

# NEWMAN, COMLEY & RUTH

PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW

MONROE BLUFF EXECUTIVE CENTER

601 MONROE STREET, SUITE 301

P. O. BOX 537

JEFFERSON CITY, MISSOURI 65102-0537

TELEPHONE: (573) 634-2266

FACSIMILE: (573) 636-3306

ROBERT K. ANGSTEAD  
MARK W. COMLEY  
CATHLEEN A. MARTIN  
STEPHEN G. NEWMAN  
JOHN A. RUTH  
D. GREGORY STONEBARGER

June 8, 2000

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

**FILED<sup>2</sup>**  
JUN 08 2000  
Missouri Public  
Service Commission

Re: 2<sup>nd</sup> Century Communications, Inc.  
Case No. TA-2000-323

Dear Judge Roberts:

I have enclosed an original and eight copies of 2<sup>nd</sup> Century Communications, Inc.'s initial tariff for the provision of service in Missouri. You will notice that the tariffs are filed without effective dates.

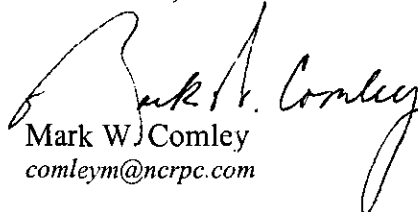
2<sup>nd</sup> Century has not yet entered an interconnection agreement with Southwestern Bell Telephone Company (SWB) or GTE of the Midwest, Inc. and as a consequence, these tariffs are offered for illustration only. 2<sup>nd</sup> Century anticipates that it will reach an interconnection agreement shortly with SWB. The tariffs are submitted now in the hope that Staff review could be well underway, if not completed, by the time the Company applies for approval of its interconnection agreement. The Company understands that tariffs bearing appropriate effective dates will eventually need to be filed. The Company reserves the right to substitute pages of the tariff to accommodate its own preferences, or to properly reflect the rates, terms and conditions of the interconnection or resale agreement ultimately entered.

Please bring this filing to the appropriate members of your staff. Thank you very much for your attention.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:

  
Mark W. Comley  
comleym@ncrpc.com

MWC:ab

Enclosure

cc: Erin Swansiger  
Leo J. Bub  
Bruce Bates  
Michael F. Dandino

## **2<sup>ND</sup> Century Communications, Inc.**

**7702 Woodland Center Boulevard  
Suite 50  
Tampa, Florida 33614**

### **RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES IN THE STATE OF MISSOURI**

This tariff contains the description, regulations and rates for the furnishing of resold and facilities-based services and facilities for competitive local exchange telecommunications services provided by 2<sup>nd</sup> Century Communications, Inc. in certain exchanges of Southwestern Bell Telephone Company and GTE-Missouri in the State of Missouri. The Company's principal offices are located at: 7702 Woodland Center Boulevard Suite 50 Tampa, Florida 33614. This tariff applies for service furnished within Missouri. This tariff is on file with Missouri Public Service Commission, located at P.O. Box 360, Jefferson City, Missouri, 65102-0360. Copies may be inspected, during normal business hours, at the Company's principal place of business in Tampa, Florida.

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

**By: Michael Reith  
Director, Regulatory and Industry Relations  
7702 Woodland Center Boulevard, Suite 50  
Tampa, Florida 33614**

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_ 2000**

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Tampa, Florida 33614**

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Customer's Bill
- (T) Change in Text or Regulation but no Change in Rate or Charge

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1.(a)  
2.1.1.A.1.(a).I  
2.1.1.A.1.(a).I.(i)  
2.1.1.A.1.(a).I.(i).(1)

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**Busy Hour** - The two (2) consecutive half-hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier** - An entity other than the Company that provides telecommunications services.

**Commission** - The Missouri Public Service Commission.

**Company** - 2<sup>nd</sup> Century Communications, Inc., unless specifically stated otherwise.

**Customer** - A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.1 Definitions (Cont'd)**

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Message** - A completed telephone Call by a Customer or User.

**Night** - The hours of 11:00 p.m. to 8:00 a.m., Sunday through Saturday, as measured by local time at the location from which the Call is originated.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**State** - Missouri.

