



December 22, 1999

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Dale Roberts
Chief Regulatory Law Judge
Missouri Public Service Commission
301 West High Street, Room 530
Jefferson City, MO 65101

FILED

DEC 23 1999

RE: Tariff No. 00000510
Case No. TA-2000-141
JATO Operating Corp.

**Missouri Public
Service Commission**

Dear Mr. Roberts:

Pursuant to discussions with Staff to correct errors to its proposed local exchange tariff, JATO Operating Corp. hereby submits an original and four (4) copies of revised Pages 7, 22, and 25 to its proposed tariff.

Please indicate receipt of this filing by returning a date-stamped copy of this letter in the pre-stamped and addressed envelope that has been provided.

Further questions or comments regarding this submission should be directed to my attention at the address or telephone number herein.

Respectfully submitted

A handwritten signature in cursive script that reads "David A. Bryson".

David A. Bryson

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SECTION 1 - RULES AND REGULATIONS

1.1 Undertaking of the Company (continued)**1.1.3 Terms and Conditions (continued)****B) (continued)**

An application for service becomes a contract upon the signing of the Company's Service Order form or by oral mutual agreement. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

- C) Except as otherwise provided, the initial (or minimum) period for all services and facilities is one (1) month at the same location. Customers may terminate service at any time by providing the Company written or verbal, and all recurring charges shall be prorated to the date of disconnection of service.

The Company may require a contract period longer than one (1) month at the same location in connection with Business Service and special (nonstandard) types of arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

1.1.4 Customer Responsibilities

The Customer shall be responsible for:

- A) The payment of all applicable charges as set forth in this tariff.
- B) Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or authorized user, the noncompliance by the Customer or authorized user with these regulations, or by fire or theft, or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employee or agents of the Company.
- C) Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises.

SECTION 1 - RULES AND REGULATIONS

1.8 Payment Arrangements (continued)**1.8.4 Billing and Collection of Charges (continued)**

- G) Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than ten (10) calendar days prior to termination. Each notice shall include all of the following information:
 - A) The name and address of the Customer whose account is delinquent.
 - B) The amount that is delinquent.
 - C) The date when payment or arrangements for payment are required in order to avoid termination.
 - D) The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
 - E) The procedure the Customer may use to request amortization of the unpaid charges.
- 6. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.
- 7. Local service may not be discontinued for nonpayment of charges for other unregulated competitive services.

SECTION 1 - RULES AND REGULATIONS

1.8 Payment Arrangements (continued)**1.8.5 Billing (continued)****D) Unresolved Billing Disputes**

- (A) In the case of a billing dispute between Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer should request the Company to provide an in-depth review of the disputed amount.
- (B) If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an informal complaint with the Commission, located at 301 West High Street, Room 530, Jefferson City, MO 65101, by calling toll free at 1-800-392-4211; or the Customer may file a formal written complaint with the Commission at their mailing address: P.O. Box 360, Jefferson City, MO 65102. Also, the Missouri Office of the Public Counsel, representing the public before the Commission, has an office at 301 West High Street, 2nd Floor, Jefferson City, MO 65101. The Public Counsel's telephone number is 573-751-4875.