NEWMAN, COMLEY & RUTH

ROBERT K. ANGSTEAD MARK W. COMLEY CATHLEEN A. MARTIN STEPHEN G. NEWMAN JOHN A. RUTH PROFESSIONAL CORPORATION ATTORNEYS AND COUNSELORS AT LAW MONROE BLUFF EXECUTIVE CENTER 601 MONROE STREET, SUITE 301 P.O. BOX 537 JEFFERSON CITY, MISSOURI 65102-0537 www.ncrpc.com

July 30, 2003

TELEPHONE: (573) 634-2266 FACSIMILE: (573) 636-3306

FILED² JUL 3 0 2003

Missouri Public Service Commission

The Honorable Dale Hardy Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102-0360

Re: ACN Communication Services, Inc.; Basic Local Application; Case No. CA-2003-0482; Tariff Numbers YC-2003-1955 and YC-2003-1956

Dear Judge Roberts:

Please find enclosed substitute sheets for the following proposed tariff pages already on file in this matter:

Access Tariff: Original Page 12

Local Tariff: Original Page 1

These substitutions have been prepared in response to the suggestions of staff member, Sherri Kohly. I also have forwarded a copy of these substitute sheets to her for her records.

If you have any questions, please advise. Thank you.

The Honorable Dale Hardy Roberts July 30, 2003 Page 2

Sincerely,

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By:

NEWMAN, COMLEY & RUTH P.C. Athleen A. Martin

Cathleen A. Martin martinc@ncrpc.com

CAM:tgg enclosures

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Office of Public Counsel cc: Sherri Kohly Monique Byrnes

ACN Communication Services, Inc.

P.S.C. MO. Tariff No. 3 Original Page 12

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of ACN Communication Services, Inc.,

- **2.1.1** The Company undertakes to furnish switched or dedicated access communications service pursuant to the terms of this tariff.
- **2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 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 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- **2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- **2.2.3** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.2.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service. The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

Issued: May 9, 2003

Effective July 1, 2003

Daniel Crowley, Vice President - Finance
ACN Communication Services, Inc.
32991 Hamilton Court
Farmington Hills, Michigan 48333
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