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May 3, 2005

*RECEIVED<sup>2</sup>*

MAY 03 2005

*Records  
Public Service Commission*

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

**Re: Quasar Communications Corporation  
-Revised Tariff Filing YX-2005-0933**

Dear Mr. Roberts:

Enclosed for substitution regarding the above referenced tariff filing, please find three (3) copies of the following revised tariff sheets:

Missouri PSC Tariff No. 1, Original Page No. 8  
Missouri PSC Tariff No. 1, Original Page No. 9

Please see that these sheets are substituted for the sheets previously filed with your office on April 25, 2005.

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

Sincerely yours,

*Sandra Morgan*

Sondra B. Morgan

SBM/lar  
Enclosures  
cc: Office of Public Counsel  
Loubna Haddad  
Sara Buyak

## **SECTION 2 - RULES AND REGULATIONS**

### **2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

### **2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

### **2.7 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

**SECTION 2 - RULES AND REGULATIONS**

**2.8 Cancellation by the Company**

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services after 10 days written notice to residential customers:

- 2.8.1** For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2** For violation of any of the provisions of this tariff,
- 2.8.3** For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

**2.9 Interruption of Service by the Company**

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with price list regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore 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 has been deactivated.

**2.10 Termination of Service by Subscriber**

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice, in person or by telephone.