

Computer Business Sciences, Inc.

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January 14, 2000

Mr. Phil Garcia
Missouri Public Service Commission
Truman State Office Building
301 W. High St.
Jefferson City, MO 65102-0360

FILED²

JAN 18 2000

Missouri Public
Service Commission

TA 2000-32

Re: In the matter of the Application of Computer Business Sciences, Inc. for a Certificate of Service Authority to Offer Facilities-Based Local Exchange and Intrastate, Interexchange Telecommunications Services in the State of Missouri and to Classify Said Services and the Company as Competitive
Tariff No. 200000059

Dear Mr. Garcia:

Enclosed please find an original and two copies of substitute tariff sheets 1-44 of the above-referenced tariff for your review.

Should you have any further questions, please do not hesitate to contact me at (718) 520-6500 X149.

Sincerely,



Deborah S. Arnott
VP-Regulatory & Compliance

200000059

TITLE SHEET

BASIC LOCAL EXCHANGE MISSOURI TELECOMMUNICATIONS TARIFF

This tariff is only effective in those areas where the Company has approved interconnection agreements with the incumbent local exchange carriers serving those areas.

This local exchange tariff contains the descriptions, regulations and rates applicable to the provision of resale and facilities-based local exchange telecommunications services to residential and small business customers provided by Computer Business Sciences, Inc. ("CBS"), with principal offices at 80-02 Kew Gardens Road, Suite 5000, Kew Gardens, NY 11415.

Issued: July 15, 1999

Effective: August 29, 1999

Deborah Arnott, Regulatory Administrator
80-02 Kew Gardens Road, Suite 5000
Kew Gardens, New York 11415

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SYMBOLS SHEET

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 |

TARIFF FORMAT SHEETS

- A. Sheet numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Public Service Commission of Missouri. For example, the fourth revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc., the Public Service Commission of Missouri follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet 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)
- D. Check Sheets - When a tariff filing is made with the Public Service Commission of Missouri, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Public Service Commission of Missouri.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code: A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business: A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Central Office: A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Commission: Public Service Commission of Missouri.

Company or Carrier: CBS

Complex: Applies to rates which require special construction.

Customer: The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

End User: Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access: The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Extended Area Service: A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Individual Case Basis (ICB): Rates for Interexchange Dedicated Access, Private Line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will be made available to customers in a non-discriminatory manner. ICB rates are not available for switched services.

Intra-LATA Toll Messages: Those toll messages which originate and terminate within the same LATA.

LEC: Local Exchange Company.

Message: A completed call.

Off-Net: Services offered off the Company's network, as in provision of services via a reselling arrangement with the RBOC

On-Net: Services offered on the Company's network.

Premises: A building or buildings on contiguous property.

PSCSM: Public Service Commission of the State of Missouri

Residence or Residential: A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary: Routes a call to an idle Station line.

Simple: Applied to rates which do not require special construction.

Special Construction: Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed.
2. of a type other than that which the Company would normally utilize in the furnishing of its services.
3. over a route other than that which the Company would normally utilize in the furnishing of its services.
4. In a quantity greater than that which the Company would normally construct.
5. On an expedited basis.
6. On a temporary basis until permanent facilities are available.
7. Involving abnormal costs.
8. In advance of its normal construction.

XDSL: A variety of digital subscriber line services.

SECTION 2 - RULES AND REGULATIONS

- 2.1 Undertaking of the Company. The Company's services and facilities are furnished for communications originating at specified points within the state of Missouri under terms of this tariff.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, 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 arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer-term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

SECTION 2 - RULES AND REGULATIONS (cont.)2.3 Liabilities of the Company

- 2.3.1 The provisions of this section do not apply to errors and omissions caused by the willful misconduct, fraudulent conduct or violations of laws by the Company.
- 2.3.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 2.3.3 CBS's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customers for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission; i.e., if the fault lasts for up to 48 hours, customer would not be charged for 1/3rd month of service, up to 72 hours customer would not be charged for 2/3rds of a month of service and 96 hours customer would not be charged for a full month of service.
- 2.3.4 Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.
- 2.3.5 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

SECTION 2 - RULES AND REGULATIONS (cont.)2.4 Uses of Service

- 2.4.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- 2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.4.4 Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold, or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

SECTION 2 - RULES AND REGULATIONS (cont.)2.4 Uses of Service (cont.)

