Integrated Teletechnologies, Inc.

# DUPLICATE

# INTEGRATED TELETECHNOLOGIES, INC.

OF

NEW YORK CITY, NEW YORK

Rates, Rules and Regulations for Furnishing

Telephone Service

throughout the State of Kentucky

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 17 1994

Filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Quedam C. Mark

ISSUED: October 14, 1994

EFFECTIVE: October 17, 1994

ISSUED BY: Integrated Teletechnologies, Inc.

BY: Adam S. Feinberg

President

# TABLE OF CONTENTS

CHECK	SHEET		
EXPLA	NATION	OF SYMBOLS	-
DEFINI	TIONS .		4
RULES	AND R	EGULATIONS	ŧ
	I.	Application of Tariff	$\epsilon$
	II.	Revisions	$\epsilon$
	III.	Service Area	ŧ
	IV.	Limitations of Service	ŧ
	V.	Interconnection with Other Common Carriers	(
	VI.	Availability of Services	-
	VII.	Use of Service	•
	VIII.	Undertaking of the Carrier	•
	IX.	Liability of the Carrier	8
	X.	Assignment or Transfer	(
	XI.	Credit Allowance for Interruption for Service	Ç
	XII.	Responsibilities of Customers	(
	XIII.	Payment and Credit Regulations	ı
	XIV.	Cancellation or Interruption of Services PUBLIC SERVICE COMMISSION OF KENTUCKY	1
	ΧV	Deposits EFFECTIVE	l.

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Order C neel FOR THE PUBLIC SERVICE COVERIGATION

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

# TABLE OF CONTENTS XVI. Taxes 14 XVII. Responsibility of Carrier 15 XIX. Rate Regulations 15 RATES 17 I. Outbound Services 17 II. Inbound Services 18 III. Other Rates 19

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Juden C. Meel FOR THE PUBLIC SERVICE COMMANGER

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

# **CHECK SHEET**

Sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	NUMBER OF REVISION(except as indicated)	EFFECTIVE DATE
1	Original	October 17, 1994
2	Original	October 17, 1994
3	Original	October 17, 1994
4	Original	October 17, 1994
5	Original	October 17, 1994
6	Original	October 17, 1994
7	Original	October 17, 1994
8	Original	October 17, 1994
9	Original	October 17, 1994
10	Original	October 17, 1994
11	Original	October 17, 1994
12	Original	October 17, 1994
13	Original	October 17, 1994
14	Original	October 17, 1994
15	Original	October 17, 1994
16	Original	October 17, 1994
17	Original	October 17, 1994
18	Original	October 17, 1994
19	Original	October 17, 1994
20	Original	October 17, 1994

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Jordan C. Neel FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE: October 14, 1994

# **EXPLANATION OF SYMBOLS**

# **SYMBOLS**

The following are the only symbols for the purposes indicated below:

(C)	To signify changed regulation.
(D)	To signify discontinued rate, regulation or test.
(I)	To signify increase.
(N)	To signify new rate and/or new test.
(R)	To signify reduction.
(T)	To signify a change in text.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

Gredan C. Mark

FOR THE PUBLIC SERVICE COMMANDERS

DATE OF ISSUE: October 14, 1994

## **DEFINITIONS**

Certain terms used generally throughout this Tariff, particularly those for specialized common carrier communications channels furnished by the Carrier over its facilities, are defined below:

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide telecommunication service as required.

<u>Business Customer</u> - A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational or other commercial nature.

Carrier - Integrated Teletechnologies, Inc. (ITelecom), unless the context indicates otherwise.

Commission - Kentucky Public Service Commission ("P.S.C. KY"), unless context indicate otherwise.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

<u>Customer Provided Equipment</u> - Terminal equipment, as defined herein, provided by a Customer.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> SECTION 9 (1) Anden C. Harl

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Monday through Friday.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

PURSUANT TO 807 KAR 5.011,

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - The Carrier's recognized Holidays are New Year's Day (January 1), Independence Day (July 4): Labor Common Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25), Martin Luther King Day and President's Day. Evening rates apply unless a lower rate is prescribed by this Tariff.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m., and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

<u>Premises</u> - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the Customer's place of business.

Residential Customer - Customer whose use of service is primarily of a personal nature.

Service or Services - The services covered by this Tariff shall include only the State of Kentucky.

<u>Terminal Equipment</u> - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone and data sets.

