

**Fidelity Cablevision LLC  
d/b/a Sparklight**

**P.S.C. No. 1  
First Revised Adoption Notice  
Cancels Original Adoption Notice**

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**ADOPTION NOTICE**

**Local Exchange Tariff**

Fidelity Cablevision, LLC d/b/a Sparklight hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, P.S.C. MO No. 1 – Local Exchange Tariff heretofore filed with the Missouri Public Service Commission by Fidelity Communications Services I, Inc.

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Issued: September 18, 2024

Effective: October 1, 2024

Issued by: Tariff Administrator  
210 E. Earll Drive  
Phoenix, AZ 85012

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FIDELITY COMMUNICATIONS SERVICES I, INC.

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PSC MO. NO. 1

APR 09 2000

MO. PUBLIC SERVICE COMM

**Fidelity Communications Services I, Inc.  
(A Competitive Telecommunications Company)**

**Local Exchange Tariff**

**For Telephone Service  
Applying to All Exchanges**

FILED

JUN 01 2000  
00 - 191

MO. PUBLIC SERVICE COMM

Issued: April 3, 2000  
Issued: By:

John Colbert, Senior Vice President  
Fidelity Communications Services I, Inc.  
64 N. Clark  
Sullivan, MO 63080

Effective: June 1, 2000

Fidelity Cablevision, LLC  
d/b/a Sparklight

P.S.C. No. 1  
Section 1  
5<sup>th</sup> Revised Sheet 1A  
Cancels 4<sup>th</sup> Revised Sheet 1A

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**HOLD FOR FUTURE USE**

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Fidelity Cablevision LLC  
d/b/a Sparklight

P.S.C. No. 1  
Section 3  
2<sup>nd</sup> Revised Sheet 1  
Cancels 1<sup>st</sup> Revised Sheet 1

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WAIVER OF STATUTES

Statutes

392.210.2	Uniform System of Accounts
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392.330	Issuance of Securities, Debts and Notes
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EXPLANATION OF SYMBOLS

MO. PUBLIC SERVICE COMM

- (C) Change in Regulation
- (D) Discontinued Rate, Regulation or Text
- (I) Increase in Rate
- (N) New Rate, Regulation or Text
- (R) Reduction in Rate
- (T) Change in Text but no change in Rate or Regulation

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John Colbert, Senior Vice President  
Fidelity Communications Services I, Inc.  
64 N. Clark  
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**APPLICATION**

The rules and regulations specified herein apply to the intrastate services and facilities furnished by Fidelity Communications or its affiliates or authorized agents, hereinafter referred to as the Telephone Company or Company. The Company operates as a competitive telecommunications company. Failure on the part of the subscribers to observe the rules and statutes of the Missouri Public Service Commission, after due notice of such failure, gives the Telephone Company the privilege to discontinue the furnishing of services. (T)

In the event of a conflict between any rate, rule, regulation or provision contained within this tariff and any rule or statutes of the Missouri Public Service Commission, the rule or statutes of the Missouri Public Service Commission shall prevail.

Services contained in this tariff will be provided as a combination of facilities based, resale of services only, and leasing of unbundled local loops from the Incumbent Local Exchange Carrier (ILEC).

Except as noted otherwise, this tariff applies to all exchanges of the Company, and it applies to both residential and business services.

The exchanges served by Fidelity Communications Services I, Inc. are as follows:

Rolla	Newburg
Lebanon	St. Robert
Salem	Waynesville
Richland	Ft. Leonard Wood
Dixon	Republic
Clever	
Springfield	Creve Coeur
New Melle	Defiance
Dardenne	Ladue
Foristell	Wentzville
O'Fallon	Licking
Houston	Willow Spring
Mountain Grove	Linn
Raymondville	Marthasville

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(N)

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210 E. Earll Drive  
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The Company offers services subject to the availability of suitable access, equipment, and facilities. The Company may decline applications for service to or from a location where suitable access, equipment, or facilities are not available, and the Company reserves the right to discontinue or limit service due to changes in the availability of access, equipment, or facilities. The Company may also discontinue or limit service due to conditions beyond the Company's control or where regulatory or legal changes have an adverse effect on the business or economic feasibility of providing services, as determined by the Company in its sole judgment.

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OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

APR 09 2000

A. Availability of Facilities

MO. PUBLIC SERVICE COMM

The Telephone Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense subject to 4 CSR240-32.

B. Interruptions of Service

If service is interrupted for more than 48 hours after interruption is reported to the company, other than by the negligence or willful act of the subscriber, an allowance at the minimum rate for the telephone facilities and class of service affected at the time of the interruption shall be made for the time such interruption continues, after notice and demand to the Company. No other liability shall in any case attach to the Company on account of interruptions of service.

C. Directory Errors and Omissions

The Telephone Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories nor for the result of the publications of such errors in the directory nor will the Telephone Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.

In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

D. Transmitting Messages

The Telephone Company does not transmit messages but offers the use of facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the subscriber, repeats messages, no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between subscribers because of the errors.

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OBLIGATION AND LIABILITY OF TELEPHONE COMPANY – Continued

MO. PUBLIC SERVICE COMM

E. Use of Connecting Company Lines

When suitable arrangements can be made, lines of other local exchange carriers or interexchange carriers or other companies may be used in establishing wire connections to points not reached by this Company.

F. Adjustment of Charges

In the adjustment of charges for overbilling by the Telephone Company, a refund will be made of the full amount of excess charges, not to exceed a period of three-years when such amount can be determined. When the period during which overbilling has been effective cannot be fixed or the exact amount of overbilling determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a three-year period.

