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**MISSOURI
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Specialized Common Carrier Service
Regulations and Rates

of

TELERGY NETWORK SERVICES, INC.

This Tariff includes the rates, charges, terms and conditions of Service for the provision of
Business Long Distance Switched Intrastate Telecommunications Services by
TELERGY NETWORK SERVICES, INC. (hereinafter "Telergy" or "Company"),
operating as a competitive telecommunications company, between locations within the State of Missouri.

Missouri Public
Service Commission

FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: ~~March 10, 2001~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

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LIST OF WAIVERS

Telergy Network Services, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Statutes

Section 392.210.2	- Uniform system of accounts used for annual reports
Section 392.240 (1)	- Ratemaking
Section 392.270	- Property valuation (ratemaking)
Section 392.280	- Depreciation accounts
Section 392.290	- Issuance of securities
Section 392.300.2	- Acquisition of stock
Section 392.310	- Stock and debt issuance
Section 392.320	- Stock dividend payments
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization(s)

Commission Rules

4 CSR 240-10.020	- Income on Depreciation Fund Investments
4 CSR 240-30.010(2)(C)	- Posting of exchange rates at central operating offices
4 CSR 240-30.040	- Uniform System of Accounts
4 CSR 240-33.030	- Informing Customers of Lowest Priced Services
4 CSR 240-35	- Reporting of Bypass and Customer-Specific Arrangements

Missouri Public
Service Commission
6-1-2009
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Da

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MAR 17 2001

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**Missouri Public
Service Commission
01-409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: ~~March 17, 2001~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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E. Syracuse, NY 13057
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MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
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Service Commission
01 - 409
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TD-2004-0283
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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of the Tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule or condition.
- (Z) To signify a correction.

Missouri Public
Service Commission
01-409
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TD-2004-0283
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MISSOURI
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- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. 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 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher 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).

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SECTION 1-DEFINITIONS

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For the purpose of this Tariff, the following definitions will apply: **MISSOURI
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Access Line

An arrangement which connects the Customer's telephone to a Telergy designated Switching Center or Point of Presence.

Additional PVCs

Allows establishment of communications channels between multiple locations while maintaining a high degree of flexibility in configuring the network.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

ATM

An international high-speed, high-volume, packet-switched transmission protocol standard that supports integrated voice, video and data communications. ATM uses short uniform 53 byte cells to divide data into packets for ultra fast switching through the network. The 53 byte cells contain 5-byte destination address headers and 48 data bytes.

Authorization Code

A numerical sequence which enables a Customer to access the Carrier and which is used by the Company to identify the Customer for billing purposes.

Authorized User

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

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bit - The term "bit" denotes the smallest unit of information in the binary system of notation.

Business Service

Service will be classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Determination as to whether or not a Customer's Service should be classified as Business will be based on the character or use to be made of the Service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service.

Missouri Public
Service Commission
01-409
FILED MAR 17 2001

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March 14, 2004
TD-2004-0283
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Call

A completed connection between the Calling and Called Stations.

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Call Area Selection

Allows the Customer to specify from where Toll Free calls can be received. Permissive Selection of one or more originating areas can be made at the domestic state, NPA, LATA, or NXX level. Call Blockage may be designated to any subset of the Permissive Selection at the State, LATA, NPA, or NXX level.

Call Distributor

Allows a Customer to spread their incoming traffic evenly over their Dedicated Access lines in a trunk group. Customers can specify either ascending, descending, most idle, or least idle.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Channel Service Unit/Data Service Unit - Channel Service and Data Service Units provide the interface to a Customer terminal. They provide functions such as signal translation, data regeneration, control signaling, reformatting and timing. This interface is used with 4-wire local distribution channel for speeds up to 56 kbps.

Channel Termination - A Channel Termination is a 4-wire transmission path between the Customer premises and the Customer's serving wire center where Digital Data Service exists.

Commission

The Missouri Public Service Commission.

Committed Information Rate (CIR)

The statistical measurement of throughput on a PVC over time, measured in bits per second. The CIR is the rate at which the network agrees to accept data from the user, and the rate at which the network commits to transfer data under normal operating conditions.

**Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001**

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MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
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SECTION 1-DEFINITIONSCompany or Carrier

Telergy Network Services, Inc. ("Telergy")

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**MISSOURI
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Individual Case Basis (ICB) determinations involve situations where complex Customer-specific 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.

Customer

The person, firm, corporation or governmental unit which orders Service - either for its own use, as a resale Carrier or as a non-profit manager of a sharing group - and which is responsible for the payment of charges and for compliance with Company Tariff regulations. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a Local Exchange Carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale Customers.

Customer Provided/Premise Equipment (CPE)

Telecommunications equipment that is provided by the Customer and is located at the Customer's place of business.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or Serving Wire Center and the Company's Point of Presence for origination or termination of Calls.

Dialed Number Identification Service (DNIS)

Permits a Customer with multiple Toll Free numbers terminating on the same location to identify the specific Toll Free number that was dialed.

DOW (Day of Week Routing)

Allows Customers to arrange for Calls to a single Toll Free number to be routed to different locations based on the day of the week.

DOY (Day of Year)

Allows Customers to arrange for Calls to a single Toll Free number to be routed to different locations based on a Customer specified holiday.

Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By:

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MAR 17 2001

One Telergy Parkway

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CANCELLED
March 14, 2004
TD-2004-0283
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DS-0

Digital Signal Level 0 Service using a 64 Kbps signal.

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DS-1

Digital Signal Level 1 Service using a 1.544 Mbps signal.

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DS1 Port Connection

An interface on the Frame Relay network which terminates a Subscriber's 1.544mbps circuit.

Due Date

The date on which payment is due.

Equal Access

A form of dialed access provided by Local Exchange Carriers whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exemption Certificate

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting Telergy's network with the local exchange network;
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges;
- (c) constitutes a Private Line facility used for Telex Service or radio or television transmissions;
- (d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or
- (e) is a termination that could not make use of a Local Exchange Carrier's common lines.

Facilities

Includes, in the aggregate or otherwise, but is not limited to, the following:
Channels, lines, communications paths, apparatus, devices, systems, equipment, accessories.

FCC

Federal Communications Commission

56kbps Port Connection

An interface on the Frame Relay network which terminates a Subscriber's 56kbps circuit.

**Missouri Public
Service Commission
01-20-2001
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: ~~01-24-2001~~

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MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
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Geographic Routing

Allows Toll Free Customers to define two or more originating routing groups and to arrange the Calls from a single Toll Free number placed to different routing groups at different locations.

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Identification Services (No Charge)

Installation or Connection

The connection of a Circuit, Dedicated Access line, or port, or new, changed or additional Service.

