

**R. BRITT CARLSON**

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January 25, 2000

**FILED**

**JAN 27 2000**

NILA HAGEMEYER, RECORDS MANAGER  
MISSOURI PUBLIC SERVICE COMMISSION  
P.O. BOX 360  
301 WEST HIGH STREET - ROOM 530  
JEFFERSON CITY, MISSOURI 65102-0360

**Missouri Public  
Service Commission**

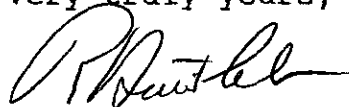
RE: Application of American Entertainment, Inc.,  
d/b/a Citylink of Kansas City  
Case No. TA-2000-378

Dear Ms. Hagemeyer:

Please find enclose an original and five copies of the Amended Proposed Tariff to be filed for a substituted of the proposed Tariff currently on file with the Application set forth above. Service of this document has been made on the Public Counsel, Office of the Public Counsel, and the General Counsel, Public Service Commission.

If I can be of further assistance or answer further questions, please feel free to contact me.

Very truly yours,



R. Britt Carlson

RBC/bc

Enclosures

cc: Public Counsel, Office of the Public Counsel  
General Counsel, Public Service Commission

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JAN 27 2000

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Missouri Public  
Service Commission

In the matter of the application)  
of AMERICAN ENTERTAINMENT, INC. )  
d/b/a CITYLINK OF KANSAS CITY ) Case No. TA-2000-378  
for a Certificate of Service )  
Authority to provide intraLATA )  
interexchange telecommunications)  
services. )

CERTIFICATE OF SERVICE

COMES NOW American Entertainment, Inc. d/b/a Citylink of Kansas City, a Missouri Corporation, by and through their attorney of record, R. Britt Carlson, and hereby certifies that a copy of their Substituted Proposed Tariff to be attached to their Application for a Certificate of Service Authority to provide intraLATA interexchange telecommunications services pursuant to Chapter 392 of the Missouri Revised Statutes, were mailed, postage prepaid, this 25<sup>th</sup> day of January, 2000 to: Martha S. Hogerty, Public Counsel, Office of the Public Counsel, Truman State Office Building, Room 250, P.O. Box 7800, Jefferson City, MO 65102, and to Dana K. Joyce, General Counsel, Missouri Public Service Commission, Truman State Office Building, Room 530, P.O. Box 360, Jefferson City, MO 65102.

Respectfully submitted,



R. BRITT CARLSON #28599  
922 Oak Street  
Kansas City, Missouri 64106  
(816) 474-0025 FAX 474-4567  
ATTORNEY FOR APPLICANT

CERTIFICATE OF MAILING

I hereby certify that a copy of the above and foregoing was mailed, postage prepaid, this 25<sup>th</sup> day of January, 2000, to: Martha S. Hogerty, Public Counsel, Office of the Public Counsel, Truman State Office Building, Room 250, P.O. Box 7800, Jefferson City, MO 65102, and to Dana K. Joyce, General Counsel, Missouri Public Service Commission, Truman State Office Building, Room 530, P.O. Box 360, Jefferson City, MO 65102.

A handwritten signature in cursive script, appearing to read "R. Britt Carlson", written over a horizontal line.

R. Britt Carlson

Schedule of Rates, Rules and Regulations Governing intraLATA interexchange telecommunications services in the State of Missouri.

Offered By:  
American Entertainment, Inc.  
d/b/a  
Citylink of KC  
3633 Harrison Blvd.  
Kansas City, Missouri 64109  
Telephone 816-960-4050

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Issued:  
December 21, 1999    American Entertainment, Inc.  
d/b/a Citylink of KC  
3633 Harrison Blvd.  
Kansas City, Missouri 64109

Effective:  
February 4, 2000

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Section 1. - Requested Waivers

- 1.1 REQUESTED WAIVERS. Applicant requests, pursuant to §392.420, R.S.MO (1994, as amended), that the Commission waive the application of the following rules and statutory provisions as it relates to the regulation of Applicant:

Statutes

392.240(1)	Rates-reasonable average return on investment.
392.270	Property valuation.
392.280	Depreciation rates.
392.290	Issuance of stocks and bonds.
392.310	Issuance of stocks and bonds.
392.320	Issuance of stocks and bonds.
392.330	Issuance of stocks and bonds.
392.340	Reorganization.

