

REGULATIONS**A. General**

Regulations apply to services offered in this guidebook, except as otherwise specified, or unless the terms and conditions of an individual customer agreement contain different terms and conditions, in which case, the provisions of that agreement apply.

The regulations contained in this Section are applicable, unless otherwise stated or unless modified by specific regulations contained elsewhere in this guidebook, to all telecommunications services offered in this guidebook by the Illinois Bell Telephone Company hereinafter referred to as the Company. Regulations are classified as either competitive or non-competitive depending on the telecommunications service(s) to which they apply.

B. Undertaking of the Company

The Company undertakes to provide the services offered in this guidebook on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any other service. The Company does not undertake to transmit messages.

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock, unless otherwise specified elsewhere in this guidebook. The Company will maintain the item of equipment only as long as it is repairable. When the Company determines the equipment is no longer repairable, the customer must forego further use of the equipment which will be removed by the Company.

For items of equipment, other than those with grandfathered status, which are no longer offered to new customers but which are continued in service for existing customers at the location or locations specified in the regulations for these items, the Company cannot assure that it will continue to maintain these items for more than one year beyond the date when the equipment can no longer be provided to new customers. After one year, the Company will maintain the item of equipment only as long as it is repairable. When the Company determines the equipment is no longer repairable, the customer must forego further use of the equipment which will be removed by the Company.

C. Obligation to Furnish Service

The 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.

REGULATIONS (cont'd)**D. Disconnection or Refusal of Service**

1. The Company may discontinue or refuse service for any of the reasons stated below:
 - a. For failure to make or increase a deposit pursuant to applicable rules set forth under *Establishing Credit* in this section.
 - b. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.
 - c. For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.
 - d. For failure to make payment in accordance with the terms of a Deferred Payment Agreement as defined in 83 Illinois Administrative Code, Part 735, where applicable.
 - e. When the Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the Company has so notified the customer prior to disconnection, except as follows:
 1. The Company may refuse, toll restrict, suspend, or discontinue business telephone service or business service arrangements without advance notice, if the acts of the customer or the conditions at the address are such as to indicate verifiable acts to deceive, mislead, misrepresent or defraud the Company. Verifiable acts are those which match fraudulent acts known to the company.
 2. The Company may refuse, toll restrict, suspend, or discontinue business telephone service or business service arrangements without advance notice, if the acts of the customer or the conditions at the address include placing and receiving calls that have patterns that match calling patterns of known fraudulent acts.
 3. The Company will make at least two attempts to contact business customers by telephone prior to suspending or disconnecting business telephone service.
 - f. For violation of or noncompliance with an Illinois Commerce Commission order.
 - g. For violation of or noncompliance with any rules and regulations of the Company on file with the Illinois Commerce Commission for which violation of or noncompliance with the Company is authorized by guidebook to deny or refuse service.
 - h. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
 - i. For failure to pay past due bill of a previous customer of the premises to be served, provided that the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or that the previous customer is currently a member of the same household as the applicant.
 - j. Without notice in the event that the customer's use of equipment adversely affects the Company's service to others.
 - k. Without notice in the event that the customer's use of equipment will endanger public safety or health.
 - l. For violation of or noncompliance with *Resale of Service* regulations as specified in paragraph I.5 following.
2. Pursuant to 83 Illinois Administrative Code 735.130, as applicable, the notice to the customer in the event of disconnection will provide contact information for the Consumer Affairs Division of the Illinois Commerce Commission.

REGULATIONS (cont'd)**E. Liability of the Company**

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to the Company.
2. The Company shall be indemnified and saved harmless (including costs and reasonable attorney's fees) by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of a customer in connection with the facilities provided by the Company.
3. The Company is not liable for any defacement of or damage to the premises or property of a customer resulting from the existence of facilities furnished by the Company on the premises, or the installation or removal of such facilities, unless such defacement or damage is the result of the negligence of the Company.
4. When lines of another telephone company are used in establishing connections to points not reached by the lines of the Company, the Company is not liable for any act or omission of that other company.
5. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

REGULATIONS (cont'd)**E. Liability of the Company (cont'd)**

6. In addition to the above regulations, other liability provisions are contained in the following Parts and Sections of this guidebook.

	<u>Part</u>	<u>Section</u>	
Alphabetical Listing Service	12	1	(T)
Call Interruption	11	4	
Call Interruption	9	1	
Directory Assistance Call Service	11	2	
Directory Assistance List Service	11	2	
Electronic Billing Service	16	1	
Limited Voice Messaging Service Trial	2	8	
9-1-1 Telecommunication Service (Tariff 22)	8	3	
Private Listing Service	11	2	(T)
Service Provider Number Portability	7	5	
Wide Area Telecommunications Service	10	1	

REGULATIONS (cont'd)**F. Special Conditions Or Requirements**

Where special conditions or special requirements of a customer involve unusual construction or installation cost, the customer may be required to pay a reasonable proportion of such cost, except as provided for in Part 2, Section 9 and Part 3, Section 1.

G. Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

H. Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities

1. All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.
2. Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove, or tamper with any facilities furnished by the Company, authorized in this guidebook, except with the Company's written consent or as otherwise specified in this guidebook.

I. Damage, Loss or Destruction of Company Facilities

All ordinary expense of maintenance and repair of Company facilities, unless otherwise specified in this guidebook, is borne by the Company. If any of the Company's facilities are damaged, lost, or destroyed due to negligence of the customer and not due to ordinary wear and tear, the customer may be held responsible for the cost of replacing the lost or destroyed facilities or restoring the damaged facilities to their original condition, except when said damage, loss, or destruction is caused by the negligence of the Company.

J. Use of Customer-Provided Facilities

Customer provided terminal equipment and customer provided communications systems may be used with facilities provided by the Company as specified in Part 2, Section 9 or elsewhere in this guidebook.

K. Power Supply

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company-provided telecommunications equipment on the customer's premises.

REGULATIONS (cont'd)**L. Identification of Parties to Communications**

The calling party shall establish their identity as often as may be necessary in the course of any communication.

The calling party shall be solely responsible for establishing the identity of the party with whom connection is made at the called station or stations.

M. Limiting of Communications

The Company may limit communications over its facilities during emergencies which result in a shortage of facilities.