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** - Customer or any authorized person or entity that utilizes the Company's services.

**Weekend** - The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the Call is originated.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

**1.2 Abbreviations**

**BLV** – Busy Line Verification

**CPE** – Customer Premises Equipment

**CPN** – Calling Party Name/Number

**DDD** – Direct Distance Dialing

**ECS** - Extended Calling Services

**LEC** – Local Exchange Carrier

**NPA** – Numbering Plan Area (Area Code)

**PBX** – Private Branch Exchange

**PIC** – Preferred or Primary Interexchange Carrier

**POP** – Point of Presence

**PSAP** – Public Safety Answering Point

**V&H** - Vertical and Horizontal Coordinates

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Application of Tariff**

The Company provides resold and facilities-based local exchange telecommunications services to Customers in the Missouri exchanges identified in Section 5.1 of this tariff for the direct transmission of voice, data and other types of telecommunications. The Company provides service to multi-line business Customers only.

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**Issued: June 8, 2000**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.2 Undertaking of the Company**

- 2.2.1 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.2.2 The Company provides local exchange services in the local calling areas set forth in Section 5 of this tariff.
- 2.2.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.2.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at (888) 272-8778. Customers wishing to communicate with the Company in writing may send correspondence to: 7702 Woodland Center Boulevard, Suite 50, Tampa, Florida 33614.
- 2.2.6 The Company's services may be resold only by telecommunications companies who are certified by the Missouri Public Service Commission.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Limitations of Service**

- 2.3.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.3.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.3.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.3.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.3.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.3.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.3.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.3.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Limitations of Liability**

- 2.4.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.4.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.6 of this tariff.
- 2.4.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.4.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
  - 2.4.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  - 2.4.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
  - 2.4.4.C Any unlawful or unauthorized use of the Company's facilities and services;
  - 2.4.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  - 2.4.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Limitations of Liability (Cont'd)**

**2.4.4 (Cont'd)**

- 2.4.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
  - 2.4.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2.4.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
  - 2.4.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
  - 2.4.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
  - 2.4.4.K Any noncompleted Calls due to network busy conditions; and
  - 2.4.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.4.5 The User shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.4.4.

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Limitations of Liability (Cont'd)**

- 2.4.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.4.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.4.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.4.9 Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Responsibilities of the Customer**

2.5.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

2.5.2 Special Construction

The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

Special construction is that construction undertaken:

- 2.5.2.A Where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.5.2.B Of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.5.2.C Over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.5.2.D In a quantity greater than that which the Company would normally construct;
- 2.5.2.E On an expedited basis;
- 2.5.2.F On a temporary basis until permanent facilities are available;
- 2.5.2.G In advance of its normal construction.

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Issued: June 8, 2000

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.5 Responsibilities of the Customer (Cont'd)**

- 2.5.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.5.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.5.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.5.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 General

- 2.6.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.6.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.6.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.6.2 Application of Credits for Interrupted Services

At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.

- 2.6.2.A Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.6.2.B In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.6.2.C When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.6 Allowances for Interruptions in Service (Cont'd)**

**2.6.3 Limitations on Allowances**

**2.6.3.A** No credit allowance will be made for any interruption of service:

- 2.6.3.A.1** due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.6.3.A.2** due to the failure of power, equipment, systems or services not provided by the Company;
- 2.6.3.A.3** due to circumstances or causes beyond the control of the Company;
- 2.6.3.A.4** during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.6.3.A.5** during any period in which the User continues to use the service on an impaired basis;
- 2.6.3.A.6** during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.3.A.7** that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.6.3.A.8** that was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.7 Termination of Service**

- 2.7.1 A Customer may terminate service, with or without cause, by giving the Company notice. If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels the order before service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company.
- 2.7.2 The Company may discontinue service or cancel an application for service, with notice, and without incurring any liability for any of the following reasons:
- 2.7.2.A Failure of the Customer to pay a non-disputed delinquent account;
  - 2.7.2.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
  - 2.7.2.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
  - 2.7.2.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
  - 2.7.2.E Customer violation of any regulation governing the service under this tariff, or a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
  - 2.7.2.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service;
  - 2.7.2.G Failure of the Customer to adhere to contractual obligations with the Company; or
  - 2.7.2.H Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Termination of Service (Cont'd)

