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July 15, 2004

**FILED**

**JUL 15 2004**

**Missouri Public  
Service Commission**

The Honorable Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

Re: Hierholzer Communications, Inc., d/b/a Andrew Communications

Dear Judge Roberts:

Please find enclosed for filing in the referenced matter the original and five copies of an Application.

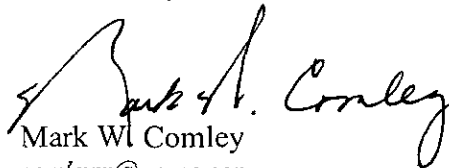
Would you please bring this application to the attention of the appropriate Commission personnel.

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  
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MWC:ab

Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
Judith A. Riley



TITLE SHEET  
MISSOURI TELECOMMUNICATIONS TARIFF

Hierholzer Communications, Inc., d/b/a Andrew Communications, is classified as a competitive telecommunications company in the state of Missouri. This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service facilities for long distance telecommunications services provided by Hierholzer Communications, Inc., d/b/a Andrew Communications with principal offices at 4704 Jamestown Ln., McKinney, TX 75071, telephone number (214.733.8878). This tariff applies for services furnished within the State of Missouri. This is an individual tariff and application. Andrew Communications list of waivers is as follows:

392.210.2	Uniform System of Accounts
392.240(1)	Just and Reasonable Rates
392.270.1	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
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



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TARIFF FORMAT

- A. Sheet Numbering- Sheet numbers appear in the 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 Missouri Public Service Commission. For example, the 4<sup>th</sup> revised Sheet cancels the 3<sup>rd</sup> revised Sheet 14.
- 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).1
- D. Check sheets- When a tariff filing is made with the Missouri Public Service Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Missouri Public Service Commission.



### SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

**Access Line-** An arrangement which connects the customer's location to a Hierholzer Communications, Inc. network switching center.

**Authorization Code or Identification Code-** A numerical code, one or more of which are available to a customer to enable him 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.

**Company or Carrier-** Hierholzer Communications, Inc. (DBA Andrew Communications) unless the context means otherwise.

**Customer-** The person, firm, corporation or other entity which orders or uses service and is responsible for the payment of charges and for compliance with tariff regulations. A business customer is a telephone company subscriber whose use of such telephone company service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use, and is therefore charged business rates for basic telephone service. A residence customer is a telephone company subscriber whose use of such telephone company service is of a domestic nature, and not substantially of an occupational nature, and who is therefore charged residence rates for basic telephone service.

**Local Service Management System (LMSS)-** An intermediate data base system that receives downloads of Customer records from the SMS/800 and further downloads them to the appropriate SCPS.

**Responsible organization (Resp. Org.)-** The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS/800) including maintaining Customer records in the SMS/800 system. Also, the entity which accesses the SMS/800 to: (a) search for and reserve 800 numbers; (b) create and maintain 800 number Customer records, including call processing record; and provide a single point of contact for trouble reporting. The SMS/800 recognizes one Resp. Org. for each 800 number.

**Service Control Point (SCP)-** The real-time data base system in the 800 Data Base Service network that contains instructions on how customers wish their calls to be routed, terminated or otherwise processed.

**Service Management System (SMS/800)-** The main administrative support system of 800 Data Base Services. It is used to create and update Customer 800 service records and that are then downloaded to Service Control Points (SCPS) for handling customer's 800 Service calls and to Local Service Management Systems (LSMSS) for subsequent downloading to SCPS. The System is also used by Resp. Orgs. to reserve and assign 800 numbers.

**Subscriber-** Same as customer definition.

**Vertical Features-** Services such as call validation, "Plain Old Telephone Service" (POTS), number translation and provision of statistical information the Customer's 800 traffic, which may be obtained by the Company from Local Exchange Company access tariffs on behalf of the Company's inbound 800 subscriber for which the Company serves as Resp. Org.



Missouri Tariff

P.S.C. Mo. No. 1  
Original page 4

SECTION 1- TECHNICAL TERMS AND ABBREVIATION (CONT.)

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

Holidays- The Company's recognized holidays are January 1, July 4, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.



