

ADOPTION NOTICE  
MISSOURI INTRASTATE ACCESS SERVICES TARIFF  
OF  
AURORA COMMUNICATIONS, INC.

Wisper ISP, Inc. hereby adopts, ratifies, and makes its own, in very respect as if the same had been originally filed by it, all tariffs heretofore filed with the Public Service Commission, State of Missouri, by Aurora Communications, Inc.

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Issued: January 8, 2019

Mark Albertyn  
Chief Financial Officer  
9711 Fuesser Road  
Mascoutah, IL 62258

February 8, 2019

FILED  
Missouri Public  
Service Commission  
CN-2019-0205; YC-2019-0137

MISSOURI TELECOMMUNICATIONS TARIFF  
OF  
Aurora Communications, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Aurora Communications, Inc. ("Aurora"), with principal offices at 214 Elm Street, Ste. 101, Washington, MO 63090, toll free telephone number 1-866-670-9484. This tariff applies for local service furnished 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 the company's principal place of business.

Aurora Communications, Inc., operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

April 1, 2007

**Rights and Responsibilities of Missouri Business Telephone Customer**

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a business telephone customer.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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WAIVER OF RULES AND REGULATIONS

The Missouri Public Service Commission, in its Order in Case No. CA-2007-0175, "In the Matter of the Application of Aurora Communications, Inc. for a Certificate of Service Authority to Provide Basic Local and Local Exchange Telecommunications Services in Portions of the State of Missouri and to Classify Said Services and the Company as Competitive," waived the following Statutes and Regulations:

392.210.2	Uniform System of Accounts
392.240.1	Just and Reasonable Rates
392.270	Ascertain Property Values
392.280	Depreciation Accounts
392.290	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Issuance of Stocks and Debt
392.320	Stock Dividend Payment
392.330	Issuance of Securities, Debts, and Notes
392.340	Reorganizations
4 CSR 240-10.020	Depreciation fund Income
4 CSR 240-30.040	Uniform System of Accounts
4 CSR 240-3.550(5)(C)	File Exchange Boundary Maps with Commissions

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

April 1, 2007

**Filed**

Missouri Public  
Service Commission

[RESERVED FOR FUTURE USE]

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

April 1, 2007

**Filed**  
Missouri Public  
Service Commission

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Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
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April 1, 2007

**Filed**

Missouri Public  
Service Commission

TARIFF FORMAT

- 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 pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently 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)

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

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April 1, 2007

**Filed**

Missouri Public  
Service Commission

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (M) to signify material relocated in the tariff (C)
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

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April 1, 2007



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Aurora's location or switching center.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Aurora to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

**Commission** - Used throughout this tariff to mean the Missouri Public Service Commission.

**Customer** - The person, firm, corporation or other legal entity which orders the services of Aurora and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

**Company or Aurora** - Used throughout this tariff to mean Aurora Communications, Inc., a Missouri corporation.

**Holiday** - New Year's Day, ML King's Birthday\*, President's Day, Memorial Day\*, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holidays shall billed at the off peak rates.

\*On federally observed day

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

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April 1, 2007

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

**Telecom Unit** - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
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April 1, 2007

## SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate facilities based telecommunications services provided by Aurora for telecommunications between points within the State of Missouri. The Company provides these services for business Customers only. Facilities based services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Missouri.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
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Washington, MO 63090

April 1, 2007

**Filed**Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

- 2.1.1 The services provided by Aurora are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of the Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the facilities based services furnished by Aurora and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of Aurora.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

Issued: January 23, 2007

Effective: February 23, 2007

April 1, 2007

By:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Services

- 2.2.1 Aurora's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2. Aurora's services may only be resold by companies who are certificated by the MoPSC.
- 2.2.2 The use of Aurora's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Aurora's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
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Washington, MO 63090

April 1, 2007

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Services, (Cont'd.)