- 2.7.3 The Company may terminate service *without notice* to the Customer for any of the following occurrences:
- 2.7.3.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
  - 2.7.3.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
  - 2.7.3.C The existence of a condition on the Customer's premises determined by the Company to be hazardous;
  - 2.7.3.D Customer tampering with the Company's equipment or service;
  - 2.7.3.E Customer's unauthorized or illegal use of the Company's service or equipment.
- 2.7.4 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: Michael Reith  
Director, Regulatory and Industry Relations  
7702 Woodland Center Boulevard, Suite 50  
Tampa, Florida 33614

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.8 Installation of Service**

The Company will make every effort to fill ninety percent (90%) of all applications for standard business service within five (5) business days of receipt, unless the Customer applicant specifically requests a later date. The Company will make every effort to fill ninety percent (90%) of all applications for standard regrade service within thirty (30) business days of receipt, unless the Customer applicant specifically requests a later date.

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Customer, as well as to the full compliance by the Customer with all pertinent tariff requirements.

Applications for special service will be filled as expeditiously as equipment and facilities permit.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.9     Payment of Charges**

- 2.9.1    The Customer is responsible for payment of all charges for service furnished to the User.
- 2.9.2    Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length, and payment is due upon receipt. Payment will be considered timely if paid within twenty (20) days of the billing date. After twenty (20) days, payment will be considered late.
- 2.9.3    The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing 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.
- 2.9.4    Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.
- 2.9.5    In the event of a dispute concerning a bill, Customers must pay a sum equal to the amount of the undisputed portion of the bill and proceed with the complaint procedures set forth in this tariff.

**2.10    Deposits**

The Company will not require deposits from Customers.

**2.11    Advance Payments**

The Company will not require advance payments from Customers.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.12 Contested Charges and Complaints**

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company within thirty (30) days. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- 2.12.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.12.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Missouri Public Service Commission. The address of the Commission is:

The Truman State Office Building  
301 West High Street  
Room 530  
(Mailing) P.O. Box 360  
Jefferson City, Missouri 65101  
(800) 392-4211.

**2.13 Taxes**

The Customer is responsible for the payment of any sales, use, gross receipts, excise, or other local, state, and federal taxes, charges or surcharges (however designated), including 911 surcharges and federal end user and Missouri Relay charges, and excluding taxes on the Company's net income imposed on or based upon the provision, sale, or use of network services. The Company will itemize taxes and surcharges as separate line items on the Customer's bill.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**



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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.
- 3.1.2 None of the Company's charges are time-of-day sensitive.
- 3.1.3 No charges apply if a Call is not completed.
- 3.1.4 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one (1) minute. The minimum Call duration is one (1) minute for a connected Call.
- 3.1.5 Where applicable, charges will be rounded up to the nearest penny.
- 3.1.6 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds sixty (60) seconds shall be presumed to have been answered and becomes billed usage.
- 3.1.7 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) the Company's knowledge. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day after receipt by the Company of notification of cancellation, or another date mutually agreed-upon by the Customer and the Company.

**3.3 Calculation of Distance**

3.3.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the Call.

3.3.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in their NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

3.3.2.A The airline distance between any two (2) rate centers is determined as follows:

3.3.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

3.3.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers, and the difference between the two (2) "H" coordinates ( $X1 - X2 = V$ ;  $Y1 - Y2 = H$ ).

3.3.2.B.2 Square each difference obtained in Section 3.3.2.B.1. above ( $V^2$ ;  $H^2$ ).

3.3.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2. above ( $V^2 + H^2 = S$ )

3.3.2.B.4 Divide the sum of the squares by 10 ( $S/10 = M$ ).

