

ANDERHECK, EVANS, MILNE, PEACE & BAUMHOER, L.L.C.

ATTORNEYS AT LAW

305 EAST McCARTY STREET

P.O. BOX 1438

JEFFERSON CITY, MISSOURI 65102-1438

TELEPHONE 573-634-3422

FAX 573-634-7822

**EUGENE E. ANDERHECK
TERRY M. EVANS
ERWIN L. MILNE
JACK PEACE
PATRICK A. BAUMHOER
CRAIG S. JOHNSON
RODRIC A. WIDGER
GEORGE M. JOHNSON
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VICTOR S. SCOTT
LESLEY A. RENFRO
DANA L. KOLLAR
J. W. TRIMMER
COREY K. HERRON
JOSEPH B. MYERS, JR.
MARVIN L. SHARP
OF COUNSEL
GREGORY C. STOCKARD
(1904-1993)
PHIL HAUCK (1924-1991)**

**TRENTON OFFICE
9TH AND WASHINGTON STREET
P.O. BOX 547
TRENTON, MISSOURI 64683-0547
816-359-2244
FAX 816-359-2116**

**SPRINGFIELD OFFICE
1111 S. GLENSTONE
P.O. BOX 4929
SPRINGFIELD, MISSOURI 65808-4929
417-864-6401
FAX 417-864-4967**

**PRINCETON OFFICE
807 NORTH WASHINGTON
PRINCETON, MISSOURI 64673
816-748-2244**

**SMITHVILLE OFFICE
119 E. MAIN STREET
P.O. BOX 654
SMITHVILLE, MISSOURI 64089
816-532-3895
FAX 816-532-3899**

May 6, 1997

**FILED
MAY 7 1997
MISSOURI
PUBLIC SERVICE COMMISSION**

TA-97-490

**Mr. Cecil Wright
Executive Secretary
MO PSC, P. O. Box 360
Jefferson City, MO 65102**

Re: Application of Sho-Me Technologies, L.L.C.

Dear Mr. Wright:

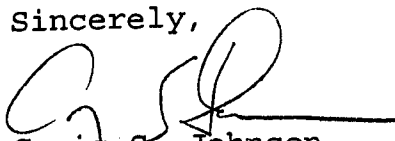
Enclosed please find an original and 14 copies of Application of Sho-Me Technologies, L.L.C., with the following attachments:

Certified Copies of Articles of Organization and Certificate of Organization;

Applicant's Initial Tariffs PSC Mo No. 1, Original Sheets 1-21, with a June 21, 1997 effective date.

I have this day sent copies to MO PSC Staff and Office of Public Counsel. Thank you for seeing these filed.

Sincerely,


Craig S. Johnson

FILED

MAY 7 - 1997

**MISSOURI
PUBLIC SERVICE COMMISSION**

**CSJ:skl
Enclosures
cc: Office of Public Counsel
MO PSC Staff
John Richards
John K. Davis
George Johnson**

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

In the Matter of the Application of)
Sho-Me Technologies, L.L.C., for a)
Certificate of Authority to Provide)
Interexchange and nonswitched local)
Telecommunications Services within)
the State of Missouri.)

Case No. TA-97-490

APPLICATION

Comes now Applicant Sho-Me Technologies, L.L.C., pursuant to 4 CSR 240-2.060 and submits this Application. Applicant hereby applies for competitive classification of itself and its services pursuant to § 392.361 RSMo, and requests a Certificate of Service Authority to provide and resell interexchange and nonswitched local telecommunications services within the state of Missouri pursuant to §§ 392.410, 392.420, and 392.430 RSMo, and requests the standard waiver of statutes and rules granted competitive companies and services authorized by federal and state law. In support of this Application, Applicant states the following:

1. Applicant is a Limited Liability Company duly organized and existing under the laws of the State of Missouri. Certified Copies of Applicant's Articles of Organization and Certificate of Organization are attached hereto as Exhibits 1 and 2 respectively. The character of Applicant's business is as indicated on the Articles of Organization. Applicant's initial interest is to provide fiber optic facilities to public and private entities.

