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**FILED<sup>3</sup>**

June 9, 2000

JUN 09 2000

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-2000-453  
MGC Communications, Inc. (CLEC Certificate)

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case on behalf of MGC Communications, Inc. an original and five copies of the Company's proposed: 1) Basic Local Service Tariff, MO P.S.C. No. 1; and 2) Exchange Access Tariff, MO P.S.C. No. 2. Both proposed tariffs bear a forty-five (45) day effective date of July 24, 2000.

Any questions the Staff might have regarding these tariffs should be directed to Stephanie Valdez at (716) 218-8674 or to Carol Lisowski at (716)218-8680.

A copy of this filing has been sent this date to counsel for all parties of record. Thank you.

Sincerely,

  
Brent Stewart

CBS/bt

Enclosure

cc: Counsel for all parties of record  
Louis Grimmelbein

200001151

**REGULATIONS AND SCHEDULES  
APPLICABLE TO  
BASIC LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF MISSOURI**

**ISSUED BY**

**MGC COMMUNICATIONS, INC.**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for basic local telecommunication services provided by MGC Communications, Inc., with principal offices at 175 Sully's Trail, Pittsford, NY 14534. This Tariff applies for services furnished within the Company's authorized service area 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.

The Company and the services offered hereunder have been classified as "competitive" by the Missouri Public Service Commission.

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Issued: June 9, 2000

Effective: July 24, 2000

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Sr. Vice President, General Counsel  
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BASIC LOCAL EXCHANGE SERVICES

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**LIST OF WAIVED STATUTES AND REGULATIONS**

The Missouri Public Service Commission has waived the following statutes and regulations for services provided by the Company:

**Statutes**

392.210.2	- uniform system of accounts
392.240.1	- just and reasonable rates/rate making
392.270	- valuation of property (ratemaking)
392.280	- depreciation accounts
392.290.1	- issuance of securities
392.300.2	- acquisition of stock
392.310	- stock and debt issuance
392.320	- stock dividend payment
392.330, RSMo Supp. 1999	- issuance of securities, debts and notes
392.340	- reorganization

**Commission Rules**

4 CSR 240-10.020	- depreciation fund income
4 CSR 240.30.010(2)(C)	- rate schedules
4 CSR 240-30.040	- uniform system of accounts
4 CSR 240-32.030(4)(C)	- boundary maps
4 CSR 240.33.030	- lower price notice
4 CSR 240-35	- reporting of bypass and customer-specific arrangements

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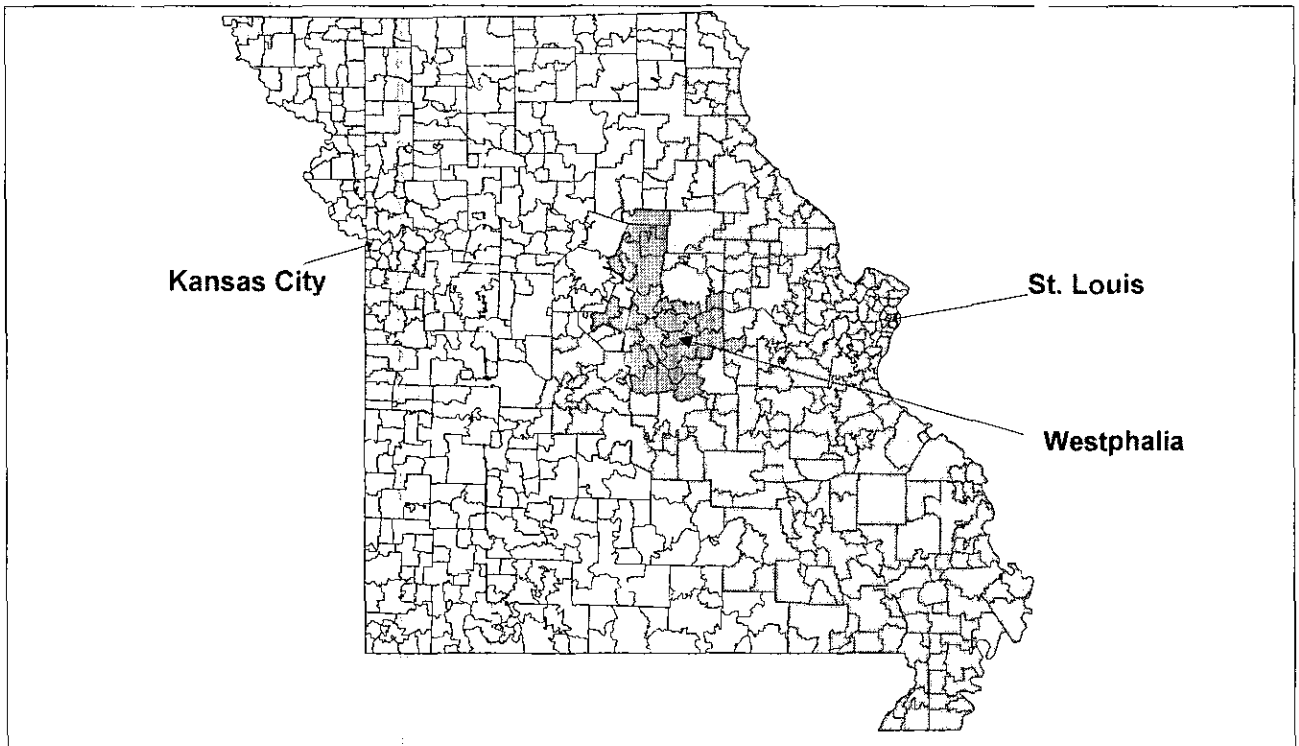
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**BASIC LOCAL EXCHANGE SERVICES****CALLING AREA MAP**

The local calling area for customers in the Exchange areas found on Sheet 4 in this section will be the entire respective LATA in which their premises resides: Kansas City LATA "0524," St. Louis LATA "0520", and St. Louis customers may also call to the "0521" Westphalia LATA at no additional cost. MGC customers may select MGC or any other carrier for their IntraState/InterLATA long distance traffic. Customers selecting MGC as their carrier who are calling outside the local calling area, but within the state, will be charged the IntraState/InterLATA rates found in the Company's IXC Tariff, MO P.S.C. Tariff No. 3.

