



MEMO

FILED

JUL 30 2003

Date: 7/29/2003

Missouri Public
Service Commission

Subject: Replacement Cover Letters for Case No. XN-2004-0021

Please find in the enclosed envelopes replacement cover letters for Case No. XN-2004-0021. These replacement letters are being sent at the request of staff. Attached to this memo is the email from staff requesting these replacement cover letters. If you have any questions please do not hesitate to contact me.

Thank you,

Karen Hyde
TelCove
121 Champion Way
Canonsburg, PA 15317
Phone: 724-743-9719
Fax: 724-743-9791
karen.hyde@telcove.com

Karen Hyde

Subject: RE: FYI - XN-2004-0021 Adelphia to TelCove Name Change

-----Original Message-----

From: arthurkuss@psc.state.mo.us [mailto:arthurkuss@psc.state.mo.us]
Sent: Thursday, July 24, 2003 6:07 PM
To: terry.romine@telcove.com
Cc: kimhappy@psc.state.mo.us
Subject: FW: FYI - XN-2004-0021 Adelphia to TelCove Name Change

I have the faxed copy in hand of the letter for extension of all 3 filings to September 6; the hard copy is expected by snail mail. Next, I will try to clarify what needs to be done to get all our ducks in a row.

We will need these filings straightened out by writing some cover letters, all referencing Case No. XN-2004-0021. Since we have the replacement pages, the new cover letters should just state as follows, one letter for each filing:

1. Corrected pages 154 - 192 for PSC 2 (Local Service) should be submitted as replacements under filing YX-2004-0051.
2. The tariff submitted under File No. YX-2004-0052 was misnumbered as PSC 3 (Dedicated Services). The replacement pages are to show the tariff properly numbered as PSC 4 (Dedicated Services), for File YX-2004-0052.
3. An entirely new filing is being submitted for PSC 3 (Access Services), which is to supersede the PSC 3 Access Services tariff currently on file with the Adelphia name. This filing will be assigned a new number YX-2004-xxxx. It should be clarified that the effective date for this new filing will be September 6, 2003, as it was not originally included with the others.
4. File No. YX-2004-0050 for PSC 1 (IXC Services) is OK as is, except for needing extension of the effective date along with the others..

I think that should cover everything. If you need more clarification, I am at 573-522-3782. Thanks.

> -----Original Message-----

> From: Happy, Kim
> Sent: Thursday, July 24, 2003 3:56 PM
> To: Kuss, Arthur
> Subject: RE: FYI - XN-2004-0021 Adelphia to TelCove

>
> We received the substitutes yesterday, but our Data Center had a few
> issues with the filings, as follows:

>
> We did not reject the filing and will not do so if you will
contact the company and have them send separate cover letters for each of
the filings. The reason being that the company submitted substitutes for
PSC MO No. 4, which is to replace the pages that they originally submitted
as PSC MO No. 3. In addition, they filed new pages for what is now PSC MO
No. 3. These were not included in the original submission as a revision. I
would prefer that they send us a new cover letter that separates this filing
from the rest since it is not a revision.

> In summary, I think it would be cleaner and less confusing for
> everyone if they would do a separate cover letter for each filing
> YX-2004-0052, YX-2004-0051, YX-2004-0050. Also, could you please ask them
> to reference the case number as XN-2004-0021. Their current cover letter
> says YN-2004-0021.

> Please let me know if you have any questions or concerns.

>

> -----Original Message-----

>

> This is a simple name change case from "Adelphia" to
> "TelCove." No big deal, but there seem to be a few anomalies.

> 1. The Case filing is XN-2004-0021.

> 2. This is a request for approval of name change, per an
> announcement from Adelphia.

> 3. There are 3 tariff revision filings, in which the
> existing Adelphia tariff pages are revised solely to show the new TelCove
> name.

> YX-2004-0050 (PSC 1 - IXC), YX-2004-0051 (PSC 2 - Local),

> YX-2004-0052 (PSC 3 - Private Line).

> Two of the tariff filings are OK, one is flubbed up, and a
> fourth (PSC 4 - Access) is missing. I have requested corrected pages. They
> may have been submitted, but have problems from what I can gather. A new
> filing number will be needed for the fourth (PSC 4 - Access) tariff
> filing.

> 4. Internal deadline time's up for getting these fixed
> (Effective August 6), so I have requested extensions to the effective
> dates.

