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June 15, 2004

Mr. Dale Hardy Roberts
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

FILED

JUN 15 2004

Re: TelAtlantic Communications, Inc.

**Missouri Public
Service Commission**

Dear Mr. Roberts:

Enclosed for filing on behalf of TelAtlantic Communications, Inc., please find an original and eight (8) copies of an Application for Certificate of Service Authority with attached tariff sheets.


Would you please see that this filing is brought to the attention of the appropriate Commission personnel.

I thank you in advance for your cooperation in this matter.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:


Diana C. Farr

DCF/lar

Enclosure

cc: Dan Joyce
John Coffman

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

JUN 15 2004

In the matter of the Application of)
TelAtlantic Communications, Inc.)
For a certificate of service authority)
To provide interexchange)
telecommunications services and to)
classify such services and the company)
as Competitive)

Case No. _____

Missouri Public
Service Commission

APPLICATION

TelAtlantic Communications, Inc. ("Applicant"), a Delaware Corporation, files this
verified application respectfully requesting that the Missouri Public Service Commission
("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interexchange and
local exchange telecommunications services pursuant to Chapter 392 of the
Missouri Revised Statutes.
- (b) grants competitive status to Applicant, and classifies the Applicant's services as
competitive.
- (c) waives certain Commission rules and statutory provisions pursuant to Section
392.420, RSMo2000.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of the Applicant is:

TelAtlantic Communications, Inc.
604 Cameron Street
Alexandria, Virginia 22314
Telephone Number: (703) 838-2013
Facsimile: (703) 548-2015

2. A copy of Applicant's authority to transact business in Missouri is attached hereto as

Exhibit I.

3. The Applicant's registered agent for service of process in the State of Missouri is:

Debbie Choate
P.O. Box 7
Main Street
Miller MO 65707

4. Applicant currently owns and operates telecommunications companies in Kansas, Missouri and West Virginia. Applicant has an application pending West Virginia Public Service Commission approval to resell interexchange telecommunications in the State of West Virginia.

Applicant proposes to provide interexchange telecommunications services within Missouri including direct outbound dialing (1+ and 101XXXX), 800 and 888 (inbound Toll-Free), calling cards and directory assistance. Applicant respectfully requests authority to provide service to prospective business and residential customers throughout the State of Missouri.

5. Applicant has the experience in the telecommunications industry and the technical and financial resources to provide telecommunications services within Missouri.

6. Applicant's Tariff is attached as Exhibit II. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services offered, and the rates for such services.

7. Applicant requests classification as a competitive telecommunications company within the State of Missouri, and that its services are classified as competitive. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application is in the public interest as it will allow greater price and service options for telephone users.

8. Applicant also respectfully requests, pursuant to Section 392.420 RSMo2000, that the Commission waive the application of the following rules and statutory provisions as it relates to the regulation of Applicant's resold interexchange service:

Rule/Statute

392.210.2	Uniform System of Accounts
392.240.1	Just & Reasonable Rates
392.270	Ascertain Property Values
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Issuance of stock and debt
392.320	Stock dividend payment
392.330	Issuance of securities, debts & notes
392.340	Reorganizations
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-3.545 (2)(C)	Rate schedules should be posted at central office
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Inform customers of lowest price

Waiver of the above-referenced rules and statutory provisions is consistent with the Commission's treatment of other certificated competitive interexchange telecommunications companies.

9. Applicant, pursuant to Section 386.570, 2000, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.
10. Correspondence concerning this application should be addressed to:

David Damiani
Secretary
TelAtlantic Communications, Inc.
604 Cameron Street
Alexandria, Virginia 22314
Telephone Number: (703) 838-2013
Facsimile: (703) 548-2015
Email: david@damianilaw.com

with a copy to:

W.R. England, III
Sondra B. Morgan
Brydon, Swearengen & England
P.O. Box 456
Jefferson City, Missouri 65102

11. The Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application. No Commission annual reports or assessment fees are overdue.

12. Grant of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. Customers will have access to new service and rate choices, and the increased competition resulting from Applicant's entry into the Missouri market will increase the incentives for other telecommunications providers to operate more efficiently, reduce their prices, and improve their quality of service.

WHEREFORE, Applicant, TelAtlantic Communications, Inc., respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange and local exchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company and that its services be classified as competitive. In addition Applicant requests a waiver of the above-referenced rules and statutory provisions.

