

# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of the Application of Friendship )  
Village of West County's Request to Cancel their ) **File No. XD-2010-0034**  
Competitive Interexchange Telecommunications ) Tracking No. JX-2003-0622  
Carrier Certificate and Tariff )

## **ORDER CANCELING CERTIFICATE AND ACCOMPANYING TARIFF**

Issue Date: August 7, 2009

Effective Date: August 17, 2009

On July 23, 2009, Friendship Village of West County filed a letter asking the Commission to cancel the certificate of service authority and accompanying tariff of Friendship Village of West County, a company that has been authorized to offer competitive interexchange telecommunications services by the Commission.

In Case Number TA-97-353, the Commission granted Friendship Village a certificate to provide competitive interexchange telecommunications services. Friendship Village's tariff, P.S.C. MO No. 1, was also approved.

On July 24, 2009, the Commission directed the Staff of the Missouri Public Service Commission to file a recommendation no later than August 3, 2009. On August 3, 2009, Staff filed its recommendation. Staff's recommendation states that Friendship Village owes no past assessments to the Commission and is not delinquent in filing an annual report. Staff further states that cancellation of the certificate of service authority and tariff is not detrimental to the public interest. Staff recommends that the Commission cancel the company's certificate of service authority and accompanying tariff, P.S.C. MO No. 1, to provide competitive interexchange telecommunications services.

The Commission has the authority to cancel a certificate and tariff pursuant to Section 392.410.5, RSMo, which states, in part, “[a]ny certificate or service authority may be altered or modified by the commission after notice and hearing, upon its own motion or upon application of the person or company affected.”

Based on Friendship Village’s request to cancel the certificate and tariff, and Staff’s recommendation, the Commission finds that the certificate of service authority and accompanying tariff granted to Friendship Village of West County, shall be canceled.

**THE COMMISSION ORDERS THAT:**

1. The certificate of authority to provide competitive interexchange telecommunications services granted to Friendship Village of West County, in File Number TA-97-353, is canceled.
2. Friendship Village’s tariff, P.S.C. MO No. 1, is canceled.
3. This order shall become effective on August 17, 2009.
4. This case may be closed on August 18, 2009.

**BY THE COMMISSION**



Steven C. Reed  
Secretary

(SEAL)

Nancy Dippell, Deputy Chief Regulatory Law  
Judge, by delegation of authority pursuant to  
Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri  
on this 7th day of August, 2009.

RECEIVED

MAY 01 1998

MO. PUBLIC SERVICE COMM

Title Page

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

Friendship Village of West County

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by Friendship Village of West County (Friendship Village) within the State of Missouri.

Friendship Village of West County operates as a competitive telecommunications company within the State of Missouri.

FILED

JUN 15 1998  
9 8 - 4 9 0

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS MAY 01 1998

MO. PUBLIC SERVICE COMM

Friendship Village of West County is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Statutes:

- |                     |  |
|---------------------|--|
| Section 392.240 (1) | - Ratemaking                             |
| Section 392.270     | - Property valuation (ratemaking)        |
| Section 392.280     | - Depreciation accounts                  |
| Section 392.290     | - Issuance of securities                 |
| 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       | - Depreciation fund income    |
| 4 CSR 240-30.010(2)(C) | - Rate schedules              |
| 4 CSR 240-30.040       | - Uniform System of Accounts  |
| 4 CSR 240-32.030(1)(B) | - Exchange boundary maps      |
| 4 CSR 240-32.030(1)(C) | - Record keeping              |
| 4 CSR 240-32.030(2)    | - In-state record keeping     |
| 4 CSR 240-32.050(3)    | - Local office record keeping |
| 4 CSR 240-32.050(4)    | - Telephone directories       |
| 4 CSR 240-32.050(5)    | - Call intercept              |
| 4 CSR 240-32.050(6)    | - Telephone number changes    |
| 4 CSR 240-32.070(4)    | - Public coin telephone       |
| 4 CSR 240-33.030       | - Minimum charges rules       |
| 4 CSR 240-33.040(5)    | - Financing Fees              |

