



David A. Bryson
Manager - Regulatory Affairs
Telephone: 303-226-8398
e-mail: dbryson@jatocom.com

December 9, 1999

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

FILED²

DEC 13 1999

Missouri Public
Service Commission

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

Dear Mr. Roberts:

Pursuant to discussions with Staff to correct grammatical errors to its proposed local exchange tariff, JATO Operating Corp. hereby submits an original and four (4) copies of revised Pages 8, 9, 15, and 22 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, appearing to read "David A. Bryson".

David A. Bryson

2000600510

SECTION 1 - RULES AND REGULATIONS**1.2 Undertaking of the Company (continued)****1.1.4 Customer Responsibilities (continued)**

The Customer shall be responsible for: (continued)

- D) Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide Service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company.
- F) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company.
- G) Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- H) Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

20

SECTION 1 - RULES AND REGULATIONS

1.5 Undertaking of the Company (continued)**1.1.5 Limitations on Liability****Liability of the Company****Service Liabilities**

In view of the fact that the Customer has exclusive control of their communications over the facilities furnished them by the Company, and of the other uses for which facilities may be furnished them by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the following terms, conditions and limitations.

A) Limitations

- 1) Except as otherwise provided herein, no liability for direct, incidental or consequential damages shall attach to the Company, its agents, servants or employees, for damages or costs arising from errors, mistakes, omissions, interruptions, failures, delays, or defects or malfunctions of equipment or facilities, in the course of establishing, furnishing, maintaining, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the customers or users of the service or facilities) in the absence of willful and wanton conduct, whether a claim for such liability is premised upon breach of contract, breach of warranty, fulfillment of warranty, negligence, strict liability, misrepresentation, fraud, or any other theories of liability.
 - a. In the event an error or omission is caused by the negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$ 100.00.
 - b. The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.

SECTION 1 - RULES AND REGULATIONS

1.3 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charges to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.4 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

1.5 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company hereunder.

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. The telephone number of the Commission's Telecommunications Division.
 - 8. Local service may not be discontinued for nonpayment of charges for other unregulated competitive services.