## SECTION 2- RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Hierholzer Communications Inc. ("the Company") services and facilities are furnished for communications originating at specific points within the state of Missouri under terms of this Tariff. Services are offered to both business and residential subscribers.

The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this Tariff. It 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 Company's network. The customer shall be responsible for all charges for such service arrangements.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available 24 hours per day, 7 days per week.

### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and the provision of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express 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 or facilities.
- 2.2.4 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 condition of service.

### 2.3 Liabilities of the Company

- 2.3.1 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 and facilities, shall in no event, exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned fault in transmission occur.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
  - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

SECTION 2- RULES AND REGULATIONS (CONT.)

- 2.3.3 Where any claim arises out of the Company acting as a Resp. Org. or where the Company's Inbound 800 Service is not made available on the date committed, or cannot otherwise be made after the Company's acceptance of the customers order, or as provided with a number(s) other than the one(s) committed by The Company to the customer, or the number or numbers are not included in a third party directory assistance data base or are included in an incorrect form, or Vertical Features are not obtained or obtained in error, and any such failure or failures is due solely to the negligence of The Company in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failures, or (b) the sum of \$250.00. The Company shall not be liable at all for the use, misuse, or abuse of a customer's inbound 800, and/or domestic long distance service, by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's 800 number by mistake.

Compensation for any injury the customer may suffer due to the fault of others than The Company must be sought from such other parties. In the event that The Company causes the mis-routing of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.

2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 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.
- 2.4.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.3 No credit shall be allowed for an interruption having a continuous duration of less than two hours.
- 2.4.4 The customer shall be credited for an interruption of two hours or more at the rate of  $1/720^{\text{th}}$  of the monthly charge for the service of facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit =  $A/720 \times B$ , where

"A" - outage time in hours

"B" - total monthly charge for the affected service or facility.

2.5 Billing Entity Conditions

When billing functions on behalf of The Company are performed by local exchange companies, credit card companies and others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.





SECTION 2- RULES AND REGULATIONS (CONT.)

2.6 Validation of Credit

The Company reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures. Credit shall be deemed established if:

- The applicant demonstrates that his is a satisfactory credit risk by appropriate means including, but not limited to, the production of substantive references which may be quickly and inexpensively checked by the Company;
- The applicant has been a customer of the Company for a similar type of service within a period of twenty-four consecutive billings preceding the date of application and during the last twelve consecutive billings for that prior service has not had service discontinued for non-payment of bill or had more than one occasion in which bill was not paid within the period prescribed by the reasonable regulations of the Company on file with the Commission; provided, that the average periodic bill for such previous service was equal to at least fifty percent of that estimated for the new service; and provided further, that the credit of the applicant is unimpaired, or
- The applicant furnishes a satisfactory guarantor to secure payment of bills for the service requested in specified amount not to exceed the amount of the cash deposit prescribed in section 2.8 of this tariff.
- The applicant makes a cash deposit to secure payment of bills for service prescribed in section 2.8 of this tariff.
- An applicant for service who previously has been a customer of the Company and whose service has been disconnected by the Company during the last twelve billings of that prior service because of nonpayment of bills, may be required to reestablish credit in accordance with section 2.6; except that an applicant for residential service shall not be denied service for failure to pay such bills for classes of nonresidential service.

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 FCC.

2.8 Deposits

The Company may when in the judgment of the Company deem such deposit is necessary, require at any time, from any subscriber, or prospective subscriber, a cash deposit intended to guarantee payment of current bills for communication service. Such deposits shall not exceed two times the estimated monthly charges. Interest shall be paid by the Company upon such deposits, at the rate per annum approved by the Missouri Public Service Commission, for the time such deposit was held by the Company and the Customer was served by the Company, unless such period be less than thirty (30) days. Such interest shall be calculated to December 1<sup>st</sup> of each year, and the payment shall be made by credit to the customer's account on the December billing of the customer.

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 two (2) month's estimated charges plus installation as an advance payment for service. Credit of advance payment equal to one (1) month's charges plus installation will be applied to the Subscriber's account on the first bill rendered after the service is installed. Balance of payment will be applied to successive monthly billings.



SECTION 2- RULES AND REGULATIONS (CONT.)