Respectfully submitted,

Sondra B. Morgan

By: Diana C. Farr
#50527

W. R. England, III

Mo. Bar #23975

Sondra B. Morgan

Mo. Bar #35482

BRYDON, SWEARENGEN & ENGLAND P.C.

P.O. Box 456

Jefferson City, Missouri 65102

(573) 635-7166

(573) 635-0427 (Fax)

smorgan@brydonlaw.com (email)



David Damiani, Secretary

TelAtlantic Communications, Inc.

604 Cameron Street

Alexandria, Virginia 22314

Telephone Number: (703) 838-2013

Facsimile: (703) 548-2015

Email: david@damianilaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent electronically, U.S. Mail, postage prepaid, or hand-delivered, on this 15th day of June 2004, to:

Office of the Public Counsel
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102

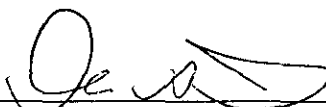
General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

A handwritten signature in cursive script, reading "Diana C. Farr", written over a horizontal line.

STATE OF VIRGINIA)
CITY)
COUNTY OF ALEXANDRIA)

VERIFICATION

I, David Damiani, being duly sworn, declare that I am the Secretary of TelAtlantic Communications, Inc., the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



David Damiani, Secretary
TelAtlantic Communications, Inc.

Sworn to before me, the undersigned Notary Public on this 1st day of June, 2004.



Notary Public

ELAINE VERONICA NELSON
Print or Type Name

My commission expires: DECEMBER 31, 2006



No. F00493017

STATE OF MISSOURI



Matt Blunt
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
TELATLANTIC COMMUNICATIONS, INC.

using in Missouri the name
TELATLANTIC COMMUNICATIONS, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of DELAWARE.

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 7th day of FEBRUARY, 2001.

Matt Blunt

Secretary of State

\$155.00



EXHIBIT II

TELATLANTIC COMMUNICATIONS, INC.

**PROPOSED MISSOURI INTEREXCHANGE
TARIFF PSC MO. NO. 1**

TELATLANTIC COMMUNICATIONS, INC.

Original Sheet 1

INTRASTATE MESSAGE LONG DISTANCE TELEPHONE SERVICE

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

TELATLANTIC COMMUNICATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Long Distance Telecommunications Services furnished by TelAtlantic Communications, Inc., with principal offices at 604 Cameron Street, Alexandria, Virginia 22314. This tariff applies for services furnished within the State of Missouri for business and residential service. 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.

TelAtlantic Communications, Inc. operates as a competitive telecommunications company under the revised statutes of Missouri.

All services will be provided in accordance with Commission rules and regulations

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

WAIVER OF RULES AND REGULATIONS

392.210.2	Uniform System of Accounts
392.240.1	Just & Reasonable Rates
392.270	Ascertain Property Values
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Issuance of stock and debt
392.320	Stock dividend payment
392.330	Issuance of securities, debts & notes
392.340	Reorganizations
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-3.545 (2)(C)	Rate schedules should be posted at central office
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-33.030	Inform customers of lowest price

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

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INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify deleted material
- (I) - To signify increase in rates
- (M) - To signify material relocated in the tariff
- (N) - To signify new rates or regulations
- (R) - To signify decrease in rates
- (T) - To signify a change in text but no change in rate or regulation

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 Sheets 14 and 15 would be Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Missouri Public Service Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next highest 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).

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

1. General

1.1 Application of Tariff

1.1.1 This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service, hereinafter referred to as "Service", by TelAtlantic Communications, Inc., hereafter referred to as the "Company", from its points of presence in the State of Missouri to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.2 The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.1.3 The Company operates in the State of Missouri as a Competitive Telecommunications Company.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.1 Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

1.2.2 Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.3 Commission

The Missouri Public Service Commission.

1.2.4 Common Carrier

A company or entity providing telecommunications services to the public.

1.2.5 Company

TelAtlantic Communications, Inc., unless the context indicates otherwise.

1.2.6 Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

1. **General** (Cont'd)

1.2 Definitions (Cont'd)

1.2.7 Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

1.2.8 Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.9 Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.10 Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in *United States v. Western Electric*, Civil Action No. 82-0192 (*United States District Court, District of Columbia*), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.11 Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.12 Intrastate Message Telecommunications Service (MTS)

The term "Intrastate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence in the State of Missouri to intrastate points as specified herein.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.13 Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

1.2.14 Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

1.2.15 Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.16 Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

1. General (Cont'd)

1.2 Definitions (Cont'd)

1.2.17 Service

The offerings by the Company to the Customer under this Tariff.