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

#### **RULES AND REGULATIONS**

# I. APPLICATION OF TARIFF

This schedule of Rates, Rules and Regulations governs the furnishing of long distance intrastate telecommunications service by Integrated Teletechnologies, Inc., hereinafter referred to as ITelecom or Carrier, and applies to all services received from the Carrier. No employee or individual director of the Carrier is permitted to make exception to these Rates, Rules or Regulations. All Rules and Regulations are to be in effect so long as they are not in conflict with P.S.C. KY Rules and Regulations. The Carrier is further subject to all Rules and Regulations of the Commission even though not contained herein.

#### II. REVISIONS

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time subject to approval of the P.S.C. KY and shall have the same force as the present Rules and Regulations.

#### III. SERVICE AREA

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

The Carrier furnishes long distance intrastate telecommunications service to the public throughout the State of Kentucky.

OCT 17 1994

#### IV. LIMITATIONS OF SERVICE

PURSUANT TO 807 KAR 5:011,

- Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service from a location where the necessary facilities or equipment are not available. FOR THE PUBLIC STANCE COMMISSION
- 2. Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the Service in violation of any provision in this Tariff, the rules and regulations of the P.S.C. KY or in violation of the law.
- Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

# V. INTERCONNECTION WITH OTHER COMMON CARRIERS

1. Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities

DATE OF ISSUE: October 14, 1994 DATE EFFECTIVE: October 17, 1994

necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her Customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

# VI. AVAILABILITY OF SERVICES

- 1. The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier.
- 2. Service is available twenty-four hours per day, seven days a week, throughout the State of Kentucky.

#### VII. USE OF SERVICE

- 1. Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- 2. The use of Carrier's Services to make calls that might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 3. The use of Carrier's Service(s) without payment for Service or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

#### VIII. UNDERTAKING OF THE CARRIER

1. ITelecom is a resale common carrier providing intrastate communications services to customers for their direct transmission and reception of voice data and other types of telecommunications. Service is available twenty-four hours per day, seven days per week, throughout the State of Kentucky.

OF KENTUCKY

OCT 17 1994

**EFFECTIVE** 

DATE OF ISSUE: October 14, 1994

**PURSUANT TO 807 KAR 5:011,** 

SECTION 9 (1)

DATE EFFECTIVE: October 17, 1994



Grand Central Station
New York City, New York 10163

## IX. LIABILITY OF THE CARRIER

- The liability of the Carrier for any claim of loss, expense or damage (including indirect, special or consequential damages) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2. Carrier shall not be liable for any claim of loss, expense, or damage (including indirect, special, or consequential damages) for any interruption, delay, error, omission or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Carrier's direct control.
- 3. Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim of loss, expense or damage, including indirect, special or consequential damage for:
  - defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff; or
  - (2) for connecting, combining or adapting Carrier's facilities with Customer's apparatus or systems; or
  - (3) for any act of omission by the Customer; or
  - for any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by the Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wpural condition, Carrier, if not caused by gross negligence of the Carrier.

    OF KENTUCKY
    EFFECTIVE

4. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: <u>Oudan C. Meel</u> FOR THE PUSLIC SERVICE COMMISSION

DATE EFFECTIVE: October 17, 1994

DATE OF ISSUE: October 14, 1994

5. CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# X. ASSIGNMENT OR TRANSFER

Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Customer shall not assign or transfer the use of the Carrier's Services except with the prior written consent of the Carrier in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

# XI. CREDIT ALLOWANCE FOR INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of the Customer or to the failure of channels, equipment and/or communications systems provided by the Customer and other carriers, are subject to the general liability provisions set forth in Section IX herein. It shall be the obligation of the Customer to notify carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the Customer within his or her control, or is not in wiring or equipment if any, furnished by Customer and connected to Carrier's terminal.

#### XII. RESPONSIBILITIES OF CUSTOMERS

- 1. All customers assume general responsibilities in connection with the provisions and use of ITelecom's service. When facilities, equipment, and/or communications systems provided by others are connected to ITelecom's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:
  - A. The Customer is responsible for placing orders for service, paying all charges for service rendered by ITelecom and complying with all of ITelecom's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.

    PUBLIC SERVICE COMMISSION

B. When placing an order for service, the Customer must provide:

OF KENTUCKY EFFECTIVE

- (1) The name(s) and address(es) of the person(s) responsible for the payment of service charges.

  OCT 17 1994
- The name(s), telephone number(s), and address(es) of the Sustainer 807 tack 5.011, person(s).

  SECTION 9 (1)

BY: Ordan C. Heel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE: October 14, 1994

- C. The Customer must pay ITelecom for the replacement or repair or IFUELIGNERVICE COMMISSION equipment when the damage results from:

  OF KENTUCKY

  EFFECTIVE
  - (1) The negligence or willful act of the Customer or user.

