P.S.C. KY Adoption Notice No.

#### **ADOPTION NOTICE**

The undersigned of <u>NOSVA Limited Partnership ("NOSVA"</u>) of <u>Maryland</u>, hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing telecommunications service state wide in the Commonwealth of Kentucky filed with the Public Service Commission of Kentucky by <u>Red River Networks, LLC ("RRN"</u>) of <u>Oklahoma</u>, and in effect on the 22<sup>nd</sup> day of June, 2005, the date on or about which the public service business of the said <u>RRN</u> was taken over by it.

This notice is issued on the <u>22<sup>nd</sup></u> day of <u>June</u>, 2005, in conformity with 807 KAR 5:011, Section 10 of the Regulations for filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

Network US, Inc. d/b/a CA Affinity

By:

EllenAnn G. Sands Counsel for Parties



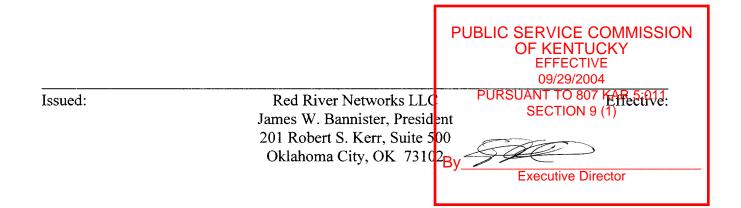
# TITLE SHEET

# KENTUCKY

# INTEREXCHANGE TELECOMMUNICATIONS RESELLER TARIFF

OF

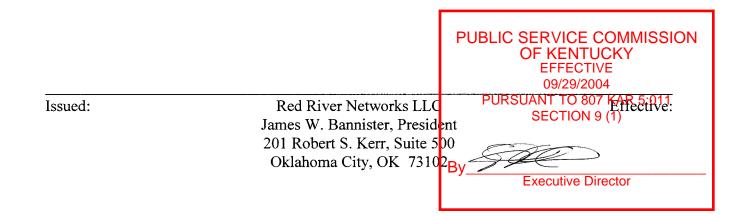
Red River Networks LLC James W. Bannister, President 201 Robert S. Kerr, Suite 500 Oklahoma City, OK 73102 405-236-2099 800-860-9505



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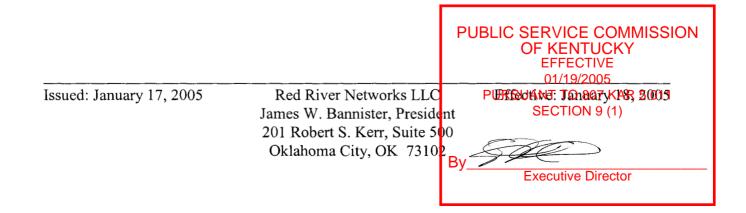
Red River Networks LLC

Kentucky Tariff No. 1 1<sup>st</sup> Revised Page No. 3 Cancels Original Page No. 3

#### CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of these pages.

PAGE	REVISION
1	Original
2	Original
3	1 <sup>st</sup> Revised *
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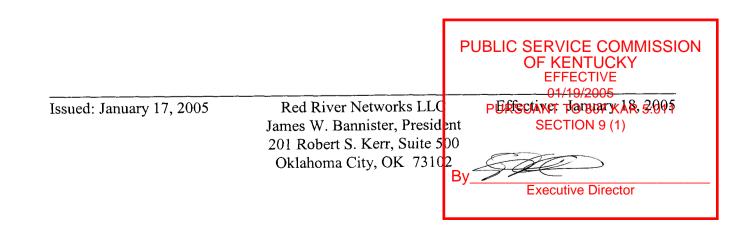
Red River Networks LLC

Kentucky Tariff No. 1 1<sup>st</sup> Revised Page No. 4 Cancels Original Page No. 4

#### **CHECK SHEET - CONTINUED**

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35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	1 <sup>st</sup> Revised
42	Original

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (\*) beside the applicable page number and the caption "Revision No. \_\_".

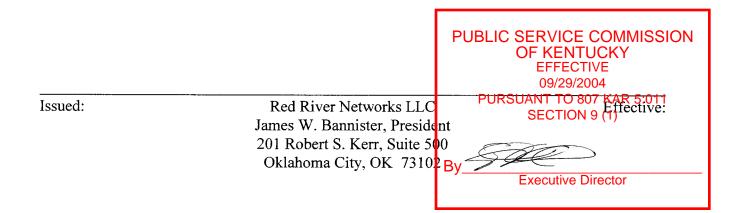


# **SYMBOLS**

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

(C)	To signify changed term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the
	tariff with no change, unless there is another change
	symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, term or
	condition

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

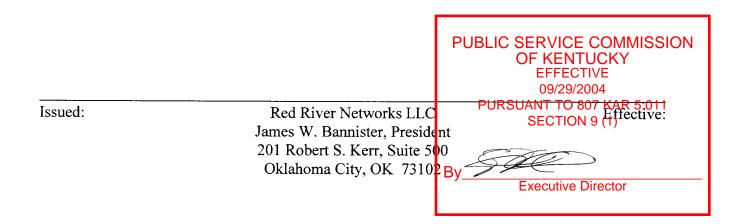


# TARIFF FORMAT

- Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- C. Paragraph Numbering Sequence There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1.(A) 2.1.1.(A).1

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.



## APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the Commonwealth of Kentucky.

#### ACCESSIBILITY OF TARIFF

This tariff is on file with the Kentucky Public Service Commission and the Company's principal place of business:

Red River Networks LLC 201 Robert S. Kerr, Suite 500 Oklahoma City, OK 73102

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at 800-860-9505.

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 09/29/2004
Issued:	Red River Networks LLC James W. Bannister, Preside	SECTION 9 (1)
	201 Robert S. Kerr, Suite 5 Oklahoma City, OK 7310	
		Executive Director

## SECTION 1 - TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

**"Authorization Code"** is a numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

"Commission" means the Kentucky Public Service Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context

"Customer" means any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services provided by an entity reselling intrastate telecommunications services.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Disconnection of service" means an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

"End-user" means the customer to whom a telephone number is assigned.

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the Commonwealth of Kentucky borders.

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	Oklahoma City, OK 7310	
		Executive Director

"Initial Tariffs" means the first tariffs approved after, or in conjunction with, the granting of a Certificate of Convenience and Necessity.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the Commonwealth of Kentucky, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

"Letter of Agency" ("LOA") means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunication company.

"Kentucky Public Service Commission (or "Commission")" means the regulatory body authorized by the laws of the Commonwealth of Kentucky to regulate certain public utilities.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

	PUBLIC SERVICE