1.2.18 Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.19 Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering, or any other form of intelligence.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services**2.1 Undertaking of the Company****2.1.1 Scope**

The Company is a carrier providing intrastate domestic communications services to Residential and Business Customers for their direct transmission of voice, data and other types of telecommunications within the State of Missouri as described in this Tariff.

2.1.2 Limitations

- A. The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.
- B. The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.
- C. The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

- 2.2.1 All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.2 The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.3 Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.4 The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.5 The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.6 Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.7 The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.8 The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.9 In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.10 The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- A. Using the Service for any purpose which is in violation of any law.
 - B. Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
 - C. Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
 - D. Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
 - E. Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.11 The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

2.3 Liabilities of the Company

- 2.3.1 Except as stated in this Section 2.3, 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.
- 2.3.2 The liability of the Company for damages 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 misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.
- 2.3.3 The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) 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; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.
- 2.3.4 The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of Customer Provided Equipment, facilities or services.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.4 Service Orders**

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

- 2.4.1 Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.
- 2.4.2 Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

2.5 Charges and Payments for Service or Facilities**2.5.1 Deposits**

- A. The company may require a deposit if the applicant 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 which is equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.
- 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.
- C. In lieu of a deposit, Company may accept a written guarantee. The guarantee shall not exceed the amount of a cash deposit that the Company could request under this section.
- D. No deposit, guarantee, additional deposit nor additional guarantee will be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.1 Deposits (Cont'd)

- E. Upon discontinuance or termination of service, the deposit will be credited, with accrued interest, to the charges stated on the final bill, and any balance will be returned to the customer within twenty-one (21) days of the rendition of the final bill.
- F. Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, guarantors will be released or deposits with accrued interest will be refunded or credited against charges on subsequent bills. Payment of charges will be considered satisfactory if received prior to the date on which the charge becomes delinquent provided the charge is not in dispute. The Company may withhold the refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.
- G. The Company will maintain records of all pertinent information with regard to each deposit held.
- H. The Company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.

2.5.2 Description of Payment and Billing Periods

- A. Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- B. When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- C. In the event a Local Exchange Carrier, commercial credit card company or others cease efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.3 Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

- A. Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- B. In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.
- C. All charges and fees subject to Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.

2.5.4 Payment and Late Payment Charge

- A. Payment will be due as specified on the Customer bill. Commencing after that due date, a one-time late payment charge of 1.5% will be applied to all amounts past due.
- B. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
- C. Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.4.A. Restoration of Service will be subject to all applicable installation charges.

2.5.5 Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed. The returned check charge will be equal to, or less than, the rate allowed by state statute.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.6 Credit Allowances/Service Interruptions

- A. Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- B. Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- C. The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- D. Only those portions of the Service or equipment operation disabled will be credited.
- E. Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.7.

2.5.7 Service Interruption Measurement

- A. In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.
- B. A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.6 Termination or Denial of Service by the Company

2.6.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the Company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services for the following:

- A. Nonpayment of a delinquent charge except for basic local exchange service;
- B. Failure to post a required deposit or guarantee;
- C. Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- D. Failure to comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;
- F. Material misrepresentation of identity in obtaining telecommunications company service; or
- G. As provided by state or federal law.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.7 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing, in person, or by telephone to the Company at:

Mary Beth Seymour
1449 Fairmont Road
Morgantown, West Virginia 26501
(304) 983-8612

Any objection to billed charges should be reported promptly to the Company. A dispute must be registered with the Company prior to the delinquent date of the charge, and the Customer must provide the disputed call details and the basis for any requested adjustment. 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. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If the Company cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint. If Customer complaint cannot be resolved informally, Customer may file an informal complaint. If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:

Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:

Missouri Office of Public Counsel
200 Madison Street, 6th Floor
Jefferson City, Missouri 65102

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.8 Special Services

2.8.1 General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.8.2 When Applicable

Special Services rates apply in the following circumstances:

- A. If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- B. If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- C. Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- D. When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- E. If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.8 Special Services (Cont'd)****2.8.3 Cancellation**

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order before the Service begins, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.9 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.10 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.11 Inspection, Testing and Adjustment

2.11.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.11.2 Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

2.12 Marketing

The Company will market their services, but the Company will not participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in the State of Missouri. Furthermore, the Company will comply with marketing procedures set forth by the Commission.