2.10 Taxes

The taxes quoted in this tariff do not include federal excise, state sales, use, local, access or other taxes or similar liabilities. The Customer is responsible for payment of these taxes and any other similar liabilities, which are billed as separate line items. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. In addition, all services billed to a Customer location in any state that imposes a similar tax upon the Company with respect to such interstate and/or intrastate services will be subject to a surcharge in the amount of such tax. Any taxes imposed by a local jurisdiction (e.g., gross receipts tax, county and municipal taxes, including but not limited to franchise fees and license fees) will only be recovered from those Customers located in the affected jurisdiction.

2.11 Payment and Billing

- 2.11.1 Service is billed on a monthly basis.
- 2.11.2 Recurring monthly subscriber service charges are billed in advance, and usage rated charges are billed in arrears.
- 2.11.3 Billing will be payable upon receipt of bill. Interest will be charged on any amount unpaid after thirty days of billing date at a 1 ½% monthly rate.
- 2.11.4 In the event a subscriber accumulates more than \$250.00 of undisputed delinquent Hierholzer Communications Inc. Inbound 800 service charges, the Company, Resp. Org. reserves the right to not honor that subscriber's request for Resp. Org. change until such undisputed charges are paid in full.

2.12 Minimum Service Period

*The minimum period of service is one month unless specifically agreed upon by both the subscriber and company.*

2.13 Short Duration Calls

The Company reserves the right to charge all short duration calls (i.e., calls under 6 seconds in length), a minimum of one-cent (\$0.01) per answered call if The Company determines that Customer has excessive quantities (i.e., more than 10% of Customer's total calls) of such short duration calls.

2.14 Cancellation of Service by Carrier for Non-Payment

The carrier, upon written notification to the customer, may discontinue service without incurring any liability if within 35 days after rendition of bill the carrier has not received full payment for service rendered hereunder.

SECTION 2- RULES AND REGULATIONS (CONT.)

## 2.15 Cancellation of Service for Cause

The company may without notice terminate the subscriber's contract, and/or disconnect the service upon:

- 2.14.1 Abandonment of the service.
- 2.14.2 Failure of a subscriber to make suitable deposit as required by this tariff.
- 2.14.3 Impersonation of another with fraudulent intent.
- 2.14.4 Nonpayment of any sum due for services.
- 2.14.5 Use of service in such a way as to impair or interfere with the service of other subscribers, such improper use includes, but is not limited to, the use of service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such a subscriber at or about the same time which may result in preventing, obstructing, or delaying the service of others.
- 2.14.6 Abuse or fraudulent use of service; such abuse or fraudulent use includes:
  - 2.14.1.A. *The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;*
  - 2.14.1.B. *The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, message, telecommunications service or WATS by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;*
  - 2.14.1.C. *Use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonable to be expected to frighten, abuse, torment, or harass another;*
  - 2.14.1.D. *The use of profane or obscene language;*
  - 2.14.1.E. *The use of the service in such a manner as to interfere unreasonable with the use of the service by one or more other customers;*
  - 2.14.1.F. *Any other violation of the Company's regulations.*
  - 2.14.1.G. *The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.*

SECTION 2- RULES AND REGULATIONS (CONT.)

## 2.15 Customer's Responsibility in Placement of orders, Payment of Bills and Compliance with Regulations

The customer is responsible for placing any necessary orders and complying with tariff regulations for services described herein, and for assuring that its users comply with tariff regulations. The Customer is also responsible for the payment of bills for services described herein. This includes payment for long distance calls or services:

- Originating from the Customer's number(s),
- Billed to the Customer's number via the use of a Calling Card, or the use of a Company-assigned special billing number, and
- Incurred at the specific request of the Customer.

2.15.1 The Customer is responsible for payment of all charges for services furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections regarding billed charges must be reported to the Company or its billing agent within sixty (60) days after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.15.2 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is a result of the Customer's intentional disclosure of the Authorization Code, negligent disclosure of the Authorization Code, or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

## 2.16 Specific Regulations for Inbound 800 Services

2.16.1 The Company reserves the right to require an applicant for the Company's Inbound 800 Service to *supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities.* The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.

