



Control Number: 27385



Item Number: 6002

Addendum StartPage: 0

**CHARTER FIBERLINK
TX-CCO, LLC**

Betty Sanders
Director-Regulatory Affairs
Direct: 314-288-3259
Fax: 314-288-3555

September 26, 2008

VIA OVERNIGHT MAIL

Texas Public Utilities Commission
ATTN: Central Records
1701 N. Congress Ave
P.O. Box 13326
Austin, TX 78711-3326

RE: Project 27385 Local and Intrastate Interexchange Tariff
Docket 30881 Charter Fiberlink TX-CCO, LLC

Dear Customer Records:

In compliance with Project 27385, enclosed are an original and four (4) copies of Charter Fiberlink TX-CCO, LLC ("Charter") revisions to the Local and Intrastate Interexchange Services Tariff. The following pages have been revised and carry an effective date of September 30, 2008:

47th Revised Page 2
6th Revised Page 22
1st Revised Page 43.2

8th Revised Page 11
1st Revised Page 26.4

1st Revised Page 14.2
9th Revised Page 42

In this filing Charter proposes to offer service in the exchange area of Reno. Additionally, liability language, the Lifeline description and an Unlimited Long Distance Package condition has changed.

Please return one (1) copy of the enclosed tariff to us in the enclosed envelope.

Questions can be directed to me at 314 288-3259 or to Larry Bowman at 314 543-5855.

Sincerely,


Betty Sanders

Enclosure

10007

Check Sheet

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	37	Original
2	47 th Revised*	38	Original
3	5 th Revised	39	Original
4	2 nd Revised	40	Original
5	1 st Revised	41	1 st Revised
6	Original	42	9 th Revised*
7	Original	42.1	Original
8	1 st Revised	42.2	1 st Revised
9	1 st Revised	43	5 th Revised
10	1 st Revised	43.1	3 rd Revised
11	8 th Revised*	43.2	1 st Revised*
12	Original	44	5 th Revised
13	Original	45	6 th Revised
14	Original	46	2 nd Revised
14.1	Original	47	2 nd Revised
14.2	1 st Revised*	48	5 th Revised
15	1 st Revised	48.1	4 th Revised
16	Original	48.2	1 st Revised
17	2 nd Revised	48.3	1 st Revised
18	1 st Revised	48.4	1 st Revised
19	1 st Revised	48.5	4 th Revised
20	Original	48.6	Original
21	1 st Revised	49	1 st Revised
21.1	1 st Revised	50	1 st Revised
22	6 th Revised*	51	1 st Revised
23	Original	52	1 st Revised
24	Original	53	1 st Revised
25	Original	54	2 nd Revised
26	2 nd Revised	55	4 th Revised
26.1	Original	56	4 th Revised
26.2	Original	57	4 th Revised
26.3	1 st Revised	58	2 nd Revised
26.4	1 st Revised*	59	1 st Revised
27	1 st Revised	59.1	2 nd Revised
28	3 rd Revised	59.2	Original
29	3 rd Revised	60	2 nd Revised
30	6 th Revised	61	2 nd Revised
31	2 nd Revised	62	1 st Revised
32	5 th Revised	63	1 st Revised
33	4 th Revised	64	2 nd Revised
34	2 nd Revised	65	2 nd Revised
35	Original	66	2 nd Revised
35.1	2 nd Revised	67	3 rd Revised
36	1 st Revised	68	Original

*Denotes New/Revised pages this filing.

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12405 Powerscourt Drive, St. Louis, MO 63131
Charter Fiberlink TX-CCO, LLC

2. Exchange Areas

The Telephone Company will offer service in the following exchanges and mirrors the local calling areas filed by the Incumbent Local Exchange Carriers.

Arlington
Atlas
Azle
Cleburne
Dallas
Denton
Euless
Fort Worth
Glendale
Granbury
Grapevine
Keller
Kennedale
Lake Dallas
Mansfield
North Richland Hills
Reno (FWMZ)
Roanoke
Weatherford

(N)

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Regarding Emergency Services:

The Customer also agrees to release, indemnify and hold harmless the Telephone Company 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 to use E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.

Under no circumstances shall the Telephone Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity, for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the Telephone Company or its officers, directors, employees or agents.