N. Telephone Numbers

The customer has no property right in the telephone number. The Company may change the telephone number of a customer for engineering or technical reasons. However, it will not change a telephone number as a penalty or to enforce payment for directory advertising charges.

O. Stations - General

The various forms of Station Service may be furnished for use with any of the basic telecommunications services provided by the Company unless otherwise stated or unless the station service and the basic telecommunications service are not compatible.

A station provides the capability of originating and receiving calls. Charges for stations are payable for each such station provided by the Company.

Where a residence station is located at a place where a business classification would ordinarily apply, either a business classification will be applied to the entire service or a residence customer may be provided Type 1 or Type 6 Telephone Answering Service where it is desired to have calls answered at a business location.

Where desired, business service may be furnished in, or extended to, a location where a residence classification (Part 4, Section 2) would ordinarily apply. Such business service may be terminated either in separate instruments or in multi-button telephones along with the customer's residence service.

REGULATIONS (cont'd)**P. Customer Premises Equipment (Company Provided)**

Effective January 1, 1983, in accordance with the orders of the Federal Communications Commission (F.C.C.) in Docket 20828, customer premises equipment, as defined by the F.C.C., will be provided by the Company for use with new or existing service only so long as such equipment is available from Company inventory acquired prior to January 1, 1983, including sets which are returned and refurbished after January 1, 1983, except as otherwise permitted by the F.C.C.

The Company will continue to provide maintenance for Company-provided customer premises equipment subject to the availability of replacement parts and/or equipment.

Coin Telephone Service is excluded from the provisions of Docket 20828. Therefore, the Company will continue to own and provide terminal equipment associated with coin and non-coin public and semipublic service.

The use and provision of customer premises equipment remains subject to regulations found elsewhere in this guidebook.

Q. Application of Rates and Charges

The rates and charges in this guidebook are stated individually for each service. The rates and charges applicable to each service do not, unless otherwise specifically stated, include the provision of any other service offered in this guidebook.

R. Termination of Service

1. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company ten days in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
 - a. In case of additional listings and joint user service, where the listing has appeared in the directory, where available, the termination charges are the charges due to the end of the directory period. In the following cases, however, charges will continue only to the date of termination of the extra listing or joint user service, subject to a minimum charge for one month:
 1. The contract for the main service is terminated.
 2. The listed party or joint user becomes a customer to a telephone exchange service.
 3. The listed party moves to a new location.
 4. The listed party or joint user dies.
 - b. In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.
2. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified ten days in advance and upon payment of all charges due to the date of termination of the service.

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REGULATIONS (cont'd)**S. Disaster Relief Plan^{/1/}**

1. When a business or residence customer's premises is destroyed or partially destroyed, due to natural disaster or fire, the following disaster relief plan will go into effect (except as provided pursuant to the *Major Disaster Relief Plan* as shown below):

The Company will provide customers with the ability to forward their calls at no charge for up to 30 days. The monthly rate and associated Service Connection Charge will be waived for the customer's primary line for the following services:

- Call Forwarding
 - Call Forward Busy Line
 - Call Forward Don't Answer
 - Remote Call Forward
 - Message Waiting Indicator
2. Customers will incur the monthly recurring rate for these services after the initial 30-day period for as long as the service remains in place.
 3. One month minimum billing is not applicable.

T. Major Disaster Relief Plan

1. To assist in cases of state and/or federally recognized disasters, AT&T Illinois may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.
2. The disaster aid offering(s) will be at the discretion of the Company and the Illinois Commerce Commission will be notified of the terms and conditions of the offering(s).
3. The offering(s) will be limited in duration.

/1/ See additional service charge waiver for reestablishment of service in Part 3, Section 1.

USE OF SERVICE**A. General**

Service is furnished for use by the customer and may be used only by others as specifically provided elsewhere in this guidebook.

B. Unlawful Use of Service

Service shall not be used for any purpose in violation of law. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a customer when:

- An order shall issue, signed by a judge as defined by 725 ILCS 5/102-13, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- the Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the customer, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

C. Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent.

D. Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

E. Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

USE OF SERVICE (cont'd)**F. Fraudulent Use**

1. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
2. No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.
3. The Company may deny telephone service at one or more of all the customer's premises for obtaining or attempting to obtain telephone service by rearranging, tampering with, or making connection with any facilities of the Company by any trick, scheme, false representation, or false credit device, and by or through any other fraudulent means or device whatsoever.

G. Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers.

H. Subscribing to Adequate Service

If a customer's use of service interferes unreasonably with the service of other customers, the interfering customer will be required to take service in sufficient quantity or of a different class or grade.

I. Resale of Service

1. Resale and/or sharing is permitted for all telecommunications services other than Semipublic and Public Coin Telephone Service.

Subject to the above provision and pursuant to the order of the Illinois Commerce Commission in Docket Nos. 94-0096, 0117, 0146, 0301, Consol. Dated April 7, 1995, resale of Residence loops, ports, and network access lines is permitted by Connecting Carriers only, with the restriction that residential loops, ports, and network access lines purchased at residential rates can only be resold to residential customers.

2. Resale and/or sharing is also permitted for service furnished to a composite data service vendor in the provision of composite data service to its patrons and to International Record Companies for overseas data message service.
3. Customer Owned Pay Telephone Exchange Service is the only service available for resale in conjunction with customer owned pay telephone equipment.
4. Where resale (or sharing) of service is permitted, the Customer of Record shall be liable for all charges, and the Company shall not be responsible for the allocation of usage or charges for resold shared service. In the event of the failure of the Customer of Record to pay all charges by the due date, the users shall be jointly and severally liable for such charges.

USE OF SERVICE (cont'd)**I. Resale of Service (cont'd)**

5. Pursuant to the order of the Illinois Commerce Commission in Docket 82-0292, dated September 18, 1984, availability of the services specified in this paragraph for resale is limited as follows. Where a public reseller, private reseller or sharer (hereafter referred to only as reseller) owns or controls access to facilities required to connect an end-user's location to NETPOP, it is not the responsibility of the Company to establish and maintain such facilities. When an end-user requests service directly from the Company, it will be the responsibility of the end-user to make suitable arrangements to extend Customer Premises Wire from the end-user's premises to the NETPOP. In the event that this arrangement can not be agreed upon between the reseller and the end-user, the Company shall, at the request of the end-user, be entitled to establish a connection pursuant to the provisions of Part 3, Section 1.