2.16.1.A. The Company's Inbound 800 Service is furnished upon condition that the customer contracts for adequate facilities to permit the use of service without injurious effects upon it or an service rendered by the Company. The Company may terminate or refuse to furnish the Company's Inbound 800 Service to any applicant, without incurring any liability and without notice to the customer, if the use of the service would interfere with or impair any service rendered by the Company.

2.16.1.B. The customer must obtain an adequate number of access lines for the Company's Inbound 800 Service to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company considering: (a) total call volume; (b) average call duration; time-of-day characteristics; and peak calling period. The Company, without incurring any liability and without notice to the customer, may connect or refuse to furnish the Company's Inbound 800 Service to any customer that fails to comply with these conditions.

SECTION 2- RULES AND REGULATIONS (CONT.)

- 2.16.2 Use of number(s): Each Hierholzer Communications Inc. Inbound 800 Service telephone must be placed in actual and substantial use by the customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any 800 telephone number associated with the Company's Inbound 800 Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be re-designated as a spare number in the SMS 800 database by the Company upon written notice to the customer.
- 2.16.3 If the customer requests assignment of a specific 800 Service telephone number, the Company may require the customer to submit a number reservation agreement form to the Company. At no time may a customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subjected to a reservation fee which will be credited to the customer's unpaid balance after the Company's Inbound 800 Service has been in actual and substantial use for a consecutive sixty (60) day period.

Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective customers who have reserved 800 telephone numbers hereunder or customers who subscribe to and use the Company's Inbound 800 Service or their transferee or assigns, any ownership interest or propriety right in any particular 800 number; however, upon placing a number actually and substantially in use, as defined above, the Company's Inbound 800 Service customers do have a controlling interest in this 800 number(s). The Company's Inbound 800 Service customers may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Resp. Org.

If the customer places an order for the Company to carry customer's already existing 800 number service, the customer shall provide to the Company the contact names, telephone number, and address of the customer's Resp. Org. Upon subscription to the Company, Inbound 800 Service, the customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800 number(s) to the Company's Resp. Org. If the customer elects to retain a non-Company Resp. Org., the customer must notify the Company of any changes in the customer's Resp. Org. in writing, within forty-eight (48) hours of the change. The customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or 800 service carrier. The Company assumes no responsibility or liability with respect to any obligations of the customer to such previous service providers existing at the time of transfer to the Company.

- 2.16.4 It is the customer's responsibility to provide answer supervision back to the connected switching equipment or a customer-provided communication system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon answer of the call to the customer's switching equipment or communications system and ends upon termination of the call.
- 2.16.5 Subject to execution of a Resp. Org. Service Agreement between the Company and the customer, the Company's Resp. Org. will perform the function of Resp. Org. for all the Company's Inbound 800 service orders unless the customer requests another Resp. Org. The Company's Resp. Org. functions include: (a) search for and reservation of 800 numbers in the SMS/800; (b) creating and maintaining the 800 number customer record in the SMS/800; and provision of a single point of contact for trouble reporting.

SECTION 2- RULES AND REGULATIONS (CONT.)

- 2.16.1.A. Where the Company serves as the Resp. Org. for the Company's Inbound 800 Service customer, the Company will, at the customer's request, subscribe to 800 Directory Listing for 800 number(s) assigned to the customer. In the event that a customer transfers its 800 service to another Resp. Org., the Company shall cease to subscribe to 800 Directory Listing Service on behalf of the customer and the customer is responsible for assuring that 800 Directory Listing Service is maintained through the new Resp. Org. The customer is responsible for payment of any outstanding 800 Directory Listing charges, including any un-expired portion of any period applicable to such service, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of 800 Directory Listing responsibility.
- 2.16.1.B. In the event that a customer cancels its Hierholzer Communications Inc. Resp. Org. or Inbound 800 Service, the customer shall be responsible for all outstanding indebtedness to the company and any outstanding charges applicable to any service obtained by or on behalf of the customer by the Company.

**2.17. Other Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Charge, Telecommunications Relay Service, E911, Subscriber line charges, Transport Interconnection Charges, Residual Interconnection charges, and compensation to payphone service providers for the use of their payphones to access the Company's service.

**2.18 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) 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 the Customer pursuant to contract and subject to the commission's rules and regulations. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or changes will be made available to similarly situated Customers on a non-discriminatory basis.