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.3 Calculation of Distance (Cont'd)**

**3.3.2 (Cont'd)**

**3.3.2.B (Cont'd)**

- 3.3.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**3.4 Minimum Call Completion Rate**

The Customer may expect a Call completion rate of at least ninety-seven percent (97%) of locally-dialed Calls without encountering a blocking or equipment-busy condition.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Local Exchange Service Offerings**

The Company offers local exchange telecommunications services. The Customer's total monthly use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

The following services are available from the Company where technically and economically feasible:

**3.5.1 Local Exchange Services**

**3.5.1.A Local Business Line Service**

Local Business Line Service provides the Customer with basic business access lines allowing connectivity to the local service network and features. This service is sold as a separate and distinct service, unbundled from any other service. As well, this service also is offered as a packaged product, together with the Company's Internet and Long Distance services.

**3.5.1.B Local Business Line with Hunt Service**

Local Business Line with Hunt Service is a Local Business Line Service that may be sold with hunting features to front-end an existing Key System. This service is sold as a packaged product together with the Company's Internet and Long Distance services.

**3.5.1.C Local PBX Trunk Combination Service**

Local PBX Trunk Combination Service connects a Customer PBX system or other similar equipment to the Company POP. This service is sold as a packaged product together with the Company's Internet and Long Distance services.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.5 Service Offerings (Cont'd)**

**3.5.1 Local Exchange Services (Cont'd)**

**3.5.1.D Local Business Overflow Line Service**

Local Business Overflow Line Service provides the Customer with basic business access lines allowing connecting to the local service network and features, and also makes additional overflow lines available to the Customer at peak usage times. This service is sold as a packaged product, together with the Company's Internet Local and Long Distance Services.

**3.5.1.E Stand-By Line Service**

Stand-By Line Service consists of an optional B-1 line that connects the Customer's premises to the ILEC network, enabling the Customer to place restricted outbound calls in the event that the communications server becomes unavailable to the Customer. This service is sold as a packaged product, together with the Company's Internet, Local and Long Distance services.

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings**

**3.6.1 Call Blocking**

**3.6.1.A Per Call Blocking**

Per Call blocking of CPN will be available, upon request, at no charge, to any Customer. Per Call blocking enables a Customer to prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a Call. The access code activates per Call blocking, and the CPN will not be transmitted across the line to the called party. Instead, called parties with Caller ID will receive an anonymous indicator, which notifies the Caller ID party that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on Calls originating from Customer Owned Pay Telephones. If the Caller ID party also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept Calls whose CPN has been blocked.

**3.6.1.B Per Line Blocking**

Per line blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but may be deactivated by the Customer, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a Call.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**Additional Local Exchange Service Offerings (Cont'd)**

**3.6.2. Call Blocking (Cont'd)**

**3.6.1.C 900/976 Blocking**

900/976 blocking permits a new or existing Customer, on a per-line basis, to receive a one-time free of charge block on all Calls made from its Calling Station to a 900 or 976-type telephone number. This Call Blocking option prevents Calls to 900/976 information service providers by blocking the following dialing sequences: 1+900 and 1+976. Customers will be informed of this service offering at the time of their initial sign-up with the Company.

**3.6.1.D Option 1**

This Call Blocking option prevents Calls to Operator Services, local Directory Services, and casual dialed long distance providers by blocking the following dialing sequences: 0-, 0+, 1+, DDD 1+, 1+555-1212, 1+NPA-555-1212, 1411, 1DDD 01, 1DDD 011+, and 10XXX and/or 101XXXX.

**3.6.1.E Option 2**

This Call Blocking option prevents Calls to local Directory Services and casual dialed long distance providers by blocking the following dialing sequences: DDD 1+, 1DDD 011+, 1411, 10XXX 1+ and/or 101XXXX 1+ and 10XXX 011 and/or 101XXXX 011+.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: **Michael Reith**  
**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6. Additional Local Exchange Service Offerings (Cont'd)**

**3.6.2. Call Blocking (Cont'd)**

**3.6.1.F Option 3**

This Call Blocking option prevents Calls to casual dialed long distance providers by blocking the following dialing sequences: 10XXX+1 and/or 101XXXX+1, and 10XXX+011 and/or 101XXXX+011+.