- 2.2.4 Aurora's services are available for use 24 hours per day, seven days per week.
- 2.2.5 Aurora does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Aurora's services may be denied for nonpayment of undisputed charges or for any other breach of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

**Filed**

Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
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April 1, 2007

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company (Cont'd.)

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
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April 1, 2007

**Filed**

Missouri Public  
Service Commission



SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company (Cont'd.)

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issued: January 23, 2007

Effective: February 23, 2007

By:

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Washington, MO 63090

April 1, 2007

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Aurora on the Customer's behalf.
- 2.4.3 If required for the provision of Aurora's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Aurora.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to Aurora and the Customer when required for Aurora personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Aurora's services.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

**Filed**

Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer (Cont'd.)

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of Aurora's equipment to be maintained within the range normally provided for the operation of microcomputers.

2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Aurora's facilities or services that the signals emitted into Aurora's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. 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, Aurora will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Aurora equipment, personnel or the quality of service to other Customers, Aurora may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Aurora may, upon written notice, terminate the Customer's service.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

**Filed**

Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer (Cont'd.)

- 2.4.7 The Customer must pay Aurora for replacement or repair of damage to the equipment or facilities of Aurora caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Aurora equipment installed at Customer's premises.
- 2.4.9 If Aurora installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, Aurora may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any undisputed sum due Aurora for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Aurora's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Aurora from furnishing its services.
- 2.5.1.E Failure to comply with terms of settlement agreement.
- 2.5.1.F Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment.
- 2.5.1.G Material misrepresentation of identity in obtaining telecommunications company service.
- 2.5.1.H As provided by state or federal law.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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**Filed**

Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Cancellation or Interruption of Services (Cont'd.)

2.5.2 Without incurring liability, Aurora may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Aurora's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by Aurora without notice to the Customer, by blocking traffic to certain NXX exchanges, or by blocking calls using certain Customer authorization codes, when Aurora deems it necessary to take such action to prevent unlawful use of its service. Aurora will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

Issued: January 23, 2007

Effective: February 23, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

April 1, 2007

**Filed**

Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Cancellation or Interruption of Services (Cont'd.)

2.5.4 The Customer may terminate service upon thirty (30) days written or verbal notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which 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 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service 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 by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Credit Allowance, (Cont'd.)

- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more 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" - monthly charge for affected activity

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Restoration of Service

After local telephone service has been disconnected, Aurora will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

- 1) Payment for all undisputed amounts must be received by Aurora or its authorized agent.
- 2) Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended. 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.

2.8 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if required, will be collected and maintained in accordance with Commission rules.

2.9 Advance Payments

The Company does not require advance payments.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Billing

2.10.1 Your Telephone Bill

You will receive a telephone bill from us each month. Aurora provides (list services provided e.g. basic local, long distance, etc.) telephone service. Aurora does not require a deposit for service. Payment in full is due within (21) days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

2.10.2 Payment Arrangements

Payment must be sent to Aurora. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your telephone bill, please call Aurora immediately at 1-866-670-9484. By doing this, you may avoid having your phone service suspended or disconnected.

2.10.3 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee of 1.5% per month, or the amount otherwise authorized by law, whichever is lower, will be assessed upon any unpaid amount commencing 30 days after rendition of bills.

2.10.4 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization

Issued: January 23, 2007

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Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.5 [Reserved for Future Use]

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

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April 1, 2007

**Filed**

Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Reserved for Future Use

2.12 Taxes and Fees

2.12.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.12.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

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2.12.4 Missouri Universal Service Fund

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

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Missouri Public  
Service Commission

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Late Charge

A fee of 1.5% or the amount legally allowable whichever is lower, will be charged for delinquent bills. The Company will consider delinquent and apply late payment charges on bills not paid within 21 days of the billing invoice date in the case of all non-residential customers.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A fee of \$10 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

**Filed**

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.1 Computation of Charges (Cont'd.)