Commission Rules

4 CSR 240-10.020	Income on depreciation fund investments.
4 CSR 240-30.010(2) (C)	Posting exchange rates at central office.
4 CSR 240-30.040 (1-2)	Uniform System of Accounts.
4 CSR 240-30.040 (5) (6)	Uniform System of Accounts.
4 CSR 240-32.030 (1) (B)	Exchange boundary map.
4 CSR 240-32.030 (1) (C)	Record of access lines.
4 CSR 240-32.030 (2)	Records kept within state.
4 CSR 240-32.050 (3-6)	Telephone directories.
4 CSR 240-32.070 (4)	Coin telephones.
4 CSR 240-33.030	Inform customers of lowest priced service.
4 CSR 240-33.040 (5)	Finance fee.

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## Section 2. - Definitions

- 2.1. As used in this Tariff, the following terms shall mean:
- 2.1.1. Business Service. The phrase "Business Service" means telecommunications services provided to a customer for use primarily or substantially of a business, professional, institutional or other occupational nature.
- 2.1.2. Company. The term "Company" means American Entertainment, Inc.d/b/a Citylink of KC.
- 2.1.3. Residential Service. The phrase "Residential Service" means telecommunications services provided to a customer for use primarily as non-business service.
- 2.1.4. Customer. The term "Customer" means the person, firm, company, corporation or other entity which contracts for service under this tariff and is responsible for payment as well as compliance with the Company's regulations pursuant to this Tariff.

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### Section 3. - General Rules and Regulations

#### 3.1. APPLICATION

##### 3.1.1. General

- 3.1.1.A. The regulations set forth herein apply to the interexchange intraLATA service furnished by American Entertainment, Inc. d/b/a Citylink of Kansas City within the state of Missouri, hereinafter referred to as the Company, subject to the jurisdiction of the Missouri Public Service Commission. All elements of service listed in this Tariff have been considered as competitive and Citylink of Kansas City has applied for competitive status as an entity by the Missouri Public Service Commission.

#### 3.2. OBLIGATION AND LIABILITY OF THE COMPANY

##### 3.2.1. Furnishing of Service

- 3.2.1.A. The company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of the service.

##### 3.2.2. Transmitting Messages

- 3.2.2.A. The Company does not undertake to transmit message but offers the use of it's facilities, where available, for communications between parties subject to the terms and conditions specified in the Tariffs.

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3.2.3. Maintenance and Repair

- 3.2.3.A. All cost associated with the maintenance and repair of services furnished by the Company will be borne by the Company.

3.3. LIABILITY

- 3.3.1. The liability of the company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors in transmission occur and such charges cannot exceed one months charge for service.

- 3.3.2. The customer indemnifies and saves the Company harmless against the following:

- 3.3.2.A. Acts and omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
- 3.3.2.B. Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and system of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

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### 3.4. USE OF SERVICE AND FACILITIES

#### 3.4.1. Use of Customer's Service.

3.4.1.A. Customer's service is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household.

#### 3.4.2. Abuse or Fraudulent Use of Service.

3.4.1.B. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

3.4.1.B.1. The use of service or facilities of the company to transmit a message or to locate a person or otherwise give or obtain information without payment of the charge applicable for service.

3.4.1.B.2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with or make connection with any facilities of the Company, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or service whatsoever with the intent to avoid the payment, in whole or in part, of the regular charge for such service.

3.4.1.B.3. Customer may not resell service without written permission of the Company.

3.4.1.B.4. The use of services or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonable to be expected to frighten, abuse, torment or harass another.

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3.4.1.B.5. The use of profane or obscene language.

3.4.1.B.6. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

3.4.1.B.7. The impersonation of another.

### 3.5. USE OF SERVICES FOR UNLAWFUL PURPOSES

3.5.1. The service is furnished subject to the condition that it shall not be used for the purpose of furnishing information in connection with any gambling scheme, business or device or for any similar unlawful purpose,

### 3.6. ESTABLISHMENT AND FURNISHING OF SERVICE

#### 3.6.1. Application For Service

3.6.1.A. Applications for service may be made orally or in writing. These applications become contract upon establishment of the service.