SECTION 3-DESCRIPTION OF SERVICES

## 3.1 Service Elements

## 3.1.1. Timing of Calls

Call timing begins when party goes off-hook. Call timing stops when either calling or called party hangs up.

## 3.1.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between 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 used the rate center and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX and V&H coordinates Tape and Bells NECA Tariff No. 4

FORMULA:

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

## 3.1.3 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than 99% during peak use periods for all services.

## 3.2 Service Offerings

## 3.2.1 Andrew Communications Private Line Service

This service is offered when, in the judgment of the company, adequate and appropriate facilities are available. Service consists of provision of interLATA-dedicated access channel suitable for analog voice or digital data communications between and/or among the company's point of presence (POP). Charges include an installation charge, a flat rate monthly recurring charge, and a charge based on the airline distance between the points of presence. A discounted monthly recurring charge will apply when the subscriber's private line service falls within a specified service term.

The company may also provide to the subscriber when interLATA services are provided as stated above and incidental to the provision of those services, access channels between the subscriber's premises and any other point in Missouri not served by a company point of presence at rates identical to the rates of the exchange carrier to carriers providing the service. Access will be provided to the subscriber on this same reimbursement rate basis for the channels connecting the subscriber premises to the company point of presence on both the originating and terminating ends.

SECTION 3-DESCRIPTION OF SERVICES (cont'd)

## 3.2.2 Andrew Communications Business Select

Andrew Communications Business Select is offered as four separate classes of service. These classes of service are (1) Andrew Communications Business Select Switched (2) Andrew Communications Business Select Dedicated (3) Andrew Communications Business Select Switched Association and (4) Andrew Communications Business Select Dedicated Association. Andrew Communications Business Select Switched and Andrew Communications Business Select Switched Association are switched access services. Andrew Communications Business Select Dedicated and Andrew Communications Business Select Dedicated Association are dedicated access services. To subscribe to Andrew Communications Business Select Switched Association or Andrew Communications Business Select Dedicated Association, the subscriber must belong to a recognized professional or trade association. Calls over all of Andrew Communications Business Select Services are divided into the following traffic types:

1. Outbound Toll- All long distance calls which originate from either the subscriber's switched or dedicated access lines, and are subsequently terminated to points within the continental U.S.
2. Inbound 800- All 800 calls which terminate to the subscriber's switched or dedicated access lines and originate in the continental U.S.
3. Card- All calls where the subscriber uses a personalized, plastic card describing an 800 access number, an authorization code, and dialing instructions in accessing the Company's switching facility; and whereby the dialed call is subsequently terminated to a point within the continental U.S. A surcharge applies per call billed to a calling card.

Usage charges are based on class of service and accumulated minutes of use by traffic type and described in the preceding 1, 2 and 3. All Andrew Communications Business Select calls are rated based on flat rates and duration of call. There is no charge for unanswered calls. Timing for all traffic types is in 6second increments after the first 18 seconds of each call. Term discounts apply when elected by the subscriber. The customer may choose to enter into a 12, 24, or 36 month term agreement and discounts available to the customer for the term periods listed will be given on ICB. Should the customer choose to enter into a term agreement a "Monthly Usage Commitment" will apply.

The customer's "Monthly Usage Commitment Level" is established by entering a contractual agreement. If the customer's usage does not meet this requirement, they will be billed the amount of the usage commitment.

The customer may discontinue service by written notice to The Company within the first 90 days of the term without incurring a "Discontinuance Charge". However, upon cancellation during the first 90 days of the term, the customer will be responsible for payment of all accrued charges for usage plus the total of all waived installation charges, any incentives received during the term, any miscellaneous charges that are incurred for dedicated access, and non-waivable installation charges which include, but are not limited to, engineering fees, expedite fees, and carrier and local exchange service order fees. All customer notices of discontinuance must be delivered to The Company in writing 30 days prior to the discontinuance becoming effective. If the customer has entered into a term agreement and cancels their service after the initial 90 day period, but before the end of the expiration of the term, the customer will be responsible for a "Discontinuance Charge" for each month remaining in the term to which the customer agreed. The "Discontinuance Charge" is based





SECTION 3-DESCRIPTION OF SERVICES (cont'd)

on the "Monthly Usage Commitment Level" multiplied by the number of months remaining in the contract.