J. Telephone Solicitation by Use of Recorded Messages^{/1/}

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

K. Common Receptionist

A business customer may extend service capable of two-way communication to the location of another business customer for the purpose of performing clerical services which include the answering and originating of the telephone calls. All regulations governing use of service and the charges normally associated with the equipment and channels involved are applicable.

/1/ This provision is filed pursuant to the letter from the Chief Telephone Engineer's Office of the Illinois Commerce Commission dated February 15, 1978 and pursuant to the Commission's Orders dated February 15, 1978 and December 5, 1984 in Docket No. 78-0087.

APPLICATION FOR SERVICE**A. Applications for Service**

An application for service, whether made orally or in writing, establishes the contract between the Company and the customer on the terms and conditions set forth in this guidebook. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

B. Minimum Contract Periods

1. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record-keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
2. Except as provided in preceding paragraph, the length of minimum contract period for directory listings, where directories are provided, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers. In the case where a directory is not provided, the length of minimum contract period is one month. (T)
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3. The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

C. Cancellation of Application for Service Prior to Establishment of Service

1. Where the applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.
2. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
 - The total costs (including overheads) in connection with providing and removing such facilities.
 - The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this guidebook plus the full amount of any installation and termination charges applicable.
3. Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.
4. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued services applies.
5. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

CREDIT AND DEPOSITS**A. Establishing Credit**

1. The Company, in order to assure the payment of its charges for service, will require applicants and customers to establish and maintain credit.
2. The establishment or re-establishment of credit as provided in this Section shall not relieve the applicant or customer from compliance with other provisions of this guidebook as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

- a. Applicants for Service

The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business), previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

The Company may also refuse to furnish service to an applicant that has not paid charges for service of the same classification (residence or business), previously furnished by any telephone company at the same or another address, until deposit arrangements suitable to the Company are made. In accordance with the U.S. Bankruptcy Code, Section 366, the Company may require an applicant or customer to furnish adequate assurance of payment in the form of a deposit or other security.

1. Residence service applicants may establish credit in one of the following ways:
 - (a) Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at each of the Company's residence offices which transacts business with the public.
 - (b) Payment of a cash deposit to the Company in accordance with *Cash Deposit* paragraph following.
 - (c) Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company substantially in the form of the facsimiles on sheets 15 and 16.
 - (d) Providing a surety bond, provided that such surety bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.
 - (e) Providing an advance payment in an amount equal to the initial service installation nonrecurring charges plus the estimated amount of the applicant's first month's local service charge. Such advance payment will be credited to the first bill issued to the applicant after service is installed.^{/1/}

/1/ Pursuant to Petition for Waiver, approved by the Commission in its Order in Docket 09-0300, dated November 12, 2009.

CREDIT AND DEPOSITS (cont'd)

A. Establishing Credit (cont'd)

2. (cont'd)

a. Applicants for Service (cont'd)

2. Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 1.b. or 1.d. preceding.
3. During the verification of an applicant's credit the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with 2.a.1. or 2.a.2. preceding.

If credit is not so established the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

CREDIT AND DEPOSITS (cont'd)**A. Establishing Credit (cont'd)**

2. (cont'd)

a. Applicants for Service (cont'd)

[COMPANY LOGO]

(Business Office Code)
(Letter G-133)

Date____

(Mr./Mrs./Ms. and Customer's Name)
(Address)
(City, State, and Zip)

Dear (Mr./Mrs./Ms. and Customer's Surname):

We have received an application for home telephone service from (applicant's name and address), who gave us your name as someone who will furnish a Letter of Guaranty in place of the \$ (amount) deposit which we have requested._____

The attached Letter of Guaranty has been prepared for your signature. As Guarantor, you will be liable for up to \$ (amount) as long as the Letter of Guaranty remains in effect. The Company will cancel the Letter of Guaranty when the guaranteed customer has had service for twelve (12) consecutive months without temporary disconnection of service for nonpayment of the bill. Further, you may cancel the guarantee at any time by giving thirty (30) days prior written notice to the Company.

Please read the Letter of Guaranty in its entirety. If you accept, please sign in the spaced marked "Guarantor," and return it to the Company in the enclosed stamped addressed envelope. A duplicate copy of the Letter of Guaranty is enclosed for your records.

Please give this matter your prompt attention. We will process the service application when we receive the signed Letter of Guaranty.

If you have any questions, please call me on the above number.

Sincerely,
(Service Representative's Name)
Service Representative

Dimensions are 8 1/2" x 11

CREDIT AND DEPOSITS (cont'd)**A. Establishing Credit (cont'd)**

2. (cont'd)

a. Applicants for Service (cont'd)

For Company Use

TN _____

SC _____

LETTER OF GUARANTY

AT&T Illinois

(Street Address)(City, State, and Zip Code)

Gentlemen:

In consideration of AT&T providing residence telephone service to
(name and address of Applicant)

hereafter, called the "customer," and accepting this Letter of Guaranty in place of a deposit for security, I hereby guarantee payment of the customer's final telephone bill if the service is disconnected. However, my liability will not exceed \$ (amount) for which amount this shall be a continuing guarantee.

I waive communication and notice of AT&T's acceptance of this Letter of Guaranty and acknowledge that I have received notice sufficient to obligate me as Guarantor in case AT&T calls upon me to pay the final bill for telephone service furnished to the customer.

I reserve the right to cancel this Letter of Guaranty by giving 30 days prior written notice sent to:

Manager - Residence Service Center

AT&T Illinois

(Street Address)(City, State, and Zip Code)

Dated this ____ day of _____, 20__.

(Signature of Guarantor)(Name of Guarantor)Guarantor(Telephone Number)

Dimensions are 8 1/2" x 11"

CREDIT AND DEPOSITS (cont'd)**A. Establishing Credit (cont'd)**

2. (cont'd)

b. Customers

1. A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Cash Deposits paragraph following when any of the following conditions occur:
 - (a) During the first twelve months that a customer receives service, the customer pays late four times or has service disconnected by the Company for nonpayment two times.
 - (b) After the first twelve months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
 - (c) After the first twelve months that a business customer has received service, the business customer pays late at least six times during any twelve month period.
2. Payment by the customer of delinquent bills will not of itself relieve the customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such customer.
3. A customer may be required to reestablish credit in accordance with A.2.1.b., c., or d. preceding when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
4. If a customer fails to reestablish his credit as required by the Company his service may be disconnected not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

CREDIT AND DEPOSITS (cont'd)**A. Establishing Credit (cont'd)**

3. Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State or Local office.