FILED

JUN 15 1998

98-490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

MAY 01 1998

MO. PUBLIC SERVICE COMM

TABLE OF CONTENTS

Competitive Waivers . . . . .	1
Table of Contents . . . . .	2
Symbols . . . . .	3
Tariff Format . . . . .	4
Section 1 - Technical Terms and Abbreviations . . . . .	5
Section 2 - Rules and Regulations . . . . .	8
Section 3 - Description of Service and Rates . . . . .	19
Section 4 - Promotions . . . . .	26

FILED

JUN 15 1998

98-690  
MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

MAY 01 1998

MO. PUBLIC SERVICE COMM

**SYMBOLS**

The following symbols are used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Increase in a rate.
- (M) - Moved from another tariff location.
- (N) - New.
- (R) - Reduction in a rate.
- (T) - Change in text but no change in rate or regulation.

**FILED**

JUN 15 1998

98-490  
MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

TARIFF FORMAT

MAY 01 1998

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the PSCM. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the PSCM follows in its tariff approval process, the most current Page 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.

FILED

JUN 15 1998  
98-490

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

MAY 01 1998

The following definitions are applicable to this tariff:

MO. PUBLIC SERVICE COMM

**Access Line** - An arrangement which connects the Customer's telephone to a Friendship Village designated switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

**Commission** - Missouri Public Service Commission.

**Company or Carrier** - Friendship Village of West County unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Debit Account** - An account which consists of a prepaid usage balance depleted on a real time basis during each Debit Service Call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a Toll Free (i.e. 800/888) number or other access code dialing sequence whereby the customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the Available Usage Balance on a Company-issued Debit Account.

FILED

JUN 15 1998

98-490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622



RECEIVED

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)

MAY 01 1998

**Dedicated Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

MO. PUBLIC SERVICE COMM

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Friendship Village** - Used throughout this tariff to refer to Friendship Village of West County.

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company.

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Presubscribe** - A method used to identify Friendship Village as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on Friendship Village's network.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

FILED

JUN 15 1998  
98-490

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

Original Page 7  
**RECEIVED**

**MAY 01 1998**

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**MO. PUBLIC SERVICE COMM**

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card** - A billing mechanism which enables the Customer to access the service of the Company while away from his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

**FILED**

**JUN 15 1998**  
**98 - 490**  
**MISSOURI**

**Public Service Commission**

**ISSUED: May 1, 1998**

**EFFECTIVE: June 15, 1998**

**ISSUED BY: Susan B. Brown, Administrator**  
**Friendship Village of West County**  
**15201 Olive**  
**Chesterfield, Missouri 63017**

**CANCELLED**  
**August 17, 2009**  
**Missouri Public**  
**Service Commission**  
**XD-2010-0034; JX-2003-0622**

RECEIVED

SECTION 2 - RULES AND REGULATIONS

MAY 01 1998

2.1 Undertaking of Friendship Village of West County

MO. PUBLIC SERVICE COMM

Friendship Village's services and facilities are furnished for communications originating at specified points within the state of Missouri under terms of this tariff.

Friendship Village installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Friendship Village may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange company), when authorized by the Customer, to allow connection of a Customer's location to the Friendship Village network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise stated, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Friendship Village reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

FILED

JUN 15 1998

98-490  
MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

**RECEIVED**

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**MAY 01 1998**

**2.2 Limitations, (Cont'd.)**

**MO. PUBLIC SERVICE COMM**

**2.2.3** 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 connections.

**2.2.4** All facilities provided under this tariff are directly or indirectly controlled by Friendship Village and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**FILED**

**JUN 15 1998**

**98-490**

**MISSOURI**

**Public Service Commission**

**ISSUED: May 1, 1998**

**EFFECTIVE: June 15, 1998**

**ISSUED BY: Susan B. Brown, Administrator**  
**Friendship Village of West County**  
**15201 Olive**  
**Chesterfield, Missouri 63017**

**CANCELLED**  
**August 17, 2009**  
**Missouri Public**  
**Service Commission**  
**XD-2010-0034; JX-2003-0622**

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (CONT'D.) MAY 01 1998

2.3 Use

MO. PUBLIC SERVICE COMM

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.14.