3.2.3 Andrew Communications EZ Biz

Inbound/Outbound domestic calls are timed in six (6) second increments after the initial eighteen (18) seconds of each call and card calls are timed in six (6) second increments after the initial thirty (30) seconds of each call. All calls are rated on flat rates and duration of the call. No term or volume discounts apply. All customer notices of discontinuance must be received by the Company 30 days prior to the discontinuance becoming effective.

3.2.4 Andrew Communications 800 Service

Andrew Communications 800 Service is an inbound, 800 toll service offering that enables the subscriber to receive calls from any domestic telephone system in Missouri over the subscriber's local exchange service line. The charges for such call are billed to terminating subscriber, rather than to the originating party. Usage charges are based on accumulated minutes of use. Calls are rated based on a flat rate and duration. Calls are timed in six (6) second increments, after the initial minute. A volume discount plan applies to usage over a specified, combined inter/intrastate amount. Both installation and monthly recurring charges apply.

3.3 Enhanced Toll Free Features

The following features may be obtained as an enhancement to an Inbound 800 Service described within this tariff. The rates for the following features shall be in addition to the subscriber's rates for Inbound 800 Service.

3.3.1. Enhanced Toll Free Routing Package

Enhanced Toll Free Routing Package provides customers with the following features, as described below: Time of Day Routing, Day of Week Routing, Holiday Routing, Point of Origination Routing, Toll Free Blocking and Percent Allocation. These features can be used if the customer subscribes to the Enhanced Toll Free Routing Package, or purchased a la carte, as defined below. The monthly recurring, and installation charges apply per toll free number, regardless of the number of features ordered. Change charges apply for each subsequent change request routing.

3.3.1.A. Time of Day Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free service number to be routed to different location based on a customer-defined time of day. The number of time of day routing schedules are subject to The Company's capacity to process and store routing schedules. The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

SECTION 3-DESCRIPTION OF SERVICES (cont'd)

## 3.3 Enhanced Toll Free Features (Cont.)

## 3.3.1.B. Day of Week Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different locations based on the particular day of the week. The subscriber can establish a different routing arrangement for each day of the week, with a maximum of seven unique routing schemes. The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

## 3.3.1.C. Holiday Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different locations based on a holiday schedule of a particular day of the year. The subscriber can establish holiday routing using the Company's pre-determined listing of federal or business holidays. The subscriber is allowed three day of year entries. The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

## 3.3.1.D. Point of Origination Routing

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free number to be routed to different locations based on the origination of the caller. The subscriber can establish point of origination routing using The Company's most commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

## 3.3.1.E. Toll Free Blocking

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free number to be blocked based on the origination of the caller. The subscriber can establish toll free blocking using The Company's commonly used serving area index, or by identifying specific area codes (NPA) and exchanges (NXX). The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

## 3.3.1.F. Percent Allocation

This feature permits the inbound 800 subscriber to arrange for calls to a single toll free number to route various percentages of calls to two or more locations. The subscriber must establish a call allocation pattern where each percentage is a whole number and the total allocation equals 100 percent. The monthly recurring, and installation charges apply per toll free number. Change charges apply for each subsequent change request in routing.

SECTION 3-DESCRIPTION OF SERVICES (cont'd)

## 3.3 Enhanced Toll Free Features (Cont.)

## 3.3.1.G. Toll Free with Route Advance

This feature permits the dedicated inbound 800 subscriber to control potential congestion of toll free calls by sending the overflow call from one dedicated line to a switched line or from one dedicated line to another dedicated line, allowing for maximum completion of incoming toll free calls. The subscriber can route advance a call to a maximum of five alternative locations. Installation, monthly recurring and change charges apply.

## 3.3.1.H. Toll Free with DNIS Delivery

This feature permits a dedicated inbound 800 subscriber with multiple toll free numbers terminating in the same location to identify the specific toll free number dialed by the calling party. Both installation and change charges apply. Change charges apply for subsequent changes in routing, after the initial service has been installed.