(2) Improper use of service.

• • •

(3) Any use of equipment or service provided by others.

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Justin C. Hell
FOR THE PUBLIC SERVICE COMMISSION

OCT 17 1994

# 2. Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by ITelecom.

- A. Credit allowances for failure of service or equipment starts when the Customer notifies ITelecom of the failure or when ITelecom becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.
- B. The Customer shall notify ITelecom of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act, or omission of the Customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
  - (1) Interruptions of service resulting from ITelecom performing routine maintenance;
  - (2) Interruptions of service for implementation of Customer order for a change in the service;

# 3. Cancellation by Customer

A. The Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for Service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.

DATE OF ISSUE: October 14, 1994

B. If the Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by the Customer and Carrier, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer. Such charge will be determined on a case by case basis.

#### XIII. PAYMENT AND CREDIT REGULATIONS

- 1. Payment for Service
  - A. Charges for service are applied on recurring and non-recurring basis. Service is billed on a monthly basis. Payment is due upon receipt of the statement. Service continues to be provided until canceled by Customer or by the Carrier in accordance with provisions of this Tariff.
  - B. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue upon any unpaid amount commencing thirty days after rendition of the bill.

#### 2. Responsibility for Payment

- A. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account setup charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
- B. A Customer of Carrier's 800 service is responsible for payment for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer provided systems, equipment, lacetric commence of the Customer's CF KENTUCKY

  EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

andra C. neel

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

800 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800 Service number(s) by mistake.

#### 3. Bad Check Charge

If payment for service is made by a check, draft, or similar instrument that is returned unpaid by a bank or another financial institution to the Carrier for any reason, the Carrier will bill the Customer a one-time charge of the greater of twenty dollars (\$20.00) or five percent (5%) of the total check amount.

### 4. Disputed Charges

If notice of a dispute as to charges is not received in writing by Carrier within thirty (30) days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

#### 5. Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

# 6. Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by ITelecom shall be made available SERVICE COMMISSION ITelecom for such tests and adjustments as may be necessary to maintain them in satisfact PRENTUCKY condition. No interruption allowance will be granted for the time during which such tests EXPECTIVE adjustments are made.

#### XIV. CANCELLATION OR INTERRUPTION OF SERVICES

OCT 17 1994

- Without incurring liability, the Carrier may discontinue Service(s) to Customer WRSUANT TO 807 KAR 5.011, particular Customer location, in compliance with 807 KAR 5:006, Section 14, governing CTION 9 (1)

  Refusal and Termination of Service. Service may be discontinued upon a wrighten notice of administered in accordance with 807 KAR 5:006, Section 13(5), for the following reasons:
  - A. Upon five days written notice, for nonpayment of any sum due to Carrier for more than thirty days after issuance of the bill for the amount due; or
  - B. Upon ten days written notice, for violation of any of the provisions of this Tariff; or

DATE OF ISSUE: October 14, 1994

- C. Upon ten days written notice, for violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Carrier's Service(s); or
- D. Without notice, if a dangerous condition is found to exist on the Customer's premises. relating to the Carrier's service which could subject any person to imminent harm or result in substantial damage to the property of the Carrier or others. Carrier shall notify Customer immediately of such termination or refusal, and shall inform Customer of the corrective action to be taken by Customer or by Carrier, before the service can be restored or provided; or
- E. Upon ten days written notice, for Customer's refusal of access by Carrier to Customer's premises for any maintenance, testing or adjustment to assure compliance with Tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities; or
- F. Carrier may discontinue Service to a Customer who is indebted to the Carrier for Service furnished or other Tariffed charges until that Customer has paid his indebtedness.
- G. Upon 10 days written notice, service(s) may be discontinued by the Carrier, by blocking traffic to certain geographical areas, or by blocking calls using certain Customer Authorization Codes, when the Carrier deems it necessary to take action to prevent unlawful use of its Service(s). The Carrier may restore Service(s) as soon as it can be provided without undue risk; or
- H. Carrier, at its sole discretion, may deny Service to any potential customer who is not creditworthy.

  PUBLIC SERVICE COMMISSION

  OF KENTUCKY
- 2. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

OCT 17 1994

PURSUANT TO 807 KAR 5.011.

SECTION 9 (1)

**EFFECTIVE** 

XV. DEPOSITS

1. Deposit Guidelines

DATE OF ISSUE: October 14, 1994

Carrier may require a cash deposit to secure payment of bills. Service may be refused of discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the Customer's bill, except that no refund or credit will be made if the Customer's bill is delinquent on the anniversary date of the deposit.