- a. The Company will require an applicant for political campaign service to:

1. Make an advance payment in an amount equal to service charges and initial nonrecurring charges applicable for service installation; and
2. Provide security in the form of a Cash Deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each future two-month period.

In the case of service for less than two months, the Company will require an applicant to make an advance payment in an amount equal to the estimated billing for the entire service period.

- b. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each future two-month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than 5 days after delivery or 8 days after mailing of written notice of its intention to disconnect service.

CREDIT AND DEPOSITS (cont'd)**B. Cash Deposits**

1. Amount of Deposits

- a. The amount of a deposit (U.S. currency) which a residence applicant or customer may be required to pay to the Company as a means of establishing credit shall be determined as follows:

1. Applicant

Business – An amount not to exceed four months of the customer's estimated monthly billing based upon the average monthly bill for that class and type of service.

Residence – An amount not to exceed two months of the customer's estimated monthly billing based upon the average monthly bill for that class and type of service.

2. Customer

Business – An amount not to exceed four months of the Company's average monthly billing for the past six months to that customer. If the customer has had service for less than six months, the amount will not exceed four months of the estimated monthly billing based upon the average monthly bill for that class and type of service.

Residence – An amount not to exceed two months of the Company's average monthly billing of the past six months to that customer. If the customer has had service for less than six months, the amount will not exceed two months of the estimated monthly billing based upon the average monthly bill for that class and type of service.

- b. The Company shall not request more than one-third of the deposit as an initial payment. The initial amount is due from an applicant prior to installation and from a customer within twelve days of the date upon which the request for deposit was made. The remaining amount shall be spread equally over the next two billing periods. At the option of the applicant or customer, the deposit may be paid on a more expedited schedule.
 - c. The amount of a deposit may be adjusted on the basis of B. preceding, at the option of the customer, applicant or the Company at any time when the character or degree of the customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

CREDIT AND DEPOSITS (cont'd)**B. Cash Deposits (cont'd)**

2. Interest to be Paid on Deposits

Interest at the percentage rate determined by the Commission compounded annually shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- a. By credit to the customer's account annually, or
- b. By payment, no more than once in any 12 months' period, when requested by the customer, or
- c. By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer in accordance with B.3. *Refund or Application of Deposits* following.

3. Refund or Application of Deposits

- a. The Company will refund deposits, within twelve months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, if the Company so requests, when all of the following conditions occur:
 1. The customer has paid any past due bill for service owed to the Company.
 2. Service has not been discontinued for nonpayment.
 3. The customer has not paid late four times.
 4. The Company has not provided evidence that the customer used a device or scheme to obtain service without payment.

Or any of the following occurs:

1. The customer establishes credit by other means in accordance with A. preceding, or
 2. The service is terminated and the bills are paid in full, or
 3. The applicant cancels his application for service and any charges incurred are paid in full.
- b. When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any, returned to the customer or applicant.

BILLING AND PAYMENT FOR SERVICE**A. Customer Billing**

1. Regular bills will be issued once each month.
2. Special bills for long distance service may be issued to customers (residence customers only during the first twenty-four months of their service and business customers at any time) when charges exceed 175 percent of the average of the past three months' long distance charges or of the average long distance charge for that class of service if three months actual data is not available. These bills will carry a due date which is ten days after the date that they are mailed or seven days if delivered by hand.
3. Services which are charged for at monthly rates are billed in advance for one month's service in all exchanges, except that in Belleville, East St. Louis, Edgmont and Granite City exchange services which are billed at a monthly rate are billed in arrears.
4. Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
5. An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.
6. Call detail information such as, the time at which made, duration and destination will not be provided other than for long distance telecommunications message service. Customers have the option of requesting suppression of call detail information associated with flat-rated, unlimited toll calling plans pursuant to ILL. C.C. Order in Docket No. 04-0441, February 2, 2005.

B. Late Payment Charge

1. Residence - A late payment charge of \$9.75 will apply to accounts with unpaid balances greater than \$5.00, after the due date, except that the charge is not applicable as specified in B.2. (l)
Regulations following.

Business - A late payment charge of 2.5% per month or \$15.00 whichever is greater, shall apply to amounts shown on a monthly bill which remain unpaid after the due date. The charge is not applicable as specified in B.2 following.

2. Regulations

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied.
- federal excise tax or any other taxes levied by law directly on the customer.
- accounts of the federal, state, county or local government.
- amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate guidebooks or contracts.

Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge. The existence of a Deferred Payment Agreement as defined in 83 Illinois Administrative Code Part 735.80 does not exempt a customer from this charge.

BILLING AND PAYMENT FOR SERVICE (cont'd)**C. Failure to Pay Charges for Service**

1. A customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill.
2. When a customer is delinquent in the payment of a bill, the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.
3. In any case in which the customer purchases a package or bundle of services that includes both regulated services provided under this guidebook and any products or services not provided under this guidebook, in the event the customer fails to submit timely payment for the entire package or bundle, whether by non-payment or by partial payment, the Company shall be entitled to discontinue the provision of any products or services not provided under this guidebook and to treat the remaining regulated services provided under this guidebook according to the applicable provisions of this guidebook. In such event, the Company shall also be entitled to continue the provisions of all regulated services provided under this guidebook on such account and to charge the rates specified for such services; provided however, that the customer shall continue to receive any discounts provided on any regulated services, to the extent any such discounts are applicable to such services according to the terms of this guidebook; and further provided, that the customer shall be entitled to add, change or discontinue any regulated services provided according to the Company's normal procedures for adding, changing or discontinuing such services.

D. Restoral of Service

1. If any customer's service is restored after having been disconnected in accordance with this guidebook but a Company service order to terminate such service has not been completed when such service is restored, the customer will be required to pay a restoral of service charge specified in Part 3, Section 1, except as provided in D.3. following. Monthly service charges will not apply for the period between the disconnection and reconnection.
2. When a customer's service has been disconnected in accordance with this guidebook and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.
3. The Restoral of Service Charge does not apply to the first restoral of a residential customer's service during a calendar year.

