

RECEIVED

FEB 11 1997

MISSOURI
Public Service Commission

TARIFF OF
CITY UTILITIES OF SPRINGFIELD, MISSOURI

This tariff, filed with the Missouri Public Service Commission, contains the rates, terms and conditions applicable to the provision of competitive intrastate telecommunications services by City Utilities of Springfield, Missouri, within the State of Missouri.

City Utilities of Springfield, Missouri is a competitive telecommunications company as defined in PSC Case No. _____.

Issued:

FEB 11 1997

Effective:

~~FEB 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313

MO. PUBLIC SERVICE COM.

CITY UTILITIES OF SPRINGFIELD, MISSOURI

RECEIVED

P.S.C. Mo. No. 1

Original Sheet No. 2

FEB 11 1997

CHECK LIST**MISSOURI****Public Service Commission**

The Title Page and sheets 1 through 28, inclusive, of this tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1.	Original		
2.	Original		
3.	Original		
4.	Original		
5.	Original		
6.	Original		
7.	Original		
8.	Original		
9.	Original		
10.	Original		
11.	Original		
12.	Original		
13.	Original		
14.	Original		
15.	Original		
16.	Original		
17.	Original		
18.	Original		
19.	Original		
20.	Original		
21.	Original		
22.	Original		
23.	Original		
24.	Original		
25.	Original		
26.	Original		
27.	Original		
28.	Original		

*Indicates new or revised sheet with this filing.

Issued:

FEB 11 1997

Effective:

~~**MAR 26 1997**~~**JUL 26 1997**

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997****97-313**
MO. PUBLIC SERVICE CO.

RECEIVEDWAIVER OF RULES AND REGULATIONS

FEB 11 1997

Pursuant to Commission decision in Case No. _____, the following Rules and Regulations have been waived for City Utilities of Springfield, Missouri:

**MISSOURI
Public Service Commission**

392.240(1)	(rate setting)
392.270	(valuation of property)
392.280	(depreciation accounts)
392.290	(issuance of stock)
392.310	(issuance of debt)
392.320	(recording of Commission approval)
392.330	(disposition accounts)
392.340	(capitalization upon reorganization)
4 CSR 240-10.020	(depreciation fund investments)
4 CSR 240-30.010(2)(C)	(rate schedules)
4 CSR 240-32.030(1)(B)	(records and reports)
4 CSR 240-32.030(1)(C)	
4 CSR 240-32.030(2)	
4 CSR 240-32.050(3)	(local business offices and directories)
4 CSR 240-32.050(4)	
4 CSR 240-32.050(5)	
4 CSR 240-32.050(6)	
4 CSR 240-32.070(4)	(quality of service)
4 CSR 240-33.030	(minimum charge rule)

Issued:

FEB 11 1997

Effective:

~~**MAR 26 1997**~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997**
97-313
MO PUBLIC SERVICE CO.

TABLE OF CONTENTS**RECEIVED**PAGE

FEB 11 1997

CHECK LIST	2
TABLE OF CONTENTS	4
CONCURRING CARRIERS	7
1. EXPLANATION OF SYMBOLS	8
2. APPLICATION OF TARIFF	9
3. DEFINITIONS	10
4. PROVISION OF SERVICE	12
5. OBLIGATIONS OF CUSTOMER	12
A. Conditions for Use	12
B. General Obligations	14
C. Payment of Rates and Charges	15
6. OBLIGATIONS OF THE UTILITY	16
A. Undertakings	16
B. Limitations	16
C. Liability and Indemnification	17
D. Provision of Facilities	18

Issued:

FEB 11 1997

Effective:

MAR 25 1997
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997**
97-313
MO PUBLIC SERVICE CO.

