NEWMAN, COMLEY & RUTH

PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
MONROE BLUFF EXECUTIVE CENTER
601 MONROE STREET, SUITE 301
P.O. BOX 537

P.O. BOX 537 JEFFERSON CITY, MISSOURI 65102-0537

> www.ncrpc.com September 26, 2003

The Honorable Dale Hardy Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102-0360 FILED SEP 2 6 2003 TELEPHONE: (573) 634-2266

FACSIMILE: (573) 636-3306

Service Commission

Re:

ROBERT K. ANGSTEAD MARK W. COMLEY

CATHLEEN A. MARTIN

STEPHEN G. NEWMAN

JOHN A. RUTH

Advanced Telemanagement Group, Inc.

Dear Judge Roberts:

Please find enclosed for filing on behalf of Advanced Telemanagement Group, Inc. the original and five copies of an Application for Certificate of Service Authority to Provide Interexchange Telecommunications Services.

Would you please bring this filing to the attention of the appropriate Commission personnel.

Please contact me if you have any questions regarding this filing. Thank you.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:

Mark W. Comley

comleym@ncrpc.com

MWC:ab Enclosure

cc:

Office of Public Counsel General Counsel's Office

Bob Maguire Judith A. Riley

TITLE SHEET

MISSOURI TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by Advanced Telemanagement Group, Inc., with principal offices at 8912 East Pinnacle Peak Road, Suite 423, Scottsdale, AZ 85255. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Advanced Telemanagement Group, Inc. is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived pursuant to Sections 392.361 and 392.420 RSMo:

STATUTES

392.210.2	-	Uniform System of Accounts
392.240(1)	-	Just & Reasonable Rates
392.270	-	Ascertain Property Values
392.280	-	Depreciation Accounts
392.290	-	Issuance of Securities
392.300.2	-	Acquisition of Stock
392.310	-	Issuance of stock and debt
392.320	→	Stock dividend payment
392.330	-	Issuance of securities, debts & notes
392.340	-	Reorganizations

REGULATIONS

4 CSR 240-3.545(2)(C)	-	Rate schedules should be posted at central office
4 CSR 240-10.020	-	Depreciation fund income
4 CSR 240-30.040	-	Uniform system of accounts
4 CSR 240-33.030	-	Inform customers of lowest price

Issued: September 26, 2003 Effective: November 10, 2003

by:

TABLE OF CONTENTS					
	Title Page	1			
	Table of Contents	2			
	Alphabetical Index	3			
	Symbols	5			
	Tariff Format	6			
	Applicability of Tariff	7 .			
	Accessibility of Tariff	7			
	Section 1 - Technical Terms and Abbreviations	8			
	Section 2 - Rules and Regulations	9			
	Section 3 - Description of Service	21			
	Section 4 - Rates	25			
	Section 5 - Specialized Service Arrangements	34			

Issued: September 26, 2003

Effective: November 10, 2003

by:

ALPHABETICAL INDEX

•	Section
Advance Payments	2.9
Ancillary Charges	4.4
Billing and Charges	2.11
Calculation of Distance	3.2
Cancellation or Discontinuance of Service	2.5
Collection Costs	2.12
Customer Complaints and/or Billing Disputes	2.13
Customized Service Packages	5.1
Dedicated Access Services – Rate Plans	4.2
Deposits	2.8
Description of Service	3
Directory Assistance	4.5
Finance Charge	4.8
Interruption of Service	2.6
Liability of the Company	2.3
Minimum Call Completion Rate	3.3
Payphone Use Surcharge	4.7
Private Line Services Rates	4.3
Rates	4
Reconnection Charge	4.10
Reseller/Rebiller Certification	2.14
Responsibilities of the Customer or Subscriber	2.4
Restoration of Service	2.7
Return Check Charges	4.9
Rules and Regulations	2
Service Offerings	3.4
Special Promotional Offerings	3.5
Specialized Service Arrangements	5
Switched Access Services – Rate Plans	4.1

Issued: September 26, 2003

Effective: November 10, 2003

by:

ALPHABETICAL INDEX (Continued)

	Section
Taxes	2.10
Technical Terms and Abbreviations	1
Time of Day Rate Periods	4.6
Timing of Calls	3.1
Undertaking of Advanced Telemanagement Group, Inc.	2.1
Use and Limitations of Services	2.2

Issued: September 26, 2003 Effective: November 10, 2003

by:

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C To signify changed term or condition
- D To signify discontinued material
- I To signify rate increase
- M To signify material moved from or to another part of the Tariff with no change, unless there is another Change symbol present
- N To signify new material
- R To signify rate reduction
- To signify a change in text but no change in rate, term or condition

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

Issued: September 26, 2003 Effective: November 10, 2003

by:

TARIFF FORMAT

- A. <u>Sheet Numbering</u> 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. <u>Sheet Revision Numbers</u> 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 MOPSC. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the MOPSC 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. <u>Paragraph Numbering Sequence</u> 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).

