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August 20, 1999

FILED

AUG 20 1999

Dale Hardy Roberts
Executive Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360

**Missouri Public
Service Commission**

Re: Grand River Communications, Inc., d/b/a Grand River Long Distance
- Case No. TO-2000-33

Dear Mr. Roberts:

At the request of Staff, enclosed for substitution regarding the above referenced tariff filing, please find three copies of the following revised tariff sheets:

PSC Mo. No. 1 Original Sheet 1
PSC Mo. No. 1 Original Sheet 2
PSC Mo. No. 1 Original Sheet 11
PSC Mo. No. 1 Original Sheet 12
PSC Mo. No. 1 Original Sheet 13
PSC Mo. No. 1 Original Sheet 14
PSC Mo. No. 1 Original Sheet 15
PSC Mo. No. 1 Original Sheet 16
PSC Mo. No. 1 Original Sheet 17

PSC Mo. No. 1 Original Sheet 22
PSC Mo. No. 1 Original Sheet 24
PSC Mo. No. 1 Original Sheet 25
PSC Mo. No. 1 Original Sheet 31
PSC Mo. No. 1 Original Sheet 33
PSC Mo. No. 1 Original Sheet 35
PSC Mo. No. 1 Original Sheet 37
PSC Mo. No. 1 Original Sheet 47

If you have any questions regarding this request, please contact me at (573) 635-7166.
Thank you for your attention to this matter.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:

Sandra Morgan

Sondra B. Morgan

SBM/k

Enclosures

cc: Office of Public Counsel
Mr. Phillip S. Johnson

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GRAND RIVER COMMUNICATIONS, INC.
d/b/a Grand River Long Distance

PSC Mo. No. 1
Original Sheet 1

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

**REGULATIONS AND SCHEDULE OF CHARGES
APPLICABLE TO INTRASTATE LONG DISTANCE MESSAGE
TELECOMMUNICATIONS SERVICE FURNISHED BY**

**GRAND RIVER COMMUNICATIONS, INC.
d/b/a/ Grand River Long Distance**

**BETWEEN POINTS WITHIN THE STATE OF MISSOURI, AS SPECIFIED HEREIN.
SERVICE IS PROVIDED BY MEANS OF WIRE, RADIO, TERRESTRIAL OR
SATELLITE FACILITIES OR ANY COMBINATION THEREOF,
AS SPECIFIED HEREIN.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Grand River Communications, Inc., d/b/a Grand River Long Distance within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours, at the Company's principal place of business.

Grand River Communications, Inc., d/b/a Grand River Long Distance operates as a competitive telecommunications company as defined by Case No. TA-2000-33 within the State of Missouri.

Issued: July 19, 1999

Effective: September 2, 1999

Issued by: Philip S. Johnson, General Manager
Grand River Communications, Inc.
d/b/a/ Grand River Long Distance
1001 Kentucky Street
Princeton, MO 64673

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

WAIVER OF RULES AND REGULATIONS

Pursuant to Case No. TA-2000-33, the following statutes and rules have been waived for purposes of offering telecommunications services as set forth herein:

STATUTES

Section 392.240(1)	Rates-reasonable average return on investment.
Section 392.270	Property valuation.
Section 392.280	Depreciation rates.
Section 392.290	Issuance of stocks and bonds.
Section 392.310	Issuance of stocks and bonds.
Section 392.320	Issuance of stocks and bonds.
Section 392.330	Issuance of stocks and bonds.
Section 392.340	Reorganization.

COMMISSION RULES

4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010(2)(C)	Posting exchange rates at central offices.
4 CSR 240-32.030(1)(B)	Exchange boundary maps.
4 CSR 240-32.030(1)(C)	Record of access lines.
4 CSR 240-32.030(2)	Records kept within state.
4 CSR 240-30.040	Uniform System of Accounts.
4 CSR 240-32.050(3-6)	Telephone directories.
4 CSR 240-32.070(4)	Coin directories.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040(5)	Finance fee.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS

3.1 Undertaking of the Company

3.1.1 Scope

The Company undertakes to provide telecommunication Services in accordance with the terms and conditions set forth in this tariff.

3.1.2 Shortage of Facilities

The Company's Service is subject to availability of suitable facilities. The company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of lack of satellite or other transmission medium capacity or because of any force majeure condition.

