

**STEWART & KEEVIL, L.L.C.**  
ATTORNEYS AT LAW

**ORIGINAL**

CHARLES BRENT STEWART  
JEFFREY A. KEEVIL

1001 CHERRY STREET  
SUITE 302  
COLUMBIA, MISSOURI 65201-7931

TELEPHONE (573) 499-0635  
FACSIMILE (573) 499-0638

November 30, 1999

**FILED**

NOV 30 1999

**Missouri Public  
Service Commission**

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

Re: Case No. TA-2000-315  
Adelphia Business Solutions Operations, Inc. (IXC/Private Line Certificate)

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and five copies of substitute tariff sheets nos. 22, 23, 24, 31, 34, and 44, to replace those same numbered sheets originally filed on November 2, 1999. These substitute sheets contain certain changes requested by the Staff. Thank you.

Sincerely,

*Brent Stewart*  
Brent Stewart

CBS/bt

Enclosure

cc: Office of the Public Counsel  
Jennifer Anderson  
Shawnee Claiborne-Pinto (Staff)

200000429

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- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, for its negligence, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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Issued: November 2, 1999

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

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

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**2.5. Cancellation by the Company****2.5.1. Cancellation for Cause by the Company**

Upon nonpayment of any undisputed sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

**2.5.1.1. Service may be discontinued for any of the following reasons:**

- A. Nonpayment of an undisputed charge;
- B. Failure to post a required deposit or guarantee;
- C. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- D. Failure to substantially comply with terms of a settlement agreement;
- E. Refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- F. Material misrepresentation of identity in obtaining telephone utility service; and
- G. As provided by state or federal law.

2.5.1.2. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.5.2 Upon thirty (30) days' prior written notice, Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

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2.11. Method for Calculation of Airline Mileage

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:00 AM to 4:59 PM Monday - Friday

EVENING: From 5:00 PM to 10:59 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:00 PM to 7:59 AM Everyday  
 From 8:00 AM to 10:59 PM Saturday  
 From 8:00 AM to 4:59 PM Sunday

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### 3.3 OPERATOR SERVICES (cont'd.)

Collect calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.

The following operator service requirements apply:

1. Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.
2. Carrier will advise the caller and billed party (if different from the end user) that Carrier is the operator service provider at time of the Initial contact.
3. Carrier will provide rate quotes, including all rate components and any additional charges, upon request, at no charge.
4. Carrier will allow only tariff charges approved by the commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies (LEC's) on behalf of carrier and will not collect locations surcharges imposed by traffic aggregators.
5. Carrier will arrange for listing of its name on LEC's Billing of Carrier's charges, if the LEC has multi-carrier bill listing capability.
6. Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.
7. Carrier will direct all "00-" emergency calls to the local exchange carrier (LEC) at no charge.
8. Carrier's contracts with traffic aggregators will contain provisions which: (a) prohibit the blocking or access to an end user's interexchange carrier of choice and b) provide for the prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the LEC operator as well as other interexchange carriers, and procedures for emergency calls.
9. Upon request, Company will transfer calls to another certified interexchange carrier or to the LEC if billing can list the caller's actual origination date.

### 3.4 DIRECTORY ASSISTANCE

ABS0 offers and bills for directory assistance on a per call basis.

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5. RATES & CHARGES

5.1 CALLING CARD SERVICES

Per Call Surcharge:	\$0.00
	<u>Per Minute Rate</u>
Day	\$0.20
Evening	\$0.20
Night/ Weekend	\$0.20

On – Demand Features\*:

Audio Text (per minute)	\$0.40
Message Store and Forward (per message)	\$1.50
Operator Assistance (per message)	
Station to Station	\$1.00
Person to Person	NOC**
Conference Calling (Charges applied to each participant)	
Set-up Charge	\$2.00
Per Minute Usage Rate	\$0.40
Speed Dial	\$0.00

\*NOTE: All features are automatically available on the calling cards. There is no monthly fee for these features. The rates apply when the features are utilized.

\*\*Not Offered Currently

5.2 PREPAID DEBIT CARD SERVICES

Per Call Surcharge:	\$0.80
	<u>Per Minute Rate</u>
Day	\$0.192
Evening	\$0.192
Night/ Weekend	\$0.192

5.3 OPERATOR SERVICE PER CALL SERVICE CHARGES

The following service charges apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Station-to-Station	
Subscriber	\$1.25
Collect	\$1.50
Calling Card	\$1.00
Third Number	\$1.50
Sent Paid	\$1.25
Person-to-Person	\$3.00
Calling Card Person-to-Person	\$0.00

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