## 3.3.1.I. Toll Free with Real Time ANI Delivery

Real time automatic number identification (ANI) service is a dedicated inbound 800 feature which identifies the calling party's telephone number to the inbound 800 subscriber, provided the terminating subscriber's inbound 800 equipment is appropriately equipped and compatible to receive ANI from the company. A per call delivered charge is assessed for Real time ANI delivery. Change charges apply for each subsequent change to the initial service installation.



SECTION 4-RATES

4.1 Andrew Communication Private Line Service Rates

These services will be priced on an Individual Case Basis

4.2 Andrew Communications Business Select Rates

4.2.1 Andrew Communications Business Select Switched

Calls are billed in increments of six (6) second increments subject to a minimum connect time (initial period) of eighteen (18) seconds.

Interstate Rate: \$0.049

Intrastate Rate: \$0.099

4.2.2 Andrew Communications Business Select Dedicated

Calls are billed in increments of six (6) second increments subject to a minimum connect time (initial period) of eighteen (18) seconds.

Interstate Rate: \$0.039

Intrastate Rate: \$0.099

4.2.3 Andrew Communications Business Select Switched Association

Calls are billed in increments of six (6) second increments subject to a minimum connect time (initial period) of eighteen (18) seconds.

Interstate Rate: \$0.049

Intrastate Rate: \$0.099

4.2.4 Andrew Communications Business Select Dedicated Association

Calls are billed in increments of six (6) second increments subject to a minimum connect time (initial period) of eighteen (18) seconds.

Interstate Rate: \$0.039

Intrastate Rate: \$0.099

4.3 Andrew Communications EZ Biz Rates

Calls are billed in increments of six (6) second increments subject to a minimum connect time (initial period) of eighteen (18) seconds.

Interstate Rate: \$0.049

Intrastate Rate: \$0.099

SECTION 4-RATES (cont'd)

## 4.4 Andrew Communications 800 Service Rates

## 4.4.1 Andrew Communications 800 Service Switched

Interstate Rate: \$0.049

Intrastate Rate: \$0.099

## 4.4.2 Andrew Communications 800 Service Dedicated

Interstate Rate: \$0.039

Intrastate Rate: \$0.099

## 4.5 Andrew Communications Calling Card Rates

Upon application and at the Company's satisfaction as to the credit worthiness of a customer, the customer may be issued a Calling Card. Calls are billed in increments of six (6) second increments subject to a minimum connect time (initial period) of eighteen (18) seconds.

## Rates and Charges:

Per minute of use: \$0.15

Per Call Surcharge: \$0.45

## 4.6 Enhanced Toll Free Features Rates

## 4.6.1 Enhanced Routing Package: Rates will be assigned on an Individual Case Basis

## 4.6.1.A. Time of Day Routing

- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |

## 4.6.1.B. Day of Week Routing

- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |

## 4.6.1.C. Holiday Routing

- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |

## 4.6.1.D. Point of Origination Routing

- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |



SECTION 4 – RATES (cont'd)

- 4.6.1.F. Toll Free Blocking
- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |
- 4.6.1.G. Percent Allocation
- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |
- 4.6.1.H. Toll Free with Route Advance
- |                             |                         |
|-----------------------------|-------------------------|
| 1. Monthly Recurring Charge | \$75.00/per arrangement |
| 2. Installation Charge      | \$50.00                 |
| 3. Change Charge            | \$25.00                 |
- 4.6.1.I. Toll Free with DNIS Delivery
- |                        |       |
|------------------------|-------|
| 1. Installation Charge | \$500 |
|------------------------|-------|
- 4.6.1.J. Toll Free with ANI Delivery
- |                      |                |
|----------------------|----------------|
| 1. Monthly Recurring | \$50/per trunk |
| 2. Installation      | \$50/per trunk |

4.7 Payphone Origination Charge

Per Call: \$0.30

4.8 Minimum Monthly Usage Fee:

Customers who do not bill a minimum of \$20.00 will be assessed a \$4.95 service fee.

4.9 Miscellaneous Charges:

Directory Assistance	\$1.25/per call
Directory Assistance Calling Card Use:	\$2.00/per use
Operator Assisted Calling Card Use:	\$2.00/per call
Returned Check Charge:	\$25.00/per check