

WILLIAM D. STEINMEIER, P.C.

2031 TOWER DRIVE
JEFFERSON CITY, MISSOURI (MO) 65109

WILLIAM D. STEINMEIER
ATTORNEY AT LAW
GOVERNMENTAL CONSULTANT
(573) 659-8672
FAX (573) 636-2305

MAILING ADDRESS:
POST OFFICE BOX 104595
JEFFERSON CITY, MISSOURI (MO)
65110-4595

MARY ANN YOUNG
ATTORNEY AT LAW
OF COUNSEL
(573) 634-8109
FAX (573) 634-8224

March 4, 2003

FILED²

MAR 04 2003

Missouri Public
Service Commission

Missouri Public Service Commission
Attn: Secretary of the Commission
200 Madison Street, Suite 100
P. O. Box 360
Jefferson City, MO 65102-0360.

RE: Case No. CN-2003-0266, Tariff Tracking No. *YC-2003-1455*
M I M. Telecommunications, Inc. d/b/a Ameritel, Your Phone Company

Dear Secretary:

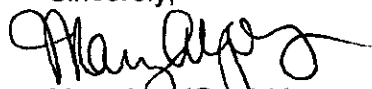
Enclosed for filing with the Commission you will find an original and 5 copies of the following substitute tariff sheets of M.L.M. Telecommunications, Inc. d/b/a Ameritel, Your Phone Company Initial Basic Local Service Tariff Substitute Sheets:

Tariff MO P.S.C. No. 1, Original Pages 10 through 18,
Tariff MO P.S.C. No. 1, Original Pages 23-24,
Tariff MO P.S.C. No. 1, Original Pages 28-29, and
Tariff MO P.S.C. No. 1, Original Pages 37-38.

These substitute tariff sheets are filed at the request of Staff, and are to be substituted for similarly numbered sheets in the interexchange tariff currently under consideration by the Commission.

Thank you for assistance in the processing this filing. A copy of this letter accompanies each copy of the substitute tariff sheets. Copies are being served on the General Counsel and Public Counsel. Please contact me at 634-8109 if there are any questions.

Sincerely,


Mary Ann (Garr) Young

Enclosures

cc: General Counsel
Office of Public Counsel
John Brandt, MLM

SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of Ameritel

- 2.1.1. Ameritel undertakes to provide local exchange telecommunications services within the State of Missouri on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Ameritel installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the Ameritel network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Ameritel's Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Service

- 2.2.1. Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

2.3. Limitations

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of Ameritel to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. Ameritel will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. Ameritel reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by Ameritel, when necessary because of lack of facilities, relevant resources, or due to causes beyond Ameritel's control. In addition, Ameritel reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.
- 2.3.3. Ameritel does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. Ameritel reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. Ameritel may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as Ameritel, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

SECTION 2 - RULES AND REGULATIONS

2.3. Limitations (cont'd)

2.3.6. Ameritel will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. Ameritel may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer. Ameritel shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Ameritel will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When Ameritel is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

2.4 Liabilities of Ameritel

2.4.1. Ameritel's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does Ameritel's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by Ameritel's facilities, Ameritel is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless Ameritel from any third-party claims for such damages referred to in Section 2.4.1.

2.4.3. In no event will Ameritel be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. Ameritel will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.

2.4.4. Ameritel does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Ameritel harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

SECTION 2 - RULES AND REGULATIONS

2.4. **Liabilities of Ameritel** (cont'd)

- 2.4.5. Ameritel is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Ameritel on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of Ameritel negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of Ameritel without written authorization. The Customer will indemnify and save harmless Ameritel from any claims of the owner of the Customer's premises or other third party claims for such damages.
- 2.4.6. Ameritel and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
- 2.4.7. Ameritel is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the Ameritel network.
- 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Ameritel facility that provides interconnection. Ameritel shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9. Ameritel will not be responsible if any changes in its service cause hardware or software not provided by Ameritel to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.10. The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.

SECTION 2 - RULES AND REGULATIONS

2.4. Liabilities of Ameritel (cont'd)

- 2.4.11. With respect to the services, materials and equipment provided hereunder, Ameritel makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.12. For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, 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.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.5 Responsibilities of the Customer

- 2.5.1. The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.
- 2.5.2. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by Ameritel, except upon the written consent of Ameritel. The equipment Ameritel provides or installs at the Customer premises for use in connection with the service Ameritel offers shall not be used for any purpose other than for which it was provided.
- 2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with Ameritel's facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Ameritel will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Ameritel's service. The Customer shall be responsible for payment of all applicable charges for services provided by Ameritel and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5. Ameritel shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Ameritel's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, Ameritel's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with Ameritel's service. The Customer shall be liable for:

SECTION 2 - RULES AND REGULATIONS

2.5. Responsibilities of the Customer (cont'd)

- 2.5.5.A. Loss due to theft, fire, flood, or other destruction of Ameritel's equipment or facilities on Customer's premises.
- 2.5.5.B. Reimbursing Ameritel for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.
- 2.5.5.C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless Ameritel specifically authorizes said visit or repairs in advance of the occurrence and Ameritel agrees in advance to accept the liability for said repairs or visit.
- 2.5.5.D. Payment for all Ameritel service charges incurred through usage or direct action on the part of the Customer.
- 2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive Ameritel's services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7. The Customer shall not use the Ameritel name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from Ameritel. The Customer shall not use the Ameritel name, logo or trademark in any pre-sale activities. The Customer is prohibited from using Ameritel's name or trademark on any of the Customer's products or services.
- 2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of Ameritel. Ameritel may assign any service orders to its parent company or any affiliate. Ameritel will notify Customers of any such assignment.

2.6 Application for Service

- 2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for Ameritel to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. Ameritel will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.6.2. An Application for Service may be changed by Customer upon written notice to Ameritel, subject to acceptance and confirmation by Ameritel, provided that a charge shall apply to any change when the request is received by Ameritel after notification by Ameritel of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by Ameritel in accommodating each change, less net salvage. The costs incurred by Ameritel will include the

Issued: January 31, 2003

Effective: March 17, 2003

Issued By:
Troy Muncrief, President
M.L.M. Telecommunications, Inc.
d/b/a Ameritel, Your Phone Company
1307 Central Ave
Hot Springs, AR 71901

SECTION 2 - RULES AND REGULATIONS

2.6. Application for Service (cont'd)

direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

- 2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by Ameritel shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by Ameritel will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

2.7. Establishing Credit, Deposits and Advance Payments

2.7.1. Credit Requirement

2.7.1.A. Ameritel may require an applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the end-user from complying with Ameritel's policy regarding the prompt payment of bills.

2.7.1.B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

2.7.2. Reestablishment of Credit

Any applicant who previously has been an end-user of Ameritel and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due Ameritel or execute a deferred payment agreement.

2.7.3. Deposits and Interest

Ameritel does not require deposits at this time.

2.8. Billing and Payment Procedures

- 2.8.1. A. Ameritel issues bills on a monthly basis with bills rendered on or about the same day each month.
- B. Ameritel will not alter the customer's billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another.

SECTION 2 - RULES AND REGULATIONS

2.8. Billing and Payment Procedures (cont'd)

- C. Ameritel allows customers at least 21 days to pay bill charges and offers a preferred payment date plan pursuant to Missouri Public Service Commission Rule CSR 240-33.040 (3)&(4) as may be amended from time to time.
 - D. Ameritel charges 1.5 percent for delinquent past due balances.
 - E. Ameritel sets forth the following on all bills:
 - 1. the number of access lines for which charges are stated
 - 2. the beginning or ending dates of the billing period
 - 3. the date the bill becomes delinquent if not paid on time
 - 4. penalty fees and advanced payments
 - 5. the unpaid balance, if any
 - 6. the amount for basic service
 - 7. an itemization of the amount due for all other regulated or nonregulated services including the date and duration (in minutes or seconds) of each toll call if such service is provided as an individual service
 - 8. the amount due for all regulated or nonregulated services offered at a packaged rate and an itemization of each service included in the package
 - 9. an itemization of the amount due for taxes, franchise fees, Relay Missouri surcharge, 911 surcharges (if applicable) and other surcharges as may be necessary and appropriate.
 - 10. the total amount due
 - 11. if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated
 - 12. a toll free number where inquiries and/or dispute resolutions may be made for each company with charges appearing on a customer's bill
 - 13. any other credits and charges applied to the account during the current billing period
 - F. During the first billing period in which a customer receives service, Ameritel provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
 - G. The amount of any deposit held by the company and the interest accrual rate shall be stated on the first bill for which a customer received service and on the last bill for which the customer received service.
- 2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by Ameritel to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- 2.8.2. For billing of monthly charges, service is considered to be established upon the day in which Ameritel notifies the Customer of installation and testing of the Customer's services.
- 2.8.3. Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer's billing cycle.

