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May 12, 2005

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**FILED**  
MAY 12 2005  
BRENDA A. UMSTATT  
CLERK CIRCUIT COURT  
COLE COUNTY, MISSOURI

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

**FILED**

MAY 16 2005

Missouri Public  
Service Commission

Re: MCC Telephony of Missouri, Inc.  
Case No. LA-2005-0150

Dear Judge Roberts:

Enclosed for filing is the proposed Tariff of MCC Telephony of Missouri, Inc. ("MCC Telephony") for the Commission's approval.

MCC Telephony files this Proposed Tariff reserving and without waiving its right to argue in the future that the products and services herein are not subject to some or all state regulation and MCC Telephony expressly reserves the right to withdraw the Proposed Tariff and its certificate should MCC Telephony determine that applicable law does not require such filings. By submitting this Proposed Tariff, MCC Telephony does not concede that its services are intrastate in nature, but rather acknowledges that, as of the time of this filing, the precise description, definition, and jurisdiction of its services provided in whole or in part over Internet Protocol is unresolved.

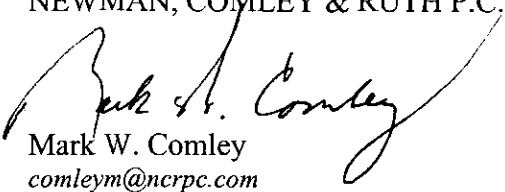
Would you please bring this filing to the attention of the appropriate Commission personnel.

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  
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MWC:ab  
Enclosure

cc: Office of Public Counsel  
General Counsel's Office  
Craig Johnson  
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Kate O'Donnell  
Doug Nelson

**MCC TELEPHONY OF MISSOURI, INC.  
VOICE EXCHANGE TARIFF**

Applying to  
Voice Services Provided  
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 MCC Telephony of Missouri, Inc.'s principal office in Missouri located at 1533 South Enterprise Avenue, Springfield, MO 65804. The Missouri Public Service Commission has classified MCC Telephony of Missouri, Inc.'s services, and the company, as competitive.

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Issued: May 12, 2005

Effective: June 26, 2005

By: Mr. Calvin Craib, President  
MCC Telephony of Missouri, Inc.  
100 Crystal Run Road  
Middletown, New York 10941

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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WAIVERS

MCC Telephony of Missouri, Inc. is classified as a competitive communications 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  
392.240.1  
392.280  
392.290  
392.300.2  
392.310  
392.320  
392.330  
392.340  
392.270

Missouri Public Service Commission Rules

4 CSR 240-10.020  
4 CSR 240-30.040  
4 CSR 240-3.550 (5)(C)

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Missouri Public Service Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i)(1)

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INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of voice services to Missouri customers by MCC Telephony of Missouri, Inc. (hereinafter referred to as the "Company") between various locations in the State of Missouri. The Company may also offer its services under or otherwise require a service agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

This Tariff is filed subject to certain reservations of rights stated in the transmittal letter that accompanied this Tariff upon filing.

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Issued: May 12, 2005

By: Mr. Calvin Craib, President  
MCC Telephony of Missouri, Inc.  
100 Crystal Run Road  
Middletown, New York 10941

Effective: June 26, 2005

## 1. TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in Section 386.020, RSMo 2000 or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms "hereunder", "herein", "hereto" or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term "affiliate" means any person controlling, controlled by, or under common control with another person and "control", for purposes of this definition, means the power to vote ten percent or more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word "include" and derivations thereof are not to be construed as terms of limitation.

### 1.2 Definitions. Certain terms used throughout this Tariff are defined below.

#### Carrier

"Carrier" means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

#### Commission

"Commission" means the Missouri Public Service Commission.

#### Credit(s)

"Credit(s)" has the meaning set forth in Section 2.22 hereof.

#### Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.22 hereof.



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1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Customer

“Customer” means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

“Holidays” mean all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of Service such that the Service becomes unusable by User.

Local Calling

“Local Calling” means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

Missouri Service Area

The Company’s Missouri Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer. The Company’s Missouri Service Area is described generally in subsequent sections of this tariff.

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

MCC Affiliate

"MCC Affiliate" refers to any one or more of Company's cable affiliates from whom the Company leases capacity and other facilities and services.

Monthly Recurring Charge (MRC)

The monthly charge to the Customer for the Service, facilities and equipment which continue for the agreed upon duration of the service.

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Other Providers

"Other Providers" means any Carriers or other service providers (including Company affiliates) whose services, capacity or facilities are, or may be connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Scheduled Interruption

"Scheduled Interruption" means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Service(s)

“Service(s)” means the Company’s voice communication service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Termination (or to Terminate)

“Termination” (or to “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request or by the Company.

User

“User” means a person who uses Service provided to Customer under this Tariff.

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## 2. RULES AND REGULATIONS

This Tariff addresses the provision of local exchange voice services by the Company. The Services described in Section 3 of this Tariff may be provided to Customers by the Company through the use of its own facilities or those of its affiliates, or through interconnection with, resale of services from, or any other applicable agreement with any Other Provider(s).

### 2.1 Undertaking of the Company

- 2.1.1 Scope of Service. The Company's voice service herein is offered solely within Company's Missouri Service Area and where Company or MCC Affiliate facilities that are capable of digital transmission are available. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other cause beyond the Company's control.
- 2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.
- 2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company or a necessary affiliate to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable deposits, advance payments or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

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2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill or deposit, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) use of Services in excess of the Customer's credit limit (if any).

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, payment of a deposit or advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, Company may refuse service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with MCC or any MCC Affiliate.

2.2.2 Company's services are offered to residential subscribers and certain qualifying business subscribers as permitted by this section and others in this tariff. Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The MCC Voice Service is a single-line service, provided for use primarily for voice communications. The MCC Voice Service may not be used for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (for example, but not limited to, accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services.) The Customer agrees not to resell or redistribute (whether for a fee or otherwise) the MCC Phone Service or any portion thereof. Because such uses

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**2. RULES AND REGULATIONS (cont.)****2.2 Responsibility and Use (cont.)****2.2.2 (cont.)**

place an extraordinary burden on the network, and may impact the quality of service received by other Customers, Company reserves the right to request information or inspection upon suspicion of such uses, and Company may limit or deny service if it reasonably believes Customer is using MCC Voice Service for such commercial purposes. Failure to provide such information or permit inspection may be grounds for Termination or denial of service. Customer is responsible for any misuse, by any person, of Customer's account.

2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.

2.2.4 The Customer has no property right in the telephone number, in any other call number designation, or in any other addressing scheme associated with or used in connection with the Company's Services. The Company may change any such numbers, designation, or addressing scheme that are assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to any restrictions in state or federal law.

2.2.5 The Customer may only use MCC Voice Services at the service address provided to Company. Customer may not move the multimedia terminal adapter to another location or otherwise use or attempt to use service under this Tariff from any other location except as expressly provided by Company.

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2. RULES AND REGULATIONS (cont.)

2.3 Transmission

The Services are suitable for the transmission of voice, other addressing scheme, or other communications only to the limited extent set forth herein.

2.4 Equipment

2.4.1 The Company's Services are designed to be used with certain types of customer premise equipment (CPE), specifically multimedia terminal adapters, which will be available from the Company under separate agreement. Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.

2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations.

2.4.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.4.4 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision

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## 2. RULES AND REGULATIONS (cont.)

### 2.4 Equipment (cont.)

#### 2.4.4 (cont.)

cause damage or loss to Company, Customer will be liable for such damage or loss.

2.4.5 Title to all facilities provided in conjunction with this Tariff remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities.

2.4.6 Proper installation of Services may require Company to access, modify, or disconnect the Network Interface Device (NID) installed by Customer's prior provider on the outside of Customer's building. Should Customer subsequently terminate service with the Company, Customer may incur charges from an Other Provider to reconnect or modify the NID. Company is not liable for any such charges incurred as a result of Company's need to access, modify, or disconnect the NID.

### 2.5 Customer Premises

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to terminate the Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents.

### 2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.



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**2. RULES AND REGULATIONS (cont.)****2.6 Non-Routine Maintenance and Installation (cont.)****2.6.1 Extension of the Company's Facilities**

Company agrees to provide MCC Voice Service as described in Section 3 to all addresses in the service territory as described in subsection 3.2 subject to the density requirements specified in this subsection except as otherwise limited in this Tariff. Whenever Company receives a request for MCC Voice Service from a potential Customer in an unserved area contiguous to Company's or MCC Affiliate's existing distribution facilities where there are at least ten (10) residences or ten (10) separately-owned business properties within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Company or MCC Affiliate's trunk or distribution cable which is to be extended, Company shall extend system to provide service at no additional cost to the Customer other than the applicable installation charge provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

**2.6.2 Customer Charges for Extensions of the Company's Facilities**

If a potential Customer requests MCC Voice Service in a location where it is unavailable, Company, at its option, may provide such service if the Customer agrees to share in the capital cost of such construction. Specifically, Company shall contribute a capital amount equal to the construction cost per mile multiplied by a fraction, the numerator of which equals the actual number of residences or separately owned business properties within 1320 cable-bearing strand feet from the Company or MCC Affiliate's existing trunk or distribution cable, and whose denominator equals ten (10). Customer(s) who requests MCC Voice Service in the area served by the extension shall bear a pro rata portion of the remaining cost to extend. Company may require that payment of Customer's capital contribution be paid in advance. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

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## 2. RULES AND REGULATIONS (cont.)

### 2.7 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base via a website prescribed for scheduled outage messages, in advance, if possible.

### 2.8 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

### 2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation. If a Service Order is cancelled less than one business day prior to scheduled initiation of service, Customer may experience loss of dial tone for which Company is not responsible.

### 2.10 Billing and Payments

2.10.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges for any and all use of or access to Services provided to Users, including any unauthorized, unlawful or fraudulent use or access.

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2. RULES AND REGULATIONS (cont.)

2.10 Billing and Payments (cont.)

- 2.10.2 Except as otherwise provided in this Tariff or by Regulation, all amounts stated on each monthly invoice are due and payable within twenty (20) days from the invoice date.
- 2.10.3 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis or under such other terms as may be agreed to by the Company and the Customer in writing. The MRC is billed in advance and any Nonrecurring charges are billed in arrears.
- 2.10.4 The Company, at its sole option, may Terminate Services without any liability whatsoever in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice with respect to an unpaid bill and twelve (12) business days' with respect to an unpaid deposit, and to any other applicable Commission Regulations. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including reasonable attorney's fees and charges for travel.
- 2.10.5 In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the complaint procedures set forth in this Tariff, shall continue and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission. Any dispute concerning a Customer's bill must be made in writing, in person or by a telephone message to the Company within sixty (60) days of the bill date or any claims regarding such bill will be waived.

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## 2. RULES AND REGULATIONS (cont.)

### 2.11 Late Payment Charge

A charge of five dollars (\$5.00) will be applied to Customer's invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00).

### 2.12 Deposits

2.12.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the financial condition of the Customer is not acceptable to the Company or is not a matter of general knowledge.

No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. Written notice shall be mailed advising the Customer of any new or additional deposit requirement. The Customer shall have no less than twelve (12) days from the date of mailing to comply.

A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.

A Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice as stated in this tariff.

2.12.2 The deposit shall be not more in amount than the maximum charge for two (2) months of MCC Voice Service or the total combined amount of the Customer's prior two monthly bills, whichever is greater.

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2. RULES AND REGULATIONS (cont.)

2.12 Deposits (cont.)

2.12.3 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

2.12.4 Deposits will accrue interest annually at the rate set in accordance with requirements set forth by the rules of the Commission. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the Customer's account, or to the date the Customer's bill becomes permanently delinquent.

2.12.5 The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve (12) consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.13 Return Check Charge

The Customer will be charged up to thirty dollars (\$30.00) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

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## 2. RULES AND REGULATIONS (cont.)

### 2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

### 2.16 Discontinuation and Suspension

2.16.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The final date shall be not less than five (5) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.

2.16.2 Reasons for Refusal or Disconnection of Service. Unless otherwise stated, the Customer will be provided notice of the pending disconnection and the rule violation that necessitates disconnection. The Customer will be provided five (5) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected:

2.16.2.A Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.

2.16.2.B Without notice in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension (cont.)

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.C Without notice in the event of tampering with equipment furnished and owned by the Company.

2.16.2.D Without notice in the event of unauthorized use.

2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Commission, the requirements of municipal ordinances, or law pertaining to the Service.

2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.

2.16.2.H For nonpayment of bill or deposit on any other prior or existing account with MCC or any MCC Affiliate, provided that the Company has made a reasonable attempt to effect collection and:

(1) Has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit (except that disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);

2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension (cont.)

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.H (cont.)

(2) Is prepared to reconnect the same day if disconnection is scheduled for a weekend, holiday, or after 2:00 p.m.

(3) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the complaint procedures in this tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the Service will not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

2.16.3 Medical Emergency. Notwithstanding any other provision of this tariff, the Company will postpone the disconnection of Service to a residential Customer for a reasonable time (not to exceed thirty (30) if the Customer produces verification from a physician, or a public health or social services official, stating that telephone service is essential due to an existing medical emergency of the Customer, a member of the Customer's family, or any permanent resident of the premises where Service is rendered. This written verification must identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five (5) days.

2.16.4 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days prior written notice to the Company.



2. RULES AND REGULATIONS (cont.)

2.17 Complaint Procedures

A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department

Attn: MCC Telephony  
609 South 4<sup>th</sup> Street  
Chillicothe, IL 61523  
(866) 777-1670

If the Customer is not satisfied with the investigation and final resolution by the Company, the Customer should contact the Missouri Public Service Commission for further review at the following address and phone number:

Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101  
573/751-3234

2.18 Limitation of Liability

2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service

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**2. RULES AND REGULATIONS (cont.)****2.18 Limitation of Liability (cont.)****2.18.1 (cont.)**

charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Notice is provided by this tariff that the Service is not provided over an independently powered system; accordingly, service interruption due to loss of electrical power is not a Performance Failure under this subparagraph. Company shall have no liability for loss of use or any other damages caused by a failure of electric power. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.

2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Customer's premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Customers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

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2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.4 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, including any disputes regarding Customer's bills, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.18.5 Customer's sole remedy for Company's failure to install services is to cancel the Services without liability.

2.18.6 Any other provision of this Tariff notwithstanding, in no event will the Company's liability under this Tariff, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars (\$1,000).

2.19 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure including disruption of electrical power which results in an inability to use the Service; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

**THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

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**2. RULES AND REGULATIONS (cont.)****2.20 Indemnification**

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer, shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

**2.21 Unlawful Use of Services**

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.26 foregoing also include Claims arising from or in connection with:

2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;

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2. RULES AND REGULATIONS (cont.)

2.21 Unlawful Use of Services (cont.)

- 2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) from the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;
- 2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;
- 2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and
- 2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

2.22 Credits and Credit Allowances

- 2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the action (or inaction) of any person other than the Company, its employees, subcontractors, or agents, (ii) the negligence or willful misconduct of the User, its employees, subcontractors, or agents; (iii) a malfunction of Customer owned equipment or CPE supplied by any other person other than the Company; (iv) the occurrence of Force Majeure events as set forth in Section 2.25 below; or (v) the inability of the Company to gain access to the Customer's premises. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours.  $(365*24)/12=730$ ). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until

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## 2. RULES AND REGULATIONS (cont.)

### 2.22 Credits and Credit Allowances (cont.)

#### 2.22.1 (cont.)

such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.

2.22.2 In the event of an Interruption caused by any Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) that the Company receives from the Other Provider. Any other provision of this section notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.

2.22.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

#### 2.23 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

#### 2.24 Compliance

The Company and Customer shall (and Customer shall cause any User to) comply with all applicable Regulations.

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### 2.25 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or

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2. RULES AND REGULATIONS (cont.)

2.25 Force Majeure (cont.)

services, acts of third parties unrelated to Company or related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority.

2.26 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.27 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Missouri Public Service Commission, the laws of the State of Missouri, and any applicable federal law.

2.28 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent.

2.29 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.30 Other Documents

References to other documents or instruments (including the Commission's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.



2. RULES AND REGULATIONS (cont.)

2.31 Severability

The provisions in this tariff are severable and in the event any court or regulatory body finds any provision or provisions invalid all other provisions remain in effect.

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### 3. DESCRIPTION OF SERVICES

#### 3.1 Voice Service

Voice service provided by the Company is a single-line service which consists of (i) MCC Voice Service (or "Voice Service"); (ii) Optional Service Features; (iii) Directory Listing Service; and (iv) 911 Service or E911 Service where available and (v) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services. Recurring and Non-Recurring Charges for all services provided by Company are specified in Section 4. Availability of particular services and features, whether part of the bundle or optional or part of a promotion are provided where facilities, equipment, and technology permit.

3.1.1 MCC Voice Service is a bundled product including Local and Long Distance Calling to the United States, Puerto Rico, Canada and the US Virgin Islands, which is an Internet Protocol-enabled voice service that permits Customers to establish communications between two locations. MCC Voice Service is provided in whole or in part over Internet Protocol.

3.1.1.A The MCC Voice Service provides a Customer with a single, voice-grade channel, including a telephone number and a Directory Listing. The Company's Voice Service permits a User to, among other things: (i) place local calls within the Missouri Service Area; (ii) access 911 Service as available within the Customer's Missouri Service Area and as otherwise limited in this Tariff; and (iii) place calls to toll-free (i.e., 800, 888, and other 8YY) numbers and to toll services or caller-paid information services (e.g., 900, 976 numbers). Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

#### 3.1.1.B Bundled Features

MCC Voice Service is a bundled offering that includes non-distance-sensitive calling to the United States, Canada, Puerto Rico and the U.S. Virgin Islands and the following features where technically feasible:

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3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.1 (cont.)

3.1.1.B Bundled Features (cont.)

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach you.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. Your phone displays the name and telephone number of your incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while you are already on the phone.

Cancel Call Waiting (\*70)

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Voice Mail

Voice Mail allows you to receive, store, edit and forward messages.

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3. DESCRIPTION OF SERVICES (cont.)

3.2 Voice Service (cont.)

3.1.1 (cont.)

3.1.1.B Bundled Features (cont.)

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls only when your line is in use to previously established number.

Customer Originated Trace (\*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the telephone company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the customers phone.

These services are not priced or offered separately.  
Additional features may be added as described in 3.1.2.

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3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.2 Optional Features and Services

Optional Features and Services are not included in MCC Voice Service but may be added to the MCC Voice Service by the customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of MCC Voice Service. MCC may deny access to such optional features and services due to past debt or delinquent balances on any Mediacom services.

3.1.2.A Anonymous Call Rejection (\* 77 )

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

3.1.2.B Call Forwarding (\* 72 )

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

3.1.2.C Repeat Dial (\* 66 )

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

3.1.2.D Return Call (\* 69 )

Return Call is a feature that will automatically redial the number of the last person who called your number, whether you were able to answer the phone or not.