DATE EFFECTIVE: October 17, 1994

2. The deposit may be waived by Carrier upon a Customer's showing of satisfactory credit or payment history, and deposits will be returned after one (1) year if the Customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the Customer fails to maintain a satisfactory payment record, a deposit may then be required. Carrier may require a deposit in addition to the initial deposit if the Customer's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit and any interest earned will be credited to the Customer's account with any credit balance refunded to the Customer thirty (30) days following termination of service.

### 3. Deposit Requirement or Waiver Criteria

In determining whether a deposit will be required or waived, the following criteria will be considered:

- (a) Previous payment history with the Carrier. If the Customer has no previous history with Carrier, statements from other utilities, banks, etc. may be presented by the Customer as evidence of good credit.
- (b) Whether the Customer has an established income or line of credit.
- (c) Length of time the Customer has resided or been located in the area.
- (d) Whether the Customer owns property in the area.
- (e) Whether the Customer has filed bankruptcy proceedings within the last seven years.

#### 4. Amount of Deposit

All Customer's deposits shall be based upon actual usage of the Customer at the same or previous premises for the most recent 12-month period of Customer's previous credit history with Carrier or previous telephone company, if such information is available. If usage information is not available, the deposit will be based on the average bills, calculated annually, of customers in the system. The deposit amount shall not exceed two-twelfths (2/12) of the Customer's actual or estimated annual bill where bills are rendered monthly.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

FOR THE PUBLIC COMMANDERS

DATE OF ISSUE: October 14, 1994

# 5. <u>Deposit Recalculation</u>

If a deposit is held longer than 18 months, the deposit will be recalculated at the Customer's request based on the Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential Customer or 10 percent for a business Customer, Carrier may collect any underpayment and shall refund any overpayment by check or credit to the Customer's bill. No refund will be made if the Customer's bill is delinquent at the time of the recalculation.

# 6. Deposit not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve an applicant for Carrier's services, or a Customer from complying with the Carrier's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of Carrier providing for the discontinuance of service for non-payment of any sums due to Carrier for services rendered. Carrier may discontinue service to any Customer failing to pay current bills without regard to the fact that such Customer has made a deposit with Carrier to secure payment of such bills.

#### XVI. TAXES

- Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in conjunction with service used.

  OF KENTUCKY
- 2. All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

# XVII. RESPONSIBILITY OF CARRIER

1. Calculation of Credit Allowance

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

OCT 17 1994

Pursuant to limitations set forth in Section XII-2 if service is interrupted the credit will be computed on the following basis:

- A. When a minimum usage charge is applicable and the Customer fails to meet same because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- B. For purposes of credit calculation, every month shall be considered to have 720 hours.

DATE OF ISSUE: October 14, 1994

- C. The Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- D. No credit shall be allowed for an interruption of less than two hours.

#### XVIII. RATE REGULATIONS

The information in this Section pertains to all services offered pursuant to this Tariff unless otherwise noted.

#### 1. Rate Determination

The rates for an intrastate call which is charged on a per call basis is determined by the following:

- distance between applicable rate centers; and
- time of day and day of week; and
- duration of call; and
- class of service of the call.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

BY: Quedan Marl

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

# **RATES**

I.	OUTBOUND SERVICES:	RATE
1.	ITelecom Network 1+ - a switched service, billed in six (6) second increments after an eighteen (18) second minimum call duration.	
	Rate per minute: Volume discount rate per minute:	\$0.1570 \$0.1490
	Volume discount rate applies to all Customer accounts totalling \$5000.00 per month or more.	
2.	ITelecom Access 1+ - a dedicated, private line outbound service, billed in six (6) second increments after an eighteen (18) second minimum call duration. Access is provided by the Customer's local exchange carrier at the Local Exchange Carrier's Tariffed rates. ITelecom requires a minimum three thousand dollar (\$3,000.00) per line per month usage.	
	Rate per minute: Volume discount rate per minute:	\$0.1100 \$0.0990
	Minimum monthly usage:	\$3000.00
	Volume discount rate applies to all Customer accounts totalling \$10,000.00 per month or more.	
	Dedicated access as per LEC charge	
3.	ITelecom Network 1+ At Home - a switched service for residential Customers, billed in one minute increments.	
	Rate per minute: PUBLIC SERVICE COMMISSION	\$0.1570

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Quedos C. Mad.

