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December 17, 1999

VIA OVERNIGHT MAIL

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

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DEC 20 1999

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Public Service Commission

TO 2000-344

Re: Tariff File No. 20000487  
@link Networks, Inc. d/b/a At Link Networks, Inc. Local Exchange Tariff

Dear Mr. Roberts:

Enclosed for filing on behalf of @link Networks, Inc. d/b/a At Link Networks, Inc. ("@link") are an original and six (6) copies of replacement pages to @link's local exchange tariff, P.S.C. MO Tariff No. 1. The replacement pages reflect additional changes requested by staff during conversations with @link's local counsel, Mary Ann Young. The issued and effective dates are as originally filed on November 24, 1999.

The following replacement pages are enclosed with this filing:

<u>Page</u>	<u>Change</u>
2	Added section numbers to Table of Contents.
4	Substituted "Company" for "Dakota Services, Ltd."
5	Revised the definition of Communication Services.
6	Substituted "Company" for "Dakota Services, Ltd."
9	Corrected section numbering.
12	Corrected section numbering.
15	Added sentence regarding not using ICB rates for switched services.

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Thank you for your assistance in processing these replacement pages. A copy of this filing is being served on the Office of Public Counsel this date. Should you have any questions regarding this filing, please do not hesitate to call Brett Ferenchak at (202) 424-7697.

Respectfully submitted,



Grace R. Chiu  
Brett P. Ferenchak

Counsel to @link Networks, Inc. d/b/a  
At Link Networks, Inc.

Enclosures

cc: Tom Solt  
Mary Jo Grant  
Mary Ann Young

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Issued: November 24, 1999

Effective: December 24, 1999

Issued By: Mary Jo Grant, Regulatory Compliance Administrator  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

## 1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by Company. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Communication Services: The Company's non-switched local exchange and intrastate private line interexchange services.

Company: @link Networks, Inc. d/b/a At Link Networks, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DSL: Digital Subscriber Line.

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

2. REGULATIONS (con't)

2.1 Definitions (con't)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by Company and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

(B) (cont'd)

the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.

(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, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, 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; any national emergencies, insurrections, riots, wars; or any labor difficulties.

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.

(E) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.

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## 2.3 Obligations of the Customer (con't)

### 2.3.1 Payment Arrangements (con't)

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent compounded monthly (19.56% per annum) and computed on a daily basis or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.



### 3. SERVICE OFFERINGS AND RATES

#### 3.1 Service Offerings

Company offers DS1, DS3, and xDSL access services.

xDSL are non-switched, local exchange technologies that allow multiple forms of data, voice, and video to be carried over standard twisted pair copper, or UNEs, on the local loop between the central office and consumer site.

Services offered by Company do not include access to/from the Public Switched Network. Company provides data connections only and does not assign or otherwise route traffic by the use of telephone numbers, i.e. NPA-NXX-XXXX.

In the event Company begins to provide service to/from the Public Switched Network, Company will file tariffs reflecting the rates, terms and conditions for such services.

#### 3.2 Rates

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. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.