BILLING AND PAYMENT FOR SERVICE (cont'd)**F. Application of Revised Charges**

1. For services for which a firm order is placed by the customer prior to the effective date of a change in nonrecurring charges, Service Charges, Contract Charging Plan Contract Charges and Variable Term Payment Plan Charges:
 - a. Where the installation or other work is completed within 30 days following the effective date of the change, the previously effective nonrecurring charges, Service Charges and Contract Charges apply.
 - b. Where the installation or other work is completed more than 30 days following the effective date of the change, the new or revised nonrecurring charges, Service Charges and Contract Charges apply, except as provided in the following:
 1. The previously effective charges apply if the Company cannot provide the service ordered within the 30 days, and the service ordered is installed on the earliest date on which the Company can provide the service.
 2. The previously effective charges apply if the installation or other work is completed within a longer interval as may be specified in the particular guidebook change.
 - c. Where the installation or other work is completed more than 30 days following the effective date of the change due to the customer's inability to meet all obligations necessary for the provision of such service, the new or revised nonrecurring charges, Service Charges and Contract Charges apply.
2. For services for which a firm order is placed by the customer on or after the effective date of a change in nonrecurring charges, Service Charges, Contract Charging Plan Contract Charges and Variable Term Payment Plan Charges, the charges in effect on the date the order is placed apply.
3. Nothing in this paragraph shall be construed to require the installation on or after January 1, 1984, of new or additional items of customer premises equipment which have been deleted from this guidebook as of January 1, 1984.
4. When complete disconnection of service takes place prior to January 1, 1984, the Set Recovery Plan, as administered by the Company, will continue in effect until January 31, 1984, for customers eligible for a credit allowance under the plan.

BILLING AND PAYMENT FOR SERVICE (cont'd)**F. Payment of Charges for Service**

The following regulations are applicable to customers:

1. The customer is responsible for the payment of charges for all services furnished including, but not limited to, calls originated or accepted at a customer's location.
2. Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and services are furnished.
3. Bills are due on the due date shown on the bill and may be paid at any of the Company's public business offices or other authorized payment locations.
4. Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
5. When payment for service is made by check, a charge of \$25.00 will be made to the Company for each check returned by a bank to the Company for reason of not sufficient funds.
6. If the customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the customer on a cash basis. Under a cash basis, the Company may refuse acceptance of anything as payment other than U.S. currency, U.S. Postal Service money orders, or an instrument denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the customer in writing of the restriction and of the various options available in paying by cash.

G. Convenience Fee for Payment made with a Company Representative

A fee may apply for each instance of payment made with a Company Representative when authorized by the subscriber, for one-time electronic payments by check, credit card, or by any discretionary method that may be accepted by the Company. The subscriber will be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment and will be given the opportunity to be transferred to the automated payment system to avoid the fee.

This fee does not apply when automated payment systems are unavailable due to system outages. The fee also does not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed to the Company, payments made using self service payment options, or automatic funds transfer.

Charge

Residence \$5.00

Business \$5.00

BILLING AND PAYMENT FOR SERVICE (cont'd)**H. Prepayment of Monthly Charges**

1. General

For services listed following, customers with multi-year contracts for service may elect to prepay the monthly charges for the remaining term of the contract.

Part 5, Section 1	Centrex Service (CS)
Part 5, Section 2	Central Office Premises Facilities - STF
Part 15, Section 5	Broadband Analog Service
Part 20, Section 5	Integrated Information Network (IIN)
Part 20, Section 5	Centrex Switching Service (CSS)
Part 20, Section 5	Centrex Service
Part 8, Section 3	Tariff III. C.C. No. 22; 9-1-1 Telecommunications Services

(D)

2. Regulations

- a. Customers who choose the prepayment option will receive a credit on their monthly bill which will reflect the value of their prepayment amount over the life of the customer's contract. The credit will be used to offset the monthly guidebook rates which will continue to be billed. The prepayment amount will reflect the present worth of the monthly credit using an interest rate of 10.7% per year for customers who sign a new contract, extend an existing contract or prepay the monthly charges for the remaining term of their contract.
- b. Customers' selection of prepayment does not alter any other conditions of the service contract.
- c. Prepayment of monthly charges is allowed only for the length of time remaining under the contract for the relevant service.
- d. Should a customer's monthly billing fall below the monthly credit as determined in 2.a. preceding, any remaining credit will not be applied to any subsequent month's bill.
- e. Service Ordering - Record Work Only Charges will apply to customers electing the prepayment option, unless the prepayment option is selected in connection with other service order activity, in which case no additional Service Ordering Charge applies.
- f. No refund will be given for cancellation of a contract once the prepayment option has been exercised.

SERVICE INTERRUPTIONS**A. Interruptions to Service**

1. When service is interrupted, and the interruption exceeds the appropriate qualification period as shown in A.4 following, a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.

For multiplexed service ordered under the Shared Network Arrangement, the host subscriber, as well as each service user, must notify the Company of any service outage in order to receive their portion of the credit allowance.

2. A credit allowance will not be given for:
 - Interruptions caused by the negligence or willful act of the customer
 - Interruptions caused by the customer-provided facilities
 - Interruptions caused by electric power failure where the customer furnishes such electric power
3. The credit allowance for qualified services is as shown in A.4. That ratio multiplied by, or the percent applied to, the monthly charges for the services affected, shall determine the amount of the credit allowance. For A.4 the duration shall be measured from the time the interruption is reported to the Company. For A.4.b. through f. the duration shall be measured from the time the interruption is reported to or detected by the Company, whichever occurs first. No other liability shall attach to the Company in consideration of such interruption to service.

4. <u>Service</u>	<u>Qualification Period</u> ^{/2/}	<u>Credit Allowance</u> ^{/2/}
a. Basic Residence Local Exchange Lines ^{/1/ /3/}	>30 - 48 hours	Pro-rata
	>48 - 72 hours	33%
	>72 - 96 hours	67%
	>96 - 120 hours	100%
	120+ hours ^{/4/}	100%

/1/ Basic Local Exchange Service, as defined in 83 Ill. Admin Code Part 737, means either a stand-alone residence network access line and per-call usage, or for any geographic area in which such stand-alone service is not offered, a stand-alone flat rate residence network access line for which local calls are not charged for frequency or duration. Extended Area Service is included in basic local exchange service.