2. Applicant's registered agent, principal office and place

F:\WP61\DOC\WEBLLC.APP

FILED

MAY 7 - 1997

**MISSOURI
PUBLIC SERVICE COMMISSION**

of business is:

John K. Davis
Sho-Me Technologies, L.L.C.
301 W. Jackson
P.O. Drawer D
Marshfield, Missouri 65706
(417) 468-2615
(417) 468-2611 FAX

3. Communications, pleadings, and correspondence pertaining to this Application should be addressed and delivered to:

John K. Davis
Sho-Me Technologies, L.L.C.
301 W. Jackson
P.O. Drawer D
Marshfield, Missouri 65706
(417) 468-2615
(417) 468-2611 FAX

Craig S. Johnson
Andereck, Evans, Milne, Peace, and Baumhoer, LLC
305 E. McCarty
P. O. Box 1438
Jefferson City, MO 65102
(573) 634-3422
(573) 634-7822 FAX

4. Applicant hereby requests a certificate of service authority to provide interexchange and nonswitched local telecommunications services, including the resale thereof, within the state of Missouri pursuant to §§ 392.410, 392.420, and 392.430 RSMo.

5. Applicant hereby requests that it and its services be classified as competitive services pursuant to § 392.361 RSMo. Applicant initially intends to provide fiber capacity and services on fiber facilities to public schools for educational purposes, and may thereafter provide data or communications services on fiber facilities to others.

6. Applicant hereby requests, pursuant to § 392.420 RSMo, waiver of the following rules and statutory provisions regarding the regulation of Applicant as a competitive telecommunications carrier:

STATUTES

392.240 (1) RSMo	Rate
392.270 RSMo	Valuation of Property
392.280 RSMo	Depreciation
392.290 RSMo	Issuance securities
392.310 RSMo	Issuance securities
392.320 RSMo	Stock dividends
392.330 RSMo	Disposition stock proceeds
392.340 RSMo	Reorganization

RULES

4 CSR 240-10.020	Income on Deprec Invest
4 CSR 240-30.010 (2) (C)	Rate schedules
4 CSR 240-30.040	Uniform system of accounts
4 CSR 240-32.030 (1) (B)	Exchange maps
4 CSR 240-32.030 (1) (C)	Applications
4 CSR 240-32.030 (2)	Records
4 CSR 240-32.050 (3-6)	Records
4 CSR 240-32.070 (4)	Coin telephone
4 CSR 240-33.030	Minimum charges
4 CSR 240-33.040 (5)	Delinquent charges

7. Applicant files herewith as Exhibit 3 its initial tariffs with a proposed effective date 45 days after the filing of this Application, June 21, 1997.

8. Applicant possesses sufficient technical, financial, and managerial resources and abilities to provide the interexchange and nonswitched local telecommunications services for which certification is requested. Applicant is an affiliate of Sho-Me Power Electric Cooperative, a Missouri Rural Electric Cooperative with substantial assets operating in 30 counties for over 50 years.

9. Applicant will comply with all applicable Commission

rules and regulations for which waiver is not granted.

10. The granting of this application is in the public interest as improving school telecommunications services is in the public interest, as is increasing the supply and choices of competitive telecommunications providers and services in Missouri.

WHEREFORE, Applicant respectfully requests that the Commission grant Applicant the certificates of service authority requested, the waivers of statutes and rules requested, and approve the tariffs filed herewith, together with such other and further relief that the Commission deems appropriate.

