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August 8, 2000

FILED²

AUG 08 2000

Missouri Public
Service Commission

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

Re: Cypress Communications Operating Company, Inc.; Interexchange Application
Case No. TA-2000-830

Dear Judge Roberts:

Please find enclosed an original and five copies of the following substitute or additional sheets for the proposed tariff already on file in this matter:

Original Sheets #2-3
Original Sheets #5-6
Original Sheets #20-23
Original Sheet #25
Original Sheets #34-38.

These substitution sheets have been prepared in response to the recent suggestion of staff member, Art Kuss. I also have forwarded a copy of these substitute sheets to him for his records.

Thank you for your attention to this matter.

Sincerely,

NEWMAN, COMLEY & RUTH, P.C.

By:

Cathleen A. Martin

Cathleen A. Martin
martinc@ncrpc.com

CAM/slw

Enclosures

cc: Office of Public Counsel
General Counsel
Gregory Fickling
Alexander Stokas
Art Kuss

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SECTION 2 – REGULATIONS (Cont'd)

2.3 Use of Service

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law.

2.4 Customer Equipment and Channels

2.4.1 Interconnection With Other Companies

Service furnished by Cypress may be connected with services or facilities of another participating Company or may be provided over facilities that are solely provided by local utilities and/or interexchange carriers other than Cypress. Service furnished by Cypress is not part of a joint undertaking with such other carriers.

2.5 Advance Payments and Deposits

To safeguard its interests, before services and facilities are furnished, Cypress may require a Customer, whose financial responsibility is not established to the satisfaction of Cypress, or who is a bad credit risk or non credit rated, to make an advance payment to be held as a guarantee for the payment of charges. The advance payment will not exceed an amount equal to two-month's estimated charges, as determined by Cypress. The advance payment will be credited to the Customer's bill. An advance payment may be required in addition to a deposit.

2.5.1 Deposits

To safeguard its interests, Cypress may require a Customer, whose financial responsibility is not established to the satisfaction of Cypress, or who is a bad credit risk or non credit rated, to make a deposit to be held as a guarantee for payment of charges. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month; or

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SECTION 2 – REGULATIONS (Cont'd)

2.5 Advance Payments and Deposits (cont'd)

2.5.1 Deposits (cont'd)

- B. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

When Cypress determines that a Customer presents a credit risk, the Customer may be required to tender a deposit in addition to an advance payment.

When a service or a facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, Cypress may, at its option, return the deposit or credit it to the Customer's account.

Deposits held will accrue interest at a rate of 9% annually. The Company is not required to pay interest on a deposit held less than 180 days and shall not be required to pay interest on a deposit after termination or discontinuance of service, if Cypress has made reasonable effort to refund the deposit.

Customers who present a credit risk may also be required, at any time, to provide other assurances of, or security for, the payment of Cypress' charges for its services as deemed necessary, including without limitation, advance payments for service, third party guarantees or payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The required deposits or other security may be increased or decreased by Cypress, as it deems appropriate in the light of changing conditions.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills

2.6.1 Rendering of Bills

Regular Customer bills are issued monthly. Each bill contains the dates included in the billing period, dates for service charges associated with work performed and the last date for timely payment. Bills include the amount the Customer is charged, stated by category, sales tax and excise tax, with separate entries for total amounts current or in arrears. Reasonable Customer requested adjustments to monthly bills may be made if the Customer brings the desired adjustment to Cypress' attention within sixty (60) days of issuance of the bill. Cypress reserves the right to extend the period for adjustments beyond the sixty (60) day period if, in Cypress' judgment, the situation so warrants.

2.6.2 Due Dates

Customer payments are considered prompt when received by Cypress or its agent by the due date on the bill. The due date is twenty-one (21) days after the date on which the bill is rendered. Any Customer not paying within twenty-one (21) days is considered delinquent.

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SECTION 2 – REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.3 Payment for Service

The rates specified in this Tariff are rates based on usage, billed monthly and payable in arrears. All Customers shall be permitted to have a last date for timely payment changeable for cause in writing. Such a change will become effective when acknowledged by Cypress. Until acknowledged, no change in date of timely payment is recognized by Cypress. The maximum payment required for restoration of service that existed prior to disconnection shall be the total past-due amount, applicable charges and Advance Payment and Deposit as specified elsewhere in this Tariff. The Customer is held responsible for all charges for services furnished at the Customer's request and for all toll service furnished. Except as provided elsewhere in this Tariff, the rate for a full billing period is specified in this Tariff. If the prorating indicates a refund is due, the refund is applied as a bill credit.