2.13 Operator Services

Operator services will not be provided by the Company as part of the Service furnished by the Company.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services

3.1 Service Points

3.1.1 The Company provides originating Service from domestic points in the State of Missouri to domestic points in the State of Missouri.

3.1.2 The Company provides terminating service from domestic points in the State of Missouri to domestic points in the State of Missouri.

3.2 Measurements/Availability of Service

The Service is available at the rates listed in Section 4, through subscription to any of the intrastate message telecommunication service offerings available from the Company.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.3 Timing of Calls

- 3.3.1 Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.2 The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.3 The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.4 There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- 3.3.5 The time of day at the calling party rate center determines what Time-of-Day rate period applies.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.4 Method of Applying Rates

Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.5 Promotional Offerings

The telephone company may, from time to time and in a nondiscriminatory manner, offer specifically designated services at reduced rates and/or charges, or for no rate and/or charge, for promotional, market research, training and/or experimental purposes. Such offerings shall be of ninety calendar days or less in duration.

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.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.6 Dialed Intrastate Message Telecommunications Services

- 3.6.1 Dialed Intrastate Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.
- 3.6.2 Depending upon the service option chosen by the Customer, the charges for the use of such domestic intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.
- 3.6.3 All Customers shall be charged the rates identified in Section 4.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.7 800 Service

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

3.8 Calling Card Service

3.8.1 Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the State of Missouri through the use of a specific "1-800" telephone number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.

3.8.2 It is the responsibility of the Customer to guard and protect against any unauthorized use of any company issued codes to which billing may be charged.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.9 Directory Assistance Service

3.9.1 The Company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers.

3.9.2 All customers shall be charged the rates identified in Section 4.

 INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service**4.1 Returned Check Charge**

Customers whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

	<u>Rate</u>
Per Occasion	\$25.00

4.2 Direct Dial Service

Rates for Direct Dialed Intrastate Message Telecommunications Service for all points in the State of Missouri are as follows:

4.2.1 TelAtlantic Direct Dial Plan A

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$0.13
Monthly Rate	\$0.00

4.2.2 TelAtlantic Direct Dial Plan B

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$0.11
Monthly Rate	\$4.95

4.2.3 TelAtlantic Direct Dial Plan C

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$0.11
Monthly Rate	\$6.95

[NOTE: Interstate Per Minute Rates are discounted]

4.2.4 TelAtlantic Direct Dial Plan D

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$ 0.10
Monthly Rate	\$19.95

[NOTE: Interstate Per Minute Rates are discounted]

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)**4.3 800 Service**

There is a monthly subscription charge, and per-minute usage charges for all 800 Service calls received.

4.3.1 TelAtlantic 800 Service Plan B

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$0.10
Monthly Recurring Subscription Charge*	\$4.95

4.3.2 TelAtlantic 800 Service Plan C

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$0.10
Monthly Recurring Subscription Charge*	\$6.95

[NOTE: Interstate Per Minute Rates are discounted]

4.3.3 TelAtlantic 800 Service Plan D

	<u>Rate</u>
Per Minute (Monday – Sunday, All Day)	\$ 0.085
Monthly Recurring Subscription Charge*	\$19.95

[NOTE: Interstate Per Minute Rates are discounted]

*Monthly Recurring Charge as noted in 4.2 preceding; only a single monthly charge will apply if customer has 800 number service.

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)

4.4 Calling Card Service

Rates for Calling Card Service for all points in the State of Missouri. The rates are as follows:

	<u>Rate</u>
Per Minute (Monday-Sunday, All Day)	\$0.15

INTRASTATE MESSAGE LONG DISTANCE TELECOMMUNICATIONS SERVICE

4. Rates for Intrastate Message Telecommunications Service (Cont'd)**4.5 Directory Assistance Service**

	<u>Rate</u>
Per Request	\$0.50

4.6 Dial-Around Compensation Surcharge for Payphones

4.6.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- Calling card service
- Collect calls
- Third party billed
- Directory Assistance calls
- Pre-paid card service

4.6.2 The Surcharge does not apply to:

- Calls paid for by inserting coins
- Calls placed from stations other than public/semi-public payphones
- Calls placed to the Missouri Telecommunications Relay Service for the hearing impaired
- Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.6.3 The Dial Around Compensation Surcharge rate is \$0.25 per call.