In case of underbilling, the Telephone Company reserves the right to back bill for the deficiency charges up to a period of three-years.

G. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities are due to the acts or omissions of the subscriber or other parties. Only the Company or its agents are authorized to rearrange, remove, or disconnect any Company facilities.

H. Equal Access

The Company will allow customers the choice of intraLata and interLata interexchange carriers.

I. Indemnification

The customer indemnifies and saves the Telephone Company harmless against the following:

1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
2. Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities, for example, demarcation point and drop on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

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OBLIGATION AND LIABILITY OF TELEPHONE COMPANY - Continued

MO. PUBLIC SERVICE COMM

I. Indemnification - Continued

- 3. Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
- 4. Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- 5. Liability for failure to provide service.
- 6. The Telephone Company will make reasonable efforts to cure any material failure to provide service caused solely by year 2000 defects in Telephone Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Telephone Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; (3) customer premises equipment; or (4) third party suppliers such as power companies, software companies, and equipment manufacturers. In addition, the Telephone Company does not ensure compatibility between Telephone Company and non-Telephone Company services used by the customer.
- 7. The Telephone Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to lost projects, lost revenues and loss of business opportunity, whether or not the Telephone company was aware or should have been aware of the possibility of these damages.

J. Number Portability

The Company will make a long-term database method for number portability available within 6 months after a specific request by another telecommunications carrier in areas in which the Company operates, consistent with the requirements of 47CFR52.23.

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MO. PUBLIC SERVICE COMM

**Section 7**  
**Second Revised Sheet 1**  
 **Cancels First Revised Sheet 1**

**OBLIGATIONS OF THE CUSTOMER****A. Conditions for Use**

Service may be used for the transmission of information to/from the Customer provided that:

1. The Customer has entered in an agreement with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

**B. General Obligations**

The Customer shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User of their agents.
3. Reimbursing the Company for any loss caused by the theft of facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. Providing, maintaining and installing all terminal equipment on the Customer premises side of the network interface. The Customer shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customer's location.

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64 N. Clark  
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**OBLIGATIONS OF THE CUSTOMER – Continued**

**B. General Obligations – Continued**

7. Obtaining permission for the Company’s agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
8. Making the Company’s service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
9. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of an agent’s authority shall not be binding on the Company.
10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

**C. Payment of Rates and Charges**

1. The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer each month, which are due and payable upon receipt at the Customer’s general office or at such other places as may be designated by the Customer. Invoices not paid within twenty-one (21) days are subject to late charges. In addition, failure to pay any past due amounts may result in discontinuance of service as described in Section 16 of this Tariff.
2. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months’ service based on the average bill during the preceding twelve months or in the case of new applicants, two months’ average monthly bill for all subscribers within a customer class. (T)  
See Section 12.B. for a further explanation of deposit regulations. (T)
3. At the time an application for service is made, an application may be required to pay an amount equal to at least one month’s service and/or service connection charges, which will be applicable to the customer’s account on the first bill rendered.

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FIDELITY COMMUNICATIONS SERVICES I, Inc.

PSC MO. No. 1  
Section 7  
Original Sheet 3

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**OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**C. Payment of Rates and Charges (Cont'd) MO. PUBLIC SERVICE COMM**

4. There shall be added to the Customer's bill a surcharge equal to the prorata share of any franchise, occupation, business, license, excise, privilege or other similar tax, fee or charge now or thereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service. All fees other than taxes and franchise fees under state jurisdiction will be submitted to the Commission for approval.

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**APR 08 2000**

**USE OF SERVICE AND FACILITIES**

**A. Provision of Equipment**

**MO. PUBLIC SERVICE COMM**

All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.

Equipment not owned by the Company may be attached to the facilities of the Company as provided in this Section. In the event that unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.

The provisions of the preceding shall not be construed or applied to bar a customer from using customer provided equipment (CPE) which serve his convenience, provided any such device so used does not:

1. Endanger the safety of Company employees or the public.
2. Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff.
3. Interfere with the proper functioning of such equipment or facilities.
4. Impair the operation of the communication system.
5. Otherwise injure the public in its use of the Company's services.

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## USE OF SERVICE AND FACILITIES – Continued

APR 03 2000

**B. Customer Provided Equipment And Inside Wire** MO. PUBLIC SERVICE COMM

Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.

Customers may connect equipment, systems and/or wire registered or grandfathered by the FCC directly to the Company network.

The General Regulations contained in this section of the Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.

## Responsibility of the Customer

1. A customer desiring to connect customer-provided equipment to the exchange and message toll network must make application to the Company. Such application may be made orally prior to the desired in-service date or any date thereafter if requested by the company and shall include the following:
  - (a) The type and manufacture of each item of the grandfathered equipment or the registration number and ringer equivalence of the registered equipment.
  - (b) The number of CPE instruments to be connected.
2. Upon notification from the Company that the customer-provided equipment or inside wire is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
3. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
4. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.

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USE OF SERVICE AND FACILITIES – Continued

**APR 03 2000**

B. Customer Provided Equipment And Inside Wire – Continued

**MO. PUBLIC SERVICE COMM**

Responsibility of the Customer – Continued

- 5. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.
- 6. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
  - (a) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
  - (b) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
  - (c) Non-published telephone service will not be furnished for use with recorded public announcements.
- 7. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

Responsibility of the Company

- 1. The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any CPE obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures, which might affect CPE or systems.
- 2. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

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USE OF SERVICE AND FACILITIES – Continued

C. Use of Subscriber Service

MO. PUBLIC SERVICE COMM

Local exchange telephone service, is furnished only for the use by the subscribers, their families, and associates. Telephone service cannot be obtained by the use of extension service from existing service.

