

James M. Fischer Larry W. Dority

Attorneys at Law Regulatory & Governmental Consultants

101 Madison, Suite 400 Jefferson City, MO 65101 Telephone: (573) 636-6758 Fax: (573) 636-0383

April 21, 2005

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street, Suite 100
P.O. Box 360
Jefferson City, Missouri 65102

FILED²

APR 2 1 2005

Service Commission

RE:

Granite Telecommunications, LLC

Case No.

Tariff Tracking No.

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced matter the First Revised Sheet No. 2 and 46 of Granite Telecommunications, LLC's ("Granite") Missouri P.S.C. Tariff No. 1 with an effective date of May 21, 2005. This tariff sheet revises the Table of Contents and implements the provisions of the Missouri Universal Service Fund (MoUSF) relating to the collection of end-user surcharges for the MoUSF. Simultaneously with the filing of the tariff, Granite is also filing a Motion To Expedite Treatment of Tariffs, requesting that the tariffs be approved to be effective on May 1, 2005.

Copies of the foregoing have been hand-delivered, emailed or mailed this date to all counsel of record. Thank you for your attention to this matter.

Sincerely,

James M. Fischer

Enclosures

cc:

General Counsel
Public Counsel

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Issued: April 21, 2005

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
(617) 847-1500

Effective Date: May 21, 2005

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SECTION 2 - RULES AND REGULATIONS, Continued

2.22. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE, Continued

2.22.5. The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons or for any loss, damage or destruction of any property whether owned by the Customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.23. MISSOURI UNIVERSAL SERVICE FUND

- 2.23.1. Company will place on each retail end-user customer's bill a surcharge equal to the Missouri Universal Service fund percentage assessment ordered by the Commission.
- 2.23.2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund"
- 2.23.3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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