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using a Multimedia Terminal Adaptor (MTA) or a telephone modem, that requires electrical power in the event of failure. The Telephone Company may provide battery backup for the MTA or modem to customers with the intent of providing telephone service in the event of a power outage. However, continued telephone service in the event of a power outage is not guaranteed.

To ensure 911 calls and emergency personnel are properly routed Telephone Company equipment must not be moved by the customer. Additionally, the Telephone Company recognizes one address for all lines on the same account and will not be responsible for multiple address location information. Therefore, the customer is responsible for directing emergency personnel to the specific location of the person in need and to any other physical location if all telephones are not located at the address on the account.

Notwithstanding any other provision of any service agreement or this tariff, the telephone company's entire liability to customer, and customer's sole and exclusive remedy for any damages caused by any service defect or failure, or for other claims arising in connection with any service provided by the telephone company, shall be customer's proven direct damages not to exceed per claim (or in the aggregate during any 12-month period) an amount equal to the total net payments payable by customer for the applicable service during the three (3) months preceding the month in which the damage occurred. Under no circumstances shall the telephone company be liable to the customer for any indirect, consequential, exemplary, special, incidental, or punitive damages (including, without limitation, any damages for lost business, revenue, profits or goodwill) arising in connection with any service agreement or the provision or failure of any services (including, without limitation, any service implementation delays or failures). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery. Nothing in this section limits customer's responsibility for the payment of charges due or the telephone company's obligation to provide credits due as provided in this tariff.

(N)

(N)

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3.2.9 Complaints

The Telephone Company will investigate customer complaints promptly and thoroughly in accordance with the rules established by the Texas Public Utility Commission. Customers can file unresolved complaints with the following:

Public Utility Commission of Texas
Customer Protection Division
P.O. Box 13326
Austin, TX. 78771-3326
customer@puc.state.tx.us

Telephone Company Contact: telgovtescalations@chartercom.com
Telephony Manager – Customer Care
941 Charter Commons
St. Louis, MO 63017
888 266-7571

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3.2.10 Payment for Facilities and Services

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

The Telephone Company reserves the right to assess late payment charges for Customers whose accounts(s) have an unpaid balance from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

The Telephone Company may provide for the arrangement of a deferred payment plan to enable a residential customer to make payment by installments where the customer is unable to pay the amount due for service.

3.2.11 Construction, Installation and Maintenance Charges

Construction performed under this Section shall be at the sole discretion of the Telephone Company.

Special charges in the form of installation charges, monthly charges, or both are applied in addition to the usual service charges and monthly rates, when, because of the sporadic or occasional nature of the service or an unusual investment or expense, the revenue does not reasonably compensate the Telephone Company, for example:

3.2.17 Lifeline Service (Cont'd.)**Lifeline Discount and Support Amounts**

Qualified Lifeline Customers will receive discounts on their monthly recurring charges for local service as follows:

- | | | | |
|----|---|--------|-----|
| 1. | Waiver of the monthly Subscriber Line Charge (SLC) at the incumbent local exchange carrier rate | | |
| 2. | Federal approved reduction: | \$1.75 | (C) |
| 3. | Additional State approved reduction up to: | \$3.50 | |
| 4. | Federal match of State approved reduction up to: | \$1.75 | (C) |

The monthly discounted residential rate for local exchange service for qualifying low-income Customers may not be reduced below \$2.50.

Qualified Lifeline Tribal Lands Customers will receive, in addition to the discounts listed above, a federally approved reduction of \$25.00. The monthly discounts residential rate local exchange service for qualifying low-income individuals living on tribal lands may not be reduced below \$1.00.

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6. Packages – Residential Services

The following packages are for residential, non-business use. The Company reserves the right to discontinue the use of packages for customer abuse (i.e. exceeding normal usage) or utilizing these packages for business purposes. These packages consist of regulated and non-regulated services (e.g. Voice Mail service is not under regulation by the Commission).

A. Unlimited Long Distance Minutes Packages

The Unlimited Long Distance Minutes Packages include Charter basic service, Charter long distance and Charter calling features. No substitutions within these packages are permitted.