D. Abuse Or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service, which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes the following:

1. The use of service used in such a manner as to interfere with the service of other telephone users.
2. The use of service for any purpose other than as a means of communication.
3. Tampering with company equipment for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
4. The impersonation of another individual with fraudulent or malicious intent.
5. The use of service which is objected to, by or on behalf of any governmental authority on the grounds that such service is to be used for illegal purposes.
6. Listing incorrect or incomplete information on application for service forms or while applying for service.

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Fidelity Cablevision LLC  
d/b/a Sparklight

ESTABLISHMENT AND FURNISHING OF SERVICE

A. Application for Service

Applications (requests) for new services, additional services or changes in services may be made verbally or in writing. The Company will document all necessary customer information in its computerized operational support system. Rates, terms and conditions of all regulated services are specified in this tariff and other applicable tariffs. The Company reserves the right to request payment in advance at the time of application for services accruing for the first billing period and for connection charges.

B. Telephone Numbers

The Company may change any or all numbers or the central office associated with such number when it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change. (T)

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C. Alterations

The subscriber agrees to notify the Company promptly when any alterations or new construction on premises owned or leased by the subscriber will necessitate changes in the Company's wiring or equipment, and the subscriber agrees to pay the Company's current charges for such changes. (T)  
(T)

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ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

D. Payment for Service

The subscriber is required to pay all charges for exchange services and facilities, and for toll messages in accordance with the provisions in this tariff. The subscriber is held responsible for all charges for telephone service rendered at the subscriber's telephone, both exchange and toll, including charges for toll messages on which the charges have been reversed.

1. Billing

The Company issues bills on a monthly basis with bills received by the customer on or about the same day each month. The bills are payable upon presentation.

Customers generally are provided one copy of the regular monthly bill. Additional copies of bills no more than three years old may be provided at a charge of \$5.00 per bill copied. Failure to receive a bill does not relieve a customer of the responsibility for payment for telephone service.

The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alternation 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.

Information regarding charges for delinquent past-due balances is available at:

[www.fidelitycommunications.com](http://www.fidelitycommunications.com)

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The Company sets the following on bills:

(T)

- a. The number of access lines for which charges are stated;
- b. The beginning or ending dates of the billing period;
- c. The date the bill becomes delinquent if not paid on time;
- d. The unpaid balance (if any);
- e. The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call; and
- f. 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.

(l) Rate increase

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ESTABLISHMENT AND FURNISHING OF SERVICE - Continued

Missouri Public  
Service Commission

D. Payment for Service (Cont'd)

REC'D FEB 20 2001

- g. the total amount due
- h. if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
- i. a telephone number where inquires may be made
- j. if a deposit is held by the company

During the first billing period in which a residential customer receives service, the Company provides each customer an itemized account of the charges for the equipment and service for which the customer has contracted.

Customer shall pay all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the company's net income) subject to the commission's approval. Such taxes shall be separately stated on the applicable bill. Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission.

2. Collections

The bill becomes delinquent twenty-one (21) days after the billing date. (D)

Missouri Public  
Service Commission (D)

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Issued By:

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Fidelity Communications Services I, Inc.  
64 N. Clark  
Sullivan, MO 63080

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ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

D. Payment for Services (Cont'd)

2. Collections (Cont'd)

A "reconnection" charge is applicable to each reconnection of service that has been discontinued for non-payment of charges due. No allowance will be made for loss of service during the period service is disconnected before the completion of an order to terminate the service. Subsequent to the completion of an order to terminate the service, it may be at the option of the Telephone Company to re-establish only on the basis of a new application. (T)

Information regarding reconnection charges is available at: (T)

[www.fidelitycommunications.com](http://www.fidelitycommunications.com) (T)

3. Subscriber About to Vacate Premise

The Company will hold a subscriber about to vacate a premise responsible for all service rendered up to and including the date specified by the subscriber for the discontinuance of service.

E. Unusual Installation Costs

Where special conditions or special requirements of the subscribers involve unusual construction or installation costs, the subscriber may be required to pay a reasonable proportion of such costs.

F. Line Extensions

Lines will be extended for permanent customers in accordance with the guidelines established in the Special Construction section of this tariff.

Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way.

(I) Increase



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DEFINITIONS

APPLICANT

MO. PUBLIC SERVICE COMM

Any person, partnership, cooperative corporation, corporation, lawful entity, or any combination thereof requesting service from Fidelity Communications Services I, Inc.

ACCESS LINE

See "Central Office Access Line".

CENTRAL OFFICE ACCESS LINE

A circuit extending from the central office equipment up to and including the demarcation point located on the customer's premises. Central Office access line service includes tone dial service, toll free calling to any other customer residing within the same local exchange calling area of the incumbent local exchange telephone company and 1+ access to their interexchange carrier of choice for both InterLATA and IntraLATA long distance services. (Commonly referred to as presubscription.)

CHANNEL

The term "Channel" designates the electrical path provided by the Telephone Company between two or more locations.

CIRCUIT

The term applies to a channel used for the transmission of electrical energy in the furnishing of telephone service.

CONNECTING COMPANY

A corporation association, partnership or individual owning or operating one or more exchanges and with whom traffic is interchanged.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc. provided with services by Fidelity Communications Services I, Inc.

