

ORIGINAL

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September 4, 2002

Mr. Dale Hardy Roberts
Secretary/ Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

FILED³

SEP 04 2002

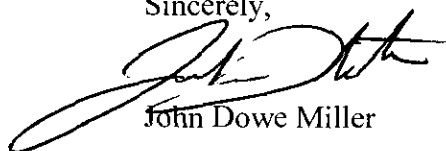
Re: Case No. XA-2003-0045
Ridley Telephone Company, L.L.C.

Missouri Public
Service Commission

Dear Mr. Roberts,

Please find enclosed for filing in the above referenced case and tariff file an original and eight copies of substitute original tariff sheet nos. 15, 16, 24, 25, 28,31,34,37,41,42,43 and 45 to replace those same numbered tariff sheets originally filed. The changes contained in the substitute sheets were requested by Staff. Thank you.

Sincerely,



John Dowe Miller

JDM/nt

Enclosure

cc: Phil Garcia
General Counsel's Office
Office of the Public Counsel
Patrick Crocker

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Upon ten (10) days prior notice to the Commission and upon receiving Commission approval, the Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof. Company will provide written notice to the Commission at least ten (10) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific services offered, the location and the beginning and ending dates of the promotional period.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Missouri Public Service Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Twelve O'clock

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Effective: September 22, 2002

By: James Fiumara, Managing Member
Ridley Telephone Company, L.L.C.
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In designated time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

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2.3.8. Reserved For Future Use

2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service 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.

2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.4. Cancellation of Service by a Customer

2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon 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 a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

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2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:
- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given ten business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. immediately upon written notice to the Customer of any some thirty (30) days past due.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under

arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

2.8.2. The Company's bills are due upon receipt. Amounts not paid within 21 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount equal to 1 ½ % per month. If a Business Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service.

2.8.4. Reserved For Future Use

2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday
From 8:01 AM to 11:00 PM Saturday
From 8:01 AM to 5:00 PM Sunday

2.13. Individual Case Basis (ICB)

2.13.1 Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for services offered on an ICB will be structured to recover the Company's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

4. RATES AND CHARGES

4.1. Usage Rates

- 4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.3. Dedicated Inbound Usage Rates**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	0.03612	0.01204

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4.5. Dedicated Outbound Usage Rates**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	0.04200	0.01400

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4.6. Calling Card Usage Rates

- 4.6.1. Customers using the Company's Calling Card to place long distance calls incur a \$0.30 per call charge in addition to the per minute usage charge set forth hereinafter.

PLAN A

Customers subscribing to Plan A incur a \$3.00 monthly billing charge should monthly usage charges fail to exceed \$50.00. Customers will incur a one time activation fee of \$1.00 per calling card. The Company shall invoice Customers directly under Plan A.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	0.06612	0.02204

PLAN B

Customers subscribing to Plan B incur a \$3.00 per month service charge. Customers with a monthly usage charge in excess of \$75.00 shall not be eligible to Plan B. Customers will incur a one time activation fee of \$1.00 per calling card. Customers shall be billed by the appropriate local exchange company.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.2724	0.2724

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PLAN C

Customers subscribing to Plan C shall receive invoices from the appropriate local exchange company. Customers will incur a one time activation fee of \$1.00 per calling card. Customers shall incur no monthly billing charge under Plan C.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	0.2999	0.2999

SAVINGS PLAN NO. 1

Customers subscribing to Savings Plan No. 1 incur a \$3.95 per month service charge, in addition to the \$19.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 407 minutes per month.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.049	\$0.049

SAVINGS PLAN NO. 2

Customers subscribing to Savings Plan No. 2 incur a \$3.95 per month service charge, in addition to the \$24.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 422 minutes per month.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.059	\$0.059

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4.7. Recurring Charges

4.7.1. Customers will incur the following monthly Recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800/888 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	NC	NC
Authorization Codes/BTN (verified)	NC	NC
Authorization Code change/add/delete	NC	NC
Monthly Recurring Charge Per T-1	NC	\$50.00
Billing Fee	\$5.00	\$5.00

4.8. Non-recurring Charges

4.8.1. Customers will incur the following Non-recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800/888 Number	\$0.00	\$50.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$100.00	\$100.00
Authorization Code change/add/delete	\$10.00	\$10.00
Set and Installation Charge	\$0.00	\$400.00

4.9. Special Promotional Offering

4.9.1. Upon ten (10) days prior notice to the Commission and upon receiving Commission approval, the Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof. Company will provide written notice to the Commission at least ten (10) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific services offered, the location and the beginning and ending dates of the promotional period.

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