Interexchange Service

That portion of a communications channel between a Telergy-designated Point of Presence in one exchange and a Point of Presence in another exchange.

Interoffice Channel - An Interoffice Channel is a 4-wire transmission path between the serving wire centers where Digital Data Service capability is available.

Interruption

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

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Carrier provides communication Services.

Local Access

The Service between a Customer Premises and a Telergy designated Point of Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides local telephone, local exchange and access Services.

Message Referral

Provides Customers who disconnect an existing Toll Free Service with a recording that informs callers that the Toll Free number has been disconnected and/or refers them to a new number.

**Missouri Public
Service Commission**

FILED MAR 19 2001

Date of Issue: January 24, 2001

Effective Date: March 10, 2001

MAR 17 2001

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CANCELLED
March 14, 2004
TD-2004-0283
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Mbps

Megabits per second.

Multiplexing

Multiplexing, or "muxing," is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

NA

Not available.

NECA

National Exchange Carriers Association.

Network Address

The numeric characters representing the origination or destination point for each dedicated circuit accessing the Frame Relay network, numbered in telephone number format. One Network Address is standard with one Frame Relay Port Connection.

Network Map

The complete configuration of Frame Relay port connections and PVCs, as defined by the interconnectivity of network addresses and data channels.

Non-Recurring Charges

Non-Recurring Charges are one-time charges.

% ALL (Percent Allocation)

Allows the Toll Free Customer to route Calls for each originating routing group to two or more terminating locations based upon a Customer specified percentage basis.

Permanent Virtual Circuit (PVC)

A communications channel which connects one location to another location, and allows transmission of sequenced data packets through a network. One PVC is standard with one Frame Relay Port Connection.

Point of Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Port

A network entry or exit point on the Frame Relay switch that connects to the Company's Frame Relay network.

Primary Channel - This term refers to a Digital Data Service Channel to the Customer premises.

Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: ~~February 10, 2001~~

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

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MAR 17 2001

SECTION 1-DEFINITIONS

Private Line

A dedicated transmission channel furnished to a Customer without intermediate switching arrangements for full-time Customer use.

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Private Line Service

A dedicated full-time transmission Service utilizing Dedicated Access arrangements.

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Rate Center

A specified geographical location used for determining mileage measurements.

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Real-Time ANI

Allows a Customer to receive the telephone number of the calling party as a component of the call setup.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the Carrier(s) involved.

Route Completion

Allows a Toll Free Dedicated Access line Customer to control potential congestion of calls by sending the overflow to a pre-defined alternate routing group (Dedicated Access, WATS Access lines, or Switched Access lines). Route Completion will route traffic from dedicated access lines to dedicated access lines or dedicated access lines to switched access lines. Once the traffic is routed to a Switched Access line, the Call is terminated regardless of busy signal. This feature does not include functionality to re-route from switched access lines. The final route choice in the plan must be switched termination. Additionally, all trunk groups within a specified overflow route must terminate within the same provider Switch.

Secondary Channel - This term refers to an independent low speed derived companion channel operating with the primary channel for a Digital Data Service channel to the Customer premises.

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 Telergy will provide the Services subscribed to by the Customer.

Service Order

A form prepared by the Company on which the Customer selects and applies for service.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Missouri Public
Service Commission

FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: ~~January 24, 2001~~

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MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
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Start of Service Date

The Requested Service Date or the date Service first is made available by Telergy, if different. **JAN 24 2001**

Switched Access Origination/Termination

Where access between the Customer and the Interexchange Carrier is provided on Local Exchange Carrier Feature Group circuit and the connection to the Customer is a LEC-provided Business access line. The cost of switched Feature Group access is billed to the Interexchange Carrier. **MISSOURI Public Service Commission**

Tariff

The current Long Distance Intrastate Services Tariff and effective revisions thereto filed by Telergy with the Commission.

TOD (Time of Day Routing)

Allows the Customer to arrange for Calls to a single Toll Free number to be routed to different locations based on the time of day.

Travel Card

A card issued by the Company which enables a Telergy Customer to access the Telergy network from any touch tone phone by dialing Telergy's access number. Services charged to the Telergy Travel Card will be billed to the Customer's established Telergy account.

Travel Card Call

A service whereby the Customer or Authorized User dials all the digits necessary to route and bill a call placed from a location other than his/her normal place of business. Service is accessed via a "1-800" (toll-free) or other access code dialing sequence.

Twelve O'clock

In designating time, 12:00 a.m. refers to 12:00 Midnight and 12:00 p.m. refers to 12:00 Noon.

United States

The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

VF

VF is voice frequency or voice-grade Service designed for Private-Line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

**Missouri Public
Service Commission
01-409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: March 16, 2001

MAR 17 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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CANCELLED
March 14, 2004
TD-2004-0283
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SECTION 2-RULES AND REGULATION**REC'D JAN 24 2001****2.1. Application of Tariff and Undertaking of Telergy**

This tariff applies to the Company's provision of service to business subscribers within its authorized service territory in the State of Missouri.

The Rules and Regulations set forth in this Tariff shall apply only to the extent not inconsistent with the Missouri Code, or other such Rules, Regulations or Orders of the Commission. In all respects, the Company agrees to comply with the Missouri law and all other Rules, Regulations or Orders of the Commission.

Telergy's services and facilities are furnished for communications originating within the United States under terms of this Tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week. Telergy arranges for installation, operation, and maintenance of the communications services provided in this Tariff for Customers in accordance with the terms and conditions set forth under this Tariff. Telergy may act as the Customer's agent for ordering access connection facilities provided by other Carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Telergy network.

2.2. Use of Service

Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.1. The Services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. **THE COMPANY SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY OTHER THAN THE CUSTOMER AND ONLY AS SET FORTH IN THIS TARIFF.** The Customer shall not use or permit others to use the Service in a manner that could interfere with or degrade Services provided to others or that could harm the facilities or network of the Company or others.

2.2.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.2.2.A One joint user or authorized user must be designated as the Customer; and

2.2.2.B All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

~~Missouri Public
Service Commission~~

Date of Issue: January 24, 2001

**0.1 - 409
FILED MAR 17 2001**

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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MAR 17 2001

SECTION 2-RULES AND REGULATIONS**Missouri Public
Service Commission****REC'D JAN 31 2001****2.2 Use of Service (cont'd)**

- 2.2.3 In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or Customers. The provision of the Service will not create a partnership or joint venture between Telergy and the Customer, and will not result in a joint communications Service offering to the Customers of either Telergy or the Customer.
- 2.2.4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.2.5 The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company, at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.2.6 Any Customer who obtains Service from the Company for the Customer's provision of a regulated or unregulated service to a Customer's clients or patrons, shall acquire sufficient facilities to support the Customer's service offering without exploiting the Company's Services or Facilities and without degrading the Company's Service or impairing the integrity of the Company's Network and Facilities.