3.1.3 Liability of the Company

- A. Except as stated in this Section 3.1.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- B. The liability of the Company for damage resulting in whole or in part from, or arising in connection with, the furnishing of Service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentation shall not exceed the dollar amount of the call in which the Service disruption occurred. Such dollar amount shall be credited on the customers next billing cycle.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

- C. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes, or any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- D. The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used to provide the Company's Service. Nor shall the Company be liable for any damage or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services.
- E. The Company reserves the right to discontinue furnishing Service without notice to the Customer when necessitated by conditions beyond its control or when the Customer is believed to be using the Service in violation of the provisions of this tariff or in violation of the law.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

- F. Calls to a foreign country or area, or calls routed through a foreign country or area, are subject to such restrictions as may be enforced from time to time by the authorities in that country or area.
- G. The Company, at its discretion, may discontinue or suspend all or a portion of its Service without notice to the Customer, by blocking facilities to certain countries, or by blocking calls placed using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore its Service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new Authorization Code to replace the one that may have been deactivated.
- H. All or any portion of the Company's Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by or acts or omissions of any third parties.
- I. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.3 Liability of the Company (continued)

- J. In the event parties other than the Customer (e.g., Customer's authorized users) shall have use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects. The Company shall have no liability to any person or entity other than its Customer.

3.1.4 Claims

- A. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for liable, slander, or infringement of copyright, trademark, trade name or patent resulting from use of the Company's Service; and any other claim resulting from act or omission of the Customer or Customer's authorized user relating to the use of the Company's Service.
- B. The Company shall not be liable for use, misuse, or abuse of a Customer's Service by third parties, including, without limitation, the Customer's employees, guests or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.4 Claims (continued)

- C. The Company is not liable for any damages, including but not limited to, toll and long distance usage charges, the Customer may incur as a result of unauthorized use of the Customer's telephone facilities or Company Authorization Codes. The Company may work with the Customer to recommend possible solutions to reduce unauthorized use. However, the Company does not warrant or guarantee that its recommendations will prevent unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities and Company Authorization Codes.

3.1.5 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service.
- B. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is used in connection with the Company's Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Service under this tariff and to the maintenance and operation of such Service in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.1.4 Claims (continued)

2. the reception of signals by Customer-provided equipment.

3.2 Use of Service

The Company's Service may be used to transmit communications of the Customer in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission.

- A. The Service is provided for use by the Customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this tariff.
- B. The Service is furnished subject to the condition that it will not be used for an unlawful purpose, and there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of the service includes, but is not limited to;
 1. The use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable to the Service.
 2. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, Long Distance Message Telecommunications Service by rearranging, tampering with or making connection with any service components of the Company or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part, of the regular charge for such Service.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.2 Use of Service (continued)

3. The use of the Service of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 4. The use of profane or obscene language.
 5. The use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers, or harm the facilities of the Company or others.
- C. In the event the Company determines, in its sole judgement, that there is fraudulent use of either the Services furnished by the Company or the Company's network, the Company will, without notice to the Customer or liability to the Company, discontinue Service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.

3.3 Payment for Service

The Customer is responsible for payment of all charges for Service provided by the Company. The per-minute rates for the Prepaid Calling Card contained in Section 5.4.1 herein include all applicable Federal, state and local sales, use and excise taxes. In all other cases, applicable taxes appear as separate line items on the Customer's invoice.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.5 Obligations of the Customer (continued)

liability relating to Services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.6 Billing and Payment Regulations

3.6.1 Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a request from the Customer for the disconnection of the Service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to charges for the Company's Service, the Customer shall pay any applicable Federal, state or local use, excise, sales or privileges taxes or assessments such as the Universal Service Fund assessment, resulting from the Services furnished by the Company. Such taxes or assessments shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.

3.6.2 The Customer is responsible for payment of all charges for Service furnished by the Company. This includes payment for calls or Service:

- A. Originated at the Customer's number(s) whether authorized or not;
- B. Accepted at the Customer's number(s) (e.g. 800/888/877 Service);
- C. Billed to the Customer's number via third number billing, a calling card, a Company-assigned Authorization Code, or other special billing number; or
- D. Incurred at the request of the Customer.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

- A. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months service based on the average bill during the preceding twelve months or in the case of new applicants, two months average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
 - B. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.
- 3.6.6 In the event that a check or draft tendered by a customer is returned, a fee of \$10.00 will apply. The fee will be accessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is bank error, in which case documentary evidence is required to waive the fee.
- 3.6.7 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

charged to or against the Company or its Customer. Such taxes, fees, etc, shall be paid by the Customer in addition to the charges stated in the tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

3.6.8 If Customer seeks to have the Company reinstitute Service, Customer shall pay to the Company prior to the time Service is reinstituted (1) all accrued and unpaid charges, and (2) a deposit, as determined by the Company.

3.6.9 The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.

3.6.10 Customers billed by a Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), or other local exchange telephone company, on behalf of the Company, are responsible for any late payment charges imposed by the Local Exchange Carrier, Competitive Local Exchange Carrier, or local exchange telephone company.

