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July 6, 2000

FILED

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Missouri Public  
Service Commission

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

Re: Case No. TA-2000-812, Tariff File #200001150  
MGC Communications, Inc. (IXC Certificate)

Dear Mr. Roberts:

Please find enclosed for filing in the above-captioned case an original and eight copies of substitute tariff sheet nos. 1, 3, 5, 10, 11, 12, 13, 15, 16, 19, 22, 23, 24, 25, and 25.1 to replace those same numbered sheets originally filed. The changes contained in these substitute sheets were requested by the Staff. Thank you.

Sincerely,

*Brent Stewart*  
Brent Stewart

CBS/bt

Enclosure

cc: Walt Cecil, Staff  
Office of the Public Counsel  
Carol Lisowski  
Louis Grimmelbein

200001150

**APPLICATION OF TARIFF**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of interexchange and non-switched local exchange telecommunications services and facilities for telecommunications services provided by MGC Communications, Inc., with principal offices at 175 Sully's Trail, Pittsford, New York 14534. This tariff applies for services furnished 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 any of the Company's public offices.

MGC Communications, Inc. and the services offered hereunder have been classified as "competitive" by the Missouri Public Service Commission. Service is available to business customers only.

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Effective: July 24, 2000

Kent F. Heyman  
Sr. Vice President, General Counsel  
175 Sully's Trail  
Pittsford, New York 14534

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**TARIFF FORMAT SHEETS**

- 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 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14.
- 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).

**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company**

- 2.4.1 The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred. The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided herein to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.
- 2.4.2 The Company shall not be liable for any indirect, special, incidental, punitive, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including any delay or interruption of service or any failure in or breakdown of facilities associated with the service; or for any mistakes, omissions, delays, errors or defects in transmission occurring in the course of furnishing service, except as specified herein. The Company's liability for a Customer's direct damages incurred as a direct consequence of a service interruption or the failure of the Company to perform shall in no event exceed an amount equal to that which the Company would have otherwise paid for the period that the service was not provided during which the Company has failed to perform.
- 2.4.3 The Company will not be responsible for any lost profits of the subscriber or against the subscriber by any other party. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from facilities or equipment used by Customer, shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.4 The Company is not liable for any act, omission, or negligence of any local exchange or interexchange carrier or other provider whose facilities are used in furnishing any portion of the service received by Customer. The Company is not liable for the quality of service provided by any local exchange or other interexchange carrier.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company (Cont'd)**

- 2.4.5 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses that may occur in cases of malfunction or nonfunction of the service or the Company's facilities, even if due to the Company's negligence, gross negligence or failure of performance, except as expressly provided herein. The Company is not an insurer. Insurance, if any, covering personal injury, property loss or loss of revenue or business advantage shall be obtained and maintained by Customer if desired by Customer.
- 2.4.6 It would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of the service, due to the uncertain nature of the volume, nature, content and value of messages, signals or communications transmitted over the service. Therefore, if any liability is imposed on the Company, such liability shall be limited to the amount expressly stated herein. The payment or credit of this amount shall be the Company's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of the Company's obligations under this agreement, or by negligence or gross negligence, active or otherwise, of the Company, its employees, agents or representatives.
- 2.4.7 The Company shall not be liable for, and shall be excused from performance during any failure, delay or interruption of service hereunder due to causes beyond its control including, but not limited to, civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company (Cont'd)**

- 2.4.8 The Company shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow the Company to verify such claim, is submitted within one (1) year of the alleged overpayment.
- 2.4.9 The Company makes no representation or warranty, express or implied (including, without limitation, an implied warranty regarding merchantability or fitness for a particular purpose), regarding any service provided under this tariff. The Company expressly disclaims all such warranties.
- 2.4.10 The Company shall not be liable for:
- a) libel, slander or infringement of patents, trade secrets or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities;
  - b) infringement of patents, trade secrets, or copyrights arising from the combination or use of the Company-provided facilities with Customer-provided facilities or services;
  - c) any claim arising out of any act or omission of the Customer or any other entity furnishing services or facilities for use in conjunction with services or facilities provided by the Company;
  - d) unlawful or unauthorized use of the service or the Company's facilities;
  - e) any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.
- 2.4.11 The Company assumes no responsibility for the availability or performance of any facilities or services under the control of other entities, or for other facilities or services provided by other entities used for service to the Customer, except to the extent that such nonperformance or non-availability is the result of a willful act of the Company. The Company is not liable for any act or omission of any other company furnishing a portion of the facilities or services used to provide service to Customer; such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.4 Liability of the Company (Cont'd)**

- 2.4.12 Any claim of whatever nature against the Company shall be deemed conclusively as having been waived unless presented in writing to the Company within ninety (90) days after the date service was affected.
- 2.4.13 Customer shall defend, indemnify and hold the Company harmless of and from any and all liability, loss, claims, costs, demands, damages, or expenses disclaimed herein arising out of or in connection with the provision of service by the Company to Customer, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith. The Company shall notify Customer of any such suit or claim against the Company.

**2.5 Interruption of Service**

- 2.5.1 Credit allowance for the interruption of service that is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4.1 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.5.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.



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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.6 Discontinuance of Service by Carrier**

2.6.1 The Company, upon ten (10) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- a) Non-payment of any sum due to the Company for regulated service for more than thirty (30) days beyond the date of the rendition of the bill for such services.
- b) A violation of any regulation governing the service under this tariff.
- c) A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- d) The Company has given the Customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency.

**2.7 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the rates quoted to customers. All charges and fees subject to Missouri Public Service Commission jurisdiction, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

**2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephones. 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 his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communication Commission.