/2/ Outages that exceed the upper limit of the Qualification Period qualify for the next higher credit. For example, an outage of 48 hours and 1 minute would qualify for a credit of 33%.

/3/ Monthly recurring charges, to be credited for these purposes, include such items as network access line charges, flat-rate usage charges, and per-call charges, as shown in Part 4, Section 2.

/4/ For each day, or portion thereof, that the service disruption continues beyond the initial 120-hour period, the Company shall also provide the customer with an additional credit of \$20 per day.

(C)

SERVICE INTERRUPTIONS (cont'd)**A. Interruptions to Service (cont'd)**

4. <u>Service</u> (cont'd)	Qualification Period ^{/1/}	Credit Allowance ^{/1/}	
b. Telecommunications Channel Service			
Series 1000 and Series 3000			
Intraexchange	24 hours	24 hours	
Interexchange	½ hour	1/2 hour	(C)
Series 2000			
All Series 2000 Channels (except Type 2002)	24 hours	24 hours	
Type 2002 Channels			
Intraexchange	24 hours	24 hours	
Interexchange	½ hour	1/2 hour	(C)
Series 6000 and Series 7000 (Type 7001)	^{/2/}	^{/2/}	
Series 7000 (Type 7003)	2 hours	1 hour	
c. WATS			
As specified in Part 10			
d. Foreign Exchange, Foreign Central Office and Foreign District Service	24 hours	24 hours	

/1/ Major fractions (more than 1/2) of these increments are treated as whole increments.

/2/ Allowance for interruptions shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of time during which such interruption occurs.

SERVICE INTERRUPTIONS (cont'd)**A. Interruptions to Service (cont'd)**

4. (cont'd)

- e. Direct Digital Service and Direct High Capacity Service except for individual channelizing (plug-ins)

1. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes and up to, but not including, 3 hours	1/10 day
3 hours and up to, but not including, 6 hours	1/5 day
6 hours and up to, but not including, 9 hours	2/5 day
9 hours and up to, but not including, 12 hours	3/5 day
12 hours and up to, but not including, 15 hours	4/5 day
15 hours and up to 24 hours inclusive	One day

Two or more interruptions of 30 minutes or more during any period up to, but not including 3 hours, shall be considered as one interruption.

2. Interruptions of Over 24 Hours

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

- f. 384, DS1, DS3, OC-3 and OC-12 Services

Credit allowances for interruptions to service are as defined under the provisions of tariff ILL. C. C. NO. 21, Section 2.4.4(B).

SERVICE INTERRUPTIONS (cont'd)**A. Interruptions to Service (cont'd)**5. Delayed Installations^{/1/}

When the company fails to install service within five business days after receipt of an order from the customer, or fails to install service on a customer requested installation date which is beyond five business days after receipt of the order, for basic residence local exchange service, the Company will provide a credit to the customer as shown in A.5.a. and A.5.b. (C)

<u>Description</u>	<u>Installation Interval (Business Days)</u>	<u>Installation Charge Credit^{/2/}</u>
a. Standard installation ^{/3/}	6 - 10 days	50%
	11+ days	100%
b. Customer requested installation beyond 5 business days ^{/4/}	1 - 5 days	50%
	6+ days	100%

6. When scheduled installation or repair appointments for basic residence local exchange service at the customer's premises are missed for situations where the customer is required to be present, the Company shall provide a \$25 credit allowance per missed appointment. (C)

A credit allowance for missed appointment will not be given when the Company provides the customer with notice of its inability to keep the appointment no later than 8:00 P.M. of the day prior to the scheduled date of the appointment.

/1/ "Installations" are limited to basic residence local exchange service. (C)

/2/ For each day that the failure to install service continues beyond the initial ten business days, or beyond five business days after the customer's requested installation date, if the requested date was more than five business days after the date of the order, the Company will also provide an additional credit of \$20 per day until service is installed.

/3/ Interval measured from order date.

/4/ Interval measured from customer requested installation date.

SERVICE INTERRUPTIONS (cont'd)**A. Interruptions to Service (cont'd)****7. Credit Allowance for Multiple Service Interruptions**

Customers who have experienced both an out-of-service condition and a missed appointment will receive both credit amounts.

Customers who have experienced both a delayed installation condition and a missed appointment will receive both credit amounts.

8. Application of Credits

Credits required by this Section do not apply if the violation of the specified standard:

- occurs as a result of a negligent or willful act on the part of the customer;
- occurs as a result of a malfunction of customer-owned telephone equipment or inside wiring;
- occurs as a result of, or is extended by, an emergency situation as defined in 83 IL Admin. Code Section 732.10;
- is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
- occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
- occurs as a result of the Company's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
- occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for service, subject to the Company's obligation for reasonable facilities planning.

CUSTOMER PREMISES WIRE (CPW)**A. Customer Premises Wire (CPW) Connection and Maintenance**

1. A customer can connect CPW to the network at the Network Point Of Presence (NETPOP), located as described in B. following, provided that such wiring conforms to all applicable codes, regulations or other laws.
2. Anyone installing or maintaining CPW shall indemnify and hold the Company harmless from any and all liability for the loss of service, damage to property or death or injury directly or indirectly arising out of or caused, in whole or in part, by that action.
3. Where CPW is not installed or maintained satisfactorily so as to present possible harm to the network, the Company, upon discovery of the condition, will notify the customer of the violation and will take such action, including the disconnection of service, as is appropriate for the protection of the telecommunications network and Company employees.
4. The customer shall discontinue use of the CPW or correct the violation and notify the Company in writing within 10 days after receipt of such notice that the violation has been corrected.
5. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of the guidebook.

LOCATION OF SERVICE**A. General**

All central office lines shall terminate at the location of the Network Point of Presence (NETPOP) or its equivalent as described in B. following.

Certain channel and other services require the use of Network Channel Terminating Equipment to meet the transmission requirements of the particular service as described in D. following.