>

TelCove

FILED

JUL 23 2003

Missouri Public
Service Commission

July 21, 2003

VIA UPS

RECEIVED

JUL 23 2003

Records
Public Service Commission

Missouri Public Service Commission
200 Madison Street, Suite 100
Jefferson City, MO 65102

RE: Adelphia Business Solutions Operations Inc. d/b/a TelCove
YN-2004-0021; YX-2004-0052; YX-2004-0051; YX-2004-0050

Dear Sir or Madam:

On behalf of Adelphia Business Solutions Operations, Inc. d/b/a TelCove, enclosed please find an original and fourteen (14) copies of replacement tariff sheets to MO PSC Tariff No. 2. Also enclosed are an original and fourteen (14) copies of MO PSC Tariff No. 3 that was previously omitted from the original filing, and MO PSC Tariff No. 4 which was renumbered and previously submitted as MO PSC Tariff No. 3. These replacement pages and tariffs are being filed pursuant to a telephone conversation with Art Kuss.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Karen Hyde at 724-743-9739.

Sincerely,

Terry Romine /khh

Terry Romine, Esq.
Deputy General Counsel of Operations

Enclosure(s)

TelCove

FILED

JUL 30 2003

July 29, 2003

**Missouri Public
Service Commission**

VIA UPS

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

RE: Adelphia Business Solutions Operations Inc. d/b/a TelCove
Case No.: XN-2004-0021 Filing: YX-2004-0051

Dear Mr. Roberts:

On behalf of Adelphia Business Solutions Operations, Inc. d/b/a TelCove, enclosed please find an original and fourteen (14) copies of replacement tariff sheets to MO PSC Tariff No. 2 for the filing YX-2004-0051. These replacement pages are being filed pursuant to a telephone conversation with Art Kuss.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Karen Hyde at 724-743-9719.

Sincerely,

Terry Romine /kmt

Terry Romine, Esq.
Deputy General Counsel of Operations

Enclosure(s)

Section 7 - BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

7.2 SERVICE DESCRIPTIONS AND RATES (Cont'd)

7.2.5 Term Liability/Termination Charges

If Customer terminates Service(s) prior to the fulfillment of the term, then a termination liability will be due to TelCove from Customer. The termination liability shall include any previously waived charges for the cancelled Service(s) plus the greater of the following:

[T]

- a. the difference between the term period and the actual number of months the Service(s) has been in effect at the time of termination multiplied by the monthly rate for such Service(s); or
- b. the termination liability charges associated with such assumed or purchased contract.

7.2.6 Integrated Services Digital Network – Basic Rate Interface (ISDN-BRI)

Integrated Services Digital Network (ISDN) is an international standard for dial-up digital transmission over a public telephone network. Its stated purpose is to deliver more bandwidth to the end user than analog by moving the signaling out of band and delivering a host of new services to users. The BRI, also known as 2B+D, consists of two bearer and one data channel. Each bearer channel represents a 64kbps channel and each data channel represents a 16 kbps signaling and control data stream. The B channels carry voice, data, image or videos. The D channel corrects any errors that may occur in the transmission, and makes it possible to carry on a conversation and work on the internet at the same time on the same line. Personal modems and fax machines use ISDN-BRI lines. This service is delivered over a T1 circuit and requires a T1 board.

SPECIAL SERVICES AND PROGRAMS

Issued: July 7, 2003

Effective: August 6, 2003

By: Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
Canonsburg, Pennsylvania 15317

Section 8 - SPECIAL SERVICES AND PROGRAMS

8.1 [RESERVED FOR FUTURE USE]

Issued: July 7, 2003

Effective: August 6, 2003

By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.1 [RESERVED FOR FUTURE USE] (Cont'd)

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.2 [RESERVED FOR FUTURE USE]

8.3 [RESERVED FOR FUTURE USE]

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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.3 [RESERVED FOR FUTURE USE] (Cont'd)

8.4 [RESERVED FOR FUTURE USE]

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to local incumbent's operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to local incumbent's operator. The telephone user who dials the 911 number will not be charged for the call.

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.2 Regulations

- a. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the local incumbent's operator will intercept and forward requests for emergency aid for a period of at least one year
- c. 911 service is furnished for incoming calls only.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

8.6.2 Regulations

- a. In addition to the following, the regulations in Sections 8.5.2 apply.
- b. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- c. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. TelCove is obligated to supply the E-911 service provider in TelCove service area with accurate information necessary to update the E-911 database at the time TelCove submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to this tariff.

[T]
[T]
[T]

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Canonsburg, Pennsylvania 15317

Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.6.2 Regulations (Cont'd)

- d. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- e. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.
- f. At the time TelCove provides basic local service to a customer by means of TelCove's own cable pair, or over any other exclusively owned facility, TelCove will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911. [T]
[T]
[T]
- g. TelCove will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. TelCove recognizes the authority of the E-911 customers to establish service specifications and grant final approval or denial of service configurations offered by TelCove. [T]
[T]
- h. TelCove will collect 911 surcharges and remit all surcharges revenue to the appropriate governmental entity pursuant to RSMO 190.310. [T]

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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

8.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

8.7 STATE OF MISSOURI RELAY SERVICE

8.7.1 General

The Company will provide access to a telephone relay center for the Missouri Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an toll-free number. Specific toll-free numbers have been designated for both impaired and non-impaired customers to use.