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Aurora will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

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Washington, MO 63090  
(866)670-9484

Any objection to billed charges should be reported promptly to Aurora. Customers may advise the company that all or part of a charge is in dispute by written notice, in person, or by a telephone message. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

Issued: January 23, 2007

Effective: February 23, 2007

April 1, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

**Filed**

Missouri Public  
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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Customer Complaints and/or Billing Disputes (Cont'd.)

If a Customer accumulates more than One Hundred Dollars (\$100.00) of undisputed delinquent Aurora Service charges, Aurora reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of Aurora or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. Aurora's name and toll-free telephone number will appear on the Customer's bill.

3.5 Number Intercept Treatment

Upon changing a customer's telephone number, Aurora will make this service known to the customer and provide this service for a minimum of 30 days at no charge to the customer, provided the customer so desires.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

**Filed**

Missouri Public  
Service Commission

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Individual Case Basis

Centrex and private line services will be made available to customers in a non-discriminatory manner. Rates for Centrex and local exchange dedicated access, private line, non-switched, and special access services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the company's cost of providing the service and will be made available to the Commission Staff upon request on a proprietary basis. Rates may be negotiated and adjusted on Individual Contract Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive. Terms of ICB/CSP provided to business customers will be provided on a proprietary basis to the Commission Staff, upon request.

3.7 911 Requirements

3.7.1 Aurora is obligated to supply the E-911 service provider in Aurora's service area with accurate information necessary to update the E-911 database at the time Aurora submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.

3.7.2 At the time Aurora provides basic local service to a customer by means of Aurora's own cable pair, or over any other exclusively owned facility, Aurora will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.

Issued: January 23, 2007

Effective: February 23, 2007

April 1, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.7 911 Requirements (Cont'd.)

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

3.7.4 Aurora will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo 190.310. Aurora will observe and adhere to the Commission's emergency telephone service rules in 4 CSR 240-34.

3.8 Service Offerings and Rates

3.8.1 Service Descriptions

3.8.1.A **Basic Service Flat Rate**

Basic Service Flat Rate is a service which provides the Customer with a single, voice-grade communications channel and access to unlimited local calls, "911" and/or "E 911" calls, if available in the Customer's area, and toll free (e.g. "800" or "888") calls. Basic Service Flat Rate does not include any long distance service or other toll services. The following types of calls and services will be blocked by the Company through the ILEC's switch: interLATA, intraLATA, interstate, and international (e.g. "1+" or "0+"); collect calls; operator assisted calls; directory assistance, third number billed calls; or any service that may be billed to Customer's telephone number (e.g. "900" and "976" calls).

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

**Filed**

Missouri Public  
Service Commission

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Service Offerings and Rates (Cont'd)

**3.8.1B Digital PBX Trunk Service**

Digital PBX Trunk Service provides a customer with connection to the company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel  
Signaling Type: Loop, Ground, E&M I, II, III  
Start Dial Indicator: Immediate Wink, Delay Dial,  
Dial Tone Pulse Type: Dual Tone Multi-Frequency  
(DTMF) Directionality: In-Coming or Out-Going  
Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service. Local calling areas are as specified in Section 10.

**3.8.1.C Point to Point Access Loops**

The company provides point to point T1 (1.544 Mbps) access loops in the Missouri Area as covered by AT&T MO, CenturyTel of Missouri Inc. and Windstream Missouri Inc.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

April 1, 2007

**Filed**

Missouri Public  
Service Commission

## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.8 Service Offerings and Rates (Cont'd)

**3.8.2 Basic Local Service Rates and Charges for  
Business Customers**

	<u>Monthly</u>	<u>Non- Recurring Charges</u>
Connection Fee		\$139.50
Connection Fee Per Additional Line		\$40.00
Transfer existing service with Company to another location		\$139.50
Convert existing service with another local exchange company to Company		\$99.00
Network Interface Fee (when needed)		\$40.00
Premise Visit (when needed)		\$40.00
<b><u>Recurring Charges</u></b>		
Basic Flat Service Rate	\$69.00	

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090**Filed**Missouri Public  
Service Commission

## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.8.2 SECTION 3- DESCRIPTION OF SERVICE, (CONT'D.)

