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December 22, 2000

Dale Hardy Roberts
Executive Secretary
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360

FILED³

DEC 22 2000

TA 2001-348

Missouri Public
Service Commission

**Re: Missouri Network Alliance, L.L.C.
-Revised Tariff Filing**

Dear Mr. Roberts:


At the request of Staff, enclosed for substitution regarding the above referenced tariff filing, please find three copies of the following revised tariff sheet:

PSC Mo. No. 1, Original Sheet No. 14
PSC Mo. No. 1, Original Sheet No. 15
PSC Mo. No. 1, Original Sheet No. 16
PSC Mo. No. 1, Original Sheet No. 17
PSC Mo. No. 1, Original Sheet No. 18

If you have any questions regarding this filing, please contact me at (573) 635-7166. Thank you for your attention to this matter.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By: 
Sondra B. Morgan

SBM/lar

Enclosures

cc: Office of Public Counsel
Max Huffman

200100619

6. OBLIGATIONS OF THE COMPANY (Cont'd)

D. Provision of Facilities

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

7. SERVICE PERIOD

The period for which service will be provided by the company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

8. PRIVATE LINE AND INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for a special service arrangement not currently offered by the Company. Private line services will be made available to customers in a non-discriminatory manner. Rates for interexchange and local exchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services. An ICB arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

6

9. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in that particular instance.

A. Survey and Design

Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges thereof. Failure to agree on the performance of such studies, the acceptability thereof, or the charges thereof, shall constitute grounds for denial of the requested service by the Company.

B. Charges for Special Construction

All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the customer, regardless of the projected charges for the provision of service by the Company.

10. SERVICE OFFERINGS

A. DSL Service

xDSL services are non-switched, local exchange technologies that allow multiple forms of data and video to be carried over standard twisted pair copper, or UNEs, on the local loop between the central office and consumer site. Services offered by Company do not include access to/from the Public Switched Network. Company provides data connections only and does not assign or otherwise route traffic by the use of telephone numbers, i.e. NPA-NXX-XXXX. xDSL Service will be provided on an ICB as set out in this tariff. In the event Company begins to provide service to/from the Public Switched Network,

10. SERVICE OFFERINGS (Cont'd)

A. DSL Service

Company will file tariffs reflecting the rates, terms, and conditions for such services.

11. SPECIAL CHARGES

A. Out-of-Normal Work hours:

The charges specified in this Section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests that labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

B. Maintenance and Service Charge:

The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment of facilities is attributable to the Customer or User or their agents. Said costs shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

12. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the company by a Customer; or
2. A breach of any customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

B. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

C. Cancellation of Application for Service:

Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

13. SERVICE INTERRUPTIONS

A. General:

The Company agrees to use its best efforts to assure continuous full time operations of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

B. Service Restoration:

The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.

C. Liability:

The Company shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption.

D. Credits:

The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.