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Section 8 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

RESERVED FOR FUTURE USE

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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SPECIAL ARRANGEMENTS

Issued: July 7, 2003

Effective: August 6, 2003

By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Section 9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

Special Construction is that construction undertaken: (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed; (2) of a type other than that which the Company would normally utilize in the furnishing of its services; (3) over a route other than that which the Company would normally utilize in the furnishing of its services; (4) in a quantity greater than that which the Company would normally construct; (5) on an expedited basis; (6) on a temporary basis until permanent facilities are available; (7) in advance of its normal construction.

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

9.1.2 Basis for Cost Computation

The costs referred to in Section 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- a. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (1) equipment and materials provided or used;
 - (2) engineering, labor, and supervision;
 - (3) transportation; and
 - (4) rights of way and/or any required easements.
- b. Cost of maintenance.
- c. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.2 Basis for Cost Computation (Cont'd)

- d. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- e. License preparation, processing, and related fees.
- f. Tariff preparation, processing and related fees.
- g. Any other identifiable costs related to the facilities provided; or
- h. An amount for return and contingencies.

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- a. If a customer chooses to pay the special construction cost over a 12 month period, a termination liability charge will apply if the customer disconnects service before the 12 month period ends. Termination Liability charge is equal to the non-recoverable costs associated with specially constructed facilities and is the maximum amount which could be applied as a termination charge if all specially constructed facilities were discontinued before the Termination Liability expires. The liability period is 12 months in terms of an effective and expiration date.
- b. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Canonsburg, Pennsylvania 15317

Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.1 SPECIAL CONSTRUCTION (Cont'd)

9.1.3 Termination Liability (Cont'd)

b. (Cont'd)

- (1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a) equipment and materials provided or used;
 - (b) engineering, labor, and supervision;
 - (c) transportation; and
 - (d) rights of way and/or any required easements;
- (2) license preparation, processing, and related fees;
- (3) tariff preparation, processing and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

- c. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.b. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.b. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Canonsburg, Pennsylvania 15317

Section 9 - SPECIAL ARRANGEMENTS (Cont'd)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for Dedicated Access, Private Lines and Centrex-type 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.

9.4 MUTUAL COMPENSATION

Mutual compensation arrangements address the transport and termination of Local Traffic between local exchange providers serving the same local calling area. Such payments compensate a local exchange provider for the costs of terminating local calls placed by one provider's customer to a recipient served by a different local provider. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

DIRECTORY

Issued: July 7, 2003

Effective: August 6, 2003

By: Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
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Section 10 - DIRECTORY

10.1 ALPHABETICAL DIRECTORY

10.1.1 Main Listings

- a. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- b. The term "listing" refers to the information in light face type in the alphabetical directory and the Directory Assistance Records of the Company.
- c. Listings provided without charge are as follows:
 1. One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
 2. One listing for each PBX or interconnecting system.
- d. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

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Effective: August 6, 2003

By: Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
Canonsburg, Pennsylvania 15317

Section 10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.2 Composition of Listings

- a. Listings are limited to information essential to the identification of the listed party.
- b. Addresses
 1. Each listing normally includes the number and street name location where the telephone service is furnished. the name of a building may be shown in case of buildings commonly known by name.
 2. Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- c. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in Section 10.1.1.a above.

10.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

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By: Terry Romine, Esquire, Deputy General Counsel of Operations
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Canonsburg, Pennsylvania 15317

Section 10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.3 Types of Listings (Cont'd)

a. Indented Listings

An indented listing is indented under a standard listing or under a caption, and may not include more than a designation, address, and telephone number. A caption consists of a name, and may include a designation, but not a telephone number. An address may be included only if all of the services listed under the caption are located at the same address. When the same designation is appropriate for two or more indented listings, it may be shown as a sub-caption. Indented listings are permissible when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers.

b. Duplicate Listings

Any listing may be duplicated in a different directory (where offered) or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

c. Reference Listing

A Customer with a listing in a different geographic heading may have an indented listing in reference form ("See . . .") in lieu of a duplicate listing.

d. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

Section 10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.3 Types of Listings (Cont'd)

e. Alternate Telephone Number Listings

Any listed party who has made arrangements for receiving calls at a different telephone number during an absence or at night may have the alternate numbers listed in the directory. Such listings may be furnished as an indented listing or as a sub-caption.

f. Semi-Private Listing

At the request of the Customer, the telephone number is omitted from the Company's alphabetical directory and designated as a "non listed" telephone number and the telephone number is included in the Directory Assistance records available to the general public. In addition, the telephone number is displayed for 911 and E911 emergency service and provided when a law enforcement agency requests it in writing.