**3.6.1.G Option 4**

This Call Blocking option prevents calls to particular NXXs by blocking the following dialing sequences: 1 + NPA + NXX and NXX.

**3.6.1.H Option 5**

Where applicable, this Call Blocking option prevents outgoing Calls to NXX codes that comprise ECS calling areas.

**3.6.2 Caller ID**

**3.6.2.A** This feature enables the Customer to view on a display unit the CPN on incoming telephone calls.

**3.6.2.B** When Caller ID is activated on a Customer's line, the CPN of an incoming Call is displayed at the called CPE during the first, long silent interval of the ringing cycle.

**3.6.2.C** Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**



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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6. Additional Local Exchange Service Offerings (Cont'd)**

**3.6.2. Caller ID (Cont'd)**

- 3.6.2.D Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for Calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled Calls.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (Cont'd)**

**3.6.3 Directory Assistance**

Directory Assistance Service provides the Customer with the ability to use a directory assistance operator to provide listing information. The Company will provide access to Directory Assistance through arrangements with other telecommunications companies. A maximum of two (2) telephone numbers per Customer may be requested per Call.

**3.6.4 Directory Assistance Call Completion Service**

Directory Assistance Call Completion ("DACC") service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The DACC charge is in addition to the per Call charges for Directory Assistance set forth above.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (Cont'd)**

**3.6.5 Directory Listings**

The Company shall provide for a single Directory Listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number that is designated as the Customer's main billing number.

Directory Listings consisting of additional information or additional or alternate Company Station numbers, other than the Customer's main billing number associated with a Customer's service, also will be provided to the Customer for a monthly recurring charge per listing. Additionally, the Company will provide Customers with non-published listings, non-listed listings, special text listings, cross reference listings and foreign exchange directory listings at the monthly recurring charge per listing specified herein.

**3.6.5.A Additional Listing**

An Additional Listing provides a Customer with the ability to list telephone number(s) other than its primary listing for a monthly recurring charge per listing. An Additional Listing may include a telephone number(s) to be called after business hours and on Sundays and Holidays, or in the event that no answer is received on the Call for the first number(s).

**3.6.5.B Additional Information Listing**

An Additional Information Listing provides Customers with the ability to add information to their primary listings for a monthly recurring charge per listing. Such Additional Information may include supplementary address information, hours of operation, mailing information, or Call instructions.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (Cont'd)**

**3.6.5. Directory Listings (Cont'd)**

**3.6.5.C Special Text Listing**

A Special Text Listing provides written instructions for directing incoming Calls after hours during specific time periods or calling information for a specific service/department of the Customer. A Special Text Listing will be provided to Customers for a monthly recurring charge per listing.

**3.6.5.D Cross Reference Listing**

A Cross Reference Listing is available to Customers who change their names, absorb other businesses, or subdivide their business and have the authority to continue the use of the old name. Such a listing enables Customers to maintain multiple listings in the directory where such listings cross reference the other. A Cross Reference Listing will be provided to Customers for a monthly recurring charge per listing.

**3.6.5.E Foreign Directory Listing**

A Foreign Directory Listing provides a listing in a telephone directory other than the directory normally associated with the Customer's exchange. A Foreign Directory Listing will be provided to Customers for a monthly recurring charge per listing.

**3.6.5.F Non-Listed Listing**

A Non-Listed Listing is a telephone number not listed in the alphabetical telephone directory published by the dominant exchange service provider in the Customer's exchange area, but is maintained on information records and will be furnished to calling parties upon request. A Non-Listed Listing will be provided to Customers for a monthly recurring charge per listing.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: **Michael Reith**  
**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (Cont'd)**

**3.6.5. Directory Listings (Cont'd)**

**3.6.5.G Non-Published Listing**

A Non-Published Listing is omitted from both the telephone directory published by the dominant exchange service provider in the Customer's exchange area and from any information records available to the general public. A Non-Published Listing will be provided to Customers for a monthly recurring charge per listing

The Company will provide access to Directory Listings through arrangements with other local exchange carriers.

**3.6.6 Directories**

The Company will arrange for each Customer to be provided with one (1) White Pages Directory on an annual basis at no charge.