Issued: September 26, 2003 Effective: November 10, 2003

by:

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Missouri.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Missouri Public Service Commission and the Company's principal place of business:

Advanced Telemanagement Group, Inc. 8912 East Pinnacle Peak Road, Suite 423 Scottsdale, AZ 85255

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at 480-515-9200.

Issued: September 26, 2003 Effective: November 10, 2003

by:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to an Advanced Telemanagement Group, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – Missouri Public Service Commission.

Company, Carrier or ATG – Advanced Telemanagement Group, Inc.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

RBOC – Regional Bell Operating Company

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued: September 26, 2003

Effective: November 10, 2003

by:

SECTION 2 - RULES AND REGULATIONS

2.1 <u>Undertaking of Advanced Telemanagement Group, Inc.</u>

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by ATG for telecommunications between points within the State of Missouri. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Missouri.

- 2.1.1 The services provided by ATG are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by ATG and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of ATG.

Issued: September 26, 2003 Effective: November 10, 2003

by:

- 2.1 <u>Undertaking of Advanced Telemanagement Group, Inc.</u> (continued)
 - 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or a provision of this tariff.
 - 2.1.4 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

- 2.2.1 ATG's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of ATG's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of ATG's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 ATG does not transmit messages, but the services may be used for that purpose.

Issued: September 26, 2003 Effective: November 10, 2003

by:

2. RULES AND REGULATIONS (continued)

- 2.2 <u>Use and Limitations of Services</u> (continued)
 - 2.2.5 ATG's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.
 - 2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.
 - 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
 - 2.2.8 All facilities provided under this tariff are directly controlled by ATG and the Customer may not transfer or assign the use of the service or facilities, except with 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.
 - 2.2.9 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 transfers.

2.3 <u>Liability of the Company</u>

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

Issued: September 26, 2003 Effective: November 10, 2003

by:

2.3 <u>Liability of the Company</u> (continued)

- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

Issued: September 26, 2003 Effective: November 10, 2003

by:

- 2.3 Liability of the Company (continued)
 - 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.4 Responsibilities of the Customer or Subscriber
 - 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
 - 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by ATG on the Customer's behalf.
 - 2.4.3 If required for the provision of ATG services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
 - 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of ATG's services.

Issued: September 26, 2003 Effective: November 10, 2003

by:

- 2.4 Responsibilities of the Customer or Subscriber (continued)
 - 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with ATG facilities or services, that the signals emitted into the ATG network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, ATG will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to ATG equipment, personnel, or the quality of service to other Customers, ATG may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, ATG may, upon written notice, terminate the Customer's service.

- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- 2.4.7 The Customer must pay for the loss through theft of any ATG equipment installed at Customer's premises.
- 2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

Issued: September 26, 2003 Effective: November 10, 2003

by:

- 2.4 Responsibilities of the Customer or Subscriber (continued)
 - 2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.
 - 2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

- 2.5.1 Without incurring liability, ATG may, upon five working days written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due ATG for more than thirty days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting ATG from furnishing its services.

Issued: September 26, 2003 Effective: November 10, 2003

by:

- 2.5 <u>Cancellation or Discontinuance of Services</u> (continued)
 - 2.5.2 Without incurring liability, ATG may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
 - 2.5.3 Service may be discontinued by ATG, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when ATG deems it necessary to take such action to prevent unlawful use of its service. ATG will restore service as soon as it can be provided without undue risk.
 - 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

Issued: September 26, 2003 Effective: November 10, 2003

by:

2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. 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. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

Issued: September 26, 2003 Effective: November 10, 2003

by:

2.6 Interruption of Service (continued)

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

CREDIT FORMULA:

 $Credit = (A \times B) / 720$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

ATG may, in order to safeguard its interests, require a Customer to make a cash security deposit, irrevocable letter of credit or other means prior to or any time after the provision of Services to Customer (collectively called "Deposit"). The Deposit, to be held by ATG as a guarantee or security for the payment of charges incurred, may be drawn upon by ATG for any and all past due amounts, and may be increased at any time upon ATG's request and in its sole discretion. ATG's obligation to provide Services is contingent upon an initial and continuing credit approval by ATG. Additional Deposit amounts may be required after Services commence pending continuing review of issues which include but are not limited to Customer's monthly revenue, payment history, financial condition and as security against disputed amounts.