CITY UTILITIES OF SPRINGFIELD, MISSOURI

P.S.C.Mo. No.1
Original Sheet No. 5

7.	SERVICE PERIOD	19
8.	INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	19
9.	SPECIAL CONSTRUCTION	20
	A. Survey and Design	20
	B. Charges for Special Construction	20
10.	SERVICE OFFERINGS	20
11.	SERVICE RATES	21
	A. DS-1	21
	B. DS-3	21
12.	SPECIAL CHARGES	22
	A. General Conditions	22
	B. Out-of-Normal Work Hours	22
	C. Installation of Interface Equipment	23
	D. Installation of Lateral Cable	23
	E. Reserved	23
	F. Move Charge	24
	G. Maintenance and Service Charge	24
13.	SERVICE CANCELLATIONS	24
	A. Discontinuance of Service by the Utility	24

Issued: **FEB 11 1997**

Effective: ~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED
JUL 26 1997
97-313
MO PUBLIC SERVICE CO.

CITY UTILITIES OF SPRINGFIELD, MISSOURI

P.S.C.Mo. No.1
Original Sheet No. 6

B.	Cancellation of Service by the Customer Prior to End of the Contract Period	25
C.	Cancellation of Application for Service	26
14.	SERVICE INTERRUPTIONS	26
A.	General	26
B.	Service Restoration	27
C.	Liability	27
D.	Credits	27
15.	SALES TAX	28

RECEIVED

FEB 11 1997

MISSOURI

Public Service Commission

Issued: **FEB 11 1997**

Effective: ~~MAR 20 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313

PUBLIC SERVICE COM

CITY UTILITIES OF SPRINGFIELD, MISSOURI

P.S.C.Mo. No.1
Original Sheet No. 7

RECEIVED

FEB 11 1997

MISSOURI
Public Service Commission

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313

MO PUBLIC SERVICE CO.

RECEIVED

1. EXPLANATION OF SYMBOLS

The following symbols shall be used in the Tariff for the purpose indicated below.

- (C) to signify changed rule or regulation*
- (D) to signify discontinued rate or regulation
- (I) to signify increased regulation
- (M) to signify matter relocated without change
- (N) to signify new rate or regulation
- (R) to signify reduced regulation
- (S) to signify reissued material
- (T) to signify a change in text but no change in rate or regulation
- (Z) to signify a correction

FEB 11 1997
MISSOURI
Public Service Commission

*When used in reference to a rate, the symbol (C) indicates that a change in the method of applying a rate which will result in either an increase or a decrease for certain customers.

Issued: **FEB 11 1997**

Effective: **MAR 27 1997**
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED
JUL 26 1997
97-313
MO PUBLIC SERVICE COM

2. APPLICATION OF TARIFF**MISSOURI**
Public Service Commission

The service rates and regulations set forth in this Tariff are generally applicable to the provision of intrastate private line point-to-point and point-to-multipoint telecommunications services by City Utilities of Springfield, Missouri (the "Utility"). The Utility's provision of telecommunications services and facilities shall be limited to only those services and facilities provided for under the provisions of HB 620, which was enacted by the 89th General Assembly to amend Section 392.410 R.S.Mo. Supp. 1996. The Utility may from time to time and in particular circumstances provide discounts or promotional offerings or otherwise waive or modify these general rates and regulations for potential customers, in conformance with this Tariff and the rules, regulations, and orders of the Commission.

Issued:

JUL 14 1997

Effective:

JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997****97-313****MISSOURI PUBLIC SERVICE COMMISSION**

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.No. No.1
Original Sheet No. 10

3. DEFINITIONS

MISSOURI
Public Service Commission

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

1. Bit -- The smallest amount of information in the binary system of notation.
2. Cable Facility -- A coaxial and/or optic fiber cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of data to or from the Customer's or User's Premises.
3. Customer -- The person, firm, corporation or other legal entity which contracts with the Utility to receive telecommunications services from the Utility.
4. Circuit -- A communications path of a specified bandwidth or transmission speed between two or more points of termination.
5. DS-1 -- Digital signal level 1; a 1.544 Mbps digital signal typically comprised of 24 channels, each channel having the capacity to carry 1 digitized voice signal or equivalent.
6. DS-3 -- Digital signal level 3; a 44.6 Mbps digital signal typically comprised of 28 multiplexed DS-1 signals that is carried over a T-3 facility.