**3.6.7 Operator Services**

Operator Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

3.6.7.A The caller and billed party (if different from the caller) will be advised that the Company is the operator service provider at the time of the initial contact.

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

3.6.7.C Only tariffed rates approved by this Commission for the Company shall appear on any LEC billings.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: **Michael Reith**  
**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (Cont'd)**

**3.6.5. Operator Services (Cont'd)**

- 3.6.7.D Where applicable, the Company shall be listed on the LEC billing if the LEC has multi-party billing ability.
- 3.6.7.E The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 3.6.7.F The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate emergency service provider, at no charge.
- 3.6.7.G Upon request, the Company will transfer Calls to another authorized interexchange Company or to another LEC if billing can list the caller's actual origination point.
- 3.6.7.H The Company does not provide Operator Service to traffic aggregators. However, if the Company chooses to do so in the future, the Company will refuse Operator Services to traffic aggregators which block access to other Companies.
- 3.6.7.I The Company does not provide Operator Service to traffic aggregators. However, if the Company chooses to do so in the future, the Company will assure that traffic aggregators will post and display information including: (1) that the Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

**3.6.8 Local Number Portability**

Local Number Portability ("LNP") is a service that enables the end User to retain use of the existing local exchange carrier's number after choosing the Company as its local exchange carrier, provided that the Customer's location remains the same after the switch.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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Director, Regulatory and Industry Relations  
7702 Woodland Center Boulevard, Suite 50  
Tampa, Florida 33614

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Additional Local Exchange Service Offerings (Cont'd)**

**3.6.9 IntraLATA Toll Presubscription**

The Company will provide full 2-PIC (intraLATA and interLATA toll) dialing parity, allowing all Customers to presubscribe to one carrier for all interLATA calls, and to the same or another carrier for all intraLATA toll calls. A maximum of one interLATA IXC and one intraLATA IXC may be selected. Selection of an intraLATA toll provider by a Customer is subject to the following terms and conditions:

**3.6.9.A Free Initial Presubscription Selection Periods**

**3.6.9.A.1 Existing Customers**

The Company has no existing Customers, as all of its Customers will have subscribed for the Company's local exchange service after the Commission's presubscription implementation date.

**3.6.9.A.2 New End User Customers**

New end user Customers or Customers that order an additional line will be asked to select a primary intraLATA toll carrier when they place an order for the Company's Local Exchange Service. If a Customer cannot decide upon an intraLATA toll carrier at the time that it signs up for the Company's local exchange service, the Company may extend a 30-day period following completion of the service request within which the Customer may make an intraLATA PIC choice without charge. In the interim, the Customer will be assigned a "NO-PIC" status and will be required to dial an access code to make intraLATA toll Calls.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: **Michael Reith**  
**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Service Offerings (Cont'd)**

**3.6.9 IntraLATA Toll Presubscription (Cont'd)**

**3.6.9.A Free Initial Presubscription Selection Periods (Cont'd)**

Initial free selections for choosing an intraLATA toll provider that are available to new end user Customers are as follows:

- Designate an intraLATA toll provider as their primary Carrier, thereby requiring no access code to access that Carrier's service. Other Carriers are accessed by dialing 10XXX, 101XXX, or other required codes, or
- Choose no Carrier as a primary Carrier, thus requiring 10XXX or 101XXX code dialing to access all intraLATA toll Carriers. This choice can be made by directly contacting the Company. New Customers that do not select a preferred Carrier will be assigned a "NO-PIC" status. Such Customers will have thirty (30) days from the date that they sign up for the Company's local exchange service to select an intraLATA toll Carrier of their choosing, free of charge.

Following a Customer's initial free selection and the expiration of the thirty (30) day grace period following the Customer's sign up with the Company for local exchange service, any subsequent selection made by the Customer will be subject to a nonrecurring charge as set forth in Section 4.2.9. of this tariff. Customers may change their selected presubscribed intraLATA toll carrier at any time, subject to the PIC change charge specified in Section 4.2.9.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: **Michael Reith**  
**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Service Offerings (Cont'd)**

**3.6.10 911 Emergency Services**

The Company will provide its Customers with universal number "911" access to PSAPs engaged in assisting local governments in the protection and safety of the general public. The Company will provide access to 911 and E911 services on a toll-free basis, to all Customers in Missouri, either directly or through arrangements with other telecommunications carriers. Use of the 911 number will provide each caller with telephone access to the appropriate local PSAP.