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DEFINITIONS – Continued

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CONTRACT

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The term "Contract" refers to the service agreement between a subscriber and the Telephone Company under which service and facilities are furnished in accordance with the provisions of the Tariffs applicable.

DEMARCATION POINT

The point of connection, provided and maintained by the telephone utility to which the station wiring become dedicated to any individual customer's use. For an individual customer dwelling, this point of connection will generally be the modular jack incorporated into the customer side of the Network Interface Device (NID) or Remote Service Unit (RSU). The drop wire and the network protector will continue to be provided by, and remain the property of, the telephone company. The demarcation point is usually the point at which the telephone company wiring connects with the customer's wiring.

EXTRA LISTING

An extra listing is any listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled in connection with his regular service.

INDIVIDUAL CASE BASIS

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

INDIVIDUAL LINE

A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk.)

INSTALLATION CHARGE

A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

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DEFINITIONS-Continued

MO. PUBLIC SERVICE COMM

LOCAL EXCHANGE SERVICE

Telecommunications within a local service area in accordance with the provisions of the Company's Tariffs.

LOCAL MESSAGES

A Local Message is a communication between subscribers located within the same Exchange Area.

LOCAL SERVICE AREA

That area throughout which a subscriber to local exchange service, at a given rate, can call other subscribers without the payment of a toll charge. FCSI concurs with the incumbent local exchange carriers local calling area.

NETWORK INTERFACE DEVICE (NID) OR REMOTE SERVICE UNIT (RSU)

A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

PREMISES

All of the building or the adjoining portions of a building occupied and used by the subscriber or all of the buildings occupied and used by the subscriber as a place of business or residence, which are located on a continuous plot of ground not intersected by a public highway.

PRIVATE BRANCE EXCHANGE TRUNKS

(See Central Office Access Line)

PRIVATE LINE

A circuit provided to furnish communication between two or more instrumentalities directly connecting to it. Such instrumentalities do not have access to the general exchange and interexchange networks.

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Section 10  
APR 03 2000 Original Sheet 4

DEFINITIONS-Continued

MO. PUBLIC SERVICE COMM

SUBSCRIBER

As used in this Tariff, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers even in the same Exchange. The privileges, restrictions and rates established for a subscriber to any class of service are limited to the service at one location; and no group treatment of service at separate locations, furnished to one individual or firm, is contemplated or to be implied, except when definitely provided for in the schedules.

TOLL MESSAGE

A message from a calling station to a station located in a different local service area.

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STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES SERVICE COMM

Pursuant to Missouri Public Service Commission Rule 240-33.060 (3), the company will provide its Customers with the following information, at the time service is established:

A. Rights and Responsibilities of Missouri Residential Telephone Customers

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

B. Your Telephone Bill

You will receive a telephone bill from us each month. FCSI provides basic local telephone service (including access to 911, where available) and certain custom calling services. 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 disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

C. Payment Arrangements

Payment may be sent to FCSI. Payment for service may be made by check, or may be paid in cash at an authorized location. If you are temporarily having difficulty paying your telephone bill, please call FCS I immediately at 1-800-392-8070. By doing this, you may avoid having your phone service disconnected or terminated.

D. Disconnection or Termination of Telephone Service

Your telephone service is subject to disconnection or termination for any of the reasons listed below. If service is terminated, a new telephone number will be assigned and you will be required to pay installation charges again. If service is disconnected, your telephone number is reserved for 10 days and you will not be charged installation charges again.

1. Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until FCSI has notified you in writing at least 10 days in advance of the discontinuance.. Additionally, FCS I will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.

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MO. PUBLIC SERVICE COMM

**STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES (Cont'd)** Missouri Public Service Commission

**D. Disconnection or Termination of Telephone Service (Cont'd)**

REC'D FEB 20 2001

- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 3. Misrepresentation of identity in obtaining telephone utility service.
- 4. Incurs charges and evidences an intent not to pay such charges when due.

**a. Reconnection of Service**

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

- 1. Payment for all undisputed amounts must be received by FCSI.
- 2. Installation charges must be paid again if your service has been terminated. Installation charges will not be charged if your service has been disconnected.
- 3. One month's advance payment and/or a deposit has been made.

**b. Procedures for Handling Inquiries and Complaints**

Telephone inquiries may be directed to FCS I at 1-800-392-8070. Written inquiries may be directed to 64 N. Clark, Sullivan, Missouri 63080.

**G. Filing a Complaint with the Missouri Public Service Commission**

If FCS I cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 200 Madison Street, Jefferson City, MO 65102, toll free at (T) 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint, in writing, with the Missouri Public Service Commission at their mailing address: P.O. Box 360, Jefferson City, Mo. 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2<sup>nd</sup> Floor, Jefferson City, MO. 65101. The Public Counsel's telephone number is 1-573-751-4857.

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Missouri Public Service Commission

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**APR 03 2000**

**ESTABLISHMENT AND MAINTENANCE OF CREDIT**

**A. Establishment Of Credit**

**MO. PUBLIC SERVICE COMM**

The Telephone Company is not obligated to furnish service to any individual or firm that has an unpaid and undisputed delinquent account for service previously rendered by the Company at the same or different address, until arrangements have been made to liquidate such previously indebtedness to the Company.

