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April 3, 2000

ORIGINAL

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

FILED

APR 3 2000

Missouri Public  
Service Commission

Re: Case No. TA-2000-215  
Adelphia Business Solutions Operations, Inc.  
Tariff File No. 2000-00-793 (Access Tariff)

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and five copies of substitute tariff sheet nos. 2, 3, 10 and 20 for Adelphia Business Solutions Operations, Inc.'s Missouri P.S.C. Tariff No. 3 to replace those same numbered sheets originally filed on March 2, 2000. The minor changes contained in the substitute sheets were requested by the Staff.

A copy of this letter has been sent to counsel for all parties of record. Thank you.

Sincerely,

*Brent Stewart*  
Brent Stewart

CBS/bt

Enclosure

cc: Office of the Public Counsel  
Art Kuss  
Anthony Conroy, SWBT  
Jennifer Anderson

20000793

[RESERVED FOR FUTURE USE]

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Issued: March 2, 2000

Effective: April 17, 2000

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs  
DDI Plaza Two  
500 Thomas Street, Suite 400  
Bridgeville, Pennsylvania 15017

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DEFINITIONS (cont'd)

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

PIU

Percent Interstate Use

Recurring Charge

The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

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REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within ninety (90) days after the date of the occurrence that gave rise to the claim.

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