2.3 Description and Limitations of Services

- 2.3.1 Services provided pursuant to this Tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this Tariff, the Rules and Regulations of the Commission, and the requirements of the Communications Act of 1934, as amended.
- 2.3.2 The Company may require a Customer to sign an Application Form and to establish credit worthiness as a condition precedent to the initial establishment of Service. The Application shall state the date on which Service shall begin and type of service, the type of facilities required, and any special arrangements related thereto.
- 2.3.3 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that Telergy reserves the right to deny Service: (A) to any Customer that, in Telergy's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in Section 2.10.C in circumstances in which Telergy has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable Law or if any applicable Law restricts or prohibits provision of the Service; or (B) if insufficient facilities are available to provide the Service (in such cases

**Missouri Public
Service Commission
01-409**

Date of Issue: January 24, 2001

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MAR 17 2001

SECTION 2-RULES AND REGULATIONS

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2.3 Description and Limitations of Services (Cont'd)

2.3.3 (cont'd)

Telergy shall take reasonable efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases of capacity, if such efforts will, in Telergy's opinion, provide Telergy with a reasonable return on its expenditures), but only for so long as such unavailability exists.

2.3.4 Telergy, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for service requirements, such as Special Routing, Diversity, Alternate Access, or Circuit Conditioning.

2.3.5 Service is offered in Equal Access exchanges subject to the availability of facilities and the provisions of this Tariff. Telergy reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.3.6 Service may be discontinued upon written notice to the Customer if:

2.3.6.A The Customer is using the Service in violation of this Tariff; or

2.3.6.B The Customer is using the Service in violation of the Law or Federal, State or Local Regulations, Rules, Orders or Policies.

2.3.7 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one (1) month, twenty-four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.

2.3.8 Service will be provided until canceled by the Customer. The Customer may cancel service at any time upon notice to the Company, consistent with the Commission's Rules and Regulations and the terms of the Tariff and/or any applicable contract.

2.3.9 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company, shall give any person any ownership, interest, or proprietary right in any code or 800 or other number issued by the Company to its Customers.

2.3.10 The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having call volume or a calling pattern that, in the Company's opinion, is likely to be detrimental to the network or the Company's provision of Service or that results, or may result, in network blockage or other Service degradation which may adversely affect Service to the calling party, the Customer, or other subscribers of the Company.

**Missouri Public
Service Commission
01 - 409**

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS

REC'D JAN 24 2001

2.3 Description and Limitations of Services (cont'd)

- 2.3.11 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service, to prevent Service degradation to other subscribers of the Company, and to ensure the integrity and reliability of the network. The Company will restore Service as soon as it can be provided without undue risk.
- 2.3.12 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service from the Company, notices may be given orally or in writing to the person or persons whose name(s) and Business address(es) appear on the executed Service order by personal service or regular mail. By written notice, Telergy or the Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Telergy address is provided in the executed Service order, notice shall be given to the last known Business address of the Customer or Telergy, as appropriate.
- 2.3.13 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.14 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the Business or economic feasibility of providing service, as determined by Telergy in its reasonable judgment.

2.4 Other Terms and Conditions

- 2.4.1 The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.4.2 The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make the Customer responsible for damage to equipment pursuant to Section 2.4.C below.
- 2.4.3 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only expected. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

**01-409
FILED MAR 17 2001**

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS

REC'D JAN 24 2001

2.4 Other Terms and Conditions (cont'd)

- 2.4.4 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.4.5 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, Court costs, costs of investigation and other related expenses incurred in connection therewith. In any such proceeding, the amount of collection costs, including attorneys' fees, due the Carrier will be determined by the Court.
- 2.4.6 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.4.7 The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, a Recurring Charge or Non-Recurring charge for Intrastate Service, only one (1) such charge shall apply per account and that charge shall be the Intrastate charge. In the event that Service was provided for less than a month, monthly recurring charges will be pro-rated.
- 2.4.8 Service requested by the Customer and to be provided pursuant to this Tariff, shall be requested on Company Service Order forms in effect from time to time (collectively referred to as "Service Orders").
- 2.4.9 [Reserved]
- 2.4.10 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended unless a written notice of termination by either Company or the Customer is sent to the other party. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

Missouri Public
Service Commission
01-409

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS**REC'D JAN 24 2001****2.5 Liability**

- 2.5.1 Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any Law, Order, Regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, preemption of existing Services to restore service in compliance with the Commission's Rules and Regulations, or circumstances described in this Section.
- 2.5.2 With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one (1) minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.5.3 The Company is not liable for any act or omission of any other Company or Companies, including any Company affiliate, that is a participating or concurring Carrier, furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.5.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.
- 2.5.5 The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon the Customer's request and execution and delivery of appropriate authorizing documents, the Company may act as agent for the Customer in obtaining such other Services. The Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.5.6 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer, shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS **Missouri Public
Service Commission****2.5 Liability (cont'd)****REC'D JAN 24 2001**

- 2.5.7 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by act or omission of the Customer or its Customer(s), affiliate(s), agent(s), representative(s), invitee(s), licensee(s), successor(s) or assign(s), or which arise from or are caused by the use of facilities or equipment of Customer or related parties, shall not result in the imposition of any liability whatsoever upon the Company, and the Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS TARIFF, THE COMPANY'S TOTAL LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER TELERGY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

**Missouri Public
Service Commission**
01-409

Date of Issue: January 24, 2001

FILED MAR 17 2001Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

SECTION 2-RULES AND REGULATIONS

**Missouri Public
Service Commission**

REC'D JAN 24 2001

2.5 Liability (cont'd)

- 2.5.8 In the event of routing of Calls by Telergy to public safety answering points or municipal Emergency Service providers, Telergy's total liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Telergy's action, or failure to act, in routing the call; or (b) the sum of One Thousand Dollars (\$1,000.00).
- 2.5.9 In the event parties other than the Customer (e.g., Customer's clients/patrons) shall have use of the Service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold Telergy and any affiliated or unaffiliated 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.
- 2.5.10 In the event that Telergy 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 Telergy for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.5.11 Telergy is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of instruments, apparatus, and assorted wiring furnished by Telergy on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Telergy's negligence. No agents or employees of other participating Carriers shall be deemed to be agents or employees of Telergy without authorization.
- 2.5.12 The Customer shall indemnify, defend and hold harmless the Company, including the costs of reasonable attorney's fees, against:
- 2.5.12.A Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over the Company's facilities or equipment;
- 2.5.12.B Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.5.12.C All other claims, including, without limitation, claims for damage to any Business or property, or injury to, or death of, any person, arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

**01-409
FILED MAR 17 2001**

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS**Missouri Public
Service Commission****REC'D JAN 24 2001****2.6 Cancellation of Service by a Customer**

- 2.6.1 The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.
- 2.6.2 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. If a Customer has entered into a Term Contract with the Company, i.e. a contract for 1, 2 or 3 years or some other specified Term, and cancels service before the expiration of the Term, the Customer shall be assessed a termination charge unless a new contract is entered into by the Customer and the Company. Unless otherwise provided in this Tariff, the termination charge shall be equal to fifty percent (50%) of the average monthly billings for the prior six (6) months multiplied by the number of months remaining on the Term. Notwithstanding the above, a cancellation charge may or may not be assessed, if at the time of cancellation, the Customer and the Company are able to negotiate modified terms acceptable to the Company.

