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February 23, 2000

**FILED<sup>2</sup>**

FEB 24 2000

Missouri Public  
Service Commission

Dale Hardy Roberts  
Executive Secretary  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, Missouri 65102-0360

Re: Delta Phones, Inc., Case No. TA-2000-272  
- Revised Tariff Filing

Dear Mr. Roberts:

At the request of Staff, enclosed for substitution regarding the above referenced tariff filing, please find three copies of the following revised tariff sheets:

PSC Mo. No. 1, Original Sheet 3  
PSC Mo. No. 1, Original Sheet 4  
PSC Mo. No. 1, Original Sheet 9  
PSC Mo. No. 1, Original Sheet 10  
PSC Mo. No. 1, Original Sheet 27

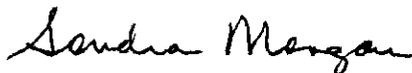
PSC Mo. No. 1, Original Sheet 30  
PSC Mo. No. 1, Original Sheet 31  
PSC Mo. No. 1, Original Sheet 32  
PSC Mo. No. 1, Original Sheet 34

If you have any questions regarding this filing, please contact me at (573) 635-7166.  
Thank you for your attention to this matter.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Sondra B. Morgan

SBM/k

Enclosures

cc: Office of Public Counsel  
Mr. Jon E. Davis  
Mr. Anthony Conroy

200000702

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).1.  
2.1.1.A.1.(a).1.(l).  
2.1.1.A.1.(a).1.(l).(1)

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**SECTION 2- REGULATIONS****2.1 Undertaking of the Company****2.1.1. Scope**

The Company undertakes to furnish intrastate telecommunications services within the State of Missouri under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

**2.1.2 Shortage of Endorsement or Facilities**

- A. 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.
- B. The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the ILEC or other providers to the Company for resale.

**2.1.3. Terms and Conditions**

- A. Except as otherwise provided herein, the minimum period of service is one month (30 days). The Company will issue a billing invoice monthly. All payments for service are due in advance on the fifth (5th) of each month for the following month's service. If a Customer's account is not paid in full within twenty-one (21) days of the due date, Company will disconnect service as set forth in Section 2.5.4 of this tariff. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Agreement, shall survive such termination.

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**2.1 Undertaking of the Company (Contd.)****2.1.3 Terms a Conditions (Contd.)**

- C. This tariff shall be interpreted and governed by the laws of the State of Missouri.
- D. The customer has no property right to the telephone number or any other call number designation associated with services furnished by the company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the company denies it necessary to do so in the conduct of its business.

**2.1.4. Liability of the Company**

- A. The liability of the company for damages arising of the furnishings of its services, including but not limited to mistakes, omissions, interruptions or delays, or errors, other defects, representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

**SECTION 3- LOCAL EXCHANGES****3.1 Exchange Listing**

Following is a list of the exchanges where the Company will be providing local exchange services:

Adrian	Deering	Hillsboro
Advance	Dekalb	Holcomb
Agency	Delta	Homersville
Altenburg-Frohna	DeSoto	Imperial
Antonia	Dexter	Independence
Archie	Downing	Jackson
Argyle	East Prairie	Jasper
Armstrong	East Independence	Jobbn
Ash Grove	Edina	Kansas City Metropolitan
Beaufort	Eldon	Kennett
Bell City	Elsberry	Kirkville
Belton	Essex	Kirkwood
Benton	Eureka	Knob Nester
Billings	Excelsior Springs	Ladue
Bismarck	Fair Grove	Lake Ozark-Osage Beach
Bloomfield	Farley	Lamar
Bloomsdale	Farmington	LaMonte
Blue Springs	Fayette	Lancaster
Borme Terre	Fenton	Leadwood
Boonville	Ferguson	Lee's Summit
Bowling Green	Festus-Crystal City	Liberty
Bridgeton	Fisk	Lilbourn
Brookfield	Flat River	Linn
Carndenton	Florissant	Lockwood
Campbell	Frankford	Louisiana
Cape Girardeau	Fredericktown	Macks Creek
Cardwell	Freeburg	Maiden
Carl Junction	Fulton	Manchester
Carolton	Gideon	Marble Hill
Carthage	Gladstone	Marceline
Caruthersville	Glasgow	Marionville
Cedar Hill	Grain Valley	Marshall
Center	Gravois Mills	Marston
Chaffee	Gray Summit	Maxville
Charleston	Greenwood	Mehlville
Chesterfield	Hannibal	Meta
Chillicothe	Harvester	Mexico
Clarksville	Hayti	Moberly
Clever	Herculaneum-Pevely	Monett
Climax Springs	Higbee	Montgomery City
Creve Couer	High Ridge	Morehouse