SECTION 2 - RULES AND REGULATIONS

2.8. Billing and Payment Procedures (cont'd)

- 2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Ameritel or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by Ameritel or its agent by the due date on the bill. Amounts not paid within twenty-one (21) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Ameritel are not open to the general public, the final payment date shall be extended through the next business day. If Ameritel becomes concerned at any time about the ability of a Customer to pay its bills, Ameritel may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.
- 2.8.6. Any disputed charge may be brought to Ameritel's attention by verbal or written notification. In the case of a billing dispute between the Customer and Ameritel that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a Ameritel manager. During the period that the disputed amount is under investigation, Ameritel shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Ameritel may discontinue service. In the event the dispute is not resolved, Ameritel shall inform the customer that the customer has the option to pursue the matter with the Public Utility Commission.
- 2.8.7. The Customer is responsible to pay Ameritel for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.8.8. Ameritel may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.9. If service is suspended/disconnected by Ameritel in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges if service was disconnected, or a reconnect fee if service was suspended.
- 2.8.10. When a customer is unable to pay a charge in full when due, Ameritel shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both Ameritel and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Settlement agreements are only set up at the request of the customer. Settlement agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

SECTION 2 - RULES AND REGULATIONS

2.9. Interruption of Service

2.9.1. Credit allowance for the interruption of service that is not due to Ameritel'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 herein. It shall be the obligation of the Customer to notify Ameritel immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Ameritel's facilities.

An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and

2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.

2.9.3. The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.9.4. If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

2.10. Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.11. Disconnection of Service by Customer

2.11.1. By giving notice, Customer may disconnect service at any time following its minimum service requirement(s).

2.11.2. The Customer will be responsible for all charges until the disconnect is effected. For nonusage sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Local Exchange Telecommunications Services

3.1.1. General – Local Exchange Telecommunications Services consist of the services offered pursuant to this Tariff, either individually or in combination. Each service is offered independently of the other and is offered via Ameritel's facilities, conventional network elements purchased from other local exchange carriers, or via resale of facilities of other local exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. A connection to Ameritel's switching network enables the Customer to:

1. receive calls from other stations on the public switched telephone network;
2. access Ameritel's Local Exchange calling services as set forth in this Tariff;
3. access intrastate, interstate and international calling services provided by Ameritel and other certified common carriers;
4. access toll-free telecommunications services such as 800 NPA;
5. access 9-1-1 service for emergency calling; and
6. access other operator and directory assistance services.

3.1.2. Service Description - Ameritel provides Residential and Business Customers with the ability to originate calls from a Ameritel-provided access line to all other stations on the public switched telephone network within the central office exchanges included in the Customer's local calling area.

Residential and Business Customers may choose from one of the Local Service Plans in Section 3.1.4 and are assessed a flat monthly fee based on their local service plan(s) and originating exchange that entitles the customer to unlimited usage.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.2.A. Business Services - Business Services provide the Customer with the general telecommunications services listed in Section 3.1.1 of this Tariff with the following modifications, limitations and restrictions:

1. Business Services cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., N.A. 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by Ameritel, unless otherwise requested by customer to be unblocked.
2. Service is furnished only for use by the Business Customer, guests, employees and business associates.

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Telecommunications Services (cont'd)

3.1.4. Local Service Plans

3.1.4.A. Basic Plan

Provides local service only. No Features come with this plan.

3.1.4.B. Platinum Plan

Provides local phone service plus the 25 Features listed in Section 3.1.8.

3.1.4.C. Reserved for Future Use

3.1.5. Non-Recurring Service Charges - Service charges may apply to all residential and business customers who subscribe to any of Ameritel's local service plans or request a move and/or change of certain types of telecommunications services.

3.1.5.A. The New Service Charge is a per order, nonrecurring charge that applies as follows:

1. Institution of local exchange service to a customer's premises for the first time.
2. Institution of additional local exchange access lines to a customer's premises.
3. A change in location of customer's equipment or service from one premise to another.
4. A temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.
5. A request to change from one type of hunting arrangement to another, or rearrange central office hunting lines.
6. A restoration of service due to disconnection from nonpayment of bill for telecommunications services.

3.1.5.B. No New Service Charge will apply to customers converting their existing local phone service, as is, from the incumbent LEC to Ameritel. No Change Rate Plan charge will apply to existing Ameritel customers who change their local calling plans.

3.1.5.C. An Order Processing Fee applies as follows, on a per order basis:

1. A telephone number change made at the customer's request.
2. The addition or deletion of any Custom Calling Feature listed in Section 3.1.8; Caller ID Service listed in Section 3.1.9; Multi-Line Hunting Service listed in Section 3.1.10; or Toll Restriction Service listed in Section 3.1.14.

The Order Processing Fee will not apply to the first customer initiated change to a line made subsequent to original service order placement

3.1.5.D. A Restore Service Fee will be applied on a per line basis for service that is restored due to suspension from nonpayment of bill for telecommunications services.