3.7 Credit Allowances

3.7.1 Interruption of Service

- A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.8 Equipment (continued)

- A. The through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
- B. The reception of signals by Customer-provided equipment; or
- C. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

3.9 Determination and Rendering of Charges

- 3.9.1 For billing purposes, Service will be deemed to be started on the day the Service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, billing for all usage commences on the date usage begins.
- 3.9.2 Subject to the Company's right to terminate or suspend Service as otherwise provided in this tariff, the minimum service period is thirty (30) days. Termination by the Customer is effective as of the end of the next business day after receiving the Customer's request to cancel Service.
- 3.9.3 All monthly recurring charges are billed one month in advance. Initial and final months billing, when the service period is less than one month, will be prorated one-thirtieth (1/30th) of the month's recurring charge for each day the Service was rendered or equipment was provided.
- 3.9.4 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are

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3. REGULATIONS (continued)

3.10 Dedicated Access and Private Line Services

3.10.1 Rates for Dedicated Access and Private Line Services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Dedicated access and private line services will be limited to interexchange telecommunications services. Terms of the specific ICB contracts will be made available to the Missouri Public Service Commission upon request on a proprietary basis.

3.11 Calculations of Billable Time (Usage Charges)

3.11.1 Unless otherwise specifically stated in this tariff, all calls, regardless of time period, lasting one (1) minute or a fraction thereof, are subject to a minimum billing increment of one (1) minute. Calls are billed in one (1) minute increments thereafter, with partial minutes rounded up to the next full minute.

3.11.2 Chargeable time begins when the connection is established between the calling station and the called telephone number and ends when the connection is terminated.

3.11.3 In determining usage charges, Peak/Off-Peak/Holiday rate periods, as defined in Section 5.1 of this tariff, apply, unless otherwise indicated, and are based on the time where the call originates. In cases where a call begins in one rate period and continues into another rate period, the rate in effect in each period will apply to the portion of the call occurring within the applicable rate period.

3.11.4 All per-call charges of fractional cents shall be rounded to the next full cent unless otherwise stated.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.3 Inbound (800/888/877) Toll Free Service

4.3.1 The Company's Inbound (800/888/877) Toll Free Service enables the Customer to receive 800/888/877 service calls at the Customer's residence or business. The Service is accessed via 800/888/877 NPA's originating on Feature Group facilities provided by the LEC and terminating on a regular residential or business line. The following regulations apply to all Inbound (800/888/877) Toll Free Service:

- A. The Company reserves the right to require an applicant for the Company's Inbound 800/888/877 Toll Free Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical target areas, and a schedule of marketing and promotional activities. The Company also may require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.
- B. The Company's Inbound 800/888/877 Toll Free Service is furnished upon condition that the Customer contracts for adequate facilities, and must obtain an adequate number of access lines for the Company's Inbound 800/888/877 Toll Free Service, to permit the use of this Service without injurious effect upon it or any Service rendered by the Company, or to prevent interference or impairment of this Service or any other Service provided by the Company, based on (1) total call volume, (2) average call duration, (3) time-of-day characteristics, and (4) peak calling

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.4.5 The Company will deactivate the Calling Card within twenty-four (24) hours after notification from the Customer. The notification can be in writing to the Company, or by contacting the Company's Customer Business Office.

4.5 Operator Services

4.5.1 Operator Service as provided by Company includes live operator and/or automated operator functions, for the purpose of assisting in the processing of telephone services such as: long distance via collect calls, calling card calls, or third-party billed calls. Company operators may be contacted by dialing 0+ the number desired or 0- the number desired. Calls will be billed at Company MTS service rates as set forth in Section 5 plus the appropriate service charges.

4.5.2 In providing operator services, Company agrees that:

- A. Company will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
- B. Company will advise the caller and billed party (if different from the end user) that Company is the operator service provider at the time of the initial contact.
- C. Company will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

4. SERVICE OFFERINGS (continued)

4.5 Operator Services (Continued)

2. Provide for the prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.

4.6 Dedicated Interexchange Digital Private Line Service

- 4.6.1 Digital transmission facilities between Company service points, when connected with dedicated access to customer locations, allow for communications between locations of the customer or his authorized user. These combined facilities are utilized on a dedicated (non-switch) basis between two or more customer locations, as specified by the customer.

4.7 Promotions

Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. 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.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.5 Operator Service Rates (continued)

5.	Person-to-Person	\$4.50	\$5.50
6.	Station-to-Station	\$2.30	\$3.30

5.6 Dedicated Interexchange Digital Private Line Service

5.6.1 Voice Grade Facility

- A. Two point effective two/four wire grade analog or 64 Kbps digital interface (digitalized voice or otherwise compatible 64 Kbps bit stream facility)

Rate: \$ ICB

5.6.2 DS1/1.544 Mbps Facility

- A. Two point digital interface operating at 1.544 Mbps, which may be furnished on either a channelized or non-channelized basis

Rate: \$ ICB

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