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**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Communications )  
Cable-Laying Company, d/b/a Dial U.S., for )  
Variance and Waiver of Certain Commission Rules )  
and Regulations for Purposes of Providing a ) Case No. TA-97-540  
Prepaid Basic Local Exchange Service Within the )  
State of Missouri. )  
)

**ORDER AND NOTICE**

Communications Cable-Laying Company, d/b/a Dial U.S. ("Dial U.S.") was granted a certificate of service authority to provide interexchange services in Case No. TA-94-140, and certificates of service authority to provide basic local and local exchange telecommunications service in Case No. TA-96-347. The Commission's order classified Dial U.S. as a competitive company and granted waiver of specified statutes and Commission rules. Dial U.S. filed an Application for Waiver and/or Variance of Certain Commission Rules on June 13, asking the Commission to grant additional waivers and filed a proposed tariff carrying an effective date of July 28.

Dial U.S. was granted certification on the basis of a Stipulation and Agreement in which the parties agreed to the waiver of certain statutes and Commission rules. The company now requests the following additional waivers because of it wishes to sell prepaid services:

A. 4 CSR 240-33.020 which defines a delinquent charge as "a charge which is not paid in full on which payment is due." Dial U.S. proposes to use a different definition, i.e., "a billing for service is delinquent if not paid in advance of receipt of the services covered by"

that billing." Dial U.S. will be providing services to customers who are high credit risks and wishes to reduce the risk of nonpayment by requiring payment in advance. In order to implement this method of service provision, Dial U.S. states it is imperative that a billing be considered delinquent if not paid in advance.

B. 4 CSR 240-33.040(3)-(4) which require that a customer have 21 days from the rendition of a bill in which to pay it. Dial U.S. states that its customers will be required to sign an agreement to include a delinquency date that will be the same date each month. The agreement will specify that delinquencies will occur on the same day during each billing period. Dial U.S. states that its customers will not need as much time to review their billing statements because they will be charged a set price for service and will not have access to toll calling. Therefore, the amount of the bill will not vary from month to month unless the customer chooses to add or drop services.

C. 4 CSR 240-33.040(6)(F) which requires an itemization of taxes and franchise fees on each bill. Dial U.S. states that it will be charging a set monthly fee that will include applicable taxes and franchise fees and that, because the fee will be fixed, separately identifying these fees will not assist the customer in comparing prices among providers.

D. 4 CSR 240-33.070(4) which requires a five-day written notice of discontinuance of service. Dial U.S. wishes a waiver of this provision to the extent that it requires the company to send the notice of discontinuance separately from the billing statement, or to send the notice by first class mail. Dial U.S. states that it will provide a notice of discontinuance but would like to do so when it sends or hand delivers the billing statements to the customers. The company states that this method

will allow the company to avoid some of the costs and risks associated with providing service to these customers.

E. 4 CSR 240-33.070(5)(E) which requires the company to allow payments over time for services. Dial U.S. states that under its plan of service there will never be a dispute about the cost of the service because the customer will be informed of the price in advance and will pay in advance. A customer who cannot pay in advance is not eligible for service.

F. 4 CSR 240-33.070(6) which requires the company to make reasonable efforts to notify a customer of a proposed discontinuance at least 24 hours ahead of time. Dial U.S. states that it will be providing service to high-risk customers who cannot obtain service otherwise under a service agreement that will clearly indicate the disconnection date. Customers will have no expectation of maintaining service if bills are not paid on time. The company states that if it has to incur the additional costs of giving 24-hour notice, the customers will have to bear those costs by paying a higher price for service.

G. 4 CSR 240-33.070(9) which requires a company to accept payment by check for restoration of service. Dial U.S. will be providing service to high-risk customers and prefers that the customer not be given an unrestricted right to pay by personal check. Dial U.S. anticipates that, in most cases, it will demand payment by cash or money order.

The Commission has not granted waivers of these rules in other certification cases and therefore finds that notice of this application should be sent to the same companies that receive notice of applications for interexchange service authority, so that interested parties will have the opportunity to intervene. Because Dial U.S. has filed a 45-day tariff with its application, the Commission will permit only a 20-day intervention

period. Applications to intervene should be submitted by July 10, 1997, to the Executive Secretary of the Missouri Public Service Commission, Post Office Box 360, Jefferson City, Missouri 65102, and copies sent to:


James S. Hedges, President  
Dial U.S.  
333 Park Central East  
Springfield, Missouri 65806

Mark W. Comley  
Newman, Comley & Ruth P.C.  
Post Office Box 537  
Jefferson City, Missouri 65102-0537

**IT IS THEREFORE ORDERED:**

1. That the Records Department of the Commission shall send notice of this application as described above.
2. That parties wishing to intervene shall file an application to intervene no later than July 10, 1997.
3. That this order shall become effective on the date hereof.

**BY THE COMMISSION**



**Cecil I. Wright  
Executive Secretary**

(S E A L)

L. Anne Wickliffe, Deputy Chief  
Administrative Law Judge, by  
delegation of authority pursuant to  
4 CSR 240-2.120(1) (November 30, 1995)  
and Section 386.240, RSMo 1994.

Dated at Jefferson City, Missouri,  
on this 20th day of June, 1997.