**MGC's Local Calling Area**

Local Exchange Service will be provided via the Company's facility-based switches using unbundled network elements of Southwestern Bell.\*

**Shaded areas on map identify the Local Calling Areas for Kansas City in the "0524" LATA, and the "0520" and "0521" LATAs. of St. Louis and Westphalia.**

\*Initially, the availability of service will be limited to NPA/NXXs in the exchanges where the Company is able to collocate with Southwestern Bell.

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**BASIC LOCAL EXCHANGE SERVICES**

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**LOCAL SERVICE AREA**

The regulations and rates contained herein are applicable to various local exchange telephone services furnished within each exchange as specified below.

The Company will provide local exchange service out of the following exchanges. The Customer's local calling area will be within and throughout the respective LATA boundaries defined on the map on Sheet 2 of this section.

**A. Kansas City**

Benton  
Gladstone  
Hiland  
Kansas City

Liberty  
Parkville  
South Kansas City

**B. St. Louis**

Creve Coeur  
Ladue  
St. Louis

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**BASIC LOCAL EXCHANGE SERVICES**

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**BASIC LOCAL EXCHANGE SERVICES**

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**SYMBOLS SHEET**

The following are the only symbols used for the purposes indicated below:

- C – Signifies changed regulation that may affect a Customer's rate
- D – Deleted or discontinued material
- I – Change resulting in an increase to a Customer's bill
- L – Material has been relocated from another location in the tariff
- N – New material
- R – Change resulting in a reduction to a Customer's bill
- T – Change in Text or Regulation but no change in rate or charge

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Effective: July 24, 2000

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**BASIC LOCAL EXCHANGE SERVICES**

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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. 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).



## BASIC LOCAL EXCHANGE SERVICES

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### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of facilities-based Basic Local Exchange Services by MGC Communications, Inc. ("MGC" or the "Company"), operating as a competitive telecommunications company, to Customers within the State of Missouri.

Service is provided to Business customers only.

The rates, rules, terms and conditions herein apply for Basic Local Exchange Services furnished within the Southwestern Bell exchanges where facilities and operating conditions permit the furnishing of such services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Missouri Public Service Commission.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Business Service: Determination as to whether or not a Customer's service should be classified as Business will be based on the character or use to be made of the service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature whether operated out of a "business" office or a "home" office.

Central Office: A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Commission or P.S.C.: Missouri Public Service Commission.

Company: MGC Communications, Inc. (MGC), the issuer of this tariff.

Competitive Local Exchange Carrier (CLEC): A common carrier that is issued a Certificate of Public Convenience and Necessity after the effective date of The Telecom Act of 1996, to provide local exchange telecommunications service for a geographic area specified by such carrier within the State of Missouri.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Discontinuance of Service: Temporary (10 days or less) disconnection of telecommunications service.

Installation or Service Connection Charge: A non-recurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service.

Joint User: A person, firm or corporation which is designated by the Customer as a user of local exchange service furnished to the Customer and to whom a portion of the charges for the services will be billed under a joint user arrangement as specified herein.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: The geographical area in which calls are not charged long distance or intraLATA rates.

Local Exchange Carrier (LEC): Refers to the dominant local exchange carrier in an area also served by the Company, e.g., Southwestern Bell.

Network: The Company's facilities, equipment, and services provided under this Tariff.

NSF Check: Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: e.g., non sufficient funds, uncollectible funds, account closed, account frozen, no account.

Tariff: The rates, charges, rules and regulations adopted and filed by the Company with the Missouri Public Service Commission.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continues for the agreed upon duration of the service.

User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Company.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Missouri.
- 2.1.2 The Company shall be responsible only for the installation, operation and maintenance of the service that it provides. The responsibility of the Telephone Company shall be limited to the provision of services under this Tariff and to the maintenance and operation of such service in a proper manner.
- 2.1.3 Customers and end users may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.1.4 Services are provided 24 hours daily, seven (7) days per week unless otherwise stated.

**2.2 Limitations**

- 2.2.1 The Customer may not assign or transfer the use of services provided under this tariff except, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
  - A. another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee expressly assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
  - B. a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee expressly assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.2 Limitations (Cont'd)**

- 2.2.2 In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations conditions contained in this tariff shall apply to such assignee or transferee. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly liable with the assignee or transferee for any obligations existing at the time of assignment or transfer.

- 2.2.3 The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.2.4 The services offered under this Tariff are subject to the ability to secure and retain without unreasonable expense, suitable facilities and rights for construction, and subject to the provisions of this Tariff.
- 2.2.5 Subject to compliance with the above-mentioned rules, where a shortage or availability of facilities or equipment exists and is insufficient to meet the service requirements of a Customer either for temporary or protracted periods, the services offered herein will be provided to customers on a first-come, first-served basis per date of service order.

**2.3 Use**

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.4 Prohibited Uses**

- 2.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.4.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for share use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions. These offerings may be resold only by telecommunications companies who are certificated by the Missouri Public Service Commission.
- 2.4.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

**2.5 Liability of the Company**

- 2.5.1 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.
- 2.5.2 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 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.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.5 Liability of the Company (Cont'd)**

- 2.5.3 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.
- 2.5.4 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.
- 2.5.5 Under no circumstances whatsoever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special, punitive, or consequential damages, however caused, and regardless of theory of liability.
- 2.5.6 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.
- 2.5.7 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.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.5 Liability of the Company (Cont'd)**

- 2.5.8 The Company shall not be liable for, 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.
- 2.5.9 The liability of the Company for errors in billing that result in overpayment by the Customer 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.
- 2.5.10 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.
- 2.5.11 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; or in combination of use by Company-provided facilities with Customer-provided facilities or services;
  - B. 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;
  - C. unlawful or unauthorized use of the service or the Company's facilities;
  - D. any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities.



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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.5 Liability of the Company (Cont'd)**

- 2.5.12 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 the Customer; such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- 2.5.13 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.
- 2.5.14 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 the 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.

**2.6 Obligations of the Customer****2.6.1 Customer Responsibilities**

The Customer shall be responsible for:

- A. The payment of all applicable charges as set forth in this tariff. The responsibility is not changed due to any use, misuse or abuse of the Customer's service or Customer-provided equipment by Users or third parties.
- B. All costs incurred as a result of unauthorized use of the Network;
- C. Any charges related to the suspension and/or termination of service;
- D. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations, or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.6 Obligations of the Customer (Cont'd)****2.6.1 Customer Responsibilities (Cont'd)**

- E. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper environment on such premises.