2.7 Cancellation for Cause by the Company

- 2.7.1 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 at least thirteen (13) days written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service. Additionally, the Company will make reasonable efforts to contact the Customer at least twenty-four (24) hours in advance prior to suspending or disconnecting Customer's telephone 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.
- 2.7.2 Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if, consistent with Commission Rules and Regulations, 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:
- 2.7.2.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);

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

FILED MAR 17 2001Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS

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Service Commission**

2.7 Cancellation for Cause by the Company (cont'd)

REC'D JAN 24 2001

- 2.7.2.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);
- 2.7.2.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);
- 2.7.2.D. If the Customer has been given written notice 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;
- 2.7.2.E. Immediately upon written notice to the Customer of any sum thirty (30) days past due;
- 2.7.2.F. For Dishonored Checks, the Customer whose check or draft is returned unpaid for any reason, after two (2) attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges;
- 2.7.2.G. For Lack of Use, the Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used;
- 2.7.2.H. For any violation of Law or of any of the provisions governing the furnishing of service under this Tariff, the Customer shall be subject to discontinuance of service, without notice, for any violation of any Law, Rule, Regulation or Policy of any government authority having jurisdiction over service, or by reason of any Order or decision of a Court or other government authority having jurisdiction which prohibits the Company from furnishing such service;
- 2.7.2.I. For the Company to comply with any Order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction;
- 2.7.2.J. For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice;

**Missouri Public
Service Commission**
01-409

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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MAR 17 2001

SECTION 2-RULES AND REGULATIONS

REC'D JAN 24 2001

2.7 Cancellation for Cause by the Company (cont'd)

2.7.2.K. Customer's refusal, after reasonable notice to permit inspection, maintenance, or replacement of Company equipment.

2.7.2.L. Customer's misrepresentation of their identity in obtaining service from the Company.

2.7.2.M. Customer's failure to comply with the terms of a settlement agreement

2.7.2.N. Any other reason as provided by state or federal law.

2.7.3. 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 either Law or Equity.

After local telephone service has been suspended or disconnected, the Company will restore Customer's service when the reason for the suspension or disconnection has been remedied. Before restoring the Customer's service the following is required:

- (1) Payment for all undisputed amounts must be received by the Company or its authorized Agent.
- (2) If Customer's service has been disconnected then the Customer is responsible to pay the installation charges again. Installation charges will not be charged if your service has been suspended.

2.7.4. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs;

2.7.5. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) or any kind whatsoever regardless of the cause or foreseeability thereof;

2.7.6. When the services or facilities of other common Carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common Carriers or their agents, servants or employees;

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

Effective Date: ~~March 14, 2001~~

FILED MAR 17 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS

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2.7 Cancellation for Cause by the Company (cont'd)

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- 2.7.7. If the Company is prohibited, by governmental authority, from furnishing any Service or portion thereof, 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 appealed, the Commission, or other Local, State or Federal government authority, upon thirty (30) days prior written notice, the Company shall have the right, without liability, to cancel the affected portion of the Service;
- 2.7.8. If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes that Service be continued, then the Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. A Service Order Charge may apply.

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

01 - 409

Effective Date: **MAR 17 2001**

FILED MAR 17 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
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MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

SECTION 2-RULES AND REGULATIONS**Missouri Public
Service Commission****REC'D JAN 24 2001****2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this Tariff or mutually agreed to by contract. When a Service is discontinued prior to the expiration to the minimum period, charges are applicable, whether the Service is used or not.

2.9 Assignment or Transfer

All Service(s) provided under this Tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of Service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is not interruption of the use or location of the Service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as all conditions of Service.

2.10 Payment Arrangements

2.10.1. 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.

2.10.2. The Company's bills are due upon receipt. Amounts not paid within thirty (30) days from the date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount of one and one-half percent (1 1/2%) per month. If a Customer presents an undue risk of nonpayment at any time, the Company may require a deposit or other conditions for continued service. Customers will be charged a fee of \$25.00 for checks returned from the bank unpaid.

2.10.3 Unless prohibited by law, in determining whether a Customer presents an undue risk of nonpayment, the Company may consider the following factors:

The Customer's payment history (if any) with the Company and its affiliates;
The Customer's ability to demonstrate adequate ability to pay for the Service;
The credit and related information provided by the Customer, lawfully obtained from third parties or publicly available; and
The information relating to the Customer's management, owners and affiliates (if any).

**Missouri Public
Service Commission
01-409**

Date of Issue: January 24, 2001

FILED MAR 17 2001Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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MAR 17 2001

SECTION 2-RULES AND REGULATIONS**Missouri Public
Service Commission****REC'D JAN 24 2001****2.10 Payment Arrangements****2.10.3 (cont'd)**

Customers who present such an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable Installation Charges, if any, and/or up to two (2) months actual or estimated Usage Charges for the Service to be provided. Such applicants or Customers may also be required, at anytime, whether before or after the commencement of Service, to provide such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company, as it deems appropriate, in the light of changing conditions. In addition, the Company shall be entitled to require such an applicant or Customer to pay all of its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest at the rate of four percent (4%) per annum shall be credited or paid to the Customer while the deposit is held by the Company. At the Company's option, such deposit may be refunded to the Customer's account at any time.

- 2.10.4. Disputes with respect to charges must be presented to the Company by written notice, in person, or by a *telephone message* within thirty (30) days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. If a bank returns a check or draft that a Customer has submitted for payment of charges, the Customer will be charged a fee of \$25.00 dishonored check charge.
- 2.10.5. If a LEC charges the Company a Special Access surcharge, the Company will bill the Customer the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.10.6. In the event the Company incurs fees or expenses, including attorneys' fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**Missouri Public
Service Commission**
07-409

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS**2.11 Tax Adjustments****REC'D JAN 24 2001**

2.11.1 All stated charges in this Tariff are computed by the Company exclusive of any Federal, State, or Local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. All taxes and franchise fees shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice. All other charges and fees subject to Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

2.12 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between servicing wire centers associated with the originating and terminating points of call.