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4.1 Local Exchange Service (Contd.)4.1.6 Caller ID

This feature enables the Customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a Customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request at no charge to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to the Company: (1) private, nonprofit, tax exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis, but can be deactivated by the Customer by dialing an access code immediately prior to placing a call.

Line blocking Customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their Touch-Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A Customer may prevent the delivery of their calling name and or number to the called party by dialing an access code (\*67 on their Touch-Tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from the Customer-Owned Pay Telephone Service. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device, which will be located on the Customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls as such calls are originated from outside of Delta Phones, Inc.'s system.

**4.1.7. Call Return**

A function that allows the end user, by entering the appropriate code, to redial the last number that was dialed, whether or not the call was answered or unanswered.

**4.1.8. Speed Dial**

A service that allows the end user to pre-program up to six numbers to be automatically dialed when an end user enters the appropriate code. End users may use up to six different numbers that can be modified by the end user at any time.

**4.1.9 Extended Calling Area**

A service which extends the local calling area to all exchanges with a central office within a 40 mile radius of the calling party's central office.

TELECOMMUNICATIONS SERVICES**4.2 Basic Local Service Rates and Charges**

A Basic Local Service Customer will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified below.

**4.2.1 Initiation Fee**

This fee will apply when Customer initiates service. This fee is refundable for ten (10) business days following the date on which the packet containing the Rights and Responsibilities of Missouri Residential Telephone Customers is postmarked. The initiation fee will also apply when Customer reapplies for service after having been disconnected by or after choosing to discontinue service with the Company. This fee does not include the first month's Recurring Charges listed in Section 4.2.2 below.

**4.2.2 Non-Recurring Charges**

One Time Initiation Fee	\$	10.00
Restore Fee	\$	25.00
Add Feature	\$	25.00
Conversion	\$	39.95
Transfer	\$	39.95

**4.2.3 Recurring Charges**

The basic local service charge does not include any federal, state or local taxes or surcharges, including the Missouri 911/E911 surcharge, Relay Missouri surcharge, and federal end-user surcharge. Customer is still responsible for such charges, which will be itemized in the Customer's bill pursuant to 4 CSR 240-33.040(6). The recurring monthly service charge, plus associated taxes, shall be prorated for the actual number of days which service has been provided with the non-used portion being refunded to the Customer.

Basic Local Service Charge	\$	39.95
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**4.3 Optional Features Rates and Charges**

Call Waiting	\$	5.00
Call Forwarding	\$	5.00
Three-Way Calling	\$	5.00
Caller ID Name & Number	\$	10.00
Unlisted Number	\$	5.00
Call Return	\$	8.00
Speed Dial	\$	5.00
Extended Calling Area	\$	20.00
Line Maintenance	\$	5.00

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**4.5 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

**4.6 Promotional Offerings**

Company may upon Commission approval, offer customers specific rate incentives during specified promotional periods. Company will provide written notice to the Commission at least 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.

**4.7 Statement of Customer's Rights and Responsibilities**

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

**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.

**Your Telephone Bill**

You will receive a telephone bill from us each month. Delta Phones provides only basic local telephone service (including access to 911 and toll-free 800 services) and the custom calling services listed below. Long distance service is not provided by Delta Phones. Additionally, you will not have access to the following calls, which will be blocked by Delta Phones: long distance, toll, third-number billed calls, incoming collect calls and local or long distance operator services, including local and long distance directory assistance. Delta Phones does not require a deposit for service.

A one-time initiation fee and the first month's service charge, plus associated taxes, are required to initiate service. The initiation fee is 100% refundable upon request for termination of service within 10 business days following the date upon which the Statement of Rights and Responsibilities is either hand-delivered or mailed to the Customer. In the situation where 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 non-used portion being refunded to the Customer.