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January 16, 2001

VIA FEDERAL EXPRESS

FILED

JAN 17 2001

Missouri Public
Service Commission

Dale Roberts
Chief Regulatory Law Judge
Public Service Commission
State of Missouri
200 Madison Street, Suite 101
Jefferson City, MO 65102

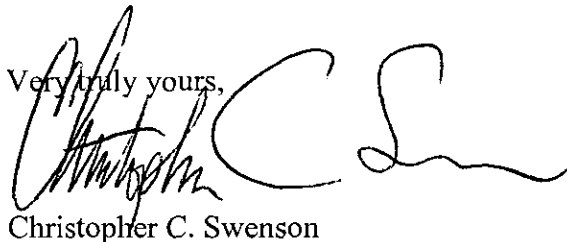
RE: Missouri Local Exchange Service Tariff of Universal Telecom, Inc.
P.S.C. Mo. Tariff No. 200100410
Case No. TA2000-598

Dear Mr. Roberts:

Pursuant to communications with Amonia Moore of the Missouri Public Service Commission, I have made the suggested revisions to Original Sheet Nos. 17, 18, 19, 28 and 47 of Tariff No. 200100410 previously submitted. In that regard, I herein submit an original and eight (8) copies of Substitute Sheet Nos. 17, 18, 19, 20, 28 and 47 for review by the Commission.

If you have any questions or comments, please do not hesitate to call me at the above listed number.

Very truly yours,



Christopher C. Swenson

CCS/pls

Enclosures

200100410

L. WIS, RICE & FINGERSH, L.

Dale Roberts
January 16, 2001
Page 2

cc: Office of the Public Counsel (via regular mail)
Michael F. Dandino
P.O. Box 7800
Jefferson City, MO 65102

Missouri Public Service Commission (via regular mail)
Assistant General Counsel
Nathan Williams
P.O. Box 360
Jefferson City, MO 65102

Amonia Moore (via facsimile)

2.1. Undertaking of the Company

2.1.1. Scope of Service

The Company shall exercise its best efforts to furnish communications service to Customers in connection with one-way and/or two-way information transmissions between points within the State of Missouri under the terms and conditions of this Tariff. The Tariff is for resale of services only on a prepaid basis, with said basic local telecommunications services being offered as a separate and distinct service from other services in accordance with § 392.455 R.S.Mo. The Company shall exercise reasonable efforts to make its services available for Customer use on the installation date, as soon as practicable after execution of a Service Order, subject to compliance with the Regulations. Customer shall execute the Service Order and any other documents as the Company may reasonably require. In the event of a conflict or inconsistency between the terms of the Service Order and those of the Tariff, the Tariff shall govern.

2.1.2. Conditions to Company's Obligations

The obligations of the Company to provide Services are subject to availability, procurement, construction, and maintenance of facilities required to meet the Service Order; the provision of Services to the Company for Resale by the Carrier; interconnection to other Services or facilities as required; and any applicable Credit Limit.

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other Carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3. Right to Discontinue or Block Services

The Company reserves the right to block Services to any Customer location, without any liability whatsoever, in the case that the Company detects or reasonably suspects either fraudulent or unlawful use of the Services at or by means of said location. The Customer will be given ten (10) days notice prior to Service being blocked or discontinued.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

Stacey Freeland

Vice President

105 East Adams Street, Building II, Suite 200

LaGrange, Kentucky 40031

26

2.1.4. Statement of Customer's Rights and Responsibilities

STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES

Pursuant to Missouri Public Service Commission Rule 240-33.060(3), Universal Telecom will hand-deliver or mail to its Customers the following information at the time service is requested:

RIGHTS AND RESPONSIBILITIES OF MISSOURI 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.

Your Telephone Bill

You will receive a telephone bill from Universal Telecom each month. Universal Telecom provides only basic local telephone service, which includes access to 911 and toll-free 800 services and the custom calling services listed below. Long distance service is not provided by Universal Telecom. Long distance can be accessed using pre-paid calling cards, or other calling cards utilizing a toll-free number. Additionally, you will not have access to the following calls, which will be blocked by Universal Telecom: long distance, toll, third-number billed calls, incoming collect calls and local or long distance operator services, including local and long distance directory assistance. Universal Telecom does not require a deposit for service.

A one-time activation fee and the first month's service charge plus associated taxes are due and payable before service is activated. The installation fee is 100% refundable upon request for termination of service within 10 business days following the date on which the Statement of Rights and Responsibilities is either hand-delivered or mailed to the Customer. In the event the Statement of Rights and Responsibilities is mailed to the Customer, the 10 business days shall start on the date of the postmark. The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the unused portion being refunded to the Customer.