2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.

2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

FILED

JUN 15 1998  
9 8 - 4 9 0

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (CONT'D.) MAY 01 1998

2.4 Liabilities of the Company, (Cont'd.)

MO. PUBLIC SERVICE COMM

2.4.4 The Company shall be indemnified and held harmless by the Customer against:

- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
- b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
- c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

2.4.5 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

FILED

JUN 15 1998

98-490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (CONT'D.) MAY 01 1998

2.5 Deposits

MO. PUBLIC SERVICE COMM

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit intended to guarantee payment of bills for service. The amount of the security deposit for a new Customer shall not exceed two (2) months or sixty (60) days total billing (including toll and taxes) of estimated usage. For an existing Customer, the amount of the security deposit shall not exceed the highest billing of two (2) consecutive months or sixty (60) days (including toll and taxes) of actual usage within the preceding six (6) months. All deposits are subject to review based on the actual usage of the Customer and may be adjusted accordingly. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.6 Advance Payments

The Company does not collect advance payments for service.

2.7 Taxes and Fees

The Company reserves the right to charge the Customer an amount sufficient to recover any governmental assessments, fees, licenses or other similar taxes or fees imposed upon the Company. Any surcharge or fee other than taxes will be filed for Commission approval.

2.7.1 For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.7.2 For all other services offered by the Company, taxes and fees shall be in addition to rates as quoted in this tariff, shall be added pro-rata, insofar as practical, and shall be listed as separate line items on the Customer's bill for services provided.

FILED

JUN 15 1998

98-490

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

CANCELLED

August 17, 1999

Missouri Public

Service Commission

XD-2010-0034; JX-2003-0622

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive

**RECEIVED**

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.) MAY 01 1998**

**2.8 Terminal Equipment**

MO. PUBLIC SERVICE COMM

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

**2.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**FILED**

JUN 15 1998

98-490

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622



**RECEIVED****SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****MAY 01 1998****2.10 Payment for Service****MO. PUBLIC SERVICE COMM**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Friendship Village. Friendship Village will arrange to bill calls in accordance with the credit card, collect call, or calling card instruction of the caller, via the designated commercial credit card clearing center or the applicable telephone company with whom Friendship Village has a billing agreement. Direct dialed calls will be billed to the Customer's originating line account. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Public Service Commission of Missouri. When payment is made through another entity, the billing conditions of that entity apply. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**FILED****JUN 15 1998**  
**98-490****MISSOURI**  
**Public Service Commission****ISSUED: May 1, 1998****EFFECTIVE: June 15, 1998**

**ISSUED BY: Susan B. Brown, Administrator**  
**Friendship Village of West County**  
**15201 Olive**  
**Chesterfield, Missouri 63017**

**CANCELLED**  
**August 17, 2009**  
**Missouri Public**  
**Service Commission**  
**XD-2010-0034; JX-2003-0622**

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

MAY 01 1998

2.11 Cancellation by Customer

Customer may cancel service by providing thirty (30) days written notice to the Company.

MO. PUBLIC SERVICE COMM

2.12 Interconnection

2.12.1 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.

2.12.2 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.