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

# **RATES**

II.	INBOUND SERVICES:	RATE
	Reservations of Numbers for 800 Services - A prospective 800 Service Customer may reserve not more than ten (10) 800 Service telephone numbers. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Carrier, shall give any person, including prospective Customer who have reserved an 800 Service telephone number hereunder and Customer who subscribes to and use an 800 Service, or their transferees or assignees, any ownership interest or proprietary right in any given 800 Service telephone number; provided, however, that Customer who sells an ongoing operating business for which 800 Service telephone number has been in use may transfer the right to continue to use the 800 Service telephone number. If an 800 Service Customer terminates the service, any 800 Service telephone number which had been assigned to said Customer will be forfeited and revert to ITelecom.	
1.	800 At Home - a switched, inbound service, billed in one minute increments rounded to the next highest whole minute.	
	Rate per minute (day): Rate per minute (night/evening/weekend): One-time account set-up charge:	\$0.2400 \$0.2200 \$15.00
2.	Network 800 - a switched, inbound service, billed in six (6) second increments after an eighteen (18) second minimum call duration. Carrier requires a minimum ten dollars (\$10.00) per line per month usage.	
	Rate per minute: Volume discount rate per minute: One-time set-up charge:	\$0.1850 \$0.1770 \$15.00
	Minimum usage per month:	\$10.00
or mo	Volume discount rate applies to all Customer accounts totalling \$5000.00 per month ore.	BLIC SERVICE COMMISS OF KENTUCKY EFFECTIVE
		OCT 17 1994
		SUANT TO 807 KAR 5:01 SECTION 9 (1)
	BY:	Graden C. Mal

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

	RATES	
3.	800 On the Road - a switched, inbound service for Customers with existing 800 numbers, billed in one minute increments rounded to the next highest whole minute.  Rate per minute(day): Rate per minute (night/evening/weekend):	\$0.2400 \$0.2200
4.	Access 800 - a dedicated, private line inbound service, billed in six (6) second increments after an eighteen (18) second minimum call duration. Access is provided by the Customer's local exchange carrier at the Local Exchange Carrier's Tariffed rates. Customer may select either one hundred dollars (\$100.00) per month per line minimum usage or a thirty five dollar (\$35.00) per line per month service fee. Within the first ninety (90) days of service, the Customer may switch the option selected.	
	Rate per minute: Volume discount rate per minute: One-time set-up charge:	\$0.1300 \$0.1190 \$15.00
	Customer may select either a guaranteed \$100.00 minimum monthly usage or \$35.00 per line per month charge.	
	Volume discount rate applies to all Customer accounts totalling \$10,000.00 per month or more.	
	Dedicated access as per LEC charge	

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

OCT 17 1994

PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

BY: Gordon C. Maal FOR THE PUBLIC SERVICE CONTROL

DATE OF ISSUE: October 14, 1994

DATE EFFECTIVE: October 17, 1994

# **RATES**

III.	OTHER RATES:	RATE
1.	<u>ITelecom On the Road Calling Card</u> - calling card that may be used from any touch tone or rotary telephone, billed in one minute increments.	
	Rate per minute: Surcharge per call:	\$0.2000 \$0.4500
2.	ITelecom Calling Card - Calling card that may be used from any touch tone or rotary telephone, billed in one minute increments.	
	Rate per minute:	\$0.2500
3.	<u>Directory Assistance</u> - Long distance Directory Assistance, consists of supplying or attempting to supply listed telephone numbers.	
	Charge per call:	\$0.65
4.	<u>Bad Check Charge</u> - The charge will be assessed in accordance with Section XII (3) of this Tariff.	
	Charge per bad check:	\$20.00 or 5% of the amount of the check, whichever is greater
5.	Local Receipt Charge	
	Customers of Network 1+, Network 1+ At Home, ITelecom Calling Card, On The Road Calling Card, On The Road Plus Calling Card, 800 At Home, Network 800 and 800 On the Road, are subject to a surcharge of \$3.00 per month per account.	
6.	ITelecom On the Road Plus Calling Card - calling cards that may be used from any touch tone or rotary telephone, billed in one minute increments.  PUBLIC SERVICE COMMISSION  Rate per minute:  OF KENTUCKY  Surcharge per call:  EFFECTIVE	\$0.2000 \$0.4000

6757-002.KY

OCT 17 1994

PURSUANT TO 807 KAR 5.011, SECTION 9 (1)

DATE OF ISSUE: October 14, 1994 BY: October 17, 1994

FOR THE PUBLIC SERVICE COMMISSION