Section 10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service

a. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. However, where a government agency subscribes to Universal Emergency Telephone Number Service (911) or Enhanced Universal Emergency Telephone Service (E911), the telephone number, name, and address of a Customer with non-published service will be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

b. Regulations

1. Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
2. The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

Issued: July 7, 2003

Effective: August 6, 2003

By: Terry Romine, Esquire, Deputy General Counsel of Operations
121 Champion Way
Canonsburg, Pennsylvania 15317

Section 10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service (Cont'd)

b. Regulations (Cont'd)

3. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
4. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

Section 10 - DIRECTORY (Cont'd)

10.2 [RESERVED FOR FUTURE USE]

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Section 10 - DIRECTORY (Cont'd)

10.3 DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. (See Section 5.7.) Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Except in the case of a life threatening emergency, where company will immediately respond, directory information will only be provided to law enforcement agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

10.4 LIABILITY OF THE COMPANY FOR ERRORS

10.4.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

10.4.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

Section 10 - DIRECTORY (Cont'd)

10.4 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

10.4.2 Allowance for Errors (Cont'd)

a. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

b. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

c. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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SERVICE AREAS

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Section 11 - SERVICE AREAS & RATES

11.1 Description

Local Telephone Service offers business customers the ability to connect to the Company's switching network.

11.2 General Regulations

11.2.1 Service Areas: The Company offers service in this area:

Kansas City Metropolitan Exchange

11.2.2 Local Calling Areas: Local calling is available from the Company's Kansas City Metropolitan exchange to all Southwest Bell exchanges listed below:

Kansas City Principal: The local calling area includes the geographic area encompassed within the Kansas City Metropolitan Exchanges (Principal Zone, MCA-1, MCA-2,, MCA-3, MCA-4 and MCA-5) as defined in the Southwestern Bell Telephone Company Local Exchange tariff.

11.2.3 Availability: Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas. If our facilities are not available in your area we may provide services by reselling.

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Section 11 - SERVICE AREAS (Cont'd)

11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

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Section 11 - SERVICE AREAS (Cont'd)

11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

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11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

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Section 11 - SERVICE AREAS (Cont'd)

11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

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Section 11 - SERVICE AREAS (Cont'd)

11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

KANSASCITY MO:Flat Rate Service

Time of day table:

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Weekday Rate

12:00 AM to 8:00 AM Night Rates
8:00 AM to 5:00 PM Day Rates
5:00 PM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

Saturday Rate

12:00 AM to 12:00 PM Night Rates

Sunday Rate

12:00 AM to 5:00 PM Night Rates
5:00 PM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

Holiday Weekday Rate

12:00 AM to 8:00 AM Night Rates
8:00 AM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

Holiday Saturday Rate

12:00 AM to 12:00 PM Night Rates

Holiday Sunday Rate

12:00 AM to 5:00 PM Night Rates
5:00 PM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

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Section 11 - SERVICE AREAS (Cont'd)

11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

KANSASCITY MO:Message Rate Service

Time of day table:

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Weekday Rate

12:00 AM to 7:00 AM Night Rates
7:00 AM to 5:00 PM Day Rates
5:00 PM to 7:00 PM Evening
Rates
7:00 PM to 12:00 PM Night Rates

Saturday Rate

12:00 AM to 12:00 PM Night Rates

Sunday Rate

12:00 AM to 12:00 PM Night Rates

Holiday Weekday Rate

12:00 AM to 12:00 PM Night Rates

Holiday Saturday Rate

12:00 AM to 12:00 PM Night Rates

Holiday Sunday Rate

12:00 AM to 12:00 PM Night Rates

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Section 11 - SERVICE AREAS (Cont'd)

11.3 Service Areas/Exchanges/Local Calling Areas (Cont'd)

KANSASCITY MO:Measured Rate Service

Time of day table:

=====

Weekday Rate

12:00 AM to 8:00 AM Night Rates
8:00 AM to 5:00 PM Day Rates
5:00 PM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

Saturday Rate

12:00 AM to 12:00 PM Night Rates

Sunday Rate

12:00 AM to 5:00 PM Night Rates
5:00 PM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

Holiday Weekday Rate

12:00 AM to 8:00 AM Night Rates
8:00 AM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

Holiday Saturday Rate

12:00 AM to 12:00 PM Night Rates

Holiday Sunday Rate

12:00 AM to 5:00 PM Night Rates
5:00 PM to 11:00 PM Evening Rates
11:00 PM to 12:00 PM Night Rates

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RATES & CHARGES

The rates and charges listed in Section 12 correspond with the respective sections for each service description previously detailed in this tariff. A corresponding section number cross-references where each service description is located in this tariff. Services for which a rate of "NOC" is listed are not offered currently.

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