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May 26, 2000

FILED<sup>2</sup>

MAY 26 2000

Missouri Public  
Service Commission

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102


Re: Case No. TA-2000-623; Tariff File No. 2000-00-908  
Everest Connections Corporation  
Interexchange/Non-Switched Local Exchange Application

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and five copies of substitute tariff sheet nos. 8, 24, 26 and 33 to replace those same numbered sheets previously filed.

A copy of this filing have been sent this date to the General Counsel's Office and the Office of the Public Counsel. Thank you.

Sincerely,

  
Brent Stewart

CBS/bt

Enclosure

cc: General Counsel's Office  
Office of the Public Counsel  
Kathleen Troughton

200000908

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2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any undisputed sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Service may be discontinued for any of the following reasons:

2.5.2.A. Nonpayment of an undisputed charge;

2.5.2.B. Failure to post a required deposit or guarantee;

2.5.2.C. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

2.5.2.D. Failure to substantially comply with terms of a settlement agreement;

2.5.2.E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;

2.5.2.F. Material misrepresentation of identity in obtaining telephone utility service;  
and

2.5.2.G. As provided by state or federal law.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

$$\text{Credit Formula: Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

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3.6. Minimum Call Completion Rate

- 3.6.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

3.7 Operator Services/Directory Assistance

- 3.7.1. The Company will provide Operator Services and Directory Assistance. The Company will brand each call with its name. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Operator Service and Directory Assistance calls will be billed to the Customer through the monthly bill of the Company. The following billing arrangements are available to Customers through the Company's Operator Services:

3.7.1.A. Customer Dialed Calling/Credit Card. This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

3.7.1.B. Operator Station. This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

3.7.1.C. Person-to-Person. This is a service whereby the person originating the call specifies to the Company's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

- 3.7.2. The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Company's knowledge.

- 3.7.3. The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the initial contact.

- 3.7.4. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

- 3.7.5. Only tariffed rates approved by this Commission for the Company shall appear on any local exchange telephone company (LEC) billings.

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