**2.7 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.

**2.8 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility. 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.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.9 Payment for Service**

- 2.9.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted, at their service location. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.
- 2.9.2 Bills are due and payable on the due date of the monthly bill, but no less than twenty-one (21) days after the post mark shown on the monthly 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.
- 2.9.3 Fixed recurring charges shall be billed in advance after the Service date is determined and will be due no later than twenty-one (21) days after the postmarked date on the bill. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than twenty-one (21) days after the postmarked date on the bill. Nonrecurring charges will appear on the first bill following the request for service by the Customer.
- 2.9.4 Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All non-recurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- 2.9.5 The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted, at their service location. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.
- 2.9.6 Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of a Customer's account and no utility shall be required to issued additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instruments.
- 2.9.7 The Company may assess a charge for dishonored checks in accordance with tariffs approved by the Commission.

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.10 Billing Disputes**

- 2.10.1 If the Customer has a dispute with their bill, the Company will investigate the complaint and work to resolve it with the Customer. If the Customer does not agree with the Company's findings, they may ask the Commission to investigate their dispute. The Customer should contact the Missouri Public Service Commission, located at 301 West High Street, Room 530, Jefferson City, Missouri 65101, toll free at (800) 392-4211 to file an informal complaint.
- 2.10.2 If the Customer's complaint can not be resolved informally, they may file a formal complaint in writing with the Missouri Public Service Commission at their mailing address: P. O. Box 360, Jefferson City, Missouri 65102.
- 2.10.3 The Missouri Office of the Public Counsel also represents the public before the Commission, and is located at 301 West High Street, 2nd Floor, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4587.
- 2.10.4 The Company will comply with a request from the Commission for information on the Customer's dispute in a timely manner.

**2.11 Credit**

The Company, in order to assure that payment of its charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit. If an applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the applicant furnishes a deposit.

If the Company finds that the applicant for service has failed to pay the Company for past telephone service of the same class being requested, the Company may refuse to provide service unless the applicant, at the option of the Company, pays the past due bill and/or furnishes a deposit.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three (3) years.

The Company, upon request of its Customers, will provide acceptable options in order to pursue any billing or credit disputes.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this tariff as to the payment of bills and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.12 Deposits**

- 2.12.1 The Company does not normally require customers to pay deposits. Should a Customer be disconnected for non-payment of a bill, the Company reserves the right in a situation where the account appears to be a high risk to collect a deposit pursuant to 4 CSR 240.33.050 of the Commission's rules before reconnecting the account. The maximum amount of any deposit shall not exceed the equivalent of the Customer's estimated liability for two months usage.

Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company.

The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded. When the Company requires a deposit from a Customer, interest will be paid to the Customer at the prevailing rate set by the Commission, currently 9%.

The Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. The Company will refund, with accrued interest, all deposits promptly if the Customer pays all undisputed charges for twelve (12) billing cycles.

The Company will allow a Customer who is charged a deposit to pay it in two (2) consecutive equal monthly installments. The amount of the deposit shall appear on the Customer's monthly bill.

**2.13 Credit Allowance****2.13.1 Credit Allowance – Services Other Than Directory**

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 2.5 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 within the Customer's control. 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.

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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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.13 Credit Allowance (Cont'd)****2.13.1 Credit Allowance – Services Other Than Directory (Cont'd)**

The following allowances are provided for interruptions in service, as specified for services furnished by the Company:

- A. When a Customer's service is interrupted and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or after being found by the Company to be out of service (whichever occurs first), an adjustment will be made to the Customer's account in accordance with B below of this rule. The length of such service interruptions shall be computed on a continuous basis, Saturdays, Sundays and holidays included. For the purpose of administering this regulation, every month is considered to have thirty (30) days.

This rule does not apply if the service interruption:

1. occurs as a result of a negligent or willful act of on the part of the Customer;
2. occurs as a result of a malfunction of Customer-owned telephone equipment;
3. occurs as a result of acts of God; military action, wars, insurrections, riots or strikes; or
4. is extended by the Company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

- B. If a service interruption remains out of order in excess of twenty-four (24) hours after being reported, appropriate adjustments or refunds shall be made to the Customer, upon the Customer's request. The refund to the Customer shall be the pro rata part of the month's charge for the period of days and that portion of the service and facilities rendered useless or inoperative. The refund may be accomplished by a credit on the subsequent bill for telephone service.

**2.13.2 Credit Allowance – Directory**

Subject to the provisions of this rule, the Company shall allow for error or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

- A. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.13 Credit Allowance (Cont'd)****2.13.2 Credit Allowance – Directory (Cont'd)**

- B. For listings and lines of information in alphabetical telephone directories furnished at additional charges, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
- C. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or, omission continued.
- D. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

**2.14 Discontinuance of Service by Customer**

The Customer may cancel any of the service offerings in this Tariff by notifying the Company.

**2.15 Discontinuance of Service by Company****2.15.1 Discontinuance for Nonpayment**

In the event that the Customer fails to pay the bill owed to the Company within the designated time allowed, the service may be temporarily disconnected. The Customer must pay any outstanding charges plus a reconnection fee to reestablish service. Should the service be disconnected for a time longer than ten (10) days, the Customer must pay all outstanding charges and establish new service which includes new service charges.

**2.15.2 Discontinuance for Reasons Other Than Nonpayment**

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the facilities of service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.15 Discontinuance of Service by Company (Cont'd)****2.15.2 Discontinuance for Reasons Other Than Nonpayment (Cont'd)**

- B. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination for the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
- C. In the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification, or
- D. If it is determined that facilities have been abandoned, the Company may terminate the service, or
- E. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized or fraudulent use of the facilities of service received from the Company. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
  - 1. The use of facilities or service of the Company without payment of tariff charges;
  - 2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons;
  - 3. The use of profane or obscene language may at the Company's option result in disconnection of service or further communication with the individual on a written communication only basis;
  - 4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.

Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.15 Discontinuance of Service by Company (Cont'd)****2.15.3 Insufficient Cause for Discontinuance or Refusal of Service**

- A. Failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant;
- B. Failure to pay charges for directory advertising;
- C. Failure of the Customer to pay the long distance portion or other charges on the phone not directly related to local service will not be cause to disconnect local service.

**2.15.4 Other Provisions**

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this tariff without incurring any liability.

Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend business service under this tariff without incurring any liability.

The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's rules and regulations and the Regulations of the Commission which specify the priority system for such activities.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.15 Discontinuance of Service by Company (Cont'd)****2.15.5 Discontinuance Procedures**

The Company shall adhere to the following rules of the Missouri Public Service Commission when discontinuing service to a Customer:

- A. The Company may not discontinue service unless written notice by first-class mail is sent or delivered to the Customer at least five (5) days prior to the date of the proposed discontinuance. The notice of discontinuance shall be delivered separately from any other written matter or bill.
- B. The Customer shall have a minimum of twenty-one (21) days from the rendition of a bill to pay the charges stated.
- C. Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.
- D. The Customer must pay the bill by the date shown on the late notice or may be subject to interruption of service.
- E. At least twenty-four (24) hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise them of the proposed discontinuance and what steps must be taken to avoid it.
- F. 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 Company offices are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- G. Service shall not be discontinued, and shall be restored if discontinued, for any reason which is the subject of a dispute or while such dispute or complaint is pending and the complainant has complied with the provisions of these sections.
- H. Service shall not be discontinued for an amount due the Company which has not been included in a discontinuance notice.
- I. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

**2.15.6 Certificate of Illness**

The Company shall postpone discontinuance of telephone service for thirty (30) days to customers who can demonstrate that disconnection of service would be especially dangerous to his/her health. The Company will take the circumstances into consideration and offer extended payment arrangements to avoid disconnection.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.15 Discontinuance of Service by Company (Cont'd)****2.15.7 Restoral of Service**

- A. When service has been discontinued, the Company may charge and collect the restoral charge, if any, set forth in its rules, regulations or terms and conditions of service which are on file with the Commission.
- B. When a Customer's telephone service has been temporarily disconnected for a period of ten (10) calendar days that service will be permanently disconnected, unless special payment arrangements are initiated by the subscriber and agreed to by the Company. Once the service has been permanently disconnected, an application for new service will be required. Prior to the installation of service, payment of delinquent amount due, a reconnection charge, and a deposit may be required.

**2.16 Telephone Surcharges/Taxes**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the Customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, and taxes (however designated) (including without limitation 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 Network Services. Fees, charges, and taxes imposed by the city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

**2.17 Provision of Directories**

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information as is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer may be furnished with an additional charge.

**2.18 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for Maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 2 – RULES AND REGULATIONS – CONT'D****2.19 Service Implementation**

Absent a promotional offering, a non-recurring service installation charge, as set forth in Section 4 of this Tariff, will apply to new service orders or to orders to change existing services.

**2.20 Restoration of Service**

A non-recurring restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed. The charge may found in Section 4.1 in this tariff.

**2.21 Application of Credits for Interruptions in Service**

2.21.1 Credits for interruptions in 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. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that the billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities that are interrupted will receive a credit.

2.21.2 For calculating credit allowances, every month is considered to have thirty (30) days.

**2.22 Local Number Portability**

Pursuant to the decision in F.C.C. 95-116, the Company shall permit a Customer to whom the Company has furnished a Local Exchange Service telephone number to "port" such number to a new provider of such service through the use of the remote call forward ("RCF") capability of the Company's switch.

**2.23 Number Intercept**

Pursuant to 4 CSR 240-32.050(5), the Company will provide interception of a customer's former telephone number and give out the new number, at no charge to the customer, if the Customer requests this service.

**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE****3.1 Local Exchange Services****3.1.1 General**

The Customer may purchase basic local telecommunications service as well as additional features at the Customer's option.

**3.2 Service Offerings****3.2.1 Local Exchange Service**

Local Exchange Services consist of the services offered pursuant to this tariff. Local Exchange Services provide a Customer with a connection to the public switched network which enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access interLATA/interstate, and international calling services provided by the Company or by other certificated common carriers;
- C. access the Company's operator and customer service center for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling. There is no charge for accessing 9-1-1 service.
  1. At the time the Company provides basic local service to a Customer by means of a cable pair the Company leases from the incumbent LEC, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 9-1-1 service provider's equipment in order to accurately and properly update the database for 9-1-1.
  2. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the 9-1-1 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
  3. The Company will collect 9-1-1 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.2 Service Offerings (Cont'd)****3.2.1 Local Exchange Service (Cont'd)**

Local Exchange Services can be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services can be blocked by the Company's switch at the Customer's request. MGC does not charge for any blocking service.

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premises and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables the Customer to access the service of long distance carriers. The Company will allow Customers the choice of both intraLATA and interLATA interexchange carriers.

**3.2.2 Non-Recurring, Recurring Charges and Surcharges**

- A. The Company assesses non-recurring Service Connection Charges and Monthly Recurring Charges, as well as End User Common Line Charges and applicable governmentally imposed surcharges and taxes.
- B. Rates and charges are as specified in Section 4. All rates and charges are subject to such changes and modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.

**3.3 Service Charges****3.3.1 Charges for Establishing Service**

Service Connection Charges are non-recurring charges which apply to ordering, installing or changing of local telephone service. One or more Service Connection Charges may apply to each Customer order depending upon the work functions performed. Work functions that cause the application of Service Connection Charges are specified below.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.3 Service Charges (Cont'd)****3.3.2 Description of Charges****A. Non-Recurring Charges**

1. Line Connection Charges – Applies to activity charge associated with, but not limited to loop assignment, line and number assignment, C.O. cross-connect and line testing.
  - (a) A charge for each New Line applies when service is established.
  - (b) A charge for transferring service applies for additional lines after the first line. The first line transferred is included in the Service Order Charge.
  - (c) A line connect charge (per line) applies when a Customer converts from another telephone company to MGC service.
  - (d) A charge applies for each additional telephone number change after the first number.
2. Service Order Charges – Applies to receiving, recording and processing information necessary to execute a Customer's request to connect, move or change telephone service. This charge applies to activity required to change telephone service. This charge applies to activity required to change or establish service.
  - (a) A service order charge applies when service is initially established.
  - (b) A service order charge applies for adding additional lines to an existing service.
  - (c) A service order charge applies for the Transfer of existing service on the first line transferred. Each additional line transferred on the same service order will receive only a Line Connect charge.
  - (d) A service order charge per order applies when a Customer converts from another telephone company to MGC service.
  - (e) A service order charge applies for the first telephone number changed per the Customer's request. Additional number changes will incur only a Line Connection charge.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.3 Service Charges (Cont'd)****3.3.2 Description of Charges (Cont'd)****A. Non-Recurring Charges (Cont'd)****2. Service Order Charges (Cont'd)****(f) Other Service Order Charges:**

- I. Change existing services includes changing features or class of service; e.g., a business line to trunk service;
- II. Restoration of service for temporarily suspended service (utility initiated). Service that has been disconnected will be treated as a new service.