B. Description and Regulations for the Network Point of Presence (NETPOP)

1. One NETPOP will be located in or on each building; or in the case of commercial use buildings on a multiple building property, one NETPOP will be located in only one such building on the property.
2. The NETPOP will normally be located within 25 feet of the point at which the network cable enters the building. The NETPOP is the point where the Company's network facilities terminate and the Company's responsibility for installing and maintaining facilities ends. Facilities on the customer's side of the NETPOP are not subject to the provisions of this guidebook unless specifically indicated.
3. The NETPOP will normally be installed externally for one and two line customers in single customer residence and commercial buildings. This normally applies to installations except where an existing inside network interface device is in place.
4. While only one NETPOP is provided as described in B.1. preceding, one or more Additional Point of Presence (APOP), having the operational attributes of a NETPOP, may be provided subject to all of the following conditions:
 - a. Where there are multiple demarcation points within the multi-unit premises, a demarcation point for a customer will not be further inside the customer's premises than a point 12 inches from where the wiring enters the customer's premises, or as close thereto as practicable.
 - b. The customer or property owner provides a route and support structure suitable to the Company for the entrance facility.
 - c. Provision of an APOP may be subject to special construction charges (including charges for ongoing maintenance or rearrangements) described in Part 2, Section 5, except when an APOP is requested to the minimum point of entry for each multi-tenant commercial use building on a multiple building property.
 - d. Except for the provisions of this paragraph (B.4) references to a NETPOP are also applicable to an APOP.

LOCATION OF SERVICE (cont'd)**B. Description and Regulations for the Network Point of Presence (NETPOP) (cont'd)**

5. The equipment provided by the Company at a NETPOP or APOP location as the physical interface between network and building facilities may be the Network Interface Device (NID). The specific NID equipment used and the order of appearance of network lines on it shall be determined by the Company. The NID may include a one or two pair modular jack, one or more 25 pair ribbon connectors or comparable interface hardware.
6. Facility arrangements in place as of April 1, 1988, will be considered as a NETPOP, APOP or NID, as appropriate, and are subject to the provisions of this Section.

C. Placement of the NETPOP

1. For New Service

For all telecommunications services, unless specifically excluded by individual regulations, installed on and after April 1, 1988, the following conditions apply to the placement of the NID at the NETPOP.

- a. The NID may be installed at the end of a central office line for new service in the following circumstances:
 1. Service was not previously provided to the building; or
 2. The service request requires placement of additional network facilities to the NETPOP; or
 3. The Company otherwise determines that NID should be installed.
- b. When customers choose to locate their equipment at a point other than at the Company's NETPOP or equivalent location, the customers may provide wire on their own side of the NETPOP subject to the applicable provisions of Part 2, Section 9, 83 Illinois Administrative Code Part 740 and the F.C.C. Part 68 Rules.

LOCATION OF SERVICE (cont'd)**C. Placement of the NETPOP (cont'd)**

2. For Existing Service

For all telecommunications services in place as of April 1, 1988, the following conditions apply to the termination of network facilities.

- a. Normally, existing equipment at the first termination of a network cable upon entering a building will be the NID. However, if the location of this equipment is beyond the normal NETPOP location, it shall be considered an APOP.
- b. If service requests necessitate the installation of additional network facilities, they will be terminated at the NETPOP, except as provided in B. preceding.
3. Where the Company is requested to modify existing facility arrangements to terminate on a NID at the NETPOP or to relocate service from an APOP to a NID at the NETPOP, charges are based on the labor time and material used to complete the work.

	Nonrecurring Charges		
	<u>Schedule I</u>	<u>Schedule II</u>	<u>Schedule III</u>
a. Labor Work Charge, each hour or fraction thereof	\$39.00	\$46.00	\$54.00

- b. Schedule I is applicable to work performed at customer request Monday through Friday between 8:00 a.m. and 5:00 p.m.

Schedule II is applicable to work performed at customer request Monday through Friday at hours other than Schedule I and all day Saturday.

Schedule III is applicable to work performed at customer request on Sundays and holidays. Recognized holidays are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

- c. Billable work will include the travel time involved.
- d. All material used in connection with this work is billable based on the current cost of goods, allocable taxes, supply expense, return/contribution and other appropriate costs.
- e. When, in order to complete this customer-requested work, additional services such as engineering or special equipment are required, the customer will be required to pay such costs. Where engineering is required, it will be charged at the hourly rate of \$51.00, \$60.00 or \$70.00, respectively, for Schedule I, II or III activity.
- f. Firm bids for this work will be provided at the option of the Company. When a firm bid is provided, the charge to be billed is the amount quoted to the customer for the work requested.

LOCATION OF SERVICE (cont'd)**D. Location of Network Channel Terminating Equipment**

1. For New Service

- a. When required for a specified service, Network Channel Terminating Equipment shall be located at the NETPOP as described under B. preceding.
- b. If customers choose to have the Company locate the Network Channel Terminating Equipment at a location other than at the NETPOP location, the Company will place the Network Channel Terminating Equipment at the end of wire placed per the provisions of C.1.b., with such location becoming a Service Interface.

2. For Existing Service

For all telecommunications services in place as of April 1, 1988, the following conditions apply to the placement of the Network Channel Terminating Equipment when required.

- a. Network Channel Terminating Equipment may remain, for those services requiring it, at its present location, which is a Service Interface.
- b. A request for relocation of the Network Channel Terminating Equipment shall terminate these provisions and conditions under D.1. (For New Service) preceding will apply.
- c. A change of the building facilities between the NETPOP location and a remotely deployed Network Channel Terminating Equipment shall terminate these provisions and conditions under D.1. (For New Service) preceding will apply.

3. Service Interface (SI)

Where Network Channel Terminating Equipment is required it will be located at the SI. The SI is the point to which the Company's service parameters are met and maintained. It is located at the NETPOP or may be extended as necessary for the proper operation of the associated service. Any wire or cable between the NETPOP and SI is not a network facility and is the responsibility of the customer to provide and maintain.

LOCATION OF SERVICE (cont'd)**E. Location of Registered Jacks and Other Jack and Plug Equipment**

Registered Jacks installed per F.C.C. Part 68 Rules or other jack and plug equipment will normally be located on the customer side of the NETPOP or equivalent.

F. Location of Inside Wire

Inside Wire is wire for Telecommunications Service customers on the customer side of the NETPOP or equivalent.

G. Location of Protective Connecting Arrangement

A Protective Connecting Arrangement, when required, will be installed close to, and on the customer's side of, the NETPOP or equivalent regardless of where the Customer Premises Equipment may be located.

H. Location of Registered Protective Circuit

A Registered Protective Circuit, when required, will be installed close to, and on the customer's side of the NETPOP or equivalent regardless of where the Customer Premises Equipment may be located.