Issued:

FEB 11 1997

Effective:

~~MAR 27 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-513
MO. PUBLIC SERVICE COM.

FEB 11 1997

7. Facilities -- All Utility-owned or operated equipment and cables used to provide telecommunications services. **MISSOURI Public Service Commission**

8. Individual Case Basis -- A service arrangement in which the regulations, rates, and changes are developed based on the specific circumstances of the case.

9. Kbps -- Thousands of bits per second.

10. Mbps -- Millions of bits per second.

11. Move -- A change in the physical location (whether on the same or different Premises) of service components and items of equipment provided by the Utility, without discontinuance of service, when made at the requests of the Customer.

12. Premises -- A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

13. Private Line -- Non-switched, point-to-point or point-to-multipoint services provided over dedicated lines.

14. Terminating Facilities -- All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Utility's network and provides a point of interface/connection to which the Customer can connect

Issued: **FEB 11 1997**Effective: ~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILEDJUL 26 1997
97-313

MO PUBLIC SERVICE COMMISSION

RECEIVED

its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

**MISSOURI
Public Service Commission**

15. User -- A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

4. PROVISION OF SERVICE

The Utility shall provide service to Customers which enter into a written contract with the Utility specifying the services to be provided by the Utility. The general terms and conditions applicable to the provision of service by the Utility are set forth in this Tariff. Contract terms not specifically governed by this Tariff will be individually negotiated with each prospective Customer. The Utility will not provide services to any Customer until a contract has been executed.

5. OBLIGATIONS OF CUSTOMER

A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Utility.
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313
MO. PUBLIC SERVICE COM.

3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Utility to design and maintain the facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Utility.

RECEIVED

FEB 11 1997

MISSOURI
Public Service Commission

Issued:

FEB 11 1997

Effective:

~~JAN 26 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997

97-313
MO. PUBLIC SERVICE COMMISSION

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.Mo. No.1

Original Sheet No. 14

MISSOURI

Public Service Commission

B. General Obligations: The Customer shall be responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Utility.

2. Damage to, or destruction of, facilities of the Utility caused by the negligence or willful act of the Customer or User or their agents.

3. Reimbursing the Utility for any loss caused by the theft of the Utility's facilities installed on the Customer's or User's premises.

4. The provision of the power, wiring, and outlets required to operate the Utility's facilities installed on the Customer's or User's Premises.

5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Utility in explosive atmosphere and points outside the hazardous area where connection may be made with the facilities of the Utility. The Customer may be required to install and maintain the Utility's equipment within the hazardous area if, in the opinion of the Utility, injury or damage to its employees or property might result from installation or maintenance by the Utility.

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~

JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313

MO. PUBLIC SERVICE COM.

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.Mo. No.1

Original Sheet No. 15

MISSOURI

Public Service Commission

6. Obtaining permission for the Utility's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the facilities and equipment of the Utility.

7. Making the Utility's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Utility's and the Customer, and providing for reasonable access to those facilities and equipment.

8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of an agent's authority shall not be binding on the Utility.

9. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Utility governing service.

C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Utility, for services furnished by the Utility to the Customer or User. The Utility will submit invoices to the Customer by the fifteenth of each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid by customers within thirty (30) days are subject to late charges and interest

Issued:

FEB 11 1997

Effective:

~~1997-6-5-1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997

**97-313
MO. PUBLIC SERVICE COM**

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.Mo. No.1

Original Sheet No. 16

MISSOURI

Public Service Commission

with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this Tariff. Any billing errors shall be adjusted to the known date of error.