**3. Record Order Charge – Applies to receiving, recording and processing information necessary to execute a Customer's request where only Customer, Company business office, directory or billing records are involved.****(a) Record Change Charge (per line) – changing subscriber information.**

- (b) Primary Inter- Intraexchange Carrier Change Charge (PIC Change Charge)**  
– Applies each time an end user changes their interLATA or intraLATA interexchange carrier. This charge is designed to cover costs incurred to change interexchange carriers in the billing and switching systems.



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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.3 Service Charges (Cont'd)****3.3.3 Maintenance Visit Charges**

The Maintenance Visit Charge applies for time spent on a Customer's premises by a Company employee or its Agent during which it is determined that a service difficulty or trouble reported results from Customer-provided terminal equipment and/or communications systems to the telecommunications network.

The time period for which the Maintenance Visit Charge is applied will commence when Company personnel arrive at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request, as further described in this Section.

The minimum charge for a Maintenance Visit Charge is one hour.

For purposes of this Section, Basic Time refers to the period when services are performed by the Company on business days during regularly scheduled work hours. Overtime refers to the period when services are performed by the Company on business days but outside of regularly scheduled work hours. Premium Time refers to the period when services are performed by the Company on non-business days, such as weekends and Company holidays.

The following charges may be applied:

- A. Premises Visit Charge – Applies to each trip to the Customer's premises for work performed or trouble identified on the Customer's side of the demarcation point. The charge also applies when no trouble is found. The Premises Visit Charge is waived if trouble is found to be in the Company's equipment (e.g., on the Company's side of the demarcation point).
- B. Premises Labor Charge – Applies to connect or modify lines or equipment at the Customer's location. Charges are based upon the time spent at the Customer's premises. Premises Labor Charges apply during regularly scheduled work hours (8 AM to 5 PM Monday through Friday).
- C. Missed Appointment Charge – Applies to each Customer's request for a premises visit when the Customer or an adult consenting to the work to be done is not available to allow access for the technician.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE - CONT'D****3.4 Directory Assistance**

The Company provides Directory Assistance and other Operator Services through its agreements with the LECs it interconnects with. Rates are found in Section 4.

**3.4.1 Directory Assistance Exemption**

A Customer's service may be exempt from Directory Assistance charges if it is provided for the use of an individual who is unable to use a telephone directory due to visual or other physical limitations. Disabled persons may self-certify as to their physical inability to use telephone directories by providing to the Company a completed exemption form certifying the applicant's impairment. The exemption form can be obtained by contacting any Company business office.

A single line business service will be exempted when it is provided to a small business where the proprietor and all regular employees have certified in the manner described above, that they can not use a directory. Upon receiving a specific request, the Company may extend this exemption to a Customer who employs a disabled individual who needs access to Directory Assistance to perform his or her job. Each month, the Customer will submit to the Company a letter stating the number of directory assistance calls made by the disabled individual. The Company, upon receipt of the letter, will credit the Customer's account for the number of directory assistance calls made by the disabled individual.

An individual, who has certified in the manner described above, may make a Directory Assistance call from any telephone and charge such calls to his or her exempt telephone number or credit card. No charge will apply to this type of call.

The Directory Assistance exemption is intended for the Customer's personal use only and is not to be used on behalf of any other individual or business or for any other improper purpose. If the Company determines that the exemption is being used for any improper purpose, the Company may revoke the exemption and impose the appropriate charges for previously and improperly made calls.

A Customer qualifying for exemption from Directory Assistance charge is also exempt from Directory Assistance Call Completion.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.4 Directory Assistance (Cont'd)****3.4.2 Directory Listings**

The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant local exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Customers shall also receive a free, in-column line listing in the LEC's Yellow Pages under the appropriate Yellow Page Heading.

Each Listing Added or Altered, Other Listings (Line of Information, Reference, Cross Reference or combination, Listings in Different Directories or Duplicate Listings), Additional listings or non-published listings may be provided for a monthly recurring charge as referenced in Section 4. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges. A Joint User, another person or business who shares an office, may have their own listing in the directory for the additional monthly charge found in Section 4.1.

**3.4.3 Operator Services**

The Company's operator services are provided to customers through an agreement with the LEC. 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.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 - DESCRIPTION OF SERVICE - CONT'D**3.4 Directory Assistance (Cont'd)3.4.3 Operator Services (Cont'd)A. Operator Services (Cont'd)

1. The Company will provide Intrastate IntraLATA Operator Services for dialed 0-toll calls.
  - 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 the Commission for the Company shall appear on Company bills.
  - e. All such calls will appear as Company calls.
  - f. The Company will employ reasonable calling card verification procedures, acceptable to the Telephone Company issuing the calling card.
  - 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 other authorized interexchange companies if billing can list the caller's actual origination point.
  - i. The Company will refuse operator services to traffic aggregators, which block access to other companies.
  - j. The Company will assure that traffic aggregators will post and display information including: (i) that the Company is the operator service provider; (ii) detailed complaint procedures; and (iii) instructions informing the caller on procedures to reach other authorized interexchange companies.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.5 Centrex Service**

Centrex Business Line is a switch center-based telephone system that eliminates the need for on-premise switching equipment such as a key system or PBX. A portion of the switching center equipment is set aside for each Centrex subscriber. This provides the Centrex station users internal communications capabilities with the Centrex Service group, as well as access to the public network. Each Centrex Business Line user has a separate telephone number and is automatically assigned a separate telephone line. Like in a PBX, Centrex users dial access codes (e.g., "9") to connect to users outside their own system. Centrex Business Line users also share access to groups of trunks and special facilities, tie lines and long distance facilities.