2.12.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

FILED

JUN 15 1998  
y 8 - 4 9 0

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (CONT'D.) MAY 01 1998

2.13 Refusal or Discontinuance by Company

MO. PUBLIC SERVICE COMM

Friendship Village may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (15) days notice to comply with any rule or remedy any deficiency:

- 2.13.1 For noncompliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For use of telephone service for any other property or purpose than that described in the application.
- 2.13.3 For neglect or refusal to provide reasonable access to Friendship Village or its agents for the purpose of inspection and maintenance of equipment owned by Friendship Village or its agents.
- 2.13.4 For noncompliance with or violation of Commission regulation or Friendship Village's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- 2.13.5 For nonpayment of delinquent bills (see Section 2.10), provided that suspension or termination of service shall not be made without five (5) days written Company or billing agent notice to the Customer, except in extreme cases. At least twenty-four (24) hours prior to discontinuance, the Company will make reasonable efforts to speak with the Customer in order to advise the Customer of the proposed discontinuance and to advise the Customers of steps necessary to avoid discontinuance.
- 2.13.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Friendship Village's equipment or service to others.
- 2.13.7 Without notice in the event of tampering with the equipment or services owned by Friendship Village or its agents.

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

FILED

JUN 15 1998

MISSOURI  
Public Service Commission

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

MAY 01 1998

2.13 Refusal or Discontinuance by Company, (Cont'd.)

MO. PUBLIC SERVICE COMM

- 2.13.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Friendship Village may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.13.9 Without notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.13.10 For periods of inactivity over sixty (60) days.
- 2.13.11 When any governmental or regulatory condition imposed upon Friendship Village materially and negatively impacts the financial viability of the service, as determined by Friendship Village in its best business judgment.

2.14 Credit Allowance for Interruption of Service

Credit allowances for interruptions of service are limited to the initial minimum period call charges incurred for re-establishing the interrupted call.

FILED

JUN 15 1998

98-490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

**RECEIVED**

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.) MAY 01 1998**

**2.15 Inspection, Testing and Adjustment**

**MO. PUBLIC SERVICE COMM**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.

**2.16 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, 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.

**FILED**

**JUN 15 1998**

**98-690  
MISSOURI  
Public Service Commission**

**ISSUED: May 1, 1998**

**EFFECTIVE: June 15, 1998**

**ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017**

**CANCELLED**  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 3 - DESCRIPTION OF SERVICE & RATES

MAY 01 1998

3.1 General

MO. PUBLIC SERVICE COMM

Friendship Village provides direct dialed (1+), debit card and travel card service for communications originating and terminating within the State of Missouri under terms of this tariff.

Friendship Village's service offerings are not time of day, day of week or distance sensitive.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.2.3 Call durations and minimum calling periods are provided with each specific product as described in this tariff.

3.2.4 There is no billing applied for incomplete calls.

FILED

JUN 15 1998

98 - 490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.) MAY 01 1998

3.3 Calculation of Distance

MO. PUBLIC SERVICE COMM

Friendship Village's services are not distance sensitive. The same rates apply regardless of the mileage distance from the originating and terminating locations.

3.4 Time of Day Rate Periods

Friendship Village's services are not time of day sensitive. The same rate applies 24 hours per day, 7 days per week.

FILED

JUN 15 1998  
98-490  
MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

**SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)**

**3.5 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to place direct dialed calls to terminating locations throughout the state of Missouri. Customers are presubscribed to the Friendship Village network or dial the Company's Access Code. Calls are placed by dialing "1+" or Casual Calling Access Code and the destination telephone number, including the area code if applicable. Customers may access Direct Dial 1+ Service through switched or dedicated access facilities.

Calls are billed in one (1) second increments with an initial period, for billing purposes, of thirty (30) seconds.

**3.5.1 Direct Dial 1+ Service Per Minute Rate:**

\$0.075 for the first 30 seconds and .0025 per second thereafter.

