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March 13, 2000

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 9

PSC Mo. No. 1, Original Sheet 25  
PSC Mo. No. 1, Original Sheet 26

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:

*Sandra Morgan*  
Sondra B. Morgan

SBM/k

Enclosures

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

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

MAR 13 2000

Missouri Public  
Service Commission

200000702

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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 or oral 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.

**2.6 Allowances for Interruptions of Service (Contd.)****2.6.2. Limitations on Allowances**

No credit will be made for:

- A. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- B. Interruptions due to the negligence of any person using the Company's facilities with the Customer's permission.
- C. Interruptions due to the failure or malfunction of non-Company equipment;
- D. Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

**2.7 Call Trace****2.7.1 Cancellation of Application for Service**

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by the Company, or (2) the capability to utilize Call Trace on a per activation basis, as needed. Call Trace allows the customer to dial a code (\*57) to automatically request that the following information be recorded:

- \* The originating telephone number
- \* The date and time of the call
- \* The date and time call trace was activated.

When Call Trace successfully identifies a calling number, a recording instructs the customer to call a toll free number, which will activate a Voice Response Script and assist the customer in establishing an open file. Should the customer decide to prosecute the call originating party, the customer should contact the Company

**2.7 Cancellation of Service (Contd.)****2.7.1 Call Trace (Contd.)**

for further instructions. Activation of Call Trace never authorizes the Company to provide the called party with the name or telephone number of the calling party. In the event that Call Trace is not available or is unable to resolve the case, it may be necessary to place a manual trap on the customer's telephone line.

**2.8. Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party.

**2.9. Notices and Communications**

2.9.1 The Customer shall designate an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2. The Company shall designate an address, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address to which the Customer shall mail payment on that bill.

2.9.3. All notices or other communications required to be given by the Company to the Customer pursuant to this tariff will be in writing. Notices & other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.10 Concurrence in Southwestern Bell Telephone Company's Local and General Exchange Tariffs**

*With the exception of rates, the Company concurs in the conditions, limitations and restrictions applying to and governing services offered by Southwestern Bell Telephone Company in its local and general exchange tariffs on file with and approved by the Commission and in any amendments or revisions thereto as authorized by the Commission or applicable law.*