I. Location of Customer Equipment and Wire

Customer Equipment and Wire will only be located on the customer side of the NETPOP or APOP.

J. Military Installations

Telecommunications services provided to military installations are not subject to the provisions of this Section except as incorporated in separate agreements between the Company and the Department of Defense covering demarcation points.

K. Semipublic and Public Telephone Service

Semipublic and Public Telephone Service network facilities terminate at the coin telephone instrument.

FEES, CHARGES AND CREDITS**A. Municipal Franchise Payments**

1. Whenever, after January 1, 1974, the Company incurs an obligation (or an increase thereof) under a franchise ordinance to pay a municipality an amount measured by the revenues from providing communications services, the Company may charge its customers within the corporate limits of that municipality, in addition to all other lawful rates and charges,
 - a. an amount equal to the franchise payment and,
 - b. an amount equal to the increase, if any, in taxes and other payments to governmental bodies resulting from the collections hereunder, by the addition of a uniform percentage to amounts billed for intrastate services within the municipality.
2. These provisions will be automatically applied upon the effective date of the municipal franchise ordinance to which they pertain.

B. Supplemental Schedules of Additional Charges

Public Utility Fund (PUF) - Pursuant to Section 9-222 of "The Public Utilities Act", as amended, the Company will charge its customers in addition to all other lawful rates and charges, a surcharge equal to 0.1% of the amounts payable for intrastate services. Pursuant to the Order in Docket 18-0375 dated May 31, 2018, the percentage of such surcharge will be adjusted from time-to-time as appropriate to recover supplemental assessments under section 2-202(i-5) of The Public Utilities Act.

(T)
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(N)
(N)

Pursuant to Public Act 90-154, the Company will apply a 0.5% State Infrastructure Maintenance Fee.

Effective April 10, 1999, a franchise fee, as shown below, will be assessed each month to all non-exempt customers in municipalities in which the Simplified Municipal Telecommunications Tax (PA 92-0526) is less than or equal to 5%. This fee will be assessed until such time as the Simplified Municipal Telecommunications Tax becomes greater than 5%. At that time, the franchise fee will be removed from the bills of non-exempt customers in the affected municipality.

<u>Description /Billing Code/</u>	<u>Monthly Recurring Charge Per Line</u>
Franchise Fee /MUFFX/	\$.38

FEES, CHARGES AND CREDITS (cont'd)**B. Supplemental Schedules of Additional Charges (cont'd)****Cost Assessment Charge (CAC)**

A Cost Assessment Charge is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes (from business customers) as well as the ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, Lifeline or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

<u>Description</u>	<u>USOC</u>	<u>Monthly Rate</u>	
Per residence network access line	C8RCC	\$0.18	(R)
Per business network access line	C8RCD	\$2.67	
Per ISDN PRI	C8RCE	\$13.35	
Per Centrex Station Line	C8RCD	\$2.67	
Per residence ISDN BRI line	C8RCC	\$0.18	(R)
Per business ISDN BRI line	C8RCD	\$2.67	
Per PBX trunk	C8RCG	\$24.03	
Transport services		4.70%	
- OPT-E-MAN® Service			
- Customized Switched Metro Ethernet (CSME) Service			

FEES, CHARGES AND CREDITS (cont'd)**C. Billing Credits**

1. Reserved for Future Use

(C)

(D)

2. One-Time Credit

(D)

The Company will issue a one-time credit to its Residence, Business, P.B.X. and Centrex customers. The credit will be given on bills dated April 16, 1990, through and including May 13, 1990, and will be applied on a per line basis as follows:

	<u>Per Line Credit</u>
Residence	\$.26
Business	.26
P.B.X.	.26
Customer Owned Pay Line	.26
Centrex	.26
Semipublic Line	.26

FEES, CHARGES AND CREDITS (cont'd)

APPLICATION OF PRIVATE LINE RATES AND REGULATIONS

/1/

A. General

1. Rates and regulations for 9-1-1 Telecommunication Channel Services (described in Tariff 22, Part 8, Section 3) are applicable to service in all MSAs.

In addition, the rates and regulations in these Parts and Sections apply to AT&T Illinois intraexchange and contiguous interexchange 9-1-1 Telecommunication Channel Services.

2. For non-contiguous interexchange 9-1-1 Telecommunication Channel Service, AT&T Illinois concurs in the rates and regulations of other carriers as follows:

- a. Market Service Area 4

Concurrence in regulations and charges of Contel of Illinois, Inc. d/b/a GTE Illinois

1. Illinois Bell Telephone Company concurs in the rates, rules and regulations governing intrastate, intraMSA, non-contiguous interexchange 9-1-1 Telecommunication Channel Service as filed by Contel of Illinois, Inc. d/b/a GTE Illinois with the Illinois Commerce Commission.
2. Illinois Bell Telephone Company extends this concurrence to any and all changes which may be made on and after October 1, 1986, by Contel of Illinois, Inc. d/b/a GTE Illinois.
3. Illinois Bell Telephone Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any and such time as it appears that such cancellation is in the best interest of Illinois Bell Telephone Company, but only after compliance has been made with such orders of the Illinois Commerce Commission as may be required in lieu of such cancellation.

- b. Market Service Areas 5, 10 and 12

Concurrence in regulations and charges of GTE North Incorporated

1. Illinois Bell Telephone Company concurs in the rates, rules and regulations governing intrastate, intraMSA, non-contiguous interexchange 9-1-1 Telecommunications Channel Services as filed by GTE North Incorporated with the Illinois Commerce Commission.
2. Illinois Bell Telephone Company extends this concurrence to any and all changes which may be made on and after October 1, 1986, by GTE North Incorporated.
3. Illinois Bell Telephone Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any and such time as it appears that such cancellation is in the best interest of Illinois Bell Telephone Company, but only after compliance has been made with such orders of the Illinois Commerce Commission as may be required in lieu of such cancellation.

3. Connection with Other Telecommunications Carriers (OTC)

Notwithstanding any other provisions in this guidebook, private line services may be interconnected with OTC Facilities for use by the OTC in provisioning its services. Such use does not constitute joint provisioning of service. Responsibility of the Company shall be limited to providing such services in accordance with the regulations specified in this guidebook and standard operating procedures.