3.1.2.E International Calling

International Calling is a service that allows the User to make calls to locations outside the United States, Canada, Puerto Rico and the U.S. Virgin Islands.

3.1.2.F Additional Outlet Installation

Additional Outlet Installation is a service that allows the Customer to have additional telephone outlets installed in their location.

### 3. DESCRIPTION OF SERVICES (cont.)

#### 3.1 Voice Service (cont.)

##### 3.1.2 Optional Features and Service (cont.)

3.1.2.G Operator Services and Directory Assistance  
Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

3.1.2.H Operator Services and Directory Assistance

Operator Services ("OS"): "dial zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call. Additional charges for such collect calling services are set forth in Appendix 2 hereto.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

Directory Assistance ("DA"): operator provided directory assistance look up of a listed phone number.

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3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.2 Optional Features and Service (cont.)

3.1.2.H Operator Services and Directory Assistance (cont.)

Directory Assistance Call Complete ("DACC"): operator provided directory assistance look up and call completion.

The Company will not bill for incomplete calls where answer supervision is available. Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Company's knowledge.

The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the initial contact.

Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

Only tariffed rates approved by this Commission for Company shall appear on any local exchange telephone Company (LEC) billings.

Company shall be listed on the LEC billing if the LEC has multi-Company billing ability.

Company will employ reasonable calling card verification procedures, acceptable to the Telephone Company issuing the calling card.

Company will route all 0 – or 00 – emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.

Upon request, Company will transfer calls to another authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.

Company will refuse operator services to traffic aggregators that block access to other Companies.

Company will assure that traffic aggregators will post and display information including: (1) that Company is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange Companies.

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3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.3 Directory Listing Service

- 3.1.3.A The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.1.3.B The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.1.3.C The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.
- 3.1.3.D In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.
- 3.1.3.E Nonlisted Service  
At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.



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3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.3 Directory Listing Service (cont.)

3.1.3.F Non-Published Service

At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public.

Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.

3.1.4 911 Emergency Service ("911 Service")

3.1.4.A 911 Service permits Users of MCC Voice Services to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1 from the premises address described in Section 3.1.4.C. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.

3.1.4.B The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service. MCC Voice Service, including 911 Service, may not be available in the event of a power outage at the Customer's location or within the Company's system. Company is not liable for the inability of any User to use 911 Service due to power outage, events covered under the limitation on liability provisions of Section 2.18, and/or the Force Majeure provisions in Section 2.25, as they apply to 911 Service failure.

3.1.4.C In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier(ALI), and Automatic Number Identifier(ANI)), including the Customer's name, address and

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3. DESCRIPTION OF SERVICES (cont.)

3.1 Voice Service (cont.)

3.1.4 911 Emergency Service ("911 Service") (cont.)

3.1.4.C (cont.)

telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, nor any responsibility for monitoring any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.

3.1.4.D By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

3.1.4.E MCC provides the appropriate entities with the Customer's 911 Service record based on the service address of record for MCC Voice Service. When the Customer dials 9-1-1, the cable Internet access device at the Customer's premises sends a unique Internet Protocol address, which then is matched to the Customer's service address. By using MCC Voice Service, the Customer agrees that Customer will not use the service, through any means, at a location

### 3. DESCRIPTION OF SERVICES (cont.)

#### 3.1 Voice Service (cont.)

##### 3.1.4 911 Emergency Service ("911 Service") (cont.)

###### 3.1.4.E (cont.)

other than the service address. Use at a location other than the service address is not supported by the Company, is not an acceptable use and may result in inaccurate 911 Service information being provided to a PSAP. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

#### 3.2 Limitations on Service

MCC Voice Service shall be provided in those locations consistent with the Company's Certificate granted by the Missouri Public Service Commission and as further represented in the Missouri Service Area as described in this Tariff except as further limited by this or any other paragraph within this Tariff. Within such territory, Company will provide services to those locations adjacent to pre-existing distribution plant of Company or an MCC affiliate or within reasonable distance thereof subject to the Extension Policy in section 2.6.1 and 2.6.2 of this Tariff and the legal authority of Company and any necessary affiliates to provide service and establish facilities. To obtain MCC Voice Service, a customer must have a suitable multimedia terminal adapter, which will be provided by Company by separate agreement. Company does not warrant that service will work with Customer-provided equipment. Further, Company does not guarantee or support the use of or compatibility of MCC Voice Service in conjunction with the use of any data over voice line application (e.g., generic dial-up services, AOL, TiVo, facsimile transmission, home security system). Customer may use MCC Voice Service only at the location provided as the service address. Customer is advised that MCC Voice Service is not provided over a powered network and Services may therefore not be available in the event that electric power to Customer's location is interrupted or unavailable. Company is not liable for damages or losses caused by a Customer's or User's inability to use Company's service, including 911 service, during an interruption of electric power to Customer's location or any portion of Company's network or the network of any other provider

3. DESCRIPTION OF SERVICES (cont.)

3.2 Limitations on Service (cont.)

necessary to complete Customer's calls. The limitations in this paragraph are not exclusive and are in addition to or in summary of, but not in lieu of, any other limitations elsewhere in this Tariff.

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#### 4. RATES

##### 4.1 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

MCC will provide tariff notification to the Commission no less than seven days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. MCC will offer all promotions in a non-discriminatory manner.

##### 4.1.1 Introductory Package

From the introduction of MCC Voice Service through June 30, 2005, subscribers will receive in addition to the bundled features the following additional service features at no charge:

- Anonymous Call Rejection ( \*77 )
- Call Forwarding ( \* 72 )
- Calling Identify Per Call Blocking ( \* 67 )
- Repeat Dial ( \* 66 )
- Return Call ( \* 69 )
- Billed Number Screening ( 3<sup>rd</sup> party/collect block)

##### 4.2 Miscellaneous Rates and 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 or allowed 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 Fund (USF), E911 surcharges, number portability surcharges and any applicable and authorized Subscriber Line Charges (SLC).

4. RATES (cont.)4.3 Standard Voice Service Rates4.3.1 MCC Voice Service Monthly Charges

Customers who previously subscribe to or contemporaneously order  
Family Cable/Expanded Basic Cable Mediacom Cable Service  
and Mediacom OnLine High Speed Internet Service \$29.95

Customers who previously subscribe to or contemporaneously order  
Family Cable/Expanded Basic Cable digital Mediacom Cable Service  
or Mediacom OnLine High Speed Internet Service \$39.95

Customers ordering only MCC Voice Service \$49.95

4.3.2 Non-Recurring Charges

These charges may be waived if the Customer has previously paid  
such charge in relation to any other Mediacom service, or orders such  
service with MCC Voice Service

Customer Installation Charge \$ 39.95  
Processing/Application Fee \$ 15.00

## Directory Listing:

(A) Non-Listed Telephone Number Service \$ 15.00  
(B) Non-Published Telephone Number Service \$ 15.00

## Premises Work Charge:

(A) Fixed Fee Installation  
a. Initial Jack \$ 75.00  
b. Additional Jack \$ 49.00  
(B) Installation Service Visit to Residence  
a. First hour (minimum) \$110.00  
b. Each additional ½ hour \$ 46.00  
(C) Out of Hours Service Request  
a. First Hour (minimum) \$190.00  
b. Each additional ½ hour \$ 80.00

4. RATES (cont.)4.3 Standard Voice Service Rates (cont.)

## 4.3.2 Non-Recurring Charges (cont.)

(D) Repair Service Visit to Residence	
a. First ½ hour (minimum)	\$ 91.00
b. Each additional ½ hour	\$ 46.00

Change of Telephone Number	\$ 15.00
Change of Directory Listing	\$ 10.00
Change of Inter Exchange Carrier (IXC) PIC	\$ 5.00
Change of Regional Toll Carrier PIC	\$ 5.00
Temporary Suspension – Customer Request	\$ 26.00
Transfer Fee	\$ 20.00
Restore Fee	\$ 20.00
Return Check Fee	up to \$ 30.00
Late Fee	up to \$ 5.00

## Other Non Recurring Charges:

## Custom Intercept Services:

(A) Direct Cut through	\$ 9.00
(B) Cut through with referral	\$ 9.50

## 4.3.3 Monthly Recurring Charges

Directory Listing	
(A) Non-Listed Telephone Number Service	\$ 2.95
(B) Non-Published Telephone Number Service	\$ 4.50
Anonymous Call Rejection (* 77)	\$ 1.95
Call Forwarding (* 72)	\$ 1.95
Calling Identity Per Call Blocking (* 67)	\$ 1.95
Repeat Dial (* 66)	\$ 1.95
Return Call (* 69)	\$ 1.95
All * Features listed above	\$ 7.95

4. RATES (cont.)4.3 Standard Voice Service Rates (cont.)4.3.3 Monthly Recurring Charges (cont.)

Inside Wire Maintenance - (1)	\$ 3.95
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(1) Monthly Inside Wire Maintenance Fee provides outage protection for both Video Coaxial cable and Telephony Twisted Pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

4.3.4 Per Use Non Recurring Charges

Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

Operator Services:

All Operator handled calls incur an Operator Surcharge of \$1.15 in addition to the surcharges listed below:

(A)	Dialed Sent Paid - Local	\$ 1.55
(B)	Dialed Collect - Local	\$ 1.65
(C)	Dialed 3 <sup>rd</sup> Party Billed - Local	\$ 1.65
(D)	Customer Dialed Person to Person - Local	\$ 3.50
(E)	Operator Dialed Person to Person - Local	\$ 4.00
(F)	Dialed State to Station - Local	\$ 1.65
(G)	Dialed Calling Card - Local	\$ 1.50
(H)	Dialed Sent Paid - Long Distance	\$ 5.40
(I)	Dialed Collect - Long Distance	\$ 5.40
(J)	Dialed 3 <sup>rd</sup> Party Billed - Long Distance	\$ 5.40
(K)	Dialed Person to Person - Long Distance	\$ 9.75
(L)	Dialed Station to Station - Long Distance	\$ 5.40
(M)	Dialed Calling Card - Long Distance	\$ 5.40



4. RATES (cont.)4.3 Standard Voice Service Rates (cont.)

## 4.3.4 Per Use Non Recurring Charges (cont.)

Directory Assistance (DA):		
(A)	Customer Dialed DA	\$ 1.00
(B)	Operator Dialed DA	\$ 2.50
(C)	DA Call Completion – Additional Charge	\$ 1.00
	Busy Line Verify	\$ 6.50
	Busy Line Verify and Interrupt	\$ 12.75

4.4 Bundling with Services Other than Voice Services

Company may bundle MCC Voice Service with video or information services not regulated by the Commission at a discounted rate not less in the aggregate than the rate for MCC Voice Service in this Tariff, except as provided in section 4.1, Promotions. In bundling such other services with a Voice Service, neither Company nor MCC Affiliates waive into state regulation of the rates, terms, conditions or any other aspect of such services.

4.5 Domestic Directory Assistance

Access to directory assistance may be obtained by dialing 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number. User will not be charged for Directory Assistance calls made during the first 12 months this Tariff is in effect. After the initial 12 months, User will be provided two (2) Directory Assistance calls each month at no charge. Additionally, Users who cannot use a printed telephone directory due to a visual, physical or mental disability will not be charged for Directory Assistance calls made from their service address. Customers who cannot use a printed directory must provide written verification sent to "Attn: Directory Assistance Disability," at the address in section 2.17, above.

4. RATES (cont.)

4.7 Employee Rates

Company may offer special rate packages to its employees or employees of its Affiliates that are not available to the general public.

4.8 International Rates

Company will publish its international rates by country and call type on its website.

**SERVICE AREA**

## Exchanges served by Southwestern Bell

Adrian	Climax Springs	Harvester	Maxville
Advance	Creve Couer+	Hayti	Mehlville+
Agency	De Kalb	Herculaneum-	Meta
Altenburg-Frohna	De Soto	Pevely	Mexico
Antonia	Deering	Higbee	Moberly
Archie	Delta	High Ridge	Monett
Argyle	Dexter	Hillsboro	Montgomery City
Armstrong	Downing	Holcomb	Morehouse
Ash Grove	E. Independence*	Homersville	Nashua*
Beaufort	East Prairie	Imperial	Neosho
Bell City	Edina	Independence*	Nevada
Belton*	Eldon	Jackson	New Franklin
Benton	Elsberry	Jasper	New Madrid
Billings	Essex	Joplin	Nixa
Bismarck	Eureka	Kansas City	Oak Ridge
Bloomfield	Excelsior Springs	Kennett	Oakville+
Bloomsdale	Fair Grove	Kirksville	Old Appleton
Blue Springs*	Farley	Kirkwood+	Oran
Bonne Terre	Farmington	Knob Noster	Osage Beach
Boonville	Fayette	La Monte	Overland+
Bowling Green	Fenton	Ladue+	Pacific
Bridgeton+	Ferguson+	Lake Ozark	Parkville*
Brookfield	Festus-	Lamar	Patton
Camdenton	Crystal City	Lancaster	Paynesville
Campbell	Fisk	Leadwood	Perryville
Cape Girardeau	Flat River	Lees Summit*	Pierce City
Cardwell	Florissant+	Liberty*	Pocahontas-
Carl Junction	Frankford	Lilbourne	New Wells
Carrollton	Fredericktown	Linn	Pond
Carthage	Freeburg	Lockwood	Poplar Bluff
Caruthersville	Fulton	Louisiana	Portage de Sioux
Cedar Hill	Gideon	Macks Creek	Portageville
Center	Gladstone*	Malden	Puxico
Chaffee	Glasgow	Manchester	Quilin
Charleston	Grain Valley	Marble Hill	Raytown*
Chesterfield	Gravois Mills	Marceline	Republic
Chillicothe	Gray Summit	Marionville	Richmond
Clarksville	Greenwood	Marshall	Richwoods
Clever	Hannibal	Marston	Risco

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Riverview+	Southville	Ste. Genevieve	Walnut Grove
Rogersville	South Kansas	Stanberry	Wardell
Rushville	City*	Strafford	Ware
San Antonio	Spanish Lake+	Tiffany Springs*	Washington
Sappington+	Springfield	Trenton	Webb City
Scott City	St. Charles	Tuscumbia	Webster Groves+
Sedalia	St. Clair	Union	Wellsville
Senath	St. Joseph	Valley Park	Westphalia
Sikeston	St. Louis	Versailles	Willard
Slater	St. Marys	Vienna	Wyatt

\*is technically labeled as a "zone" within the Kansas City Metropolitan Exchange.

+is technically labeled as a "zone" within the St. Louis Metropolitan Exchange

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Exchanges served by Sprint

Appleton City	Kearney	Tarkio
Blackburn	King City	Tipton
Blairstown	Kingsville	Urich
Brazito	Lake Lotawana	Warrensburg
Buckner	Lebanon	Warsaw
Butler	Leeton	Waverly
Calhoun	Lexington	Waynesville
California	Lincoln	Wellington
Camden Point	Lone Jack	Weston
Centertown	Malta Bend	Windsor
Centerview	Maryville	
Chilhowee	Missouri City	
Clarksburg	Montrose	
Clinton	Mound City	
Coal	New Bloomfield	
Cole Camp	Newburg	
Craig	Norborne	
Dearborn	Oak Grove	
Deepwater	Odessa	
Edgerton	Orrick	
Eugene	Oterville	
Fairfax	Pickering	
Ferrelview	Platte City	
Fort Leonard	Pleasant Hill	
Wood	Richland	
Green Ridge	Rolla	
Hardin	Russellville	
Harrisonville	Salem	
Henrietta	Smithton	
Holden	St. Robert	
Holt	St. Thomas	
Hopkins	Strasburg	
Houstonia	Sweet Springs	
Ionia	Syracuse	
Jefferson City	Taos	

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Exchanges served by Spectra

Amazonia	Ewing	Montauk Park	(includes
Annapolis	Fillmore	Monticello	customers in
Arcola	Fremont	Mt. Vernon	base rate area
Aurora	Golden City	Mtn. Grove	Alexandria)
Avenue City	Gorin	Nebo	Weaubleau
Avilla	Gower	Norwood	West Quincy
Belgrade	Greenfield	Oates	Whitesville
Belleview	Grovespring	Osborn	Winona
Birch Tree	Hamilton	Osceola	
Bolckow	Hartville	Palmyra	
Boss	Helena	Paris	
Braymer	Houston	Perry	
Bronaugh-	Humansville	Plattsburg	
Moundville	Hunnewell	Potosi	
Brunswick	Irondale	Raymondville	
(Triplett)	Ironton	Revere	
Bunker	Jerico Springs	Roby	
Caledonia	Kahoka	Rockville	
Cameron	Keytesville	Rosendale	
Canton	Kidder	Santa Fe	
Centerville	Kingston	Sarcoxi	
Clarence	LaBelle	Savannah	
Clarksdale	Laddonia	Schell City	
Collins	LaGrange	Shelbina	
Concordia	La Plata	Shelbyville	
Cosby	Lawson	Sheldon	
Dadeville	Lesterville	Stewartsville	
Dalton	Lewistown	Stoutsville	
Easton	Licking	Timber	
Edgar Springs	Lowry City	Trimble	
Eldorado Springs	Macon	Turney	
Ellsinore	Manes	Van Buren	
Elmer	Maysville	Vanzant	
Eminence	Milo	Walker	
Everton	Monroe City	Wayland	

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Exchanges served by CenturyTel

Alton	Galena	St. James
Ashland	Hallsville	St. Peters
Augusta	Hawk Point	Safe
Ava	Hermann	Seymour
Belle	Hermitage	Shell Knob
Bland	High Hill	Sparta
Blue Eye	Highlandville	Sturgeon
Bourbon	Holstein	Summersville
Bradleyville	Hurley	Thayer
Branson	Jamestown	Theodosia
Branson West	Jenkins	Thomasville
Buffalo	Jonesburg	Troy
Cabool	Kimberling City	Truxton
Cape Fair	Koshkonong	Urbana
Cassville	Leasburg	Vichy
Caulfield	Louisburg	Warrenton
Cedar Creek	Mano	Washburn
Centralia	Mansfield	Wasola
Chamois	Marshfield	Wentzville
Clark	Marthasville	West Plains
Columbia	Morrison	Wheatland
Conway	Moscow Mills	Willow Springs
Crane	Mount Sterling	Winfield
Cross Timbers	Mtn. View	Wooldridge
Cuba	New Melle	Wright City
Dardenne/Lake St.	Niangua	
Louis	O'Fallon	
Defiance	Old Monroe	
Dora	Ozark	
Elkland	Pittsburg	
Exeter	Prairie Home	
Foley	Preston	
Fordland	Protem	
Foristell	Reeds Spring	
Forsyth	Rocheport	
Gainesville	Rockaway Beach	

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