

ORIGINAL

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

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. 19, 28, 32, 34, 35, 36, and 37 to replace those same numbered sheets previously filed. These substitute sheets contain the specific changes requested by Mr. Garcia of the Staff.

Also, please be advised that pursuant to Mr. Garcia's request the company for the second time hereby extends the effective date of its tariff from February 29, 2000 to March 7, 2000.

Sincerely,

Brent Stewart

CBS/bt

Enclosure

cc: Phil Garcia

Office of the Public Counsel Jim Stinson, Adelphia

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2.2.9. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written and oral notice of termination by Customer or written notice of termination by Company as of a date not less then thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

## 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 Business Service are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice for Business Service will be considered past due. Business Customers will be assessed a late fee on past due amounts in the amount equal to 1 1/2 % per month. If a Business Customer presents an undue risk of nonpayment at any time, the Company may require that Business Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. 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.

# 2.13 Special Construction

Special construction is that construction undertaken:

- 1. Where facilities are not presently available, and there is no other requirement for the facilities so constructed.
- 2. Of a type other than that which the Company would normally utilize in the furnishing of its services.
- 3. Over a route other than that which the Company would normally utilize in the furnishing of its services.
- 4. In a quantity greater than that which the Company would normally construct.
- 5. On an expedited basis.
- 6. On a temporary basis until permanent facilities are available.
- 7. In advance of its normal construction.

#### 2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

## 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.

#### 4. RATES AND CHARGES

## 4.1 <u>Direct Dialed Calls</u>

Adelphia's out-bound intrastate intraLATA and intrastate interLATA toll service are flat rate offerings. For billing purposes, call timing is rounded up to, at a maximum, six (6) second increments.

## 4.1.1 Direct Dialed Calls - Option 1

#### 4.1.1.AIntraLATA Calls

Usage Charges:

PER MINUTE RATES				
DAY	EVENING	NIGHT/WKND		
\$0.13	\$0.13	\$0.13		

#### 4.1.1.B Intrastate InterLATA Calls

Usage Charges:

PER MINUTE RATES				
DAY	EVENING	NIGHT/WKND		
\$0.13	\$0.13	\$0.13		

Subscribers to Adelphia's outbound long distance service, who change long distance carriers and wish to return to Adelphia's outbound long distance service, are eligible for 30 minutes per month free usage for a period of six months.

## 4. RATES AND CHARGES (CONT'D)

- 4.1 Direct Dialed Calls (Cont'd)
  - 4.1.2 Direct Dialed Calls Option 2

**RESERVED FOR FUTURE USE** 

#### 4. RATES AND CHARGES (Cont'd)

### 4.1 <u>Direct Dialed Calls</u> (Cont'd)

#### 4.1.3 Direct Dial Service - Option 3

Adelphia's Option 3 outbound long distance service is a flat rate offering which applies only to customers who subscribe to EITHER:

- Adelphia Power Link\*, OR
- Adelphia Digital Cable\*\*

All customers who currently qualify for Option 3 will be billed at the following rate beginning with the July, 1999 billing period.

Customers who previously qualified for Option 3, but no longer qualify due to discontinuance of one or more services, will be billed at the current rate for their previous Option from the date of that discontinuance.

# 4.1.3.A IntraLATA Calls

Usage Charges:

PER MINUTE RATES				
DAY	EVENING	NIGHT/WKND		
\$0.075	\$0.075	\$0.075		

#### 4.1.3.B Intrastate InterLATA Calls

Usage Charges:

PER MINUTE RATES				
DAY	EVENING	NIGHT/WKND		
\$0.075	\$0.075	\$0.075		

<sup>\*</sup>Adelphia Power Link is the internet service provided by Adelphia Communications Corp.

<sup>\*\*</sup>Adelphia Digital Cable is a cable service provided by Adelphia Communications Corp.