The servicing wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in AT&T Tariff FCC No. 10 and NECA Tariff FCC No. 4 or successor Tariffs. To determine the airline distance between any two (2) locations, proceed as follows:

- A. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four (4) digits in the "VH" column. The "H" coordinate is the next four (4) digits.
- B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C. Square each difference obtained in step B. above.
- D. Add the square of the "V" difference and the "H" difference obtained in step C. above.
- E. Divide the sum of the square by ten (10). Round to the next higher whole number, if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

Effective Date: **MAR 17 2001****FILED MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS**REC'D JAN 24 2001****2.13 Recognized National Holidays**

The following are the Company's Recognized National Holidays determined at the location of the calling station:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2.14 [Reserved]**2.15 Inspection**

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 Company equipment. The Company may interrupt the Service at any time, without penalty to the Customer, because of departure from any of these requirements.

2.16 Testing and Adjustment

Upon reasonable notice, the Channels provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

2.17 Interconnection with Other Carriers

2.17.1 Service furnished by the Company may be interconnected with Services or facilities of other authorized communications common Carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common Carriers or systems. The Company does not undertake to provide any special facilities, equipment, or Services to enable the Customer to interconnect the facilities or the equipment of the Company with Services or facilities of other common Carriers or with private systems.

**Missouri Public
Service Commission
01-409**

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

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2.17 Interconnection with Other Carriers (cont'd)

2.17.2 Interconnection with the Services or facilities of other common Carriers shall be under the applicable terms and conditions of this Tariff and the other common Carrier's Tariffs or under contract.

2.18 Customer-Provided Equipment

The Company's Service and facilities may be used with or terminated in terminal equipment or communications systems such as a CSU, Multiplexer, PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its 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 protection criteria standards of the telecommunications industry.

2.19 Restoration of Service

The use and restoration of Service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.20 [Reserved]

**Missouri Public
Service Commission**

FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS**Missouri Public
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The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.

- 2.21.1 The Company may require a deposit [if the Customer 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.
- 2.21.2 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.
- 2.21.3 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.
- 2.21.4 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.
- 2.21.5 The Company will maintain records of all pertinent information with regard to each deposit held for a period of at least two (2) years after the refund is made.
- 2.21.6 The Company will permit a customer to post a deposit required as a condition of continued service in two (2) equal monthly installments or as otherwise agreed upon. The Company will bill these installments as a line-item on customer bills.
- 2.21.7 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.
- 2.21.8 The company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.
- 2.21.9 At the time an application for service is made, an applicant may be required to pay an advance payment 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.

**Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 2-RULES AND REGULATIONS**RECD JAN 24 2001****2.22 Advance Payments**

For Customers from whom the Company determines an advance payment is necessary, Telergy reserves the right to collect an amount not to exceed two (2) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. An advance payment must be applied to the first month billing, second month billing, etc., until the advance payment is exhausted.

2.23 Credit Allowances for Interruption of Service

Credit allowances for interruptions of Service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by the Customer.

For the purposes of credit computation, every month shall be considered to have thirty (30) days. The Customer shall be credited for an interruption of one (1) day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A= outage time in days

B= total monthly charge for affected service

Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES
Missouri Public Service Commission**3.1. General****REC'D JAN 24 2001**

Telergy offers Switched and Dedicated Service including direct dialed (1+) Services, 800 Services, Foreign Exchange Services, and Data Services. Telergy also offers special programs including Travel Card Service, a college 800 Service program, term and volume discount programs, and a discount program for Schools and health care providers. All the Services are for use with communications originating and terminating within the United States under the terms of this Tariff.

Direct dial Service is offered from originating locations within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S Virgin Islands.

Inbound toll-free Service is available to Customers served from locations within the mainland United States. Originating locations for calls placed to the Company's toll-free number Services must be within the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Customers are billed based on their use of Telergy's network and/or services. Charges may vary by service offering, mileage band, class of Call, and/or Call duration.

3.2. Timing of Calls

- 3.2.1. Long distance usage charges are based on the actual usage of Telergy's network. When the called party picks up a Call is determined by hardware answer supervision in which the local Telephone Company sends a signal to the switch or the software utilizing audio tone detection. For billing purposes, Calls are billed on conversation minutes and begin when the called party answers and ends when the calling party hangs up. No charge will apply to incomplete Calls, which include "ring busy" and "ring no answer" Calls, and such incomplete Calls will not be knowingly charged to the Customer and, if charged in error, will be refundable to the Customer. Telergy will determine that a Call has been established by signal from the local Telephone Company.
- 3.2.2. Unless otherwise stated in this Tariff, duration of calls are expressed in 6-second increments and billed in 6-second increments. All calls are rounded to the next highest 6-second period. Except for Calling Cards, no minimum period of time is required.
- 3.2.3. When answer supervision is unavailable and Telergy has received a reasonable claim from the end user for a refund of Telergy's charges for an uncompleted Call, Telergy will reimburse the end user for the charges that Telergy has billed for that Call.

**Missouri Public
Service Commission**
01-409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: **January 19, 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)

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Service Commission**

3.3. Switched and Dedicated Voice Services

REC'D JAN 24 2001

3.3.1. Outbound Long Distance Service

Telergy's Outbound Long Distance Service is a "1+" direct dial Service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard Business switched or dedicated access lines. The Customer is responsible for obtaining suitable access from the Customer's Local Exchange Carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer. A number of Service Plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

3.3.1A Switched Outbound Service

Switched outbound Service permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating end.

The following is a list of Telergy Interstate Switched Outbound Usage Plans. All plans are billed in six (6) second increments with no minimum length of call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates may vary depending on length of contract and whether the Customer has a contract for local intrastate Service under the Company's applicable Tariff.

Switched Outbound Service-Rate per Minute

	IntraLATA	InterLATA
Business		
<i>Month to Month</i>	\$0.065	\$0.085
<i>One Year</i>	\$0.065	\$0.079
<i>Three Year</i>	\$0.065	\$0.075
Home Business Agent Plan	\$0.065	\$0.085

**Missouri Public
Service Commission**

**01-409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)**3.3. Switched and Dedicated Voice Services (cont'd)****Missouri Public
Service Commission****3.3.1. Outbound Long Distance Service (cont'd)****REC'D JAN 24 2001****3.3.1.A Dedicated Outbound Service**

Dedicated Outbound Service permits outward calling to stations in diverse service areas. Dedicated Outbound Service is distinguished from other services by the existence of a dedicated, special access connection on one end. Dedicated Outbound Service is available to Business Customers only and requires a minimum one-year commitment.