Issued: September 26, 2003 Effective: November 10, 2003

by:

2.9 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

- 2.11.1 ATG will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 20 days.
- 2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

Issued: September 26, 2003 Effective: November 10, 2003

by:

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 <u>Customer Complaints and/or Billing Disputes</u>

- 2.13.1 Customers may contact ATG's representatives 24 hours a day, 7 days a week at 480-515-9200, or by writing to Advanced Telemanagement Group, Inc., Customer Service Division, 8912 East Pinnacle Peak Road, Suite 423, Scottsdale, AZ 85255.
- 2.13.2 Any objection to billed charges should be reported within forty-five (45) days of the date of the invoice to ATG. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the ATG services set forth in this tariff must possess all certifications and authorizations required by the Missouri Public Service Commission and all other pertinent authorities.

Issued: September 26, 2003 Effective: November 10, 2003

by:

SECTION 3 - DESCRIPTION OF SERVICE

3.1 <u>Timing of Calls</u>

- 3.1.1 The Customer's long distance usage charge is based on the actual usage of ATG's network. Usage begins when the called party picks up the receiver. When the called party picks up 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. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.
- 3.1.2 The minimum call duration and initial billing period is 60 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 60 second increment unless otherwise specified by this tariff.
- 3.1.3 All calls will be rounded to the second decimal place amount of a call charge.

Issued: September 26, 2003 Effective: November 10, 2003

by:

3. **DESCRIPTION OF SERVICE (continued)**

3.2 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

VH

Miami 8,351 529 New York 4,997 1,406 Difference 3,354 -879

Square and add: 11,249,316 + 772,641 = 12,021,196

Divide by 10 and round: 12,021,597 / 10 = 1,202,195.70= 1,202,196

Take square root and round: 1,202,196 = 1,096.4= 1,097 miles

Issued: September 26, 2003

Effective: November 10, 2003

by:

3. DESCRIPTION OF SERVICE (continued)

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

3.4 Service Offerings

3.4.1 Switched Access Services

ATG Switched Access Service allows a customer to access the Company's long distance network via FGD access.

3.4.1.A. Inbound Switched Service

ATG Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using 800 or 888 number(s).

3.4.1.B. Outbound Switched Service

ATG Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

Issued: September 26, 2003

Effective: November 10, 2003

by:

3. **DESCRIPTION OF SERVICE (continued)**

3.4 <u>Service Offerings</u> (continued)

3.4.2 Dedicated Access Services

ATG Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

3.4.2.A. <u>Inbound Dedicated Service</u>

ATG Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s).

3.4.2.B. <u>Outbound Dedicated Service</u>

ATG Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.

3.4.3 Private Line Services

ATG Private Line Services allows a customer use of a non-switched direct channel or line specifically dedicated to a customer's use between specified points.

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.

Issued: September 26, 2003 Effective: November 10, 2003

by:

SECTION 4 - RATES

4.1 Switched Access Services-Rate Plans

Callers are able to originate and terminate calls to and from call stations of any domestic phone system. Rates are determined by the point of origination and termination.

4.1.1 Rate Plan "A"

In order to obtain the rates specified for this plan, calls must originate in an area serviced by the RBOC and must terminate no less than 80% of the time in an area serviced by the RBOC. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.11 per minute, 24 hours a day, seven days a week.

4.1.2 Rate Plan "B"

Calls which originate in an area serviced by the RBOC but terminate less than 80% of the time in areas serviced by the RBOC are billed in accordance with this plan. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.13 per minute, 24 hours a day, seven days a week.

Issued: September 26, 2003

Effective: November 10, 2003

by:

4.1 <u>Switched Access Services-Rate Plans (continued)</u>

4.1.3 Rate Plan "C"

In order to obtain the rates specified for this plan, calls must originate in a non-RBOC area and must terminate no less than 80% of the time in an area serviced by the RBOC. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.16 per minute, 24 hours a day, seven days a week.

4.1.4 Rate Plan "D"

Calls which originate in a non-RBOC area but terminate less than 80% of the time in an area serviced by the RBOC are billed in accordance with this plan. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment.

Intrastate calls are charged at a rate of \$0.21 per minute, 24 hours a day, seven days a week.