3.6.1.B. Any change in rates or regulations prescribed by the Missouri Public Service Commission modifies the terms and regulations of contracts to the extent of such change.

3.6.1.C. Customer service is activated within seventy-two (72) hours of receiving application and payment. The day service is activated is day one of the billing period.

#### 3.6.2. Advance Payment

3.6.2.A. All payment for service is paid in advance.

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3.6.3. Deposits

3.6.3.A. No deposits are required or collected.

3.7. BILLING AND PAYMENT

3.7.1. Billing is automated. When 14 days or 14 calls remain in the Customers Account the System reminds on each of the last 14 days or 14 calls through a daily or per call countdown, the remaining time or calls left in the customers account.

3.7.2. The customer is responsible for all charges in conjunction with the services furnished it them.

3.7.3. It is the Customer's responsibility to make payment in a timely fashion to maintain their Account in an Active Status. Should the Customer to fail to make a Payment or make Payment in a timely manner, their Account goes into a Non-Active Status. To Reactivate their Account to an Active Status, the Customer need only make a Payment. There is No Reactivation Fee.

3.7.4. Payment can be made by mail, by phone or at any agency authorized to receive such payments.

3.7.5. Service is based on the number of days in each given month.

3.8. DISCONTINUANCE OF SERVICE

3.8.1. The Company may discontinue the service under the following circumstance:

3.8.1.A. A violation of or failure to comply with any regulation governing the furnishing of service.

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- 3.8.1.B. An order of a court or other government authority having jurisdiction which prohibits the Company from providing service.
- 3.8.1.C. Material misrepresentation of identity in obtaining service or in the use of service in a matter that in the opinion of the Company constitutes fraud or abuse.
- 3.8.1.D. Customers check is returned dishonored for any reason, or payment method is declined by issuing Company.

3.8.2. Restoration of Service

- 3.8.2.A. Payment may be made by the customer for restoration of service in any reasonable manner. A personal check may be refused if a customer's check for payment has been dishonored, excepting bank error, within the last twelve months.

3.9. MINIMUM CONTRACT PERIOD

- 3.9.1. Except as specified elsewhere in this tariff, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration, each month is based on the number of days in that month.

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#### SECTION 4. - Description of Services

##### 4.1. TERRITORY OF SERVICE

- 4.1.1. The Company shall provide service under this Tariff in the State of Missouri and in Kansas within the Kansas City LATA. All calls are handled through Company operated equipment in St. Joseph, Missouri and Kansas City, Missouri.

##### 4.2. DESCRIPTION OF SERVICE

- 4.2.1. Company provides intraLATA interexchange telecommunications service which is available for customer use twenty-four (24) hours a day seven (7) days a week. Access to the service is obtained by dialing a seven (7) digit local access number. The customer is identified as an active member either by incoming number recognition or by entering an authorization PIN number. The customer then enters the area code and number and the call is relayed by the Company's equipment. Customers who's identity is recognized through the reception of their ANI receive an unlimited quantity of calls and unlimited length of calls. Those Customers who's ANI is not received must enter their PIN number and are limited to a preset number of calls, while the length of those calls is unlimited.

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SECTION 5. - Rates

	<u>Reoccurring Charge</u>	<u>Non-Reoccurring Charge</u>
5.1. RESIDENTIAL UNLIMITED CALL RATES		
Monthly	\$ 15.00	\$ 0.00
Tri-Monthly	\$ 40.00	\$ 0.00
5.2. RESIDENTIAL LIMITED CALL RATES		
Per call rate	\$ .15	\$ 0.00
5.3. BUSINESS UNLIMITED CALL RATES		
Monthly	\$ 25.00	\$ 0.00
Tri-Monthly	\$ 70.00	\$ 0.00
5.4. BUSINESS LIMITED CALL RATES		
Per call rate	\$ .20	\$ 0.00
5.5. ADDITIONAL RESIDENTIAL AND BUSINESS CHARGES		
Monthly additional line	\$ 10.00	\$ 0.00
5.6. DISHONORED CHECKS		
Each dishonored check	\$ 0.00	\$ 15.00

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