The following is a list of Interstate Dedicated Outbound Usage Plans. All plans are billed in six (6) second increments with no minimum length of call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates may vary depending on length of contract and whether the Customer has a contract for local intrastate Service under the Company's applicable Tariff.

Dedicated Outbound Service-Rate per Minute

Business	IntraLATA	InterLATA
<i>Month to Month</i>	N/A	N/A
<i>One Year</i>	\$0.049	\$0.049
<i>Three Year</i>	\$0.045	\$0.045

**Missouri Public
Service Commission**
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)**Missouri Public
Service Commission****3.3. Switched and Dedicated Voice Services (cont'd)****REC'D JAN 24 2001****3.3.2. Inbound Long Distance ("800") Service**

3.3.2.A Basic Inbound Long Distance Service permits inward calling (via 800 codes) to a specific location on either a switched or dedicated basis. Switched Inbound Service utilizes premium switched, Feature Group D access on both ends. Dedicated Inbound Service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Dedicated Inbound Service is available to Business Customers only and requires a minimum one-year commitment.

3.3.2.B Enhanced "800" Service is a supplement to Basic Inbound Long Distance Service and offers a variety of calling options. Customers who subscribe to Enhanced "800 Service" may be subject to a Non-Recurring set-up charge and incur recurring monthly charges in addition to the regular Basic Inbound Long Distance usage charges set forth below.

Nonrecurring Setup Charge	\$50.00
Monthly Recurring Charge	\$31.25

**Missouri Public
Service Commission**
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)

3.3. Switched and Dedicated Voice Services (cont'd)

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3.3.2. Inbound Long Distance ("800") Service (cont'd)

REC'D JAN 24 2001

3.3.2.C Switched Inbound Usage Rates

The following is a list of Telergy Intrastate Switched Inbound Usage Plans. All plans are billed in six (6) second increments with no minimum length of Call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates may vary depending on length of contract and whether the Customer has a contract for local intrastate Service under the Company's applicable Tariff.

Switched Inbound Service-Rate per Minute

	IntraLATA	InterLATA
Business		
<i>Month to Month</i>	\$0.065	\$0.085
<i>One Year</i>	\$0.065	\$0.079
<i>Three Year</i>	\$0.065	\$0.075

3.3.2.D. Dedicated Inbound Usage Rates

The following is a list of Intrastate Dedicated Usage Plans. All plans are billed in six (6) second increments with no minimum length of Call. These rates remain constant regardless of time of day, mileage, holidays or any other factor, excluding usage. Rates vary depending on length of contract and whether the Customer has a contract for intrastate local Service under the Company's applicable Tariff.

Dedicated Inbound Service-Rate per Minute

	IntraLATA	InterLATA
Business		
<i>Month to Month</i>	N/A	N/A
<i>One Year</i>	\$0.049	\$0.049
<i>Three Year</i>	\$0.045	\$0.045

**Missouri Public
Service Commission**
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: **MAR 17 2001**

Issued By: **Brian P. Kelly, President of Telergy Network Services, Inc.**
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)

3.4. [Reserved]

Missouri Public
Service Commission

REC'D JAN 24 2001

Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: ~~March 14, 2004~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)**3.5. Digital Data Service**

Digital Data Service is a Private Line Service which provides for simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2 and 56 kbps between two or more points within a LATA. All circuits will be routed through a Central Office that contains a digital cross connect system.

3.5.1. [Reserved]**3.5.2. Regulations**

Digital Data Service (DDS) is available where facilities permit.
Channel terminations must have technically compatible Customer provided equipment at both ends.
Mileage measurements for DDS are based on the airline distance using longitude and latitude coordinates between the serving wire centers.
When two Subscriber locations are served by separate serving Central Offices on a 2-point service, appropriate interoffice channel rates apply between the two serving offices. Non-Recurring installation fees and charges may apply.
A maximum of 20 legs are allowed on one multi-point circuit and must be bridged in the same DDS location. All legs of a multi-point circuit must be the same transmission speed.

**Missouri Public
Service Commission****REC'D JAN 24 2001****Missouri Public
Service Commission****FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)**3.5. Digital Data Service (cont'd)**Missouri Public
Service Commission**3.5.3. Charges**

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In addition to regular Nonrecurring Charges, a Channel Termination installation charge also applies, plus monthly Channel Termination, Channel Mileage, as well as InterOffice Channel and Bridging Charges, where applicable. There is an additional charge to change a speed of an existing connection. Digital Data Services will be offered on an ICB basis.

Channel Termination installation charge	\$270.00
Monthly Channel Termination charge	67.40
Channel Mileage charge (per mile)	4.42
InterOffice Channel charge	27.48
Change of Speed on existing channel termination	135.00
Bridging charge (for each multi-station arrangement)	10.72

3.5.4. Multi term Discounts

Multi-term Discount Plans are available for a commitment period of 3, 5, 7 or 10 years. The length of the period is selected by the Customer and a termination liability applies if Service is terminated during the selected commitment period. The discount plans apply only to the monthly rate for channel termination and interoffice channels. Nonrecurring charges and optional feature monthly rates are not included in the Multi-term Discount.

A Multi-term Discount Plan provides that the applicable monthly rates, as set forth herein, are reduced by a fixed percentage. The amount of the discount percentage differs based on the length of the selected commitment as follows:

Commitment	Discount %
36 months	10%
60 months	20%
84 months	22%
120 months	26%

The discount percentage is applied to the currently effective channel termination and interoffice channel monthly rates. Such rates may change during the commitment period, thereby causing an increase or decrease in the rates applicable to the Customer.

Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: ~~March 14, 2004~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)
Missouri Public Service Commission**3.5. Digital Data Service (cont'd)****RECD JAN 24 2001****3.5.5. Termination Liability**

If the Service is disconnected in whole or in part prior to the end of the selected commitment period, the Customer is liable for a termination liability charge unless a new commitment period and contract is entered into by the Customer as provided in this Tariff. Termination liability charges apply to each Service disconnected or, in the case of cancellation of a Multi-term Discount Plan, to each Service which has been included in the cancelled Multi-term Discount Plan.

Termination liability charge is 50% of the applicable monthly rates for the selected commitment period applied as follows:

$$\begin{array}{ccccccc} \text{Termination} & = & \text{Multi-Term} & \times & \text{Number of} & \times & \text{50\% of the} \\ \text{Charge} & & \text{Discount Plan} & & \text{Months} & & \text{Multi-Term} \\ & & \text{Monthly Rate} & & \text{Remaining} & & \text{Plan} \end{array}$$

3.6. Private Line Service

Private Line Service provides a scaleable range of capacity offerings between two Telergy Points of Presence. Telergy will offer asynchronous double per BH capacity consisting of DS1 (1.544 mb/s) and DS3 (44.736 mb/s) Service as well as a full complement of SONET synchronous services from OC-1 (51.84 mb/s) to OC-192 (9.95 gb/s).