- 2.4.5 Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariff cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the court.
- 2.4.6 The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.
- 2.4.7 Unauthorized Use
- A. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass.
 - B. Service shall not be used for any purpose in violation of law.
 - C. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

SECTION 2 - RULES AND REGULATIONS (cont.)2.5 Responsibilities of the Customer

- 2.5.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- 2.5.2 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 2.5.3 The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- 2.5.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- 2.5.5 The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys fees as determined by the court), or liability for patent infringement arising from 1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished, or 2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys fees as determined by the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

SECTION 2 - RULES AND REGULATIONS (cont.)2.5.5 Responsibilities of the Customer (cont.)

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel or infringement.

2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.3 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.6.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.

SECTION 2 - RULES AND REGULATIONS (cont.)

- 2.7 Disconnection of Service by Carrier. The Company (carrier), upon fourteen (14) working days' written notice to customer with a second written notice to customer seven (7) days before actual disconnection, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
- 2.7.1 Non-payment of any sum due to carrier for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.
 - 2.7.2 A violation of any regulation governing the service under this tariff.
 - 2.7.3 A violation of any law, rule or regulation of any government authority having jurisdiction over such service.
 - 2.7.4 If residential service, disconnection of service will be in keeping with Mo. Rules Chapter 33.

SECTION 2 - RULES AND REGULATIONS (cont.)

- 2.8 Deposits. The Company may, at its sole discretion, require a deposit from the Customer as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. The amount of such deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at 9% interest per annum. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulation on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.

- 2.9 Rendering and Payment. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, and the last date for timely payment. The Company will pro-rate monthly recurring charges based on a 30 day month.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

Customer payments are considered prompt when received by the company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

Late Payment Charges. Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty (30) days old. There will not be interest on previously-charged late payment fees.

- 2.10 Return Check Charges. A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00; \$30.00 if the face value does exceed

SECTION 2 - RULES AND REGULATIONS (cont.)

\$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater. The Company may waive the bad check charge under appropriate circumstances.

- 2.11 Advance Payments. For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount. Such amount shall be equal to two (2) months' service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.
- 2.12 Taxes. All state and local taxes (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.
- 2.13 Billing of Calls. All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.
- 2.14 Minimum Call Completion Rate. A Customer can expect a call completion rate comparable to that of the local underlining carrier.

SECTION 2 - RULES AND REGULATIONS (cont.)2.15 Application for Service

Service is installed by arrangement between the Company and the Customer.

- 2.15.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

If the service agreement is made verbally, the Company will, within 5 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Within 5 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company. If services requested by Customer are bundled, however, by agreement with the Customer, bundled services will not be initiated for up to 60 days.

Potential Customers who are denied service for failure to establish credit or pay the required deposit will be notified in writing by the Company of the reason for the denial within 10 days of the denial.

2.15.2 Cancellation of Application for Service

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of CBS may cancel service by providing thirty (30) days' written or verbal notice to CBS. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

SECTION 2 - RULES AND REGULATIONS (cont.)2.15 Application for Service (cont.)2.15.3 Cancellation of Service

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for services furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the Service Order shall survive such termination.

2.15.4 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will equal to the lesser of either:

- A. 20% of the balance of the total billing payable during the life of the term; or
- B. the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

SECTION 2 - RULES AND REGULATIONS (cont.)2.16 Discontinuance and Restoration of Service2.16.1 Discontinuance of Service

- A. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
- B. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are five (5) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
- C. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
- D. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such Customer is continuing to receive service from the Company.

