

TA-2000-23

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September 23, 1999

FILED

SEP 23 1999

Missouri Public
Service Commission

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

Re: Fiber Four Corporation, d/b/a Holway Long Distance
- Case No. TA-2000-~~134~~24
- Tariff File No. 0000219
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Dear Mr. Roberts:

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

PSC Mo. No. 1 Original Sheet 20
PSC Mo. No. 1 Original Sheet 23

PSC Mo. No. 1 Original Sheet 39

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

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By: *Sondra B. Morgan*

Sondra B. Morgan

SBM/k

Enclosures

cc: Office of Public Counsel
Ms. Sherri Murphy
Mr. Evan Copey
Ms. Phyllis Callahan

200000219

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.5 Obligations of the Customer (continued)

3.5.7. With respect to the Company's 800/888/877 Service, the Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the Service or any other Service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume, (2) average call duration, time-of-day characteristics, and (3) peak calling period. The Company, without incurring liability and without notice to the Customer, may disconnect or refuse to furnish Service to any Customer that fails to comply with these conditions.

3.5.8. Any mistakes, omissions, accidents, interruptions, delays, errors or defects in transmission or Service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in any liability to the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any Local Exchange Carrier labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to Services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

3.6 Billing and Payment Regulations

3.6.1. Service shall be provided and billed for on a monthly basis. Service shall continue to be provided until the Company's receipt of a request from the Customer for the disconnection of the Service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to charges for the Company's Service, the Customer shall pay any applicable Federal, state or local use, excise, sales or privileges taxes or assessments such as the Universal Service Fund. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

Issued: September 9, 1999

Effective: October 12, 1999

Issued by: Evan Copsey, Vice-President
Fiber Four Corporation, d/b/a Holway Long Distance
P.O. Box 112
Maitland, Missouri 64466

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

3. REGULATIONS (continued)

3.6 Billing and Payment Regulations (continued)

3.6.7. All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes), including Universal Service Fund assessments, whether charged to or against the Company or its Customer. Such taxes, fees, Universal Service Fund Assessments, etc, shall be paid by the Customer in addition to the charges stated in the tariff subject to Commission approval. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

3.6.7.A. If Customer seeks to have the Company re-institute Service, Customer shall pay to the Company prior to the time Service is re-instituted (1) all accrued and unpaid charges, and

3.6.7.B. a deposit, as determined by the Company.

3.6.8. The Company reserves the right, under federal law, to backbill for a period of up to two (2) years for an amount equal to the accrued and unpaid charges for use of the Company's Service actually made by Customer.

3.6.9. Customers billed by a Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), or other local exchange telephone company, on behalf of the Company, are responsible for any late payment charges imposed by the Local Exchange Carrier, Competitive Local Exchange Carrier, or local exchange telephone company.

3.7 Credit Allowances

3.7.1. Interruption of Service

3.7.1.A. Credit for failure of Service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

5. RATES (continued)

5.2 Direct Dialed Domestic Service (continued)

5.2.3.D. Option 2 provides the following discount periods:

- Monday through Friday, 8:00 AM up to but not including 5:00 PM - Day Period - Full Rate
- Monday through Friday, 5:00 PM up to but not including 11:00 PM - Evening Period - 20% Discount
- Monday through Friday, 11:00 PM up to but not including 8:00 AM - Night/Weekend - 35% Discount
- Saturday - Night/Weekend Rate Period - 35% Discount
- Sunday - 8:00 AM up to but not including 5:00 PM and 11:00 PM up to but not including 8:00 AM - Night/weekend - 35%
- Sunday - 5:00 PM up to but not including 11:00 PM - Evening Period - 20% Discount

5.3 Inbound (800/888/877) Toll Free Service

5.3.1. Domestic Inbound (800/888/877) Toll Free Service, using a Common Business Line (CBL) termination, is provided subject to the terms of this tariff.

- 5.3.1.A. Toll Free Service rates and charges are in addition to all other rates and charges paid by a Customer for all other Services of the local exchange carrier providing local service.
- 5.3.1.B. Discounts, if applicable, apply only to the actual qualified usage portion of the bill. When the application of the discount results in a fractional charge, the amount will be rounded to the nearest cent.
- 5.3.1.C. A non-recurring set up fee of \$7.00 per 800/888/877 number will apply.
- 5.3.1.D. Rate per Minute:
 - Peak Period: \$.20 per minute
 - Off-Peak Period: \$.20 per minute