Private Line Service will be priced at ICB rates based on a combination of distance, number of terminations, term, quality, and percent on-net.

**Missouri Public
Service Commission**
01-409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (cont'd)

3.7. [Reserved]

Missouri Public
Service Commission

RECD JAN 24 2001

Missouri Public
Service Commission
01-409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: ~~January 24, 2001~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.

One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

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Service Commission**

REC'D JAN 24 2001

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**Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: ~~March 10, 2001~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.

One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd)

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Service Commission

RECD JAN 24 2001

[This page is reserved]

Missouri Public
Service Commission
01 - 409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.

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E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

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Missouri Public
Service Commission

REC'D JAN 24 2001

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Missouri Public
Service Commission
01-409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: March 14, 2004

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3- SERVICE DESCRIPTIONS AND RATES (continued)
Missouri Public Service Commission**3.8. Asynchronous Transfer Mode (ATM) Service****REC'D JAN 24 2001****3.8.1. Service Description**

ATM is a networking technology standard for high-speed, high-capacity voice, data text and video transmission. ATM simplifies information transfer and exchange by putting information into fixed-length packets called cells. These cells allow any type of information - voice, data, high-speed local area network (LAN) interconnection, or video to be transmitted over almost any type of digitized communications medium (fiber optics, copper wire, cable). ATM is physically accessed through PVCs on circuits with access speeds from T1 (1.544mbps) to OC-12 (622.08mbps).

3.8.2. Classes

There are 5 classes of Service for ATM:

Constant Bit Rate (CBR) - a premium voice and video Service for constant delivery. The cell rate is constant with time. CBR applications are quite sensitive to cell delay variation.

Variable Bit Rate - Non-Real Time (VBR-NRT) - a premium data Service. This class allows users to send traffic at a rate that varies with time depending on the availability of user information.

Variable Bit Rate - Real Time (VBR-RT) - a premium data Service. This class is similar to VBR-NRT but is designed for applications that are sensitive to cell delay.

Available Bit Rate (ABR) - this class of ATM Service provides rate-based flow control and is aimed at data traffic such as file transfer and email. Depending upon the state of congestion in the network, the source is required to control its rate. The users are allowed to declare a minimum cell rate, which is guaranteed to the connection by the network.

Unspecified Bit Rate (UBR) - a standard data Service for non-time-sensitive data. The class is the catch-all "other" class. There is no guarantee that the cells will even be delivered. ATM provides the carrier with the option of dropping certain cells if the network gets congested.

**Missouri Public
Service Commission**
01-409
FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: [REDACTED]

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 3- SERVICE DESCRIPTIONS AND RATES (cont'd)**Missouri Public
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ATM supports 2 connection types:

Point-to-point - connections of this type can be unidirectional (one-way) or bi-directional (two-way).

Point-to-multipoint - connections of this type are unidirectional only.

3.8.3. Rates

ATM Service will be priced at ICB rates based on a combination of distance, number of terminations, term, and Class.

3.9. Non-Recurring Charges

In addition to any charges by the Company's underlying network providers, one-time Non-Recurring service and installation charges may apply. These charges remain constant for all Customers, regardless of volume, time of day, mileage or any other factor. These charges are for coordination of services only and are in addition to any associated costs charged by outside vendors. These charges are billed to the Customer after the work is performed and may be waived under Special Customer Arrangements. These charges may include, but are not limited to:

Service Order Charge	\$ 50.40
Central Office Line Charge	23.45
Premise Visit Charge	17.10
Rewire Charge	23.45
Record Order Charge	32.31
Channel Termination Installation Charge	270.00
Any other applicable installation charges:	
Maintenance Service charge	47.86
Network Interface	16.39

**Missouri Public
Service Commission****FILED MAR 14 2001**

Date of Issue: January 24, 2001

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

SECTION 4-MISCELLANEOUS SERVICES AND RATES**4.1. Travel Card Services****Missouri Public
Service Commission****4.1.1. General****REC'D JAN 24 2001**

Travel Card Service allows callers to utilize Telergy's Service when calling from a location other than their billed-to-number. Travel Card Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Card Service rates apply to calls placed to locations in mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

Telergy offers two distinct Travel Card Services: Enhanced Travel Card Service and Basic Travel Card Service. Enhanced Travel Card Service offers a variety of calling options including information services such as sports, weather and horoscopes, as well as calling options such as conference calling and three way Calls. Basic Travel Cards offer only the ability to place a Call.

Enhanced Travel Card Service may be accessed by dialing 800-950-0370.

Basic Travel Card Service may be accessed by dialing 888-624-1391.

**Missouri Public
Service Commission
01-409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: ~~March 14, 2004~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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E. Syracuse, NY 13057
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MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)**4.1. Travel Card Services (cont'd)****Missouri Public
Service Commission****4.1.2. Rates and Charges****REC'D JAN 24 2001****4.1.2.A Enhanced Travel Card Rates**

Enhanced Travel Card rates are based on a flat rate billing system in six (6) second increments with a minimum of one (1) minute per Call. Calls with a duration of less than one (1) minute will be charged for a full one (1) minute Call. Enhanced Travel Card Service offers a per minute flat rate with no access charge. The rate is \$0.25 per minute.

4.1.2.B Basic Travel Card Rates

Basic Travel Card rates are based on a flat rate billing system in six (6) second increments with a minimum of one (1) minute per Call. Calls with a duration of under one (1) second will not be billed. Calls with a duration of greater than one (1) second and less than one (1) minute will be charged for a full one (1) minute Call. The rate is \$0.19 per minute.

4.1.2.B.1. Basic Travel Card Plan

The Basic Travel Card Plan offers a per minute flat rate with no access charge.

4.1.2.B.2. High Volume Basic Travel Card Plan

The High Volume Basic Travel Card Plan requires a minimum monthly commitment of \$5,000.00 in long distance billings, and offers a per minute flat rate of \$0.135, with no access charge.

