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June 2, 2000

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

FILED²

JUN 2 2000

Missouri Public
Service Commission

Re: OnSite Access Local, LLC
Case No. TA-2000-692

Dear Judge Roberts:


Enclosed please find the original and five copies of a set of tariffs for filing in the referenced matter. These sheets are complete substitutes for the originals filed on April 27, 2000.

Please contact me if you have any questions.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:


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MWC:ab

cc: Sara Buyak
General Counsel's Office
Tony S. Lee

200000980

TITLE SHEET

INTRASTATE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES

This tariff applies to the resold and facilities-based intrastate interexchange telecommunications services furnished by Onsite Access Local, LLC ("OSA" or "the Company") between one or more points in the State of Missouri. This tariff is on file with the Public Services Commission of Missouri, and copies may be inspected, during normal business hours, at the Company's principal place of business, 1372 Broadway, New York, New York 10018. The services offered pursuant to this tariff are limited to business subscribers. This tariff complies with Missouri Public Service Commission rules and Missouri statutes applicable to the Company.

ONSITE ACCESS LOCAL, LLC IS A
COMPETITIVE TELECOMMUNICATIONS COMPANY
UNDER THE REVISED STATUTES OF MISSOURI

Issued: April 27, 2000

Effective: June 11, 2000

Issued by: Brian M. Benz, Senior Vice President, Finance
OnSite Access Local, LLC
1372 Broadway
New York, NY 10018

LIST OF WAIVERS

Onsite Access Local, LCC is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

Statutes

Section 392.210.2	- Uniform system of accounts used for annual reports
Section 392.240 (1)	- Ratemaking
Section 392.270	- Property valuation (ratemaking)
Section 392.280	- Depreciation accounts
Section 392.290	- Issuance of securities
Section 392.300.2	- Acquisition of stock
Section 392.310	- Stock and debt issuance
Section 392.320	- Stock dividend payments
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization(s)

Commission Rules

4 CSR 240-10.020	- Income on Depreciation Fund Investments
4 CSR 240-30.010(2)(C)	- Posting of exchange rates at central operating offices
4 CSR 240-30.040	- Uniform System of Accounts
4 CSR 240-33.030	- Informing Customers of Lowest Priced Services
4 CSR 240-35	- Reporting of Bypass and Customer-Specific Arrangements

Issued: April 27, 2000

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SYMBOLS

The following symbols are used for the purposes indicated below:

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

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable the Company to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of the Company and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card - A postpaid or prepaid calling card issued by the Company which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to the Company-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to the Company-issued prepaid Calling Card will be charged against the debit account.

The Company - Refers to Onsite Access Local, LLC ("OSA").

Commission - Refers to the Missouri Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Subscriber - The person or legal entity which enters into arrangements for the Company's telecommunications services and is responsible for payment of the Company's services.

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

Term - The time frame by which the Subscriber agrees to be served by the Company.

User - The person(s) utilizing the Company's services.

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SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications between points within the State of Missouri. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.
- 2.1.3 The Subscriber is entitled to limit the use of the Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of the Company.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Subscriber not contemplated in this tariff as approved by the Public Service Commission of Missouri. The terms of each contract shall be mutually agreed upon between the Subscriber and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Subscribers for a fixed period of time following the initial offering for the first contract Subscriber as specific in each individual contract.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 The Company's services may be denied for any use by Subscriber which is illegal, or poses an undue risk or liability to the Company, or is obtained through fraud or willful misrepresentation.

2.3 Liability of the Company

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Subscriber for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Subscriber for interruptions in service as set forth in Section 2.5, the Company shall not be liable to a Subscriber or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Subscriber shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (cont'd)

2.3.4 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Subscriber; (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (3) common carrier or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotion; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Subscriber or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of the Company-provided facilities or services; or by means of the combination of the Company-provided facilities or services with Subscriber-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Subscriber obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Subscriber, in which event the Company's liability is limited as set forth in subsection 2.3.1 of this section.
- G. Defacement of or damage to Subscriber premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (cont'd)

- 2.3.4 H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Subscriber, or the construction, installation, maintenance, presence, use or removal of the Subscriber's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of the Company's employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- J. Any representations made by the Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5 The Company shall be indemnified, defended and held harmless by the Subscriber or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Subscriber or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Subscriber or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any the Company or Subscriber equipment or facilities or service provided by the Company.
- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations Provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Subscriber from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Subscriber or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Subscriber or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (cont'd)

- 2.3.7 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Subscriber, even if the Company has acted as the Subscriber's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 2.3.8 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- 2.4.3 If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to the Company and the Subscriber when required by the Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (cont'd)

- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Subscribers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, The Company may, upon written notice, terminate the Subscriber's service.
- 2.4.6 The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of all charges for service provided under this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in Section 2.3 above, arising in connection with the provision of service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Subscriber of any suit or claim against the Company of which it is aware.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.1 General

- A. A service is interrupted when it becomes unusable to the Subscriber, e.g., the Subscriber is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Subscriber reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Subscriber reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Subscriber or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Subscriber continues to use the service on an impaired basis; during any period when the Subscriber has released service to the Company for maintenance purposes or for implementation of a Subscriber order for a change in service arrangements;
- G. that occurs or continues due to the Subscriber's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (cont'd)

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.6 Discontinuance of Service

2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Subscriber or to a particular Subscriber location, or may withhold the provision of ordered or contracted services after five (5) days prior written notice:

- A. For nonpayment of an undisputed delinquent charge;
- B. Failure to post a required deposit or guarantee;
- C. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- D. Failure to substantially comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection. Maintenance or replacement of telephone utility equipment;
- F. Material misrepresentation of identity in obtaining telephone utility service; and
- G. As provided by state or federal law.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service (cont'd)

- 2.6.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 2.6.3 At least twenty-four (24) hours preceding discontinuance, the Company shall make reasonable efforts to contact the Subscriber to advise them of the proposed discontinuance and what steps must be taken to void it.
- 2.6.4 [Reserved]
- 2.6.5 Notwithstanding any other provisions of this section, service to a Subscriber may be discontinued at any time after written notice has been sent, certified mail, to such Subscriber at his/her last known address and the address where the service to be discontinued is provided if such Subscriber:
 - 2.6.5.1 incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
 - 2.6.5.2 damages or evidences an intent to damage telephone utility equipment.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by the Company or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.7.2 The Company will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.7.3 The Company may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

2.8 Validation of Credit

The Company reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless an objection is received by the Company within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and the Company for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

- 2.9.1 First, the Subscriber may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Subscriber may file an appropriate complaint with the Public Service Commission of Missouri. The Commission's address is:

Missouri Public Service Commission
301 W. High Street
Harry Truman State Office Bldg.
Floor 5A N
P.O. Box 360
Jefferson City, MO 65102
Telephone: (573) 751-3234

2.10 Billing Entity Conditions

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.11 Deposits

- 2.11.1 To safeguard its interests, before a service or facility is furnished, the Company may require a Subscriber, whose financial responsibility is not established to the satisfaction of the Company, or who is a bad credit risk or non credit rated to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Subscriber of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount of two (2) months estimated charges.
- 2.11.2 A deposit may be required in addition to an advance payment.
- 2.11.3 When a service is discontinued, the amount of a deposit, if any, with accrued interest, shall be returned to the Subscriber within twenty-one (21) days of the rendition of a final bill.
- 2.11.4 The Company may require a deposit from an existing Subscriber if the Subscriber is delinquent in payment, or if the Subscriber's service has been suspended or terminated for non-payment once within the preceding 6-month period. "Delinquent in payment" means that a Subscriber has received two consecutive telephone bills without making payment of one-half of the total of the two bills prior to the due date of the second bill. The Company will provide a Subscriber with written notice before it assesses a deposit, and state that the failure to make timely payment will permit the Company to require a deposit. A Subscriber is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.
- 2.11.5 Subscribers who have a recent payment history with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A Subscriber who still owes money to the Company for service on a prior account in his or her name shall be offered a deferred payment plan not to exceed three months provided that the Subscriber had service for three months and was not terminated for nonpayment during that period.
- 2.11.6 Deposits held will accrue interest at a rate of 9 % annually. The Company is not required to pay interest on a deposit held less than 180 days and shall not be required to pay interest on a deposit after termination or discontinuance of service, if the Company has made a reasonable effort to refund the deposit.
- 2.11.7 New deposits from Subscribers are reviewed after the first three monthly bills have been rendered; if too much has been taken the excess is returned. The entire deposit is returned to Subscribers after three years, unless the Subscriber is delinquent in payment, in which case the Company continues to hold it. Then if the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Subscriber.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.12 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the Subscriber on the monthly billing statement. The Subscriber is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Subscribers receiving service within the boundaries of that subdivision.

2.13 [reserved]

2.14 Promotions

The Company may from time to time offer promotional services, and will do so in accordance with the Commission's regulations, including securing the Commission's approval prior to implementation of any such promotions.

Issued: April 27, 2000

Effective: June 11, 2000

Issued by: Brian M. Benz, Senior Vice President, Finance
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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

The Company provides resold and facilities-based interexchange telecommunications services, including direct-dialed message telecommunications services, and 800/888/877 service. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local times.
- 3.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

Issued: April 27, 2000

Effective: June 11, 2000

Issued by: Brian M. Benz, Senior Vice President, Finance
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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)3.2 Charges Based on Duration of Use

3.2.8 Each call is rated and billed in whole cents according to the following conventions:

- A. Commercial: For services offered by the Company, any rated call with a fraction of a cent less than \$0.004, will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater, will be rounded up to the nearest whole cent.
- B. Exceptions: Special rounding arrangements may be made through contractual arrangements.

3.3 Product Descriptions3.3.1 Commercial Switched Outbound (1+)

Switched outbound services provide direct dialed (1+) long distance services to small to medium commercial Subscribers. Access to the network is available through presubscription (or 1+ access) and dial-up arrangements. The Minimum Service Period for One Plus Services is one month.

3.3.2 Commercial Switched Toll Free Service

Commercial Switched Toll Free Service permits Subscribers to receive calls from diverse locations. Under this arrangement, the Subscriber is billed for the charges, not the initiator of the call. Calls terminate to the Subscriber via switched access lines. All costs for interconnection shall be borne by the Subscriber. Prior to the installation of service, Subscribers may be required to submit estimates of call volume and traffic patterns to minimize instances of networking blocking. A minimum monthly usage charge may also applicable.

3.3.3 Commercial Dedicated Outbound (1+)

Dedicated Outbound Services are dedicated service arrangements designed to accommodate the needs of medium to large size businesses. Under this arrangement, Subscribers access the Company's network via dedicated access facilities between the Subscriber's premises and the Company's point of presence. The Minimum Service Period for Service is one year, unless otherwise agreed upon by the Company. All charges for local interconnection facilities are equivalent to those assessed by the local access provider who furnishes the access facilities to the Subscriber. Payment for such charges shall be the responsibility of the Subscriber. When OSA orders the facility on behalf of the Subscriber, OSA will pass through the local access provider's charges on the OSA invoice to the Subscriber.

Issued: April 27, 2000

Effective: June 11, 2000

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Product Descriptions (cont'd)

3.3.4 Commercial Dedicated Toll Free

Commercial Dedicated Toll Free Service permits Subscribers to receive calls from diverse locations. Under this arrangement, the Subscriber is billed for the charges, not the initiator of the call. Subscribers access the Company's network via dedicated access facilities between the Subscriber's premises and the Company's point of presence. The Minimum Service Period for Service is one year, unless otherwise agreed upon by the Company. All charges for local interconnection facilities are equivalent to those assessed by the local access provider who furnishes the access facilities to the Subscriber. Payment for such charges shall be the responsibility of the Subscriber. When OSA orders the facility on behalf of the Subscriber, OSA will pass through the local access provider's charges on the OSA invoice to the Subscriber.

All costs for interconnection shall be borne by the Subscriber. Prior to the installation of service, Subscribers may be required to submit estimates of call volume and traffic patterns to minimize instances of networking blocking. A minimum monthly usage charge may also be applicable.

3.3.5 Travel Card Services

Travel Services are services available to all Subscribers and authorized users for use at locations other than the Subscriber's premises. Access to the network is available through 1-800 or other toll-free access arrangements; the caller will then be prompted to dial the telephone number associated with the called station and an authorization code in order to complete the call.

3.3.6 Directory Assistance

Subscribers may request directory assistance from the Company.

3.3.7 Regional Calling Service

Regional Calling Service provides a Subscriber with the ability to originate calls from any access line to all other stations on the public switched telephone network bearing the designation of central office exchanges, areas, and zones included in the caller's regional calling area.

The Regional Calling Plan is available in all LATAs within the state. Per minute charges apply for each call. Timing is in six (6) second increments, with a minimum charge of eighteen (18) seconds per call.

3.3.8 Operator Services

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 time of the initial contact.

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

Issued: April 27, 2000

Effective: June 11, 2000

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Product Descriptions (cont'd)

3.3.8 Operator Services (cont'd)

Only tariffed rates approved by the Missouri Public Service Commission for the Company shall appear on any local exchange telephone company (LEC) billings.

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

The Company will employ reasonable calling card verification procedures, acceptable to the telephone company issuing the calling card.

The 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, the Company will transfer calls to other authorized interexchange companies or to the LEC, if billing can list the caller's actual origination point.

The Company will refuse operator services to traffic aggregators which block access to other companies.

The Company will assure that traffic aggregators will post and display information including: (1) the 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.

Issued: April 27, 2000

Effective: June 11, 2000

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SECTION 4 - RATE SCHEDULE

Unless otherwise specified, the following rates are per minute of use as timed by the Company in seconds. On-Net Access Rates are for Subscribers in an Onsite Access facility buildings or premises connected to the Onsite Access network. Off-Net 1+ Rates are for Subscribers in buildings or premises not connected to the OSA network. Off-Net Dedicated Rates are for Subscribers in buildings or premises not connected to the Onsite Access local network but directly access long distance service via a DS1 or DS3.

4.1	<u>Commercial Switched Outbound (1+)</u>	<u>On-Net</u>	<u>Off-Net 1+</u>
	Billing Minimum: Six Seconds		
	Billing Increments: Six Seconds		
	Rate: \$	\$0.0984	\$0.2300
4.2	<u>Commercial Switched Inbound</u>	<u>On-Net</u>	<u>Off-Net 1+</u>
	Billing Minimum: Thirty Seconds		
	Billing Increments: Six Seconds		
	Rate: \$	\$0.0984	\$0.2300
4.3	<u>Commercial Dedicated Outbound</u>	<u>Off-Net</u>	
	Billing Minimum: Six Seconds		
	Billing Increments: Six Seconds		
	Rate: \$	\$0.0984	
4.4	<u>Commercial Dedicated 800/888/877 Inbound</u>	<u>Off-Net</u>	
	Billing Minimum: Thirty Seconds		
	Billing Increments: Six Seconds		
	Rate: \$	\$0.0984	

Issued: April 27, 2000

Effective: June 11, 2000

Issued by: Brian M. Benz, Senior Vice President, Finance
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SECTION 4 - RATE SCHEDULE (Cont'd)4.5 800/888/877 Travel Card ServiceCommercial Billing

Billing Minimum: Thirty Seconds

Billing Increment: Six Seconds

Rate: \$0.3170

Surcharge: \$0.25

4.6 Directory Assistance

Rate: \$0.95 per request

4.7 Operator Assisted Local and Intralata Calls

Calls are classified as Operator Assisted when the call is handled in such a manner that operator assistance in completion of the call is necessary. Operator Assisted Call Service includes Usage, Operator Surcharges and Busy Line Verification and Interrupt Services.

4.8 Operator Assisted Call Usage

All usage associated with Operator Assisted calls will be charged Regional Rates as stated in 4.12.

4.9 Busy Line Verification and Interrupt Services

Where a caller requests a Company operator to verify that a line is busy or interrupt a conversation that is in progress, appropriate rates are applicable.

4.10 Presubscribed Interexchange Carrier Charge ("PICC")

Presubscribed Interexchange Carrier Charges are neither contributory to nor eligible to receive discounts nor are they eligible to contribute to meeting minimum monthly usage requirements. This charge applies on a monthly basis to all Subscriber monthly bills. The application of this charge is subject to billing availability. Only one PICC will be applied per line.

4.10.1 Business Subscribers

- A. Single Line --A PICC of \$0.53 applies to each line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Subscriber has only one line.
- B. Centrex Lines --A PICC of \$0.31 applies to each Centrex line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Subscriber accesses the Company via a Local Exchange Carrier-provided Centrex line.
- C. All Other Lines --A PICC of \$2.75 applies to each line presubscribed to the Company as the primary interexchange carrier for all other Subscribers of the Company's business services.

Issued: April 27, 2000

Effective: June 11, 2000

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SECTION 4 - RATE SCHEDULE (Cont'd)4.11 Public Pay Telephone Surcharge

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

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

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

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

Per Call Charge: \$0.24

4.12 Regional Calling Service

Rates set forth in this section apply to all direct-dialed regional calls. For operator-assisted regional calls, the operator charges listed in Section 4.8 apply in addition to the charges listed below.

Rate: \$0.3170

Issued: April 27, 2000

Effective: June 11, 2000

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