**B. Deposits**

The Company may require an applicant or an established customer to make a deposit to be held by the Company as a guarantee of the payment of charges subject to the following conditions:

The applicant is unable to establish that he has had a previous account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid or,

The applicant has not previously had telephone service for a twelve (12) month period and does not meet at least two of the following criteria:

1. Has a valid major national charge card.
2. Has a valid major national oil company charge card.
3. Home ownership (excluding mobile homes).
4. Has a local charge card.
5. Has been employed two years or more with the same employer.
6. Has an existing loan from a financial institution not considered delinquent by the creditor.

A present customer may be required to post a deposit as a condition of continued service if undisputed charges in two (2) of the last twelve (12) billing periods have become delinquent or the customer has had service discontinued at any time during the preceding twelve (12) billing periods.

An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guarantee in an amount not to exceed the requested deposit, from a present customer with the telephone company, with at least two years of established service whose service has not been suspended for non-payment within the last twelve (12) months. The guarantee contract shall be on a form provided by the Telephone Company which shall include the Company's right to transfer charges to the limit of the guarantee, from a defaulted bill of the customer from whom a deposit or a Contract of Guarantee was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service. A guarantor shall be released upon satisfactory payment by the customer of all undisputed charges during the last twelve (12) billing periods.

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**00 - 191**  
**MO. PUBLIC SERVICE COMM**

**ESTABLISHMENT AND MAINTENANCE OF CREDIT**

**B. Deposits – Continued**

The Company shall permit a customer, concurrent with the beginning of service, to post a deposit in two (2) equal monthly installments or as otherwise agreed upon.

The Telephone Company will not require a deposit or contract of guaranty because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, condition of physical handicap, or geographical area of residence of a customer or potential customer.

The amount of deposit for a present customer will be twice that customer's average monthly billing. The average monthly billing will be based on the actual billing for services. The amount of deposit will be based upon the immediate months preceding the request for the deposit, not to exceed twelve (12) months. (T)

Upon discontinuance or termination of service, the deposit will be credited to the charges stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of such final bill. (D)

Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, the deposit will be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charged secured by such deposit. (D)

A guarantor shall be released upon satisfactory payment of all disputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

The fact that a deposit has been made, or a guaranty provided, shall in no way relieve the applicant or the discontinuance of service for nonpayment of any charges due the Company for services rendered. The Company may discontinue service to any customer failing to pay undisputed delinquent charges without regard to the fact that such customer has made a deposit with the Company to secure payment of such charges or has furnished the Company with a guarantee in writing of such charges.

(D)



**ESTABLISHED AND MAINTENANCE OF CREDIT - Continued**

**C. Discontinuance of Service for Failure to Establish or Maintain Credit**

Service may be discontinued for any of the following reasons:

- (1) Non-payment of an undisputed delinquent charge for basic local telecommunications service.
- (2) Failure to post a required deposit or guarantee.
- (3) Failure to substantially comply with the terms of a settlement agreement.
- (4) Refusal, after reasonable notice, to permit inspection, maintenance, or replacement of the Company's facilities. (T)
- (5) Material misrepresentation of identity in obtaining telephone service.
- (6) Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- (7) As provided by state or federal law.

(D)  
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(D)

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ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

C. Discontinuance of Service for Failure to Establish or Maintain Credit (Continued)

Twenty-four (24) hours prior to discontinuance, the Telephone Company will make a reasonable effort to contact the customer and advise the customer of the proposed discontinuance and what steps must be taken to avoid the discontinuance.

(T)

(D)

(D)

D. Restoral of Service Charges

Where service has been discontinued for failure to maintain credit as specified above, the restoral of service charge will be made and collected by the Company.

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PSC MO. No. 1  
Section 13  
Original Sheet 1

APR 03 2000

**APPLICATION OF BUSINESS AND RESIDENCE SERVICE**  
**MO. PUBLIC SERVICE COMM**

The Applicability of business and residence rates is governed by the actual or obvious use made of the service. The use to be made of the service will be ascertained from the applicant at the time of application for service.

**A. Business Service**

In offices, stores, factories, mines, and all other places of a strictly business nature.

In boarding houses, except as noted under B below, offices of hotels, and offices of apartment buildings; quarters occupied by clubs, or lodges, public, private or parochial schools or colleges, hospitals, libraries, churches, and other similar institutions.

At residence locations when the subscriber has no regular business telephone and the use of the service either by themselves, members of his household, his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

At residence locations, when an extension station or extension bell is located in a shop or other place of business.

In college fraternity houses.

In any location where the listing of service at that location indicates a business, trade or profession, except as specified under B below.

Where the place of business and the residence of a subscriber are on the same premises and no telephone is installed in the place of business, the rate shall be charged for the telephone installed in the residence.

**B. Residence Service**

In private residence where business listings are not provided.

In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

In the place of residence of a clergyman or nurse, in the place of residence of a physician, surgeon or other medical practitioner, dentist or veterinary, provided the subscriber does not maintain an office in the residence.

In the Pastor's Study of a church when it is listed as Pastor's Study.

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INITIAL CONTRACT PERIODS-FOR BASIC LOCAL TELEPHONE SERVICE

Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location. The rate for one full month of service including connection and applicable toll charges shall apply on service for less than the minimum service period.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.

The Telephone Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands, and involving extra costs.

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TERMINATION OF SERVICE

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In the case of basic local telephone service, service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.

In the case of service for which the initial contract period is less than one month, charges for one full month shall apply.

In the case of directory listings where the listings has appeared in the directory, the charges due to the end of the directory period, except that in the following cases charges will be continued only to the date of termination of the extra listing, subject however, to a minimum charge for one month:

1. The contract for the main service is terminated
2. The listed party becomes a subscriber to some class of exchange service.
3. The listed party moves to a new location.
4. The listed party dies.

Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

Service may be terminated after the expiration of the initial contract period, upon the Telephone Company being notified, and upon payment of all charges due to the date of termination of service.

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**DISCONTINUANCE OF SERVICE**

Service may be discontinued for any of the following reasons:

1. Non-payment of an undisputed delinquent charge for basic local Telecommunications service.
2. Failure to post a required deposit or guarantee.
3. Unauthorized use of the telephone company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
4. Failure to substantially comply with the terms of a settlement agreement.
5. Refusal after reasonable notice to permit inspection, maintenance, or replacement of the telephone company's equipment.
6. Material misrepresentation of identity in obtaining telephone utility service.
7. As provided by state or federal law.

A Late Payment Charge will be applied to each customer's account receiving a disconnect notice. This charge is to compensate for the additional administration expenses associated with these accounts.

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(D)

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**DISCONTINUANCE OF SERVICE - Continued**

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(D)

Payment by personal check may be refused if the customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, except with the dishonor is due to bank error.

Upon the customer's request, Company shall restore service consistent with all other provisions of this tariff when the cause of discontinuance has been eliminated.

Notices of Discontinuance shall contain the following information:

1. The name and address and the telephone number of the customer.
2. A statement of the reason for the proposed discontinuance and the cost (to the customer) for reconnection.
3. The date after which service will be discontinued unless appropriate action is taken.
4. How a customer may avoid the discontinuance.
5. The customer's right to enter into a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full.
6. The telephone number where the customer may make an inquiry.
7. A statement that this notice will not be effective if the charges involved are part of an unresolved dispute.

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210 E. Earll Drive  
Phoenix, AZ 85012

**Fidelity Cablevision, LLC  
d/b/a Fidelity Communications**

**P.S.C. MO. NO. 1  
Section 16  
1<sup>st</sup> Revised Sheet 3  
Cancels Original Sheet 3**

**HOLD FOR FUTURE USE**

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Section 17

1<sup>st</sup> Revised Sheet 1

Cancels Original Sheet 1

**DISPUTED BILLS**

**MISSOURI  
Public Service Commission**

- A. A customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during regular business hours. A dispute must be registered with the Company prior to the delinquent date of a charge for the customer to avoid discontinuance of service as provided by this tariff. (C)
- B. When a customer advises the Company that all or part of a charge is in dispute, the Company shall record the date, time and place the inquiry is made; investigate the matter promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- C. Failure of a customer to cooperate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service under this tariff.
- D. If a customer disputes a charge, the customer shall pay an amount to the Company equal to that part of the total bill not in dispute. The parties shall consider the customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Company shall not discontinue service for nonpayment of charges in dispute while the dispute is pending.
- E. If the parties are unable to determine the amount not in dispute, the customer shall pay to the Company, at the Company's option, an amount not to exceed fifty (50) percent of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Company shall not discontinue service to a customer for nonpayment of charges in dispute while that dispute is pending.
- F. Failure of the customer to pay to the Company the amount not in dispute with four (4) working days from the date the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service and the Company may then proceed to discontinue service as provided in this tariff.
- G. If the dispute is ultimately resolved in favor of the customer in whole or in part, the Company must promptly repay any excess moneys paid by the customer.
- H. If the dispute cannot be resolved to the satisfaction of the customer, the Company shall notify the customer of its right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission.
- I. After resolution of the customer complaint, the Company may treat a second complaint based on the same facts as already determined. (C)

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Dave Beier

Fidelity Communications Services I, Inc.

64 N. Clark

Sullivan, MO 63080

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Public Service Commission**

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Section 18

**MO. PUBLIC SERVICE COM**

Original Sheet 1

**SPECIAL SERVICES AND FACILITIES**

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Section 19

MO. PUBLIC SERVICE COMM

Original Sheet 1

**CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES**

**A. General**

The charges, deposits and regulations specified below apply to connection with all classes of service or facilities furnished by the Telephone Company and are in addition to the installation charges applying in connection with particular classes of service or facilities and in addition to service connection and move charges which are covered separately in the other sections of this tariff.

Construction charges may be payable, at the option of the Telephone Company, at the time the application is made.

Plant extensions made by the Telephone Company in accordance with these rules, however financed, shall be and remain the property of the Telephone Company, or may be owned by some other company with whom the Telephone Company has a joint-user, resale, or interconnection agreement.

**B. Rules For Extensions Of Permanent Distributing Plant For Company Exchange Access Arrangements**

**Within the Base Rate Area**

Within the base rate area the Telephone Company will extend its distributing plant to furnish basic exchange service to any applicant without requiring a construction charge, except for paragraph H. of this section. The base rate area includes and generally follows the incorporated city limits of village or town where service is provided and/or where the Company has extended facilities.

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Section 19

MO. PUBLIC SERVICE COM. Original Sheet 2

CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES-Continued

C. Dual Use

Telephone lines and/or coaxial lines may be installed in the same trench with other utility facilities unless, in the judgement of the Company, to do so would be dangerous, uneconomical, or impractical.

D. Rights-Of-Way and Easements

The Telephone Company will construct, own, operate, and maintain underground telephone lines and/or coaxial lines only along public streets, roads, and highways which the Telephone Company has the legal right to occupy and on public lands and private property across which right-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company.

1. Rights-of-way and easements, satisfactory to the Telephone Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Telephone Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions and graded to within six inches of final grade, by applicant, at no charge to the Telephone Company. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company.