## 3.8 Service Offerings and Rates (Cont'd.)

3.8.2 Recurring and Non-recurring Charges  
for Business Customers

<u>Call Control Features Rates</u>	<u>Set Up Fee</u>	<u>Recurring Fee</u>
Caller ID (Name and Number)	\$15.00	\$25.00
Call Waiting	\$15.00	\$20.00
Call Return	\$15.00	\$18.00
Call Blocker	\$15.00	\$18.00
<u>Other Optional Features Rates</u>	<u>Set Up Fee</u>	<u>Recurring Fee</u>
Auto Redial	\$15.00	\$18.00
Call Forwarding	\$15.00	\$18.00
Three Way Calling	\$15.00	\$18.00
Speed Call 8	\$15.00	\$18.00
<u>Optional Features Plus Package Rates</u>	<u>Set Up Fee</u>	<u>Monthly Fee</u>
Features Package	\$15.00	\$26.00
Features Plus Package	\$15.00	\$30.00
Features Plus Package Deluxe	\$15.00	\$35.00
<u>Other Optional Features Rates</u>	<u>Set Up Fee</u>	<u>Monthly Fee</u>
Call Forward Busy Line Don't Answer	\$15.00	\$18.00
<u>Miscellaneous Charges</u>		
Telephone Number Change Fee	\$139.50	
Restoration of Suspended Service Fee	\$35.00	
Late Payment Fee	\$18.00	
Adding Features or Change Orders after Service Initiation	\$30.00	
Call Trace	\$8.00 per successful activation	
Credit Card Payment Fee	\$3.00 per transaction	
Directory Assistance	\$.99 per call	

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
214 Elm St. Suite 101  
Washington, MO 63090

April 1, 2007

## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.8 Service Offerings and Rates (Cont'd.)

3.8.2 Recurring and Non-recurring Charges for  
Business Customers

Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Where appropriate facilities do not exist, Special Construction charges will also apply.

	<u>Monthly</u>	<u>Non- Recurring Charges</u>
Digital PBX 1 <sup>st</sup> Circuit	\$450.00	\$300.00
Digital PBX 2 <sup>nd</sup> Circuit	\$350.00	\$300.00
Digital PBX 3 or more	\$250.00	\$300.00

Issued: January 23, 2007

Effective: February 23, 2007

April 1, 2007

By:

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214 Elm St. Suite 101  
Washington, MO 63090

**Filed**Missouri Public  
Service Commission



## SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

## 3.8 Service Offerings and Rates (Cont'd.)

3.8.3 Recurring and Non-recurring Charges for  
Business Customers.

	<u>Monthly</u>	<u>Non-Recurring Charges</u>
1.5Mbps Point to Point Loop	ICB	ICB

## 3.8.4 [Reserved for Future Use]

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

By:

Zachary Boschert, President  
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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Service Offerings and Rates (Cont'd.)

3.8.5 Emergency Call Handling Procedures (cont'd.)

Emergency "911" calls are not routed to the company, but are completed through the local network at no charge.

3.8.6 Promotional Offerings

Aurora will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. Aurora will offer all promotions in a non-discriminatory manner.

3.8.7 Caller ID

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls. When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle. Per line blocking for blocking of CPN will be available upon request, at no charge, **ONLY** 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 Applicant:

- a) Private, nonprofit, tax exempt, domestic violence intervention agencies
- b) Federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability.

Issued: January 23, 2007

Effective: February 23, 2007

April 1, 2007

By:

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Washington, MO 63090

**Filed**

Missouri Public  
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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 Customer 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 the 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 Customer 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 either 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. Company assumes no liability and will be held harmless for any incompatibility of his equipment to perform satisfactorily with the network features described herein. Telephone CPN information transmitted via Caller ID is

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

April 1, 2007

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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. 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.