The Customer is liable for any legal fees incurred by Cypress in the process of collecting a past-due amount. The amount of these fees can be determined by officers of court if the proceedings are fully litigated. If the Customer acquiesces to Cypress' demand for payment before a judgment is rendered, Cypress will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

2.6.4 Disputed Bills

In the event of a dispute concerning a bill, Cypress may require the Customer to pay the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using complaint procedures in this Tariff under section 2.6.5, shall continue for no more than forty-five (45) days after the rendering of the disputed bill. During this period the service shall not be disconnected for nonpayment of the disputed amount.

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SECTION 2 - REGULATIONS (Cont'd)

2.6 Rendering and Payment of Bills (Cont'd)

2.6.6 Discontinuance of Service—General

Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this Tariff or provision of law upon written notice, as required below, without incurring any liability for damages due to loss of telephone service to the Customer. Termination of service will not occur on any Friday, Saturday, Sunday or legal holiday. Charges will not be considered past due until twenty-one (21) days after the date on which the bill is rendered.

The Company may refuse or discontinue service under the following conditions provided that the Customer shall be given five (5) days written notice, excluding Sundays and legal holidays, to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service, including, but not limited to, the placement of harassing, annoying or repeated unwanted calls of which the Company receives notice.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation(s) or the Company's rules and regulations on file with the Commission.

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SECTION 4 – SERVICE OFFERINGS (Cont'd)

4.5 Operator Services

The Company does not provide Operator Services but does provide Directory Assistance service pursuant to the rates set out in section 5.7.

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SECTION 5 – RATES

5.1 Statewide Calling Service

24 hours a day, 7 days a week, 365 days a year

A.	Dedicated Access Services	<u>Rate (per minute)</u>
	Intrastate Basic Plan	\$0.1097
	Intrastate Plus Plan	\$0.1013
	Intrastate Premium Plan	\$0.0928
B.	Switched Access Services	
	Intrastate Zero Commitment Plan	\$0.1097
	Intrastate Dedicated Rate Plan	\$0.1055
	Intrastate Committed Rate Plan	\$0.1013

5.2 Toll Free Service

24 hours a day, 7 days a week, 365 days a year

A.	Dedicated Access Services	<u>Rate (per minute)</u>
	Basic Rate 800 Plan	\$0.13
	Basic Plus 800 Plan	\$0.12
	Basic Saver 800 Plan	\$0.11
	Conventional 800 Plan	\$0.10
	Standard 800 Plan	\$0.09
	Small Business 800 Plan	\$0.08
	Business Plus 800 Plan	\$0.07
	Corporate Plus 800 Plan	\$0.06

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SECTION 5 – RATES (Cont'd)

5.2 Toll Free Service (Cont'd)

B.	Switched Access Services	<u>Rate (per minute)</u>
	Zero Commitment 800 Rate Plan	\$0.09
	Dedicated Rate 800 Plan	\$0.079
	Committed Rate 800 Plan	\$0.069

5.3 Presubscribed Interexchange Carrier Charge ("PICC") Rate (per month)

Single line	\$0.53
Multi-line, per line	\$2.75

5.4 Late Payment Charge

Interest charges of 1.5 percent per month will be assessed on all unpaid balances more than twenty (20) days old.

5.5 Return Check Charge

A return check charge of \$25.00 will be assessed for each check returned for insufficient funds.

5.6 Restoration of Service

A restoration fee of \$30.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

5.7 Directory Assistance Charge Rate (per call)

Local Directory	\$0.45
National Directory Assistance	\$1.49

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SECTION 5 – RATES (Cont'd)

5.8 Payphone Surcharge

Pursuant to FCC regulations, the Company compensates payphone owners where calls originate at a payphone. A per call charge of \$0.24 per call is applicable to calls that originate from any domestic payphone used to access Company's services. This surcharge will be applied directly to Customer's bill. This charge is applied in addition to standard tariffed usage charges and any applicable surcharges associated with Company's services, and is not eligible to receive discounts or contribute to minimum usage requirements.

5.9 Special Rates For The Handicapped

[Reserved.]

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SECTION 6 -- PROMOTIONS

6.1 General

From time to time, Company may, upon Commission approval, offer specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least seven (7) days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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