- 3.6.10.A Where applicable, the Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database in the event that the Company submits Customer orders to a local exchange telecommunications company whose service the Company is reselling pursuant to this tariffs.
- 3.6.10.B Where the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively-owned facility, the Company will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.
- 3.6.10.C The Company will be obligated to provide facilities to route Calls from end users to the proper PSAP. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 3.6.10.D The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

By: **Michael Reith**  
**Director, Regulatory and Industry Relations**  
**7702 Woodland Center Boulevard, Suite 50**  
**Tampa, Florida 33614**

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.6 Service Offerings (Cont'd)**

**3.6.11 Telecommunications Relay Services**

Through arrangements with other telecommunications companies, the Company will provide access to Telecommunications Relay Services ("TRS") to allow deaf, hard-of-hearing or speech-impaired persons the ability to communicate by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability. Such service includes equipment that enables two-way communication between a person who uses a telecommunication device or other non-voice terminal device and an individual who does not use such service. The Company will impose a TRS surcharge on all Customers as mandated by the Commission. This surcharge is set forth in Section 4.2.11. Pursuant to RSMo 190.310, the Company may retain one percent of the total surcharge amount collected each month to recover administrative costs associated with billing, collecting and remitting the TRS surcharges for the deaf relay service and equipment distribution program fund.

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Issued: June 8, 2000

Effective: \_\_\_\_\_, 2000

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.7 Miscellaneous Services

3.7.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.7.2 Telephone Number Change

A Telephone Number Change is a change in the Customer's telephone number.

3.7.3 Number Intercept Treatment

The Company will intercept all Calls to a Customer's former telephone number and give out the new number, at no charge to the Customer, provided that the Customer desires this service. Upon changing a Customer's telephone number, the Company will make this service known to the Customer and provide this service for a minimum of thirty (30) days at no charge to the Customer, provided the Customer so desires. Thereafter, upon request, the Company will provide Number Intercept Treatment to all Calls to a Customer's former telephone number for up to a six (6) month period, at the rate set forth in Section 4.3.3.

3.7.4 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

3.7.5 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

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Issued: June 8, 2000

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**SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**

**3.8 Promotions**

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times and/or locations, and shall be subject to prior notification (at least thirty (30) days) and approval by the Commission.

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**Issued: June 8, 2000**

**Effective: \_\_\_\_\_, 2000**

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**SECTION 4 - RATES AND CHARGES**

**4.1 Local Exchange Service Offerings**

**4.1.1 Local Exchange Services**

**4.1.1.A Local Business Line Service**

Recurring monthly charge:	\$42.34
Non-recurring charge:	\$35.00

**4.1.1.B Local Business Line With Hunt Service**

Recurring monthly charge:	\$40.00
Non-recurring charge:	\$35.00

**4.1.1.C Local PBX Trunk Combination Service**

Recurring monthly charge:	\$45.00
Non-recurring charge:	\$35.00

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.1 Local Exchange Service Offerings (Cont'd)**

**4.1.1 Local Exchange Services (Cont'd)**

**4.1.1.D Local Business Overflow Line Service**

Recurring monthly charge:	\$10.00
Non-recurring charge:	\$0.00

**4.1.1.E Stand-By Line Service**

Recurring monthly charge:	\$25.34
Non-recurring charge:	\$35.00

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings**

**4.2.1 Call Blocking**

4.2.1.A Per Call Blocking *no charge*

4.2.1.B Per Line Blocking *no charge*

4.2.1.C 900/976 Blocking

Recurring monthly charge: \$0.00

4.2.1.D Option 1

Recurring monthly charge: \$2.00

4.2.1.E Option 2

Recurring monthly charge: \$2.00

4.2.1.F Option 3

Recurring monthly charge: \$2.00

4.2.1.G Option 4

Recurring monthly charge: \$2.00

4.2.1.H Option 5

Recurring monthly charge: \$2.00

**4.2.2 Caller ID**

Recurring monthly charge: \$7.00

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.2. Additional Local Exchange Services (Cont'd)**