SECTION 2 - RULES AND REGULATIONS (cont.)2.16 Discontinuance and Restoration of Service (cont.)

2.16.1 Discontinuance of Service (cont.)

E. The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the court.
2. A violation of, or failure to comply with, any regulation governing the furnishing of service.
3. An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.
4. Failure to post a required deposit or guarantee.
5. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
6. Any violation of the conditions governing the furnishing of service.

F. Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice certified mail to the Customer's last known address.

G. Written notice of the pending disconnection will be rendered not less than 14 days prior to the disconnection, with a second notice sent to the Customer 7 days before actual disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

SECTION 2 - RULES AND REGULATIONS (cont.)2.16 Discontinuance and Restoration of Service (cont.)

2.16.1 Discontinuance of Service (cont.)

H. Notice of Disconnection. Written notice will state:

1. the name and address of the Customer whose account is delinquent;
2. the reason for the discontinuance;
3. the amount that is delinquent (if applicable);
4. the date when payment or arrangements for payment are required in order to avoid termination;
5. the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges;
6. the procedure the Customer may use to request amortization of the unpaid charges;
7. the telephone number of the Company representative who can provide additional information or institute arrangements for payment;
8. the telephone number of the Missouri Consumer Affairs Division where the Customer may direct inquiries.

I. Restoration of Service.

Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, the Company shall reconnect previously disconnected service by 5 p.m. on the next business day following either:

- A) Receipt by the Company or its authorized Agent, of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
- B) Agreement by the Company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the Company may not insist upon payment of any new bill that is not past due if that bill did not itself provide the basis for disconnection.

Payment received by an authorized Agent of the Company shall be treated in the same manner as payment made directly to the Company.

SECTION 2 - RULES AND REGULATIONS (cont.)

2.16 Discontinuance and Restoration of Service (cont.)

2.16.1 Discontinuance of Service (cont.)

J. Disconnection Exemption

If a Customer reports to the Company that he or she has a medical emergency, service cannot be disconnected for 21 days, however the Customer will be obligated to provide proof in the form of a written doctor's statement in this event, per MoPSC Chapter 33.

SECTION 2 - RULES AND REGULATIONS (cont.)2.17 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at anytime and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period of time is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission, which specifies the priority system for such activities.

2.18 Special Construction And Special Arrangements

2.18.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction applied to the following circumstances:

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

SECTION 2 - RULES AND REGULATIONS (cont.)2.18.1 Special Construction And Special Arrangements (cont'd)

- F. On a temporary basis until permanent facilities are available,
- G. Involving abnormal costs, or
- H. In advance of its normal construction.

2.18.2 Basis for Charges

Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof the agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.18.3 Basis for Cost Computation - The costs referred to in Section 2.18.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Annual charges including the following: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

SECTION 2 - RULES AND REGULATIONS (cont.)

- 2.18.4 Termination Liability. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.
- A. The maximum termination liability is equal to the total cost of the special facility, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph A.) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.
- 2.18.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.19 Universal Emergency Telephone Number Service (911, E911)

- 2.19.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 2.19.2 At the time the Company provides basic local service to a customer by means of its 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 911 service provider's equipment in order to properly update the database for 911.
- 2.19.3 The Company will be obligated to provide facilities to route calls from the 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.

SECTION 2 - RULES AND REGULATIONS (cont.)

2.19 Universal Emergency Telephone Number Service (911, E911) (cont'd)

2.19.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190.310.

2.20 Free Intercept

2.20.1 If the Company has no choice but to change a customer's number, at the customer's request the Company will, for 30 days, provide the customer with an intercept recording referring callers to another number. This service is available to customers at no charge for the first 30 days.

SECTION 3 DESCRIPTION OF BASIC SERVICE (cont'd)3.1 General

3.1.1 Service Order and Installation Charge. The Service Order and Installation Charge is a nonrecurring charge which applies to administrative processing of orders for the installation of a new service, and the installation of equipment required for the provision of service.