(R)

WRITTEN NOTICE OF RATE DECREASE  
AND ITS EFFECTIVE DATE FILED ON

6-22-98

(DATE)

PURSUANT TO SECTION 392.500 (1)  
RSMO SUPP. 1995

EFFECTIVE DATE OF RATE DECREASE

6-22-98

(DATE)

ISSUED: June 15, 1998

EFFECTIVE: June 22, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622



RECEIVED

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

MAY 01 1998

3.5 Direct Dial 1+ Service

MO. PUBLIC SERVICE COMM

Direct Dial 1+ Service allows Customers to place direct dialed calls to terminating locations throughout the state of Missouri. Customers are presubscribed to the Friendship Village network or dial the Company's Access Code. Calls are placed by dialing "1+" or Casual Calling Access Code and the destination telephone number, including the area code if applicable. Customers may access Direct Dial 1+ Service through switched or dedicated access facilities.

Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

3.5.1 Direct Dial 1+ Service Per Minute Rate: \$0.15 per minute

CANCELLED

JUN 22 1998  
By 182S#21  
Public Service Commission  
MISSOURI

FILED

JUN 15 1998  
98-490  
MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

RECEIVED

MAY 01 1998

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

MO. PUBLIC SERVICE COMM

3.6 Travel Card Service

Travel Card Service allows the Customer to place calls while away from home. The Customer must dial a toll-free ("800 or 888") access number and a special authorization code to make a call. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option to request the Company raise or lower the limit to best suit their calling practices.

Travel card calls are billed in one (1) minute increments with an initial calling period of one (1) minute.

3.6.1 Travel Card Service Rate:

Per Minute Rate	\$0.18
Per Call Surcharge	\$0.80

FILED

JUN 15 1998  
98-490

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D) MAY 01 1998

3.7 Debit Card Service

MO. PUBLIC SERVICE COMM

Debit Card Service permits Customers to purchase a debit card to which call charges are consumed on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid debit card that has a sufficient Available Usage Balance. Calls in progress will be terminated if the balance on the debit card is insufficient to cover the charges associated with the call. The debit card value expires one (1) year after the first use or the new card or of the replenished card, whichever is applicable.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.7.1 Debit Card Service Rates:

Per Minute Rate	\$0.18
-----------------	--------

FILED

JUN 15 1998

98-490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

## SECTION 3 - DESCRIPTION OF SERVICE &amp; RATES, (CONT'D) MAY 01 1998

## 3.8 Public Pay Telephone Surcharge

MO. PUBLIC SERVICE COMM

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), a per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

## 3.8.1 Public Pay Telephone Surcharge Rate:

Per Call Surcharge	\$0.50
--------------------	--------

FILED

JUN 15 1998  
9 8 - 4 9 0MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.) MAY 01 1998

3.9 Directory Assistance

MO. PUBLIC SERVICE COMM

Directory Assistance is available to Customers of Friendship Village. A Directory Assistance charge applies to each intrastate directory assistance call. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether Directory Assistance is able to furnish the requested telephone number.

3.9.1 Directory Assistance Charge, Per Call \$0.70

3.10 Return Check Charge

A return check charge of \$10.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e., local exchange company and/or commercial credit card company) and pursuant to Missouri law and Commission regulations.

FILED

JUN 15 1998

98-490

MISSOURI

Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622

RECEIVED

SECTION 4 - PROMOTIONS

MAY 01 1998

4.1 Promotional Offerings - General

MO. PUBLIC SERVICE COMM

From time to time, the Company may promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer or potential customer of target services for a limited duration, not to exceed ninety (90) days, or by offering premiums or refunds of equivalent value through tests, pilots, promotional campaigns or contests. Such promotions shall be made available to all similarly situated Customers in the target market area. These promotions must be approved by the Commission before they are offered to the public.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to ten (10) minutes duration over its network.

FILED

JUN 15 1998  
98-490

MISSOURI  
Public Service Commission

ISSUED: May 1, 1998

EFFECTIVE: June 15, 1998

ISSUED BY: Susan B. Brown, Administrator  
Friendship Village of West County  
15201 Olive  
Chesterfield, Missouri 63017

CANCELLED  
August 17, 2009  
Missouri Public  
Service Commission  
XD-2010-0034; JX-2003-0622