All monthly service charges must be paid at least 30 days in advance of the period for which prepayment is made. If payment is not received within 21 days, your service is subject to suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

| | | |
|--|---|----------------|
| Universal Telecom's rates and charges are as follows: | One Time Activation Fee (per line) | \$40.00 |
| | Monthly Basic Local Line Charge | \$49.00 |

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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Custom Features:

| | Monthly | | Per Use |
|-----------------------------|---------|----------------------------|---------|
| Call Waiting | \$5.00 | Repeat Dial Busy, per use | \$0.75 |
| Call Forwarding | 5.00 | Call Return, per use | \$0.75 |
| Three-Way Calling | 5.00 | Three Way Calling, per use | \$0.75 |
| Caller ID, Name & Number | 10.00 | | |
| Unpublished Number | 5.00 | | |
| Area Calling (if available) | 15.00 | | |
| Call Return | 5.00 | | |

There is a One-Time Activation Fee for Caller ID:\$10.00

| | |
|---|---------|
| Telephone number charge: | \$15.00 |
| Non-recurring Usage Charges: | |
| Processing Change Service Request, per line | \$35.00 |
| Usage/Toll Charge, per use | \$5.00 |
| Directory Assistance, per use | \$0.31 |
| Restore/Reconnection Fee: | \$20.00 |

The rates listed above do not include applicable taxes and surcharges, including 911 and Relay-Missouri surcharges.

Payment Arrangements

Payment for Service must be sent to Universal Telecom or one of its representatives and may be made by credit card, cash, money order, or cashier's check. If you are temporarily having difficulty paying your telephone bill, please call Universal Telecom or one of its representatives immediately at 1-888-788-7978. By doing this, you may avoid having your phone service suspended or disconnected.

Disconnection or Suspension of Telephone Service

Your telephone service is subject to disconnection or suspension for any reason listed below. If service is disconnected, a new telephone number will be as signed and you will be required to pay installation charges again. Prior to actual disconnection, service is suspended, however, your telephone number is reserved for 10 days and you will not be charged for installation charges again. There is a reconnection fee of \$20.00

Service will be disconnected for any of the following reasons:

1. Nonpayment of any undisputed delinquent charge (you have 21 days after Universal Telecom renders your billing invoice to make your payment. Universal Telecom will send a reminder notice ten (10) days prior to your disconnection

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DATE EFFECTIVE: November 20, 2000

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date. In addition, Universal Telecom will make reasonable efforts to contact you by phone 24 hours prior to disconnection of 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;
3. Failure to substantially comply with terms of a settlement agreement;
4. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
5. Material misrepresentation of identity in obtaining telephone utility service; and
6. As provided by State or Federal law.

Universal Telecom will postpone disconnection for a period not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a period who is a member of the household, where telephone service is provided and where such person is under the care of a physician. Any person who alleges such an emergency must notify Universal Telecom and provide the Company with reasonable evidence of such necessity.

Reconnection of Service

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

1. Payment for all undisputed amounts must be received by Universal Telecom or its authorized agent;
2. Installation charges must be paid again if your service has been disconnected. A reconnection charge of \$20.00 must be paid if your service has been suspended;
3. One month's advance payment has been made.

Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to Universal Telecom, Inc. toll free at 1-888-788-7978. Written inquiries may be mailed to Universal Telecom, 105 E. Adams Street, Building II, Suite 206, LaGrange, Kentucky 40031.

DATE OF ISSUE: October 6, 2000

DATE EFFECTIVE: November 20, 2000

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considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified.

2.11. Deposits and Advance Payments

Company does not require a deposit for residential customers. The Company, at its sole discretion, may require any Customer to make an advance payment for consumption of Services. Prepayment in full is due at least 30 days in advance of the period for which the prepayment is made.

2.12. [Reserved for future use.]

2.13. Payment Arrangements

2.13.1. Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer.

2.13.1.A. Taxes: All charges and fees are subject to the Commission's jurisdiction, except taxes and franchise fees, which will be submitted to the Commission for prior approval. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be itemized separately on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.13.1.B. The rates set forth herein do not reflect or include taxes, Relay Missouri surcharges, E-911 surcharges, and franchise fees.

DATE OF ISSUE: October 6, 2000

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| | |
|---|---------|
| Call Return, per month | \$ 5.00 |
| Caller I.D. & Name & Number Delivery, per month | \$10.00 |
| Area Calling, (if available) | \$15.00 |
| Call Return, per use | \$.75 |
| Three Way Calling, per use | \$.75 |
| Repeat Dial-Busy, per use | \$.75 |
| Touch Tone Dialing | \$ N/C |

4.4.3. Non-Recurring Service Charges: Non-Recurring charges associated with Directory Listings are as follows:

| | |
|----------------------------------|--------|
| Per Listing or Per Number Charge | |
| Primary Listing | N/C |
| Non-Listed Number | N/C |
| Non-Published Number | \$5.00 |

4.4.4. Recurring Charges: Monthly Recurring Charges associated with Directory Listings are as follows:

| | |
|----------------------------------|------------------|
| Per Listing or Per Number Charge | |
| Primary Listing | N/C |
| Non-Listed Number | N/C |
| Non-Published Number | \$5.00 per month |

4.5. Directory Assistance

The Company does not provide local directory assistance; however, in the event Customer obtain local directory assistance, the Customer will be charged \$.31 per use.

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