6. OBLIGATIONS OF THE UTILITY

A. Undertakings: The undertaking of the Utility is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Utility. This offering is subject to the availability of facilities. The Utility undertakes to maintain and repair any equipment which it furnished to the Customer. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Utility without prior written consent of the Utility.

B. Limitations: The Utility shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems purchased or connected to service by a Customer. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Utility shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Utility and is therefore subject to the

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313

MO. PUBLIC SERVICE COMMISSION

availability of such facilities.

FEB 11 1997

C. Liability and Indemnification:

**MISSOURI
Public Service Commission**

1. The Utility shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service.

2. Any liability of the Utility arising out of failure to maintain proper standards of maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission occurs.

3. The Utility does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Utility harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.

Issued:

FEB 11 1997

Effective:

~~MAR 26 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313
MO. PUBLIC SERVICE COM.

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.Mo. No.1

Original Sheet No. 18

MISSOURI

Public Service Commission

4. The Utility shall not be liable for any defacement of or damages to the Premises of a Customer or User resulting from the furnishing of facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Utility on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Utility.

5. The Utility shall be indemnified and saved harmless by the Customer or User against:

(a) Claims for libel, slander, and infringement or copyright arising from the material transmitted over the facilities.

(b) Claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Utility, and systems or apparatus of the Customer or User; and

(c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the facilities, or information transmitted over the facilities, provided by the Utility.

D. Provision of Facilities:

1. Upon agreement between the Utility and the Customer, the Utility will provide all facilities necessary for service.

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313
PUBLIC SERVICE COMMISSION

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997 P.S.C.Mo. No.1
Original Sheet No. 19

MISSOURI

Public Service Commission

2. Provided the necessary facilities are available, service will be furnished by the Utility. Where facilities are not available, terms for provision of service will be individually negotiated with the Customer on an individual case basis.

7. SERVICE PERIOD

The period for which service will be provided by the Utility to the Customer shall or User be the period specified in the contract between the Customer and the Utility, but in no case shall be less than one month.

8. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

The Utility may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for services offered in this Tariff, or a bid for a special service arrangement not currently offered by the Utility. Prices quoted in response to such requests may be different from those in effect in this Tariff, but will in all cases be structured to recover the Utility's cost of providing the services. Terms of specific ICB contracts will be made available to the Commission upon request on a proprietary basis. An ICB arrangement will be offered to the Customer for acceptance in writing. Such ICB arrangements will specify among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

Issued: FEB 11 1997

Effective: ~~MAR 23 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED
JUL 26 1997
9 7 23 13
MO. PUBLIC SERVICE COM.

FEB 11 1997

9. SPECIAL CONSTRUCTIONMISSOURI
Public Service Commission

Provision of service may require special construction of facilities and equipment by the Utility. Special construction arrangements of facilities may be undertaken by the Utility on a reasonable efforts basis at the request of the Customer or User and upon determination by the Utility that such charge should apply in that particular instance.

A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Utility and the Customer shall exercise their best efforts to arrange for the performance of those studies, the review and acceptance thereof by both the Utility and the Customer, and the appropriate charges therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, after both parties have exercised their best efforts to do so, shall constitute grounds for denial of the requested service by the Utility.

B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Utility and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Utility.

10. SERVICE OFFERINGS

A. (Reserved)

Issued: FEB 11 1997Effective: ~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED
JUL 26 1997
97-313
MO. PUBLIC SERVICE COMMISSION

B. High Capacity. The definitions of the services listed in this subsection appear in Section 3 of this Tariff. The services will be non-switched private line and special access point-to-point and point-to-multipoint services.

1. DS-1

2. DS-3

FEB 11 1997

MISSOURI
Public Service Commission

11. SERVICE RATES. Non-recurring charges will be one-time charges, generally arising out of the installation of service. Non-recurring and recurring charges will be negotiated on an Individual Case Basis (ICB). As noted above in this Tariff, the contracts in which ICB arrangements are negotiated will be provided to the Commission on request on a proprietary basis.