**2.9 Billing of Calls**

All charges due by the Customer are payable at any agency duly authorized to receive such payments, including the Company's local business offices. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D**

**2.10 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation, termination of service, and conditions of installation, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

**2.11 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Any objections to billed charges must be reported within sixty (60) days of receipt to the Company or the Company's billing agent or bill will be considered final. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate.

**2.12 Deposits**

2.12.1 The Company does not require Customers subscribing to its Long Distance Service to pay a deposit.

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D**

**3.3 Minimum Call Completion Rate**

A Customer can expect a call completion rate (number of call completed/number of calls attempted) of not less than 90% during peak use periods for all FGD services ("1+" dialing).

**3.4 Service Offerings**

**3.4.1 Long Distance Service**

Long Distance Service is offered to the Company's business customers of its Local Exchange services. The Company does not offer toll services to casual users on a non-presubscribed basis.

The service permits direct dialed outbound calling at non-distance and non-time of day/day of week sensitive usage rates for all Intrastate/Interstate calling. Service is provided from presubscribed, dedicated or shared use access lines.

Intrastate toll calls are billed in six (6) second increments with a six (6) second minimum. Customer billing is rounded to the next whole cent.

Where live or automated operator assistance is required for call completion or billing, applicable operator service call placement charges of either the Company or any other carrier will be applied.

Rates for Intrastate calling may be found in Section 4.

**3.4.2 800 Service**

800 Service is only available to customers who have a Company-provided local exchange line and where service is available within the United States, Canada and the Caribbean. The Customer may be assigned any of the designated 800 numbers, e.g., 877, 888, that are available.

Calls are limited to originating or terminating within the service areas listed below.

The Customer may choose from any of the following calling options:

Service Area Option 1	United States
Service Area Option 2	United States + Canada
Service Area Option 3	United States + Canada + Caribbean

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.4 Service Offerings (Cont'd)****3.4.4 Operator Services**

The Company's operator services are provided to customers through an agreement with the LEC. The services shall be provided as stated in Section 17 of SBC's P.S.C. Mo. No. 36 tariff. Operator services include the completion of collect, station-to-station, person-to-person, and credit card calls with the assistance of a Carrier operator. Each completed operator-assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

- a) The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (i) subscriber notification or (ii) Company's knowledge.
- (b) 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.
- (c) Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
- (d) Only tariffed rates approved by this Commission for the Company shall appear on any local exchange telephone Company (LEC) billings.
- (e) The Company shall be listed on the LEC billing if the LEC has multi-Company billing ability.
- (f) The Company will employ reasonable calling card verification procedures, acceptable to the Telephone Company issuing the calling card.

**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D**

3.5 Service Offerings (Cont'd)

3.4.4 Operator Services (Cont'd)

- (g) 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.
- (h) Upon request, the Company will transfer calls to another authorized interexchange Company or to the LEC, if billing can list the caller's actual origination point.
- (i) The Company will refuse operator services to traffic aggregators that block access to other companies.
- (j) The Company will assure that traffic aggregators will post and display information including: (1) that 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.

**SECTION 4 – RATES****4.1    Rates****Long Distance Service**

	<u>Recurring Charges</u>
Intrastate/InterLATA, Per Minute	\$ .05

**800 Service**

	<u>Recurring Charges</u>
United States, Per Minute	\$.11
Canada, Per Minute	\$.11
NRC 800 Directory Listing	\$14.00
Payphone Surcharge Per Call	\$.30

**Calling Card**

	<u>Recurring Charges</u>
Continental U.S., Per Minute	\$.20
Alaska/Hawaii, Per Minute	\$.30
Canada, Per Minute	\$.20
Payphone Surcharge, Per Call	\$.30
Directory Assistance to Calling Card, Per Call	\$.85

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**SECTION 4 – RATES - CONT'D****4.1 Rates (Cont'd)****Operator Services**

	<u>Per Call</u>
Directory Assistance – Local Calling Area	\$.45
Directory Assistance – National	\$.95
Directory Assistance Call Completion	\$.30
Person-to-Person	\$2.40
Station-to-Station	\$1.10
Customer Dialed Calling Card	\$.70
Busy Line Verification	\$1.20
Emergency Interrupt	\$1.85

**4.2 Payment of Calls****4.2.1 Late Payment Charges**

Bills are due and payable on the due date of the monthly bill, but no less than twenty-one (21) days after the date of the postmark on the bill. Bills may be paid at Company offices or authorized agents. Payment made in the Company's night depository shall be deemed received on the next full business day. A late payment charge, as described below, may be applied if payment is not received by the Telephone Company on or before the due date, which will be prominently displayed on the Customer's bill. The Company shall credit payments within twenty-four (24) hours of receipt to avoid assessing late payment charges incorrectly.

A late payment charge of 1.5 percent is applied to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is included in the total amount due on the current bill.

**SECTION 4 – RATES - CONT'D**

4.3 Payment of Calls

4.3.1 Return Check Charges

A NSF return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.4 Restoration of Service

A reconnection fee of \$55.00, per line, per occurrence, is charged when service is re-established for customers who have been disconnected for non-payment.

4.4 Toll Service

Toll messages and charges are billed in arrears. The Company has a toll cap of \$150.00 for those customers using its long distance service. If a Customer's bill should reach the toll cap, the Customer will be notified that a payment is due to retain access to the Company's long distance service. A toll block will be temporarily put on the account until the toll is paid or reduced below the \$150.00 level. The toll block will immediately be removed when payment is received. The Company does not disconnect or block any other carrier(s) the Customer might choose, except when a carrier has notified the Company that it will not be a selection from which our Customer may choose.

4.5 Special Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer.

Promotions for competitive companies may be allowed to go into effect on 7 days' prior notice to the Missouri Public Service Commission.