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ORIGINAL

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March 6, 2000

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

FILED<sup>2</sup>
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Missouri Public Service Commission

Re:

Case No. TA-2000-404, Tariff File #200000608

Adelphia Telecommunications, Inc.

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and five copies of substitute tariff sheets nos. 5, 18, 28, and 34 to replace those same numbered sheets previously filed. These substitute sheets contain the second set of changes requested by Mr. Garcia of the Staff.

Sincerely,

Brent Stewart

CBS/bt

Enclosure

cc:

Phil Garcia

Office of the Public Counsel

Jim Stinson, Adelphia

200000608

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## **APPLICABILITY**

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange and non-switched local exchange telecommunications Services within the State of Missouri by ADELPHIA TELECOMMUNICATIONS, INC. (hereinafter "Company"). The Missouri Public Service Commission has classified the services offered hereunder to be "competitive".

This Tariff applies to both facilities-based and resold services for residential customers only. Only the services listed in this tariff are available.

Issued: January 4, 2000 Effective: February 18, 2000



### 2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service (Service Request form).
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.6. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the tariff effective date applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other Recurring Charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.7. Residential Service may be requested verbally.

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## 2.8. Payment Arrangements

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills for Residential Service are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice for Residential Service will be considered past due and will be assessed a late fee in the amount of 1 1/2% per month.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. If the customer is a residential customer, Company will apply the advance payment to Customer's subsequent bill(s) until the advance payment is paid down.
- 2.8.4. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

#### 2.9. Assignment.

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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## 3.4 Special Services

Private line services will be made available to customers in a non-discriminatory manner. Rates for Interexchange and Local Exchange Dedicated Access, Private Line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

# 3.5 <u>Description of Proposed Services</u>

- 3.5.1 <u>Direct Dialed Calls</u> Intrastate toll service billed at a maximum of thirty (30) second increments.
- 3.5.2 <u>Calling Card Calls</u> -A calling card service that may be accessed from any touch tone telephone. Calling card service is not accessible from a rotary telephone.
- 3.5.3 <u>Debit Card Calls</u> A debit card service that may be accessed from any touch tone telephone. Debit card service is not accessible from a rotary telephone.
- 3.5.4 <u>Inbound Toll-Free Number Service</u> An 800/888 number service is offered to Customers who subscribe to the Company's direct dialed toll service. Inbound toll-free number service is available twenty-four (24) hours a day, seven (7) days a week.

# 3.6 Special Promotional Offering

Adelphia Telecommunications, Inc. may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. Adelphia will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, and the beginning and ending dates of the promotional period.

#### 3.7. Emergency Calls

3.7.1 Customer shall configure its PBX or other switch vehicle from which a Customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

#### 3.8 Directory Assistance

Adelphia Telecommunications does not offer operator services and calls to directory assistance will be handled by Broadwing with whom Adelphia has a contract for providing these services.

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