3.1.6 **Reserved For Future Use**

3.1.7. **Telephone Directory Service** - Ameritel, through its interconnection agreement SWBT, will provide telephone directory services to its Customers. This includes listings in SWBT's White Pages directory and directory assistance database. The following telephone directory services are offered:

3.1.7.A. **Primary Listing** - Primary directory listing in both SWBT White Pages and Directory Assistance database. The listing is the actual name of the customer to whom the service is rendered, with the following exceptions:

1. For residential customers, the listing may be in the name of a member of the customer's family or household. A dual name listing may be provided for two (2) persons who share the same surname and reside at the same address (*i.e.*, John and Jane Doe), or for a person known by two first names.
2. For business customers, the listing may be in the name of the business or of a member, officer, employee, or representative of the business. The listing may also include the name of a division, branch or department.
3. In the case of a business line operating at a residence, a dual name listing may be provided as described in #1 above.

3.1.7.B. **White Pages Directory(s)** - This service provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.

3.1.7.C. **Non-Listed Service** - For customers who desire their telephone numbers to be omitted from SWBT's White Pages directory, but NOT the directory assistance database.

3.1.7.D. **Non-Published Service** - For customers who desire their telephone number to be omitted from SWBT's White Pages directory, as well as the directory assistance database.

SECTION 4 - RATES AND CHARGES

4.1. Local Exchange Service - The following rates and charges apply to Residential and Business Customers.

4.1.1. Non-Recurring Service Charges - All rates are per service order, except as noted.

New Service	\$25.00
Restore Service.....	\$20.00
Outside Move	\$20.00
Name Change.....	\$10.00
Number Change	\$10.00
Unlisted Number	\$10.00
Change Rate Plans.....	\$10.00
Change Long Distance Carriers	\$10.00
NSF Charge.....	\$20.00

4.1.2. Monthly Local Service Plan Charges - All rates are per line and include all taxes and fees.

4.1.2.A.	<u>Residential</u>	<u>Monthly Rate</u>
	Basic Plan	\$38.00
	Platinum Plan	\$48.00

4.1.2.B.	<u>Business</u>	<u>Monthly Rate</u>
	Basic Plan	\$35.00
	Platinum Plan	\$50.00

4.1.2.C	<u>Features</u>	
	Call Waiting	\$2.50
	Call Forwarding	\$2.50
	Call Forwarding Busy.....	\$2.50
	Call Forwarding Don't Answer	\$2.50
	Three Way Calling	\$2.50
	Speed Calling 8	\$2.50
	Auto Callback/Auto Redial	\$2.50
	Priority Call.....	\$2.50
	Selective Call Rejection/Call Blocker ...	\$2.50
	Auto Recall/Call Return	\$2.50
	Selective Call Forwarding.....	\$2.50
	Calling # Delivery	\$2.50
	Calling Name Delivery	\$2.50
	Calling Number/Name Blocking	\$2.50
	Unlisted Number	\$2.50
	Anonymous Call Rejection	\$2.50
	1 or 2 Personalized Ring Numbers	\$2.50
	Caller ID	\$2.50
	Caller ID Call Waiting	\$2.50
	Operator Services	\$2.50
	Automatic Blocking (900 & 976)	\$2.50
	Automatic Blocking (Collect)	\$2.50
	Disaster Recovery Service	\$2.50
	Customer Protection Service	\$2.50

SECTION 4 - RATES AND CHARGES

4.1. **Local Exchange Service (Cont'd)**

4.1.3. **Telephone Directory Service Rates**

Service Type	Set-up Charge	Monthly Rate
Non-Listed Service		
Primary Line	*	\$ 1.40
Additional Line	*	\$ 1.40
Non-Published Service	*	\$ 1.85
Regular Extra Listing		
Residential	*	\$ 1.65
Business	*	\$ 3.00
Extra Line Listings		
Residential	*	\$ 1.65
Business	*	\$ 3.00
Alternate Listings		
Residential	*	\$ 1.65
Business	*	\$ 3.00
Secretarial Listings	*	\$ 4.00
Add'l Listings - Rotary No. Group	*	\$ 4.00
Foreign Listings		
Residential	*	\$ 1.65
Business	*	\$ 3.00
Residence Signature Listing	*	\$ 3.00
Residence Family Space Listings	*	\$ 5.00
Residence Personality Logo		\$ 5.00

* Set-up Charges for newly created listings are one-time nonrecurring charges that apply as follows:

	<u>Rate</u>
Residential	\$ 6.00
Business	\$ 9.50

4.1.4. **Tell-A-Friend Program**

Amount of allowance

Per customer \$ 9.90