E. Advance Payments

The Telephone Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If in the judgement of the Telephone Company an advance is required under the above described conditions, the Telephone Company has the right to refuse installation of the underground system until the required advance is paid to the Telephone Company.

If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rate basis as the permanent service connection is made to each building or multiple-occupancy building.

Any portion of an advance not refunded five years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account.

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Issued By:

John Colbert, Senior Vice President  
Fidelity Communications Services I, Inc.  
64 N. Clark  
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Section 19  
Original Sheet 3

**MO. PUBLIC SERVICE COMM**

**CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES-Continued**

**F. Temporary Facilities**

Temporary facilities may be installed to provide service when necessary, for a maximum period of one year.

1. Where it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

**G. Changes**

If after the acceptance of request for service, the design of plant to be constructed is changed in a manner which increases the Company's estimated installation costs, or the estimated costs of installation are increased for any other reason caused by the applicant, the Company may defer or discontinue installation of its facilities until such time as such additional cost is paid by the applicant to the Company.

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CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES -Continued

H. Special Construction and Facilities

The Telephone Company will provide an estimate of actual charges to the customer prior to the start of construction.

The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

Where no facilities are in place, the Company will build and extend facilities at prices to be determined on an individual case basis. Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific, ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

Ownership of all facilities constructed under this section up to the demarcation point will remain with the Telephone Company.

Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. in advance of its normal construction;
8. involving abnormal costs.

Where the Company furnishes a facility on a special construction basis, or any facility for which a rate or charge is not specified in the Company's tariff, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges for contract periods longer than one month; (3) termination liabilities; or (4) combinations thereof.

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## VACATION RATE

Upon request from a subscriber having any class of exchange service, the service may be suspended for a period of one month or more. No outward or inward service is provided during the period of suspension. Only one period of suspension, not to exceed three months, is allowed in any calendar year.

Temporary suspension of service may begin and terminate on any day of the month, provided reasonable notice is given in advance. The appropriate service connection charges for restoration of service will apply.

The reduction in rate for the period of suspension is equal to 50 per cent of all charges under this Tariff.

Bills are rendered at the regular rate at regular billing dates during the period of suspension. Payment for local service equal to the anticipated suspension period shall be made in advance and the allowance applied after the service is restored.

(T) Change in Text

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Fidelity Telephone Company  
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**EXTENSION STATIONS**

MO. PUBLIC SERVICE COMM

Detached extension stations are provided upon customer request on the customer's premises or at off-premises locations only if facilities are available. Customers may be required to reimburse the Company for a portion of the construction costs according to the rules and regulations as specified in Construction Charges section of this Tariff. In the case of off-premises extensions primary exchange service generally must be available at the same location as the detached extension. Monthly service rates will be determined on an individual case basis.

**Local Loop Rental**

The following charges apply to Private Line Voice Teletype (Not TWX), Data, Metering or Control Channels where necessary facilities are available. When facilities are not available, the customer may be required to pay an additional charge or to contract for service beyond the initial period, or both.

When facilities must be constructed to provide service to an applicant beyond the Base Rate Area, charges shall be determined on an individual case basis.

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**EMERGENCY NUMBER SERVICE (E911)**

Fidelity Communications Services I provides emergency number service in compliance with Commission rules (i.e. 4 CSR 240-34) and the rules and regulations contained in this tariff.

Fidelity Communications Services 1 Inc. (FCSI) is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider or Customer) with accurate information necessary to update the E-911 database at the time the Company submits subscriber orders to the local exchange company whose service is being resold pursuant to these tariffs. (T)

At the time FCSI provides basic local service to a subscriber by means of FCSI's own cable, coaxial line pair, or over any exclusively owned facility, FCSI will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. (T)

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

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

**A. ADDITIONAL GENERAL PROVISIONS**

1. Enhanced Emergency Number Service, also referred to as E911 Service, is a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement, for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
2. Equipment used in conjunction with Enhanced 911 Services located at the PSAP is the responsibility of the customer.
3. E911 Service is offered subject to the availability of facilities.
4. The E911 Service Customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The Customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police and fire and other services within the telephone central office areas arranged for E911 Service calling.

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## A. ADDITIONAL GENERAL PROVISIONS (cont'd)

## 5. Enhanced 911 Service is available in four elements as follows:

- a. Dedicated 911 Central Office Circuits – Arranged for incoming use only in conjunction with an E911 Service.
- b. ANI Spills – Provides for the telephone number of the calling party to be forwarded to the PSAP.
  1. ANI Spill does not guarantee the capability of forwarding the number of an off premise extension and stations behind business systems will possess the identity of the main billing number.
  2. ANI Spill can only be provided with the use of dedicated facilities from the central office serving the end user to the PSAP.
  3. The PSAP's premises equipment used in conjunction with E911 ANI Spill Service must be reviewed by the Telephone Company to determine the compatibility of the unit with the E911 Service requested.
- c. PSAP Data Base Update Service (Automatic Location Identification) – Provides the PSAP with an initial list, as well as periodic updates, of subscriber names, telephone numbers, and addresses. Procedures and timing will be mutually agreed upon by the Customer and the Company.
- d. Selective Routing Service – Available when an E911 System is served by more than one PSAP or when a central office is split by a political boundary and one of the political areas does not subscribe to 911 Services. This service routes the call to the correct PSAP or to a recording/operator, as appropriate, based on the caller's telephone number.

## B. RULES AND REGULATIONS

1. This Service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 Service will be provided within any government agency's locality.
2. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number.