Issued: September 26, 2003

Effective: November 10, 2003

by:

4.2 Dedicated Access Services-Rate Plans

4.2.1 <u>Inbound Dedicated Service</u>

ATG Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800 or 888 number(s). Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment. Calls are billed in accordance with the rates set forth below and appear on the Customer's monthly long distance bill.

4.2.1.A. Rate Plan "A"

This plan enables Customers to receive calls originating in any area serviced by the RBOC.

Intrastate calls are charged at a rate of \$0.0688 per minute, 24 hours a day, seven days a week.

4.2.1.B. Rate Plan "B"

This plan enables Customers to receive calls originating in any area serviced by an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.2240 per minute, 24 hours a day, seven days a week.

Issued: September 26, 2003 Effective: November 10, 2003

by:

4.2 Dedicated Access Services-Rate Plans (continued)

4.2.1 <u>Inbound Dedicated Service</u> (continued)

4.2.1.C. Rate Plan "C"

This plan enables Customers to receive calls originating in any area not serviced by the RBOC or an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.1702 per minute, 24 hours a day, seven days a week.

4.2.2 Outbound Dedicated Service

ATG Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA. Calls are rated on the basis of a 6-second initial billing period with additional periods rounded to the next higher 6-second increment. Calls are billed in accordance with the rates set forth below and appear on the Customer's monthly long distance bill.

4.2.2.A. Rate Plan "A"

In order to qualify for the rates under this plan, calls must terminate in an area serviced by the RBOC.

Intrastate calls are charged at a rate of \$0.0926 per minute, 24 hours a day, seven days a week.

Issued: September 26, 2003 Effective: November 10, 2003

by:

4.2 <u>Dedicated Access Services-Rate Plans (continued)</u>

4.2.2 <u>Outbound Dedicated Service (continued)</u>

4.2.2.B. Rate Plan "B"

In order to qualify for the rates under this plan, calls must terminate in an area serviced by an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.3310 per minute, 24 hours a day, seven days a week.

4.2.2.C. Rate Plan "C"

Rates under this plan apply when termination is in neither an area serviced by the RBOC or an Independent Telephone Company.

Intrastate calls are charged at a rate of \$0.2354 per minute, 24 hours a day, seven days a week.

4.2.3 Volume Discounts

Customers are allowed a volume discount on dedicated services in accordance with the following:

>2 million monthly minutes	15%
1-2 million monthly minutes	10%
500,000 – 1 million monthly minutes	5%
100,000 - 500,000 monthly minutes	2%

Issued: September 26, 2003 Effective: November 10, 2003

by:

4.2 <u>Dedicated Access Services-Rate Plans (continued)</u>

4.2.4 Commitment Discounts

Customers are allowed a discount on dedicated services based on term of commitment as follows:

1 year commitment 5% 2 year commitment 10%

3 year commitment 15%

4.3 Private Line Services Rates

Private line services will be made available to customers in a non-discriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term commitments and distance and will include a non-recurring charge and minimum revenue requirements. ICB rates will be made available to the Commission upon request on a proprietary basis.

4.4 Ancillary Charges

Toll Free Number

\$0.50 per number MRC

Issued: September 26, 2003 Effective: November 10, 2003

by:

Effective: November 10, 2003

Original Sheet 31

4. RATES (continued)

4.5 <u>Directory Assistance</u>

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge -

\$0.75

Issued: September 26, 2003

by:

Robert D. Maguire
President

4.6 Time Of Day Rate Periods

Day, evening and night/weekend rates apply for the following products based on the following chart:

All Services:

	MON	TUES	WEDS	THURS	FRI	SAT	SUN
8:00 AM TO 5:00 PM*							
5:00 PM TO 11:00 PM*	EVENIN RATE P	NG/NIGHT/ ERIOD	WEEKEND				
11:00 PM TO 8:00 AM*							

* to, but not including

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the at rates in effect in that boundary for each portion of the call.

Issued: September 26, 2003 Effective: November 10, 2003

by:

4.7 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.28 shall apply to each coinless call which ATG can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a ATG calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access ATG's service.

4.8 Finance Charge

A finance charge in the amount of 1.5% monthly will be charged on any past due balances.

4.9 Return Check Charges

A fee of \$15.00 will be charged for each check returned.

4.10 Reconnection Charge

A reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

Issued: September 26, 2003

Effective: November 10, 2003

by:

SECTION 5 - SPECIALIZED SERVICE ARRANGEMENTS

5.1 <u>Customized Service Packages</u>

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

Issued: September 26, 2003

Effective: November 10, 2003

by: