

**FISCHER & DORITY**  
PROFESSIONAL CORPORATION

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May 24, 2000

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

RE: *Fidelity Networks, Inc.*  
Case No. TA-2000-685

**FILED**

MAY 24 2000

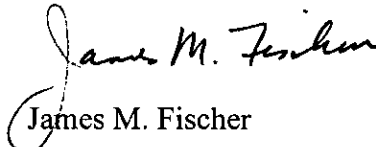
Missouri Public  
Service Commission

Dear Mr. Roberts:

Enclosed for filing in the above-referenced matter are the original and six (6) copies of substitute tariff sheet nos. 3, 16, 23, 30, 31, 33, 34, 37, and 38 with changes requested by Staff. A copy of the foregoing substitute tariff sheets has been hand-delivered or mailed this date to parties of record.

Thank you for your attention to this matter.

Sincerely,

  
James M. Fischer

/jr  
Enclosures

cc: Office of the Public Counsel

200000974

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Issued: April 26, 2000  
Issued By:

John Colbert  
Senior Vice President, Finance  
Fidelity Networks, Inc.  
64 North Clark Street  
Sullivan, Missouri 63080

Effective Date: June 12, 2000

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**SECTION 2 - REGULATIONS, (Contd.)**

**2.4 Limitation of Liability, (Contd.)**

**2.4.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Account Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss, or refund on any unused balance remaining on a Debit Card provided to a Customer after the expiration date.

**2.4.8** The Company shall not be liable for any claim, loss, or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

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**SECTION 2 - REGULATIONS, (Contd.)**

**2.7 Customer Responsibility, (Contd.)**

**2.7.6 Payment and Charges for Services, (contd.)**

**A. Payment of Charges, (contd.)**

4. Toll charges are due monthly and payable any time during the twenty-one days following the presentation of the bill.
5. Toll service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Disconnection may not occur before thirty (30) days from invoice and the Company will give ten (10) days written or verbal notice before any disconnection can occur.

**2.7.7 Application of Rates**

The rates for service are those in effect for the period that service is furnished.

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**SECTION 3 - DESCRIPTION OF SERVICES, (Contd.)**

**3.3 Interconnection**

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

**3.4 Terminal Equipment**

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

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**SECTION 3 - DESCRIPTION OF SERVICES, (Contd.)**

**3.4 Terminal Equipment, (Contd.)**

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

**3.5 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. The Company will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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**SECTION 4 - RATES AND CHARGES, (Contd.)**

**4.2 Direct Dial Service**

Direct Dial Service is an outbound calling service designed for use from standard Customer-provided switched access lines. This service is available where technically feasible. The following rates apply when the person originating the call dials the telephone number desired and completes the call, and the call is billed to the calling station. Service is billed in sixty (60) second increments with an initial minimum period of one (1) minute. Where applicable, only one Monthly Charge or Minimum Monthly Usage Charge applies for both interstate and intrastate usage using the Company's service.

**4.2.1 Long Distance Plan 1**

Monthly Charge	\$4.95
Rate Per Minute	\$0.13

**4.2.2 Long Distance Plan 2**

Rate Per Minute	\$0.14
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**4.2.3 Long Distance Plan 3**

For Customers who select this option, a volume discount is applied based on the guaranteed monthly intrastate and interstate usage as shown below.

For each month in which the customer fails to achieve the minimum commitment, a Minimum Monthly Usage Charge as specified below will apply. Only one Minimum Monthly Usage Charge Applies for both intrastate and interstate usage.

Minimum Monthly Usage Charge	\$15.00
Rate Per Minute	\$0.13

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**SECTION 4 - RATES AND CHARGES, (Contd.)**

**4.2.4 Long Distance Plan 4**

For Customers who select this option, a volume discount is applied based on the guaranteed monthly interstate and intrastate usage as shown below.

For each month in which the Customer fails to achieve the minimum commitment, a Minimum Monthly Usage Charge as specified below will apply. Only one Minimum Monthly Usage Charge applies for both intrastate and interstate usage.

Minimum Monthly Usage Charge	\$50.00
Rate Per Minute	\$0.12

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**SECTION 4 - RATES AND CHARGES, (Contd.)**

**4.6 Fidelity Debit Card Service, (Contd.)**

Purchase of a Debit Card entitles the Customer to use the Company's network for a number of minutes equivalent to the card denomination divided by the effective per minute rate. The Customer's right to utilize network usage within a given Debit Account associated with that Debit Account number. No minimum service period applies.

Payment for Retail Debit Cards and Available Usage in a Customer's Debit Account is non-refundable.

Retail Debit Card service rates are not distance or time-of-day sensitive in nature. Holiday discounts do not apply.

Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, the minimum call usage is one (1) minute.

Per Unit Rate:                      \$ .25

**4.6.1 Debit Card Sponsor Program**

The Debit Card Sponsor Program, where available, is offered to organizations or commercial entities for distribution to their members, patrons, or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark, or other image on the card. The Sponsor may distribute the Company's Prepaid card accounts at reduced rates or free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Company's trade mark, trade name, service mark, or other image on the card.

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**SECTION 4 - RATES AND CHARGES, (Contd.)**

**4.7 Directory Assistance Calls**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

**4.7.1 Directory Assistance Charge**

Directory Assistance, per request	\$0.65
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