The Customer will be charged for an individual network access line.

The following features are available at the Customer's choice:

- 3.5.1 Call Forward – Allows incoming calls to a Centrex Business Line station to be automatically forwarded to another telephone number. There are three variations of Call Forward: (1) forward all calls, (2) forward when busy, or (3) forward when no answer.
- 3.5.2 Call Forwarding/Busy – Permits the Customer to have all incoming calls automatically forwarded to a predetermined telephone number when the Customer's line is busy.
- 3.5.3 Call Forwarding/No Answer – Permits the forwarding of incoming calls when the Customer's Line remains unanswered after a designated number of lines. The number of rings and the forwarded number are predetermined by the Customer order.
- 3.5.4 Call Forwarding-Group Busy – This feature is programmed on the pilot of the hunt group and activates VF-Group Busy on each individual line within that specific hunt group.
- 3.5.5 Call Pickup – Allows one party to dial a code and pickup another party's ringing telephone thus connecting the calling party with the party that dialed the code. The pickup can be directed to any person within a call pickup group or to a specific station number.
- 3.5.6 Call Transfer – Allows a station to hold and transfer calls. During the transfer the transferring and receiving stations talk privately. Call Transfer allows station users to transfer a direct inward call to a telephone number inside or outside the Customer group. The station user who hangs up may then originate and receive calls. This feature may be selectively denied from certain stations.

Charges between the originating location and the DID-DOD transfer equipped Centrex Business Line station will be responsible for applicable charges from the Centrex station to the telephone number that answers the transferred call. All local and toll charges are applicable in accordance with regularly filed tariff schedules.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.5 Centrex Service (Cont'd)**

- 3.5.7 Call Waiting – an incoming call encountering a busy station receives audible ringing. The called busy station receives a call waiting tone and may then acknowledge the incoming caller, place the existing caller on hold, then alternate between callers or abandon one of the calls. Call Waiting has three configurations depending on the station users needs: (1) CW – Incoming only, (2) CW – Originating, or (3) CW – Terminating.
- 3.5.8 Conferencing (Three Way Calling) – allows a station to conduct the following configurations: (1) two other system stations, (2) one system station and one outside party, or (3) two outside parties.
- 3.5.9 Speed Calling (8) – allows each station user to place calls to its own previously designated electronic list of 8 frequently dialed numbers.
- 3.5.10 Station-to-Station Dialing – allows a station user to dial another station within the same Multi-Line Service customer group using just the last four digits of the telephone number.
- 3.5.11 Consultation Hold – allows the user to place the original party on hold and talk alternately with a second party.
- 3.5.12 Assume Dial "9" – this service eliminates the need for a subscriber to dial the digit "9" before accessing the telephone numbers outside of his Multi-Line Service/customer group. The term "customer group," when used in connection with this service is defined as a group of lines sharing identical intercom and network access dialing as separate customer groups for purposes of determining appropriate rates and charges.
- A. Assume Dial "9" is available only with Centrex Business Line Service.
- B. This service is available when local exchange service is provided from central office switches. Data base changes required to accommodate changes to station number digits, feature codes, and/or network routing revisions, will be performed at the charge for Change of Existing Services in Section 4.
- 3.5.13 Call Park (CP) – This feature allows the placement of a caller into a holding pattern on a particular line/station. During a phone conversation, the Customer enters the CP activation code. To retrieve the parked call, the Customer enters the CP retrieval code and the station number on which the call was parked.

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.5 Centrex Service (Cont'd)**

3.5.14 Last Number Redial – Allows customers to re-dial the last called number by pressing a single key rather than dialing the entire number. To activate this feature, the Customer will off-hook and enter the activation code. In the case of three-way calling, the called number dialed for the second leg of the call is stored.

3.5.15 Permanent Hold (PH) – Allows customers to place a caller on hold without the use of a "hold" key. During a phone conversation, the Customer presses the flash-hook key and the PH activation code. The caller is then placed on hold at the specific station. The Customer will hear a confirmation tone and the caller will hear silence. At that time, the Customer may place another call or hang up. Reminder ringing is also available. The caller is retrieved when the Customer picks up the handset. Permanent Hold is not available during a three-way call.

3.5.16 Ring Again – Upon receiving a busy signal when placing a call within their customer group, the Customer may invoke the feature and hang up. When the busy party becomes idle, the Customer is automatically called back. If the called party answers, the original call is set up again. If the called party's set again becomes busy before the call is set up, the feature is deactivated and the Customer must place the call again. A deactivation code may be entered to discontinue the feature.

**3.6 Trunk Service****3.6.1 Private Branch Exchange (PBX) or Two-Way Trunk Service**

MGC offers customers a Network Access line with measured usage for PBX trunk service. PBX Trunks are an arrangement of equipment, consisting of switching apparatus with attendant's telephones, trunks to a central office and stations connected with the switching apparatus, thereby providing for telephone interconnection between these stations, and also communication with the general exchange system.

A. The Customer will be charged for an individual network access line.

B. Nonrecurring Charges established for business lines in Section 4.1 apply for installation of PBX trunks.

BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.6 Trunk Service (Cont'd)****3.6.2 Direct Inward Dialing (DID) to PBX Systems**

- A. DID is a central office based service that permits incoming calls to reach Customer-provided Private Branch Exchanges (PBX) equipment without the assistance of an attendant or otherwise provides for unique identification of the call based on digits sent to the Customer premises equipment by the central office. The central office will outpulse digits to the Customer premises equipment which can further process the calls as desired.
- B. Additional DID numbers can be reserved for future use by ordering numbers at rates specified in Section 4 following. The Company does not guarantee to provide reserved numbers in a consecutive order. The Company will be responsible for interception and administration of these numbers.
- C. DID service is designed for voice communication and not for the transmission of data.
- D. Installation charges for establishing a DID trunk group and the first group of 20 numbers are listed under Central Office Services in Section 4.1 of this tariff.