**4.2.3 Directory Assistance**

Per Call: \$0.50\* (after the 3rd Call)

*\* This charge will be assessed after the two (2) free DA Calls per month have been exhausted by the Customer.*

**4.2.4 Directory Assistance Call Completion Service**

Per Call Completion \$1.00\*

*\* The DACC charge is in addition to the per Call charge for Directory Assistance set forth above.*

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

**4.2.5 Directory Listings**

1st Listing:	<i>no charge</i>
Per Additional Listing:	
Recurring monthly charge:	\$1.25
Per Additional Information Listing:	
Recurring monthly charge:	\$2.00
Per Special Text Listing:	
Recurring monthly charge:	\$2.00
Per Cross Reference Listing:	
Recurring monthly charge:	\$2.00
Per Foreign Directory Listing:	
Recurring monthly charge:	\$2.00
Per Non-Listed Number:	
Recurring monthly charge:	\$1.15
Per Non-Published Listing:	
Recurring monthly charge:	\$2.00

**4.2.6 Directories**

There is no charge for one (1) White Pages Directory per Customer per year.

**4.2.7 Operator Services**

Per Call:	\$2.00
BLV Per Call:	\$2.00
Emergency Interrupt*:	\$2.00
*Requires BLV	

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.2 Additional Local Exchange Service Offerings (Cont'd)**

**4.2.8 Local Number Portability**

Where applicable, the Company will assess on end User Customers a monthly LNP fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

Per month charges:

Per line:	\$0.45
Per PBX trunk:	\$4.05

**4.2.9 IntraLATA Toll Presubscription**

Per PIC Change:	\$5.00
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**4.2.10 911 Emergency Service**

Customers may be assessed a recurring monthly line item fee to compensate the Public Safety Answering Agency ("PSAA") for the provision of E911 communications service. This fee may vary, depending on the locality in which the Customer is located.

**4.2.11 Telecommunications Relay Surcharge**

Per access line (per month):	\$0.13
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SECTION 4 – RATES AND CHARGES (Cont'd)

4.3 Miscellaneous Services

4.3.1 Order Change

Per change: \$30.00

4.3.2 Telephone Number Change

Per change: \$30.00

4.3.3 Number Intercept Treatment

For initial 30 day period: *no charge*  
For any subsequent period (monthly charge): \$5.00

4.3.4 Bad Check Charge

Per returned check: \$30.00

4.3.5 Reconnection

Per reconnection: \$30.00

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Issued: June 8, 2000

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**SECTION 5 - LOCAL CALLING AREAS****5.1 Local Calling Areas**

The local area of each exchange or locality includes all the central offices and localities of the exchange. The local calling areas consist of contiguous exchanges within the Local Access and Transport Area (LATA), and certain additional exchanges and localities.

The Company provides local telecommunications services to Customers in the following areas in Missouri:

HOME EXCHANGE OR LOCALITY	ADDITIONAL EXCHANGE AND LOCALITY AREAS INCLUDED IN THE LOCAL CALLING AREA IN WHICH NO TOLL CHARGES WILL BE ASSESSED	EXTENDED LOCAL AREA CALLING
St. Louis	St. Louis, Ladue, Mehlville, Sappington, Creav Cour, Kirkwood, Oakville  OPTIONAL METRO AREAS: Portage Des Sioux, St. Charles, Chesterfield, Manchester, Valley Park, Fenton, Maxville, Imperial, Harvester, Pond, Eureka, High Ridge, Antonia, Herculaneum-Pevely, Gray Summit, Pacific, Cedar Hill, Ware, Hillsboro, Festus-Crystal City, DeSoto, St. Peters, O'Fallon, Dardenne, Winfield, Troy, Old Monroe, Moscow Mills, Wentzville, Foristell, New Melle, Defiance, Augusta	East St. Louis, Granite City, Illinois

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