### 3.8.8 Call Trace

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by company's name or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (\*57) to automatically request that the following information be recorded:

- The originating telephone number;
- The date and time of the call; and
- The date and time Call Trace was activated.

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact Aurora for further instructions. Activation of Call Trace never authorizes Aurora to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

Issued: January 23, 2007

Effective: February 23, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

April 1, 2007

**Filed**

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Service Commission

SECTION 4 - SERVICE AREA AND EQUAL ACCESS

4.1 Calling Scopes

Aurora's calling scope will concur with the calling scope of the incumbent local exchange carriers (AT&T MO, CenturyTel of MO Inc. and Windstream MO) in LATA 520 (St. Louis).

4.2 Equal Access of interexchange carriers

End-users are allowed their choice of intraLATA and interLATA interexchange carriers. Customers (end-users) will have available the same interexchange carrier choices that are available to the customers (end-users) of the incumbent local exchange carrier.

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

By:

Zachary Boschert, President  
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Washington, MO 63090

April 1, 2007

**Filed**

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## 4.3 Exchange Listings

Advance	Fredericktown	Olney
Altenburg-Frohna	Fulton	Oran
Antonia	Gideon	Oxly
Augusta	Grandin	Pacific
Beaufort	Gravois	Patterson
Bell City	Gray Summit	Patton
Bellflower	Greenville	Paynesville
Benton	Hannibal	Perryville
Bismark	Harvester	Piedmont
Bland	Hawk Point	Pocahontas
Bloomfield	Hayti	Pond
Bloomsdale	Herculaneum	Ponder
Bonne Terre	High Hill	Poplar Bluff
Bourbon	High Ridge	Portage des Sioux
Bowling Green	Hillsboro	Portageville
Camdenton	Holcomb	Puxico
Campbell	Holstein	Qulin
Cape Girardeau	Hornersville	Richwoods
Cardwell	Iberia	Risco
Caruthersville	Imperial	Safe
Cedar Hill	Jackson	Sappington
Center	Jonesburg	Scott City
Chaffee	Kennett	Senath
Charleston	Kirkwood	Sikeston
Chesterfield	Ladue	Silex
Clarksville	Lake Ozark-Osage Beach	St. Charles
Climax Springs	Leadwood	St. Clair
Clubb	Leasburg	St. James
Creve Coeur	Lilbourn	St. Louis
Crocker	Louisiana	St. Marys
Cuba	Macks Creek	St. Peters
Dardenne	Malden	Ste Genevieve
De Soto	Manchester	Stover
Deering	Marble Hill	Troy
Defiance	Marston	Truxton
Delta	Marthasville	Tuscumbia
Dexter	Martinsburg	Union
Dixon	Maxville	Valley Parl
Doniphan	Mehlville	Vandalia
East Prairie	Mexico	Versailles
Eldon	Middletown	Vichy
Elsberry	Montgomery City	Wappapello Park
Eolia	Morehouse	Wardell
Essex	Moscow Mills	Ware

Issued: January 23, 2007

Effective: February 23, 2007

By:

Zachary Boschert, President  
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Washington, MO 63090

April 1, 2007

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Eureka	Naylor	Warrenton
Fairdealing	Neelyville	Washington
Farmington	New Hartford	Wellsville
Fenton	New Madrid	Wentzville
Festus-Crystal City	New Melle	Williamsville
Fisk	Oak Ridge	Winfield
Flat River	Oakville	Wright City
Foley	O'Fallon	Wyatt
Foristell	Old Appleton	
Frankford	Old Monroe	

Issued: January 23, 2007

Effective: ~~February 23, 2007~~

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Washington, MO 63090

April 1, 2007

**Filed**Missouri Public  
Service Commission