**3.6.3 Direct Outward Dialing (DOD)**

Provides recognition, by the exchange telephone network, of the capability in a PBX for direct outward dialing to an outside station without attendant assistance, usually set up with a dial "9."

- A. Nonrecurring Charges established for business lines in Section 4.1 apply for installation of DOD trunks.

**3.7 Customer Owned Pay Telephone (COPT) Service**

Customer Owned Pay Telephone Service (COPT) is a one-party exchange service equipped for Touch-Tone signaling, and is the only service authorized for connection with Customer-provided pay telephone equipment. MGC offers only the basic COPT line.

Rates for COPT lines may be found in Section 4.



BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.8 Central Office Features**

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features.

- 3.8.1 Call Forwarding – Permits the Customer to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operations at the Customer's discretion.
- 3.8.2 Call Forwarding/Busy – Permits the Customer to have all incoming calls automatically forwarded to a predetermined telephone number when the Customer's line is busy.
- 3.8.3 Call Forwarding/No Answer – Permits the forwarding of incoming calls when the Customer's line remains unanswered after a designated number of rings. The number of rings and the forwarded number are predetermined by the Customer order.
- 3.8.4 Call Forwarding - Group No Answer – This feature is programmed on the pilot of the hunt group and activates CF No Answer on each individual line within that specific hunt group. This provides the Customer with savings – rather than paying for CF NA on each individual line.  
  
Call Forwarding/Group No Answer is not available to business Centrex customers (due to provisioning reasons). Call Forward No Answer is programmed on each line within the hunt group for Centrex customers. This feature is included in the Centrex feature package.
- 3.8.5 Call Forwarding- Group Busy – This feature is available to both business and Centrex customers. This feature is programmed on the pilot of the hunt group and activates VF-Group Busy on each individual line within that specific hunt group. This provides the Customer with savings. This feature is included in the Centrex feature package.
- 3.8.6 Remote Call Forwarding – Allows calls to be forwarded from previous LEC telephone number to MGC telephone number.
- 3.8.7 Call Waiting/Cancel Call Waiting – Call Waiting permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook. Cancel Call Waiting allows a Customer to disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Cancel Call Waiting is automatically deactivated when the Customer disconnects from the call.
- 3.8.8 Speed Dial 8 – Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. This feature is available as an eight code list.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.8 Central Office Features (Cont'd)**

3.8.9 Three-Way Calling - Allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

3.8.10 Repeat Dialing – Permits the Customer to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

3.8.10 Return Call – Allows the Customer to return a call to the last incoming call whether answered or not. If the line is busy, Return Call places your call next in line and rings you back when the line is no longer busy.

**3.9 Advanced Custom Calling Features**

3.9.1 Caller ID - The Company will offer Caller ID Service where facilities and operating conditions permit and where the Company receives the telephone number of the party that originated the call from the carrier(s), if any, that delivered the call to the Company. Caller ID Service allows the Customer, using Customer Premises Equipment of the Customer's choice, purchased at the Customer's expense, to display the Calling Party Directory Name and Number (CPN) on incoming telephone calls. When a Caller ID is activated on a Customer's line, the CPN of incoming calls appears on the Customer's display unit during the first long, silent interval of the ringing cycle.

Per line blocking will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company:

- A. private, nonprofit, tax exempt, domestic violence intervention agencies; and
- B. federal, state, and local law enforcement agencies.

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BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.9 Advanced Custom Calling Features (Cont'd)****3.9.1 Caller ID (Cont'd)**

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis, but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer-Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

BASIC LOCAL EXCHANGE SERVICES

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.9 Advanced Custom Calling Features, (Cont'd)****3.9.1 Caller ID (Cont'd)**

The Company will not transmit to the Customer the telephone number or name of a calling party that has blocked the display of such information. The Company's provision of this service is subject to the jurisdiction and decisions of the Missouri Public Service Commission.

**3.10 Miscellaneous Services****3.10.1 900/976 Blocking**

Calls to caller-paid information services (e.g. 900, 976), can be blocked by the company's switch and will be offered at no charge in all exchanges where facilities and conditions permit. If per line blocking is not available in a particular switch (either of the Company or the underlying LEC if service is provided via resale), then all 900/976 calls will be blocked at that switch. MGC does not charge for blocking or unblocking of 900/976 calls.

**3.10.2 Toll Restriction Service**

Toll Restriction Service enables a Customer, by means of Operator identification and/or screening, to:

- A. Restrict outgoing toll calls from station users to only those calls that are charged to the called telephone, a third number, or a calling card account and is available where facilities permit.
- B. Prevent incoming collect and third number billed calls from being billed to the Customer. Operator screening of incoming collect and third number billed calls is limited to operator service providers that access a validation data base and therefore, cannot be guaranteed.
- C. There is no charge to the Customer to have Toll Restriction added or removed from the Customer's line.

**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 3 – DESCRIPTION OF SERVICE – CONT'D****3.10 Miscellaneous Services (Cont'd)****3.10.3 Vanity Number Service**

Customers can request/reserve a specific personalized telephone number, other than the telephone number originally offered, if the number is available. The Customer has no proprietary right in the number, and the Company may make such reasonable changes in the telephone number as the requirements of the service may demand. If the Company finds it necessary to change the Customer's Personalized Telephone Number, the Customer will be allowed to choose another personalized number.

**3.10.4 9-1-1 Telecommunications Service**

At the time the Company provides basic local service to a Customer by means of a cable pair that the Company leases from the incumbent LEC, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.

The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310.

**3.10.5 Collocation Space and Charges**

The Company offers collocation services to Information Services Providers (ISP). An ISP collocates equipment at the Company's location(s), which is in turn connected to the Company's host switch site for the purpose of transmitting data across a public switched network. These ISPs in turn provide Internet services to end-users that may or may not be customers of the Company.

