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November 27, 2000

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

Re: OnSite Access Local, LLC
Case No. TA-2000-692

Dear Judge Roberts:

Enclosed please find the original and five copies of the following substitute sheet:

Mo. P.S.C. No. 1, Original Sheet No. 13

Mo. P.S.C. No. 1, Original Sheet No. 14

Mo. P.S.C. No. 1, Original Sheet No. 16

These sheets were revised pursuant to Staff suggestion, and should be substituted for their original counterparts.

Please contact me if you have any questions.

Very truly yours,

NEWMAN, COMLEY & RUTH P.C.

By:


Mark W. Comley
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MWC:ab

Enclosure

cc: Sara Buyak
General Counsel's Office
Tony S. Lee

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Service Commission

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.5 Cancellation or Interruption of Services (cont'd)

2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.6 Discontinuance of Service

2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Subscriber or to a particular Subscriber location, or may withhold the provision of ordered or contracted services after ten (10) days prior written notice:

- A. For nonpayment of an undisputed delinquent charge;
- B. Failure to post a required deposit or guarantee;
- C. 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;
- D. Failure to substantially comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- F. Material misrepresentation of identity in obtaining telephone utility service; and
- G. As provided by state or federal law.

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Issued by: Brian M. Benz, Senior Vice President, Finance
OnSite Access Local, LLC
1372 Broadway
New York, NY 10018

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.6 Discontinuance of Service (cont'd)

- 2.6.2 Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such day.
- 2.6.3 At least twenty-four (24) hours preceding discontinuance, the Company shall make reasonable efforts to contact the Subscriber to advise them of the proposed discontinuance and what steps must be taken to void it.
- 2.6.4 [Reserved]
- 2.6.5 [Reserved]

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by the Company or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.7.2 The Company will render bills monthly. Payment is due within thirty (30) days after the Subscriber's receipt of its bill.
- 2.7.3 The Company may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of the receipt, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

2.8 Validation of Credit

The Company reserves the right to validate the credit worthiness of Subscribers or Users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.11 Deposits

The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for Service. Upon application for Service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then-existing credit policies.

- 2.11.1 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.
- 2.11.2 In lieu of a deposit, Company may accept a written guarantee. The guarantee shall not exceed the amount of a cash deposit that the company could request under this section.
- 2.11.3 The deposit shall bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer.
- 2.11.4 Upon discontinuance or termination of service, the deposit will be credited, with accrued interest, to the charges stated on the final bill, and any balance will be returned to the Customer within twenty-one (21) days of the rendition of the final bill.
- 2.11.5 Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, guarantors will be released or deposits with accrued interest will be refunded or credited against charges on subsequent bills. Payment of charges will be considered satisfactory if received prior to the date on which the charge becomes delinquent provided the charge is not in dispute. The Company may withhold the refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.
- 2.11.6 The Company will maintain records of all pertinent information with regard to each deposit held for a period of at least two (2) years after the refund is made.
- 2.11.7 The Company will permit a customer to post a deposit required as a condition of continued service in two (2) equal monthly installments or as otherwise agreed upon. The Company will bill these installments as a line-item on customer bills.
- 2.11.8 No deposit, guarantee, additional deposit nor additional guarantee will be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence.
- 2.11.9 The company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.
- 2.12.10 At the time an application for service is made, an applicant may be required to pay an advance payment 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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