ANDERECK, EVANS, MILNE
PEACE & BAUMHOER

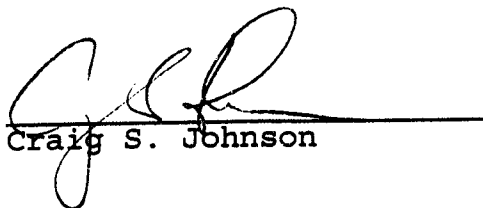
BY 

Craig S. Johnson
MO Bar # 28179
305 East McCarty Street
Third Floor - Hawthorn Center
Post Office Box 1438
Jefferson City, Missouri 65102
Telephone: (573) 634-3422
Facsimile: (573) 634-7822

ATTORNEYS FOR APPLICANT

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing was mailed first class, postage prepaid this 7 day of May, 1997, to MoPSC Staff General Counsel, and to the Office of Public Counsel.


Craig S. Johnson

VERIFICATION

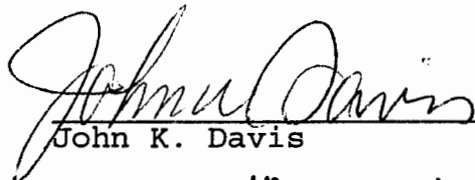
State of Missouri)
) ss.
County of Webster)

Comes now John K. Davis, being of lawful age and duly sworn,
swears and affirms that:

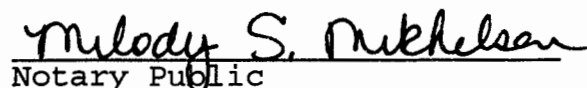
1. My name is John K. Davis and I am the organizer and
registered agent of Sho-Me Technologies, L.L.C. In that capacity I
am authorized to apply for a certificate of service authority for
Sho-Me Technologies, L.L.C. to provide nonswitched local and
interexchange telecommunications within the state of Missouri.

2. The information contained in this Application is true and
accurate to the best of my knowledge, information, and belief.

3. I have authorized Craig S. Johnson and the firm of
Andereck, Evans, Milne, Peace, and Baumhoer, LLC to file and
prosecute this application before the Missouri Public Service
Commission.


John K. Davis

Subscribed and sworn to before me this 5th day of May,
1997.


Notary Public

My Commission expires _____.

Melody S. Mikkelsen Notary Public
Webster County State of Missouri
My Commission Expires Feb. 6, 1998

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

WHEREAS,

SHO-ME TECHNOLOGIES L.L.C.

FILED ITS ARTICLES OF ORGANIZATION WITH THIS OFFICE ON THE 29TH DAY OF APRIL, 1997, AND THAT FILING WAS FOUND TO CONFORM TO THE MISSOURI LIMITED LIABILITY COMPANY ACT;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE, STATE OF MISSOURI, BY VIRTUE OF AUTHORITY VESTED IN ME BY LAW, DO CERTIFY AND DECLARE THAT ON THE 29TH DAY OF APRIL, 1997, THE ABOVE ENTITY IS A LIMITED LIABILITY COMPANY, ORGANIZED IN THIS STATE AND ENTITLED TO ANY RIGHTS GRANTED TO LIMITED LIABILITY COMPANIES.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 29TH DAY OF APRIL, 1997.

Rebecca McDowell Cook
 Secretary of State



\$105.00



State of Missouri
Rebecca McDowell Cook, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102
Corporation Division

Articles of Organization
(Submit in duplicate with filing fee of \$105)

1. The name of the limited liability company is:

Sho-Me Technologies, L.L.C.

2. The purpose(s) for which the limited liability company is organized: To provide fiber optic communication capabilities and any other lawful purpose.

3. The name and address of the limited liability company's registered agent in Missouri is:

John K. Davis, 301 W. Jackson, P.O. Drawer D, Marshfield, Missouri 65706

Name

Street address

City/State/Zip

4. The management of the limited liability company is vested in one or more managers. ☒ Yes ☐ No

5. The latest date on which the limited liability company is to dissolve is: December 31, 2027
Month/Day/Year

6. Upon the withdrawal of any member, the remaining member(s) have the following right(s) (if any) to continue the business and affairs of the limited liability company:

Complete Right to continue or to wrap-up existing business matters.

7. The name(s) and address(es) of each organizer:

John K. Davis, 301 W. Jackson, P.O. Drawer D, Marshfield, MO 65706

8. For tax purposes, is the limited liability company considered a corporation? ☒ Yes ☐ No

In affirmation thereof, the facts stated above are true:

John K. Davis

Organizer

Organizer

Organizer

FILED

NOV 11 2007

McKinnon 11/11/07

ANDERECK, EVANS, MILNE, PEACE & BAUMHOER, L.L.C.

ATTORNEYS AT LAW

305 EAST McCARTY STREET

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TELEPHONE 573-634-3422

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May 6, 1997

EUGENE E. ANDERECK
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TA-97-490

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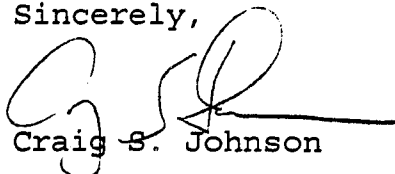
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Sincerely,


Craig S. Johnson

FILED

CSJ:skl
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MO PSC Staff
John Richards
John K. Davis
George Johnson

MAY 7 - 1997

MISSOURI
PUBLIC SERVICE COMMISSION

9700752

SHO-ME TECHNOLOGIES L.L.C.

This Tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to the provision of competitive interexchange intrastate telecommunications services and competitive dedicated, non-switched local exchange private line telecommunications services in the State of Missouri by Sho-Me Technologies L.L.C.

This Tariff is on file with the Missouri Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business, 301 West Jackson - Marshfield, Missouri.

Issued: May 7, 1997

Effective: June 21, 1997

Issued by: John K. Davis, General Manager
Sho-Me Technologies L.L.C.
301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

CHECK LIST

The Title Page and sheets 1 through 21, inclusive, of this Tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1.	Original		
2.	Original		
3.	Original		
4.	Original		
5.	Original		
6.	Original		
7.	Original		
8.	Original		
9.	Original		
10.	Original		
11.	Original		
12.	Original		
13.	Original		
14.	Original		
15.	Original		
16.	Original		
17.	Original		
18.	Original		
19.	Original		
20.	Original		
21.	Original		

* Indicates new or revised sheet with this filing

Issued: May 7, 1997

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Issued by: John K. Davis, General Manager
Sho-Me Technologies L.L.C.
301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

TABLE OF CONTENTS

	PAGE
TITLE SHEET	1
CHECK LIST.....	2
TABLE OF CONTENTS.....	3
CONCURRING CHARGES	5
1. EXPLANATION OF SYMBOLS	6
2. APPLICATION OF TARIFF	6
3. DEFINITIONS	7
4. PROVISION OF SERVICE	8
5. OBLIGATIONS OF CUSTOMER	9
A. Conditions for Use	9
B. General Obligations	9
C. Payment of Rates and Charges	11
6. OBLIGATIONS OF THE COMPANY	12
A. Undertakings	12
B. Limitations	12
C. Liability and Indemnification	13
D. Provision of Facilities	15

7. SERVICE PERIOD	16
8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	16
9. SPECIAL CONSTRUCTION	16
A. Survey and Design	17
B. Charges for Special Construction	17
10. SERVICE OFFERINGS	17
11. SERVICE RATES	17
12. SPECIAL CHARGES.....	18
A. Out of Normal Work Hours	18
B. Maintenance and Service Charge.....	18
13. SERVICE CANCELLATIONS.....	19
A. Discontinuance of Service by the Company	19
B. Cancellation of Service by the Customer Prior to End of the Contract Period.....	19
C. Cancellation of Application for Service.....	20
14. SERVICE INTERRUPTIONS.....	20
A. General	20
B. Service Interruptions.....	20
C. Liability.....	21
D. Credits	21

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

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Sho-Me Technologies L.L.C.
301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

1. EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- "C" to signify a changed rule or regulation*
- "D" to signify a discontinued rate or regulation
- "I" to signify increased regulation
- "M" to signify a matter relocated without change
- "N" to signify a new rate or regulation
- "R" to signify reduced regulation
- "S" to signify reissued material
- "T" to signify a change in text, but no change in rate or regulation
- "Z" to signify a correction

2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of interexchange intrastate telecommunications services and dedicated, non-switched local exchange private line telecommunications services by Sho-Me Technologies L.L.C. The Company may from time to time, and in particular circumstances, provide discounts or promotional offerings or otherwise waive or modify

-
- *When used in reference to a rate, the symbol "C" indicates a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.
-

Issued: May 7, 1997

Effective: June 21, 1997

Issued by: John K. Davis, General Manager
Sho-Me Technologies L.L.C.
301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Constitution.

3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise require:

- A. Bit - The smallest amount of information in the binary system of notation.
- B. Cable Facilities - A coaxial and or fiber optic cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of signals to or from the Customer's or User's Premises.
- C. Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.
- D. Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.
- E. Facilities - All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.
- F. Individual Case Basis - A service arrangement in which the regulations, rates, and charges are developed on the specific circumstances of the case.

-
- G. Premises - A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.
- H. Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated Customer or User locations.
- I. Terminating Facilities - All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This equipment may include electronic equipment, cable, wiring, connecting panels and blocks.
- J. User - A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

4. PROVISION OF SERVICE

The company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Contract terms not specifically governed by the Tariff will be individually

negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

5. OBLIGATIONS OF CUSTOMER

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

B. General Obligations:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with

the interface equipment provided and/or sanctioned by the Company.

2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

-
6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
 7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
 8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
 9. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer by the fifteenth of each

month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late charges and interest with interest compounded monthly 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

6. OBLIGATIONS OF THE COMPANY

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems

Issued: May 7, 1997

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Issued by: John K. Davis, General Manager
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301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

C. Liability and Indemnification:

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance

and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.

3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments,

apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.

5. The Company shall be indemnified and saved harmless by the Customer or User against:

- (a) Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.
- (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
- (c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

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. 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. An Individual Case Basis 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.

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 the 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 therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, 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

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another.

11. SERVICE RATES

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

12. SPECIAL CHARGES

- A. **Out-of-Normal Work Hours:** The charges specified in this Section 12 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 labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 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 or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

13. 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 of Customer's representations or warranties contained in the contract between the Customer and 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.

14. SERVICE INTERRUPTIONS

- A. General: The Company agrees to use its best efforts to assure continuous full time operation 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

Issued: May 7, 1997

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Issued by: John K. Davis, General Manager
Sho-Me Technologies L.L.C.
301 W. Jackson - P.O. Box D
Marshfield, Missouri 65706

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.

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TA-97-482

ALJ: George

Applicant:

International Telcom, Ltd.

417 2nd Avenue West

Seattle, WA 98119

Tariff Effective: 6-15-97

Attorneys:

Judith A. Rau

1007 Olive Street, 5th Floor

St. Louis, MO 63101

Applicant requests a certificate of service authority to provide intrastate interexchange telecommunications services and classification as a competitive company with standard waivers.

TA-97-490

ALJ: George

Applicant:

Sho-Me Technologies, L.L.C.

301 W. Jackson

P.O. Drawer D

Marshfield, MO 65706

Tariff Effective: 6-21-97

Attorney:

Craig S. Johnson

305 East McCarty

Jefferson City, MO 65102

Applicant requests a certificate of service authority to provide intrastate interexchange and local exchange telecommunications services and classification as a competitive company with standard waivers.


**STATE OF MISSOURI
OFFICE OF THE PUBLIC SERVICE COMMISSION**

I have compared the preceding copy with the original on file in this office and

I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,

Missouri, this 13 day of MAY, 1997.


Cecil I. Wright
Executive Secretary