A. DS-1

Non-recurring charge ICB

Recurring monthly rate ICB
Per point of termination

Recurring monthly rate ICB
(per mile)

B. DS-3

Non-recurring charge ICB

Recurring monthly rate ICB
(per point of termination)

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997

97-313
PUBLIC SERVICE COMMISSION

Recurring monthly rate
(per mile) ICB

RECEIVED

FEB 11 1997

C. Multiplexing

Non-recurring charge ICB

**MISSOURI
Public Service Commission**

Recurring monthly rate
(per point of termination) ICB

Recurring monthly rate
(per mile) ICB

12. SPECIAL CHARGES

A. General Conditions: The Utility may require the Customer to contribute all or a portion of the capital costs incurred by the Utility in constructing facilities necessary for the initial provision of service to the Customer. Whether such a charge is imposed, and if so, the amount of that charge, will be a matter of negotiation between the Utility and the Customer and will be set forth in the contract.

B. Out-of-Normal Work Hours: The charges specified in this Section 12 do not contemplate work being performed by Utility employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days or the week other than during normal working hours or days (9 a.m. to 5 p.m., Monday through Friday),

Issued:

FEB 11 1997

Effective:

~~**MAR 28 1997**~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997**
97-313
MO. PUBLIC SERVICE COMMISSION

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.Mo. No.1

Original Sheet No. 23

MISSOURI

Public Service Commission

or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Utility for overtime and materials.

C. Installation of Interface Equipment: The Utility's charges for the installation of terminating facilities will be based on the actual cost incurred by the Utility to install the terminating facilities.

D. Installation of Lateral Cable: The Utility's charges for installation of lateral cable within the Premises from the vertical riser to the Customer's station will be based upon the Utility's cost of providing such service. Such cost will be determined based upon all relevant elements of cost, including, but not limited to:

- (1) Site Survey
- (2) Physical Design
- (3) Contractor/Construction Costs
- (4) Rights-of-Way
- (5) Equipment
- (6) Engineering
- (7) Construction
- (8) Depreciation
- (9) Operations
- (10) Maintenance
- (11) Applicable license fees, preparation costs and associated legal expenses
- (12) Applicable Taxes
- (13) Rate of Return Contingencies
- (14) Administration Charges

E. (Reserved)

Issued:

FEB 11 1997

Effective:

~~MAR 28 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997

MO. PUBLIC SERVICE COMMISSION

RECEIVED

CITY UTILITIES OF SPRINGFIELD, MISSOURI

FEB 11 1997

P.S.C.Mo. No.1

Original Sheet No. 24

MISSOURI

Public Service Commission

F. Move Charge: The Utility's charge for a move of a station to a new location on the same or different premises shall be based on the Utility's actual cost incurred in connection with such move.

G. Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Utility in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or User, or when failure in the Utility's equipment is attributable to the Customer or User or their agents. Said cost shall be based upon the current per-man hour labor rate and material costs of the Utility in effect at the time of the visit.

13. SERVICE CANCELLATIONS

A. Discontinuance of Service by the Utility. The Utility, by such written notice to the Customer as specified in the contract and consistent with the provisions of this Tariff, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. The Customer's request;
2. Non-payment of any sum due under a bill submitted to the Customer by the Utility; or
3. A violation of any material condition governing the furnishing of service,

Issued:

FEB 11 1997

Effective:

~~MAR 23 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997
97-313

MO. PUBLIC SERVICE COMMISSION

RECEIVED

as specified in this Tariff or in the contract for service between the Customer and the Utility.

FEB 11 1997**MISSOURI
Public Service Commission**

Unless the discontinuance is at the Customer's request or for violation of the Contract or this Tariff, before discontinuing service the Utility will mail the Customer notification of intent to discontinue at least seven days before disconnection, which will include the scheduled disconnect date and the reason for the disconnection. The notice will contain the name, billing address, telephone number, and account number of the Customer, a clear and concise statement of the reason for the proposed discontinuance of service, the date on which service will be discontinued unless the Customer takes appropriate action, the terms under which the Customer may avoid discontinuance, a clear and concise statement of the charges and conditions for restoration of service after such discontinuance, a statement that discontinuance may be postponed if the Customer can demonstrate exigent circumstances, and notice to the Customer concerning procedures available to discuss the delinquency with the Utility. If the Customer does not seek to remedy the cause for disconnection, the Utility will proceed with disconnection as scheduled. In addition, the Utility will attempt to contact the Customer at least twenty-four (24) hours prior to the scheduled disconnection.

B. Cancellation of Service by the Customer Prior to End of the Contract Period.

When the Customer cancels the service prior to the end of the term of the contract, the Customer

Issued:

FEB 11 1997

Effective:

~~**MAR 23 1997**~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997
9 7 - 3 1 3****MO PUBLIC SERVICE COMMISSION**

FEB 11 1997

shall pay a cancellation charge in the amount specified in the contract between the Customer and the Utility.

**MISSOURI
Public Service Commission**

C. Cancellation of Application for Service. Where the prospective Customer cancels and application for service prior to the start of installation or special construction of facilities by the Utility, no charge shall be made to the prospective Customer. Where the installation of facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Utility. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Utility incurs any expense in connection therewith, whichever occurs earlier.

14. SERVICE INTERRUPTIONS

A. General. The Utility agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the circuit becomes unavailable for use or the quality of transmission is such that the circuit is effectively unusable. The loss of use is defined as failing to meet maintenance specification for:

- errored seconds
- severely errored seconds

Issued:

FEB 11 1997

Effective:

~~MAR 7 1997~~
JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED**JUL 26 1997
9 7 - 3 1 3****MO. PUBLIC SERVICE COMMISSION**

FEB 11 1997

--- consecutively severely errored seconds

--- availability

MISSOURI
Public Service Commission

The Utility specifications for telecommunications service conform to those forth in AT&T Technical Publications TR 62411 and TR 62415 for DS-1 and DS-3 respectively.

B. Service Restoration. The Utility agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service within two hours of any request received by the Utility at its designated service repair number. The Utility shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Utility by the Customer. The Utility agrees to use its best efforts to minimize the duration of any Service Interruption.

C. Liability. The Utility shall not be liable for any incidental, indirect or consequential damages as the result of any service interruption. The Utility's liability shall be limited to a prorated credit against the recurring monthly charge for the duration of the service interruption when that interruption is of a duration of two hours or more, subject to the terms in Section 14(D) below.

D. Credits. The amount of credit shall be determined by dividing the Customer's total monthly charge by 720 hours, and then multiplying the result by the number of hours of interruption. The hours of interruption shall begin from the time of notice of impaired service

Issued:

FEB 11 1997

Effective:

JUL 26 1997

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

FILED

JUL 26 1997

97-313
MO PUBLIC SERVICE COM

from the Customer to the Utility. For the purposes of calculating the credit, the service impairment, or when the Customer releases the circuit to the Utility for testing and repair, whichever occurs later. No credit will be given for service impairment of less than two hours.

15. SALES TAX

The Customer shall pay to the Utility any sales taxes which the Utility is required to collect from the Customer in connection with the Utility's provision of telecommunications services to the Customer.

RECEIVED

FEB 11 1997

MISSOURI
Public Service Commission

Issued:

FEB 11 1997

Effective:

~~MAR 23 1997~~

Robert E. Roundtree
General Manager
City Utilities of Springfield, Missouri
301 East Central, P.O. Box 551
Springfield, Missouri 65801

JUL 23 1997

FILED

JUL 26 1997
97-313
MO. PUBLIC SERVICE COMMISSION