3.1.2 Business and Residential Exchange Service -- Monthly Service Rates

Business and Residential Exchange Services provide a business or residential customer with a connection to the Company's switching network which enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance, access toll-free telecommunications service such as 800 NPA, and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business and Residential Exchange Services are provided via one or more channels terminated at the Customer's premises. Each Business and Residential Services channel corresponds to one or more digital, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Business and Residential Exchange Services on-net include XDSL broadband services; local dial tone and long distance, which services may be purchased on a bundled or unbundled basis. Connection charges apply to all service on a one-time basis unless waived pursuant to this tariff.

SECTION 3 DESCRIPTION OF BASIC SERVICE (cont'd)3.2 Network Switched Service (offnet)

For all descriptions of the Company's Network Switched Service (offnet) the Company concurs with the same descriptions as those of Southwestern Bell.

3.2.1 General

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- receive calls from other stations on the public switched telephone network;
- access the Company's local calling service;
- access the Company's (or its underlying carrier's) operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10 XXX or 10 1 XXXXX).

Business or Residential Access Lines are provided for connection to Customer provided terminal equipment. Nonrecurring, recurring, and usage charges apply as described herein.

CBS concurs in the local calling areas, EAS, and MCA for basic local exchange service provided by the incumbent local exchange company.

A white pages standard directory listing is included with each unit of wireline service.

SECTION 3 DESCRIPTION OF BASIC SERVICE (cont'd)3.2 Network Switched Service (offnet) (cont'd)3.2.2 Caller ID

Caller ID is one of the products which the Company will offer. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

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.

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.

3.2.3 Call Blocking

Per line blocking for the blocking of CPN will be available upon request, at no charge, *only* 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 as need for blocking and provides the required certification to the Company: a private, nonprofit, tax exempt, domestic violence intervention agencies and 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 can be deactivated by the customer by dialing an access code immediately prior to placing a call.

Line blocking customers can unblock their CPN information on a per call basis, 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.

SECTION 3 DESCRIPTION OF BASIC SERVICE (cont'd)3.2 Network Switched Service (offnet) (cont'd)

A customer may 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 will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer 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 Telephone Service. If the Caller ID customer 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.

3.2.4 Call Trace/Anonymous Calls

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by the Company or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (*57) to automatically request that the following information be recorded:

- a) the originating telephone number
- b) the date and time of the call
- c) the date and time call trace was activated

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact the Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

Rate for Call Trace: \$4.50 per successful activation

3.2.5 Operator Service Requirements

- 3.2.5.1 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

SECTION 3 DESCRIPTION OF BASIC SERVICE (cont'd)3.2.5 Operator Service Requirements (cont'd)

charges for incomplete calls upon (i) subscriber notification or (ii) the Company's knowledge.

- 3.2.5.2 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.
- 3.2.5.3 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- 3.2.5.4 Only tariffed rates approved by this Commission for the Company shall appear on any local exchange telephone company (LEC) billings.
- 3.2.5.5 The Company shall be listed on the LEC billing if the LEC has multi-company billing ability.
- 3.2.5.6 The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.
- 3.2.5.7 The Company will route all 0- or 00- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- 3.2.5.8 Upon request, the Company will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.
- 3.2.5.9 The Company will refuse operator services to traffic aggregators which block access to other companies.
- 3.2.5.10 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.

3.2.6 Promotions

The Company may, upon Commission approval, offer customer specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

SECTION 3 DESCRIPTION OF BASIC SERVICE3.2 Network Switched Service (offnet) (cont'd)3.2.7 Customer Local Area Signaling Services (CLASS) BlockingA. Per Call Blocking (Calling number delivery blocking)

This blocking enables Customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *(TBD) from a touchtone phone, or (TBD) from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided on a universal basis to all eligible customers. All public and semi-public payphones of the Company will be equipped with Per Call Blocking. This service will be provided free of charge.

B. Per Line Blocking (Calling Number Delivery Suppression)

This blocking enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the Customer must dial *(TBD) from a touch-tone phone or (TBD) from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law Enforcement, domestic Shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semipublic, two-party and four-party service Customers.

SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)3.2.8 Operator Services

Local exchange calls may be placed on an operator assisted basis. For operator assisted calls to Busy Line Verification and Interrupt and for Directory Assistance, the surcharges are specified in Section 3.2.9 below.

Per Call Charges:

Person-to-Person	\$0.25
Station-to-Station	\$0.10
Billed to Calling Card	\$0.05

3.2.9 Busy Line Verify and Line Interrupt Service

1. Description

Upon request of a calling party the Company will verify a busy condition on a called line.

A. The operator will determine if the line is clear or in use and report to the calling party.

B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

2. Regulations

A. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress.

2. The operator verifies that the line is available for *incoming calls*.

3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)3.2.9 Busy Line Verify and Line Interrupt Service (Cont'd)

- B. No charge will apply:
 - 1. When the calling party advises that the call is to or from an official public emergency agency.
 - 2. Under conditions other than those specified in A. preceding.
- A. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- B. The Customer shall; identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

3.2.10 Rates

Busy Line Verify Service (each request)	\$0.90
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.35

SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)3.2.11 Directory Assistance

The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

Per call to Directory Assistance: \$0.50

3.2.12 Directory Listings

The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

Rates for Additional Listings

Additional Listing Charge \$0.90

Non-Published Service

Non-published service charge, NRC \$4.50

Non-published service charge, per month: \$0.25

Non-Listed Service

Non-listed service charge, NRC \$4.50

Non-listed service charge, per month: \$0.25

SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)

<u>3.2.13 Current Rates – Network Switched Service (Off-net)</u>		<u>Rate</u>
A.	Return Check Charge (Per returned check)	\$20.00
B.	Network Switched Service	
	Nonrecurring Charges, Southwestern Bell or GTE Midwest Areas	
	<u>Residential</u>	
	Service Order & Installation Charge	\$16.77
	On-Net	\$250.00
	Central Office Connection	\$7.84
	Line Connection	\$10.07
	Change in service	
	Simple	\$8.94
	Complex	\$27.41
	Add or change line features	
	Simple	\$6.65
	Complex	\$7.55
	Maintenance Charge	
	Simple	\$25.00
	Complex	\$50.00
	<u>Business</u>	
	Service Order & Installation Charge	
	Simple	\$24.23
	On-Net	\$250.00
	Central Office Connection	
	Simple	\$12.35
	Complex	\$16.15
	Line Connection	
	Simple	\$23.13
	Complex	\$15.68
	Change in service	
	Simple	\$8.84
	Complex	\$39.47
	Add or change line features	\$7.03
	Maintenance Charge	
	Simple	\$25.00
	Complex	\$50.00
C.	Recurring Charges, Southwestern Bell or GTE Midwest Areas	
	<u>Service Type</u>	
	Residential	\$6.37
	Business Line	\$18.95
	Business Trunk, Rotary Lineq	\$22.47

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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)3.2.13 Current Rates -- Network Switched Service (Off-net) (cont'd)

D. Service Restoral, Per Occurrence -- Southwestern Bell or GTE Midwest Areas:

Residential:

Simple	\$31.87
Complex	\$59.19

Business:

Simple	\$31.87
Complex	\$83.32

E. Primary Interexchange Carrier (PIC) Change Charge -- Southwestern Bell or GTE Midwest Areas

Per PIC Change, per line	\$5.00
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SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)3.2.13 Current Rates – Network Switched Service (Off-net) (cont'd)

F. Optional Calling Features, Southwestern Bell or GTE Midwest Areas

Residential

Call block	\$0.95
Call forwarding	\$3.80
Call return	\$3.80
Call selector	\$3.80
Call tracing, per successful trace	\$3.33
Call waiting	\$4.51
Caller identification	\$6.18
Distinctive ringing	\$3.80
Repeat dialing	\$3.80
Three-way calling	\$3.80

Business

Call block	\$0.95
Call forwarding	\$3.80
Call return	\$3.80
Call selector	\$3.80
Call tracing, per successful trace	\$3.33
Call waiting	\$5.70
Caller identification	\$6.18
Distinctive ringing	\$3.80
Repeat dialing	\$3.80
Three-way calling	\$3.80

G. Operator Services

Per Call Charges:

Person-to-Person	\$3.00
Station-to-Station	\$1.65
Billed to Calling Card	\$0.65

SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.2 Network Switched Service (offnet) (cont'd)3.2.13 Current Rates – Network Switched Service (Off-net) (cont'd)

H. Busy Line Verify and Line Interrupt Service Southwestern Bell or GTE Midwest Areas

Busy Line Verify Service (each request)	\$0.90
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.35

I. Directory Assistance Southwestern Bell or GTE Midwest Areas

Per call to directory Assistance:	\$0.30
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J. Directory Listings Southwestern Bell or GTE Midwest Areas

Rates for Additional Listings:

Additional Listing Charge	\$1.95
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Non-Published Service

Non-published service charge, NRC	\$9.80
Non-published service charge, per month	\$1.10

Non-Listed Service

Non-listed service charge, NRC	\$9.80
Non-listed service charge, per month	\$1.10

3.2.14 Current Rates – Network Bundled Services – Business and Residential (On-net)

Local Exchange Dial Tone:	\$15.00 recurring monthly
High Speed Access (XDSL)	\$65.00 recurring monthly
Service Order and Installation Charge:	\$250.00 non recurring

SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)3.3 Exchange Areas served in Missouri by CBS

Local calling areas are based on the exchange and Network Access Area designation of the location from which the Customer is served and based on which incumbent LECs serve the same area. The Network Access Area assignment is the same assignment that applies to service provided at the same location and maps as that by the incumbent LEC – Southwestern Bell and GTE Midwest).

SECTION 4 -- SERVICE PROVIDER NUMBER PORTABILITY

4.1 Description

Location Routing Number (SPNP - LRN)

SPNP - LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

SPNP-LRN will be initially deployed in Kansas City and St. Louis by October 26, 1999, and will continue through a phase in deployment which will complete around March 2000 according to FCC Docket No. 95-116, as published in the Local Exchange Routing Guide (LERG). Subsequent deployment in additional switches beyond initial deployment pursuant to FCC Docket No. 95-116 will be accomplished through receipt of a bona fide request.

4.2 Terms and Conditions

General

Service Provider Number Portability (SPNP) is only available to telecommunications carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("The Act") and the rules and regulations of the Federal Communications Commission and the Public Service Commission of Missouri.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer's service location remains within the same Company rate center.

SECTION 4 -- SERVICE PROVIDER NUMBER PORTABILITY (cont'd)4.2 Terms and Conditions (cont'd)Rules and Regulations

SPNP service is only available to Telecommunications Carriers. SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for FX service, or Southwestern Bell coin telephone service.

General Regulations as found in this Tariff apply to this section unless otherwise specified in this section. The term "customer", which appears in Part 3.1 of the General Regulations is the equivalent of the term "telecommunications carrier" as used in this section.

Telecommunications Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in FCC No. 2, Section 6, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the FCC and/or the PSCSM.

Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunications Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunications Carrier provide to the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

SECTION 4 -- SERVICE PROVIDER NUMBER PORTABILITY (cont'd)4.2 Terms and Conditions (cont'd)Responsibilities of the Telecommunication Carrier

The Telecommunications Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunications Carrier to act on behalf of the end-user, the Telecommunications Carrier is responsible for providing a signed letter of authorization to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunications Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment, and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company terminates in its sole judgement that Telecommunications Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

SECTION 4 – SERVICE PROVIDER NUMBER PORTABILITY (cont'd)4.2 Terms and Conditions (cont'd)Responsibilities of the Telecommunication Carrier (cont'd).

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, Third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Service Commission of Missouri.