**Missouri Public
Service Commission
01-409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: ~~January 24, 2001~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)

Missouri Public
Service Commission

4.2. Schools and Libraries Discount Program

REC'D JAN 24 2001

4.2.1. General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company's Services offered in this Tariff and the Company's local Tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and applicable State Order. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq. As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of Services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program; a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the Federal Universal Service Fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

4.2.2. Regulations

4.2.2.A. Obligation of eligible schools and libraries:

Requests for Service:

- 4.2.2.A.1. Schools and libraries and consortia shall participate in a competitive bidding process for all Services eligible for discounts, in accordance with any state and local procurement rules.
- 4.2.2.A.2. Schools and libraries and consortia shall submit requests for Services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- 4.2.2.A.3. Services requested will be used for educational purposes.
- 4.2.2.A.4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

Missouri Public
Service Commission
01-409

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

CANCELLED
March 14, 2004
TD-2004-0283
Missouri Public
Service Commission

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)

4.2. Schools and Libraries Discount Program (cont'd)

**Missouri Public
Service Commission**

4.2.2. Regulations (cont'd)

REC'D JAN 24 2001

4.2.2.B. Obligations of the Company

- 4.2.2.B.1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications Services contained in this Tariff. Some Services contained in this Tariff may be excluded from the discount program, in accordance with the Rules.
- 4.2.2.B.2. The Company will offer services to eligible Schools, Libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-Residential Customers for similar Services (lowest corresponding price).
- 4.2.2.B.3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed, subject to Commission approval.

4.2.3. Discounted Rates for Schools and Libraries

4.2.3.A. Discounts for eligible schools, libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of Services to schools and libraries prior to application of a discount. The discount rate will be applied to eligible intrastate Services purchased by eligible schools, libraries or consortia.

4.2.3.B. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.

4.2.3.C. The discount matrix for eligible schools, libraries and consortia set forth below:

****Voice Mail Services ineligible for discount.**

SCHOOLS AND LIBRARIES DISCOUNT MATRIX		
HOW DISADVANTAGED	% DISCOUNT LEVEL	
% of students eligible for national School lunch program	Urban Discount	Rural Discount
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

**Missouri Public
Service Commission**
01-209

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date:

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)**4.3. Health Care Providers Support Program****Missouri Public
Service Commission****RECD JAN 24 2001****4.3.1. General**

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications Services necessary for the provision of health care services at rates comparable to those paid for similar Services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate Services, available in this Tariff and the Company's local Tariff. Such Services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157 issued May 8, 1977, and the Commission. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

4.3.2. Regulations

4.3.2.A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC rules.

4.3.2.B. Reduced rates are available only to the extent that they are funded by the Federal Universal Service Fund.

4.3.2.C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible Services used by an eligible health care provider.

4.3.2.D. Responsibility of eligible health care providers:

4.3.2.D.1. Rural health care providers and consortia shall participate in a competitive bidding process for all Services eligible for reduced rates in accordance with any state and local procurement rules.

4.3.2.D.2. Rural health care providers and consortia shall submit requests for Services to the program Administrator, as designated by the FCC, and follow established procedures.

4.3.2.D.3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.

**Missouri Public
Service Commission
01-409**

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: March 10, 2001

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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E. Syracuse, NY 13057
(877) 835-3749

MAR 17 2001

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)

4.3 Health Care Providers Support Program (cont'd)

**Missouri Public
Service Commission**

4.3.2. Regulations (cont'd)

RECD JAN 24 2001

4.3.2.D. Responsibility of eligible health care providers (cont'd)

4.3.2.D.4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.

4.3.2.D.5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

4.3.2.E. Responsibility of the Company

4.3.2.E.1. The Company shall offer the rates and charges as specified in its Tariffs to eligible health care providers to the extent that facilities and Services are available.

4.3.2.E.2. The Company shall offer Services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

4.3.2.E.3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to Commission approval.

**Missouri Public
Service Commission
01-409**

Date of Issue: January 24, 2001

FILED MAR 17 2001

Effective Date: ~~March 14, 2001~~

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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MAR 17 2001

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd)**4.3 Health Care Providers Support Program (cont'd)****Missouri Public
Service Commission****4.3.3. Rates and Charges****REC'D JAN 24 2001**

The following price adjustments will be available to eligible rural health care providers, except subparagraph 3. below, which shall be available to all eligible health care providers, regardless of location:

- 4.3.3.A. A reduced rate for telecommunications Services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest Tariffed or publicly available rate charged to a commercial Customer for a similar Service provided over the same distance in the nearest city within the State with a population of at least 50,000.
- 4.3.3.B. An exemption from some mileage charges for any telecommunications Services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city within the State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with populations of 50,000 or more in the state.
- 4.3.3.C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll Tariffs.

**Missouri Public
Service Commission**

Date of Issue: January 24, 2001

**01-409
FILED MAR 17 2001**

Effective Date

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
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MAR 17 2001

SECTION 4-MISCELLANEOUS SERVICES AND RATES (cont'd) Missouri Public Service Commission**4.4 Directory Assistance**

Directory Assistance charges apply to each call to the Directory Assistance Service. Up to two requests may be made on each Call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

REC'D JAN 24 2001

Directory Assistance Service, Per Call	
	Rate
Business	\$0.50
National Directory Assistance, Per Call	
	Rate
Business	\$0.95

4.5 Operator Services

Operator Service is a live or automated Operator handled Service which includes Operator assisted, third party and collect calls that may be billed to the Customer's Telergy Card, LEC Calling Cards or major credit cards. The following call types are considered Operator assisted, and are subject to a per call surcharge.

	Per Call
• Person-to-Person	\$3.14
• Third Number Billed	\$1.20
• Collect	\$1.50
• Telephone Company Card	\$2.63
• Commercial Credit Card	\$2.63
• Operator Assisted Calling Card Call	\$2.63
• Operator-Dialed Call	\$3.14

Telergy offers Operator Services in a manner consistent with Missouri 4 CSR 240-33.130 and 392.515 RSMo.

Missouri Public Service Commission

01-409

FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date

Issued By: Brian P. Kelly, President of Telergy Network Services, Inc.
One Telergy Parkway
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(877) 835-3749

MAR 17 2001

SECTION 5- PROMOTIONS

**Missouri Public
Service Commission**

5.1. General

REC'D JAN 24 2001

From time to time, the Company shall, at its option, promote subscriptions or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target Services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.1.1. Special Promotional Offerings

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. Telergy will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates and charges will not exceed those specified herein. Promotions will go into effect after seven days' prior notice to the Missouri Public Service Commission.

**Missouri Public
Service Commission**
01-409

FILED MAR 17 2001

Date of Issue: January 24, 2001

Effective Date: **MAR 17 2001**

Issued By: Brian P. Kelly
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E. Syracuse, NY 13057
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MAR 17 2001


SECTION 6 - CONTRACT SERVICES**Missouri Public
Service Commission****6.1. General****REC'D JAN 24 2001**

At the option of the Company, Service may be offered on an Individual Contract Basis (ICB) to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general Service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

Private line services will be made available to Customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and 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.

**Missouri Public
Service Commission****01-409
FILED MAR 17 2001**

Date of Issue: January 24, 2001

Effective Date: 

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President of Telergy Network Services, Inc.
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MAR 17 2001