**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES****4.1 Rates****Local Exchange Service**

	<u>Recurring Charges</u>
Business Access Line	\$40.00

**Line Connection Charges**

	<u>Non-Recurring Charges</u>
New Service Per Line	\$15.00
Transfer of Service-Additional Lines	\$15.00
Conversion From Another Telephone Company to MGC	\$15.00
Change Telephone Number-Additional Lines	\$15.00

**Service Order Charges**

	<u>Non-Recurring Charges</u>
New Service	\$35.00
Add Additional Lines After Initial Order	\$35.00
Transfer of Service-First Line	\$35.00
Conversion From Another Telephone Company to MGC	\$35.00
Change Telephone Number-First Line	\$35.00
Change Existing Services	\$15.00
Restoration Charge for Suspension of Service Per Line	\$55.00

**Record Order Charges**

	<u>Non-Recurring Charges</u>
Record Change Charge Per Line	\$5.00
PIC Change	\$5.00

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 4 – RATES – CONT'D****4.1 Rates (Cont'd)****Maintenance Charges**

	<u>Non-Recurring Charges</u>
Premises Visit Charge	\$25.00
<i>Labor Charge</i>	
Basic Time - First Hour	\$80.00
Overtime – First Hour	\$100.00
Premium Time – First Hour	\$120.00
Each Additional ¼ Hour	\$20.00
Missed Appointment Charge	\$25.00

**Directory Listings**

	<u>Recurring Charges</u>
Additional Listings	\$2.45
Non Published Service	\$1.60
Non Listed Service	\$1.20
Joint User Listing	\$1.00

**Operator Services**

	<u>Per Call</u>
Directory Assistance – Local Calling Area	\$0.45
Directory Assistance – National	\$0.95
Directory Assistance Call Completion	\$0.30
Person-to-Person	\$2.40
Station-to-Station	\$1.10
Customer Dialed Calling Card	\$0.70
Busy Line Verification	\$1.20
Emergency Interrupt	\$1.85

Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 4 – RATES – CONT'D****4.1 Rates (Cont'd)****Centrex Service**

	<u>Recurring Charges</u>
Access Line	\$43.00

**Central Office Services**

	<u>Recurring Charges</u>
PBX Trunk (Two-Way)	\$40.00
DID Per Trunk	\$42.00
DOD Per Trunk	\$40.00
Establish Trunk Group (Inc. 20 Numbers) *	\$100.00
Additional DID Numbers	\$20

**Customer Owned Pay Telephone (COPT) Service**

	<u>Recurring Charges</u>
Payphone	\$40.00

**Central Office Features**

	<u>Recurring Charges</u>
Call Forwarding	\$5.50
Call Forwarding/Busy	\$2.50
Call Forwarding/No Answer	\$2.50
Call Forwarding Group/No Answer	\$2.50
Call Forwarding Group/Busy	\$2.50
Remote Call Forward	\$45.50
Call Waiting/Cancel Call Waiting	\$7.00
Speed Dial 8	\$3.50
Three Way Calling	\$3.50
Repeat Dialing	\$3.50
Return Call	\$3.50

\* Indicates a product or service with a Non-Recurring Charge.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 4 - RATES - CONT'D****4.1 Rates (Cont'd)****Advanced Custom Calling Feature**

	<u>Recurring Charges</u>
Caller ID	\$7.50

**Miscellaneous Services**

	<u>Recurring Charges</u>
Vanity Numbers	\$2.00

**Collocation Services**

	<u>Recurring Charges</u>
<i>Collocation Services</i>	
Installation Per Port *	\$40.00
Rack Installation Charge *	\$500.00
Monthly Collocation Space Charge	\$300.00
Monthly Digital Link	\$22.50

\* Indicates a product or service with a Non-Recurring Charge.

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Issued: June 9, 2000

Effective: July 24, 2000

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**SECTION 4 – RATES – CONT'D****4.2 Customer Bills**

The Company shall be identified on each bill. The Customer shall be identified by name, address (or billing address if different), telephone or account number. A subscriber's bill will include an itemization of all charges and the type of service. The Customer will be informed as to how to pay their bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. Where the Company uses a billing agent, the name of the billing agent will be provided. Each bill for telephone service will contain notations concerning the following areas:

1. due date of bill and total amount due and payable;
2. billing detail including the period of service covered by the bill;
3. any unpaid amounts from previous bills;
4. any credits or charges applied to the account during the current billing period;
5. late payment charge and when applied;
6. applicable taxes;
7. an explanation of any codes or abbreviations used;
8. network access for interstate calling;
9. network access for intrastate calling;
10. itemization of toll calls and toll billing details.

The Customer's bill will contain an itemized listing of the basic and optional services subscribed to and the monthly rate of each service.

A listing of current charges on a Customer's bill for local service shall include an itemization of all charges and the type of service, including all applicable local and state taxes, 911 surcharges, Federal End User and Telecommunications Relay charges.

Immediately following the section of the bill which includes toll charges shall be a statement that nonpayment of such charges may result in the disconnection of toll service and may be subject to collection action.

BASIC LOCAL EXCHANGE SERVICES

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**SECTION 4 – RATES – CONT'D****4.2 Customer Bills (Cont'd)**

A listing of current charges on a Customer's bill shall include all interexchange services or toll calls which are provided by the Company. The detail portion of the toll bill shall include:

1. The date and time of placement;
2. The destination, including city and state;
3. The telephone number called, including area code;
4. The rate applied;
5. The duration; and
6. The total charge.

Detailed customer billing information required to appear on the Customer's bill shall be retained by the Company for at least eighteen months.

**4.3 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, will be applied if payment is not received by the Telephone Company on or before the late payment 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.

**4.4 Returned Check Charges**

A NSF charge of \$25.00 applies for any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non sufficient funds, uncollectible funds, account closed, account frozen, no account.

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**BASIC LOCAL EXCHANGE SERVICES**

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**SECTION 4 – RATES – CONT'D****4.5 Telecommunications Relay Service**

The Company through its agreements with Southwestern Bell will provide Telecommunications Relay Service to those customers with disabilities which prevent them from using standard telecommunication facilities.

**4.6 Call Blocking Service**

Call Blocking Service prevents access to services that accumulate charges on the Customer's bill. The Company offers the following Call Blocking Services at no charge to the Customer:

900/976 Block	3 <sup>rd</sup> Party Block
Directory Assistance (411) Block	Collect Call Block
International Toll Block	

**4.7 Promotional Campaigns**

The Company may, from time to time, engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times, and/or locations, and shall be subject to prior notification and approval by the Commission.

Any such promotions will be submitted to the PSC for approval. A promotion may not run longer than one year.

The Company may discontinue, without notice, any promotion prior to the advertised ending date.