Installation for Unlimited Long Distance Minutes-Double Pak and Triple Pak will be at no charge (up to one new jack if no jacks are present, excludes any special construction charges) for new telephone customers and is applicable to these packages on primary lines. There will also be no installation charges for additional line packages if on the same order.

Lease of the Telephone Company's Multi Media Terminal Adaptor (MTA) is also included. Voice mail will be provided on primary lines with subscription to Unlimited Long Distance Minutes Package(s).

Name	Description	Monthly Charges	
Unlimited Long Distance Minutes-Primary line	This package includes Basic local service, Anonymous Call Rejection, Call Forward-Selective, Call Forward-Variable, Call Screening Call Waiting/Cancel Call Waiting, Caller ID, Call Waiting with Caller ID, Custom Ring, Selective Call Acceptance, Speed Dial 8 and Unlimited intrastate and interstate long distance calling at a discounted monthly charge. Interstate calls include calls within the Continental United States, Alaska, Hawaii, Canada and Puerto Rico. Intrastate calls includes IntraLATA/local toll and interLATA calls.	\$44.99	
	No feature substitution is allowed. Additional features may be purchased at the individual rates.		
Unlimited Long Distance Minutes – Additional Lines	This package includes Basic Local Service, all the features shown above and unlimited minutes of interstate and intrastate long distance for additional lines only. Interstate calls include calls within the continental United States, Alaska, Hawaii, Canada and Puerto Rico. Intrastate calls includes IntraLATA/local toll and InterLATA calls. Limit one additional line package per residential account.	\$23.99	(C) (C)
	Customer must subscribe to the following in Order to have this package:		
	Long Distance Unlimited Minutes Package – Primary Line		

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Name	Description	Monthly Rate
Unlimited In State Calling Package -- Triple Play	<p>The package includes basic local service as described in Section 4.1, and unlimited intrastate long distance calling. This package also includes the following calling features: Caller ID, Call Waiting/Cancel Call Waiting, Caller ID with Call Waiting, Call Forwarding-Variable and Anonymous Call Rejection.</p> <p>The customer must subscribe to two of the affiliate services of Charter Communications Company below:</p> <ul style="list-style-type: none"> - Digital Big Video Service or - Digital Bigger Video Service or - Digital Biggest Video Service and, - High Speed Internet Service (3Mbps) or higher <p>No feature substitution will be permitted for this package. Intrastate calls include IntraLATA/local toll and InterLATA calls. This package is applicable to primary lines.</p>	\$ 24.99
Unlimited In State Calling Package - Additional Lines	<p>Package includes basic local service as described in Section 4.1, and unlimited intrastate long distance calling for <u>additional lines only</u>. This package also includes the following calling features: Caller ID, Call Waiting/Cancel Call Waiting, Caller ID with Call Waiting, Call Forwarding-Variable and Anonymous Call Rejection. Limit one additional line package per residential account. Customer must subscribe to the following in order to have this package:</p> <ul style="list-style-type: none"> - Telephone Company's local exchange telecommunications service on the additional line and the primary line; - Unlimited In State Calling Package as described above on the primary line. 	\$ 14.99

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Charter Fiberlink TX-CCO, LLC Lifeline Service Product Plan

Product Plan

As a Lifeline Provider, Charter Fiberlink TX-CCO, LLC must offer the following discounts:

- A waiver of the monthly Subscriber Line Charge (End User Common Line Charge) at the rate tariffed by the ILEC serving the area of the qualifying low-income customer. If the ETP does not charge the SLC, it must reduce its lowest tariffed residential rate for supported services by the amount of the SLC tariffed by the ILEC serving the area of qualifying low-income customer.
- A federally approved reduction of \$1.75 in the monthly amount of intrastate charges.
- An additional state-approved reduction of up to a maximum of \$3.50 in the monthly amount of intrastate charges.
- A further federally approved reduction equal to one-half the amount of the state-mandated reduction up to a maximum of \$1.75.
- Additional federal lifeline support of up to \$25 per month for lifeline service.

Pricing

The Lifeline Service will appear on the customer's bill as a monthly recurring discount equal to the following:

1. A waiver of the monthly **ILEC** Subscriber Line Charge
2. \$1.75 federal discount
3. \$2.00 state discount
4. \$1.00 additional federal discount matching 50% of state discount