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Fidelity Communications Services I, Inc.  
64 N. Clark  
Sullivan, MO 63080

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## B. RULES AND REGULATIONS (cont'd)

3. The Service is furnished to the Customer only for the purpose of receiving reports of emergencies by the public.
4. E911 Service is a telephone exchange communications service and is arranged for one-way incoming service to an appropriate PSAP.
5. E911 Service is provided solely for the benefit of the Customer operating the PSAP; the provision of such service shall not be interpreted, construed, or regarded either expressly or implied, as being for the benefit of, or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity other than the Customer.
6. The Company does not undertake to answer and forward E911 Service calls, but furnishes the use of its facilities to enable the Customer's personnel to accept such calls on the Customer's designated premises.
7. E911 Service information consisting of the name, address, and telephone numbers of telephone subscribers whose listings are not published in directories or listed in directory assistance offices is confidential, however, such information may be provided for the purpose of responding to emergency 911 Service calls or as otherwise required.
8. Any party residing within the E911 Service district forfeits the privacy afforded by non-published service to the extent that the telephone number and the address associated with the originating station location are furnished to the PSAP.
9. The Company's entire liability to any person for interruption or failure of E911 Service shall be limited by the terms set forth in this section and other sections of this tariff.
10. The Customer will have the responsibility to determine whether the system is functioning properly for its use and shall promptly notify the Company in the event the system is not functioning properly.
11. E911 Service will be furnished by the Company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where E911 Service is offered.

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## B. RULES AND REGULATIONS (cont'd)

12. Each Customer also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others.
13. Application for E911 Service must be executed in writing by each Customer and must be accompanied by satisfactory proof of authorization to provide E911 Service in the exchanges where service is requested. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the Customer. At least one local law enforcement agency must be included among the participating agencies in any E911 Service request.
14. In addition to all other terms and conditions, the following requirements will apply:
  - a. The Customer will answer all E911 Service calls on a 24-hour day, seven-day week basis.
  - b. The Customer has the responsibility for dispatching the appropriate emergency service within the E911 Service area, or will undertake to transfer all E911 Service calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - c. The Customer will subscribe to a minimum of two dedicated E911 circuits per exchange for adequate handling of incoming E911 Service calls.
  - d. The Customer will subscribe to additional local exchange service at the PSAP location for administrative purposes, for placing of out-going calls and for receiving other emergency calls including any which may be relayed by the Telephone Company operators.

## B. RULES AND REGULATIONS (cont'd)

15. The Telephone Company will load and establish the initial Data Base into the PSAP Customer's equipment from the Company's master list. It will be the responsibility of the PSAP Customer to verify and update location and special record information on end-user. Data Base Update Service will be provided to the PSAP Customer each business day. A hard copy of the complete Data Base will be furnished by the Telephone Company to the Customer on request for verification of telephone number, name, and address.
16. The Customer will agree to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service hereunder.
17. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission of service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission of service which are caused or contributed to by the negligence or willful act of the Customer or authorized user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
18. This service does not apply to extensions or other service offerings which reach beyond the jurisdictional boundaries for E911 Service.

## B. RULES AND REGULATIONS (cont'd)

19. E-911 service will not function properly if the person dialing E-911 (the "calling party") moves his/her premise equipment (such as a multimedia terminal adapter) to a different location (either temporarily or permanently) that is different from the location registered or recorded with the Company. It is the calling party's responsibility to correctly identify the address where his/her premise equipment is located. If the calling party moves his/her equipment from the recorded service address, the calling party's emergency calls may be routed to the wrong emergency authority, or emergency personnel may be misdirected to the wrong address. Therefore, the calling party has the responsibility of immediately notifying the Company of any change in the calling party's service address. Similarly, if the calling party is using premise equipment that has a telephone number registered to a different location than that from which he/she is placing the E-911 call, emergency authorities or personnel may be unable to determine the location from which the end-user customer is calling. Therefore, the Company is not liable to any person for failure of the E-911 service to correctly identify the location of the calling party where such calling party 1) has moved its premise equipment to another location other than his/her service address or 2) is using premise equipment at its service address that has a telephone number registered to a different location.

Fidelity Cablevision LLC  
d/b/a Sparklight

P.S.C. No. 1  
Section 23  
1<sup>st</sup> Revised Sheet 1  
Cancels Original Sheet 1

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**HOLD FOR FUTURE USE**

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**MO. PUBLIC SERVICE COMM**

**NUISANCE CALL INVESTIGATION (LINE TRAP SERVICE)**

Nuisance Call Investigation is generally determined to be a public service offering and may be provided, where switching facilities permit, to the public to insure its well-being and safety. Nuisance Call Investigation service is only provided at the written request of law enforcement agencies and/or by Court Order.

The duration of a nuisance call investigation is generally limited to a 15-day period or the duration of the court order, but may be extended if deemed necessary to further protect the public's well-being and safety.

The Telephone Company must conform to all local, county, state and federal laws applying to nuisance call investigations, and the delivering of results thereof.

Generally, a nuisance call investigation request must be initiated jointly by the governing law enforcement agency and customer in a document conforming to the local, county, state or federal law. Furthermore, the party requesting such an investigation must orally or in writing express his willingness to prosecute whenever possible.

Results of nuisance call investigation are limited to the identification of the line and not the party originating the call; and, said results will only be submitted to the law enforcement agency originating the request.

The Telephone Company may apply a \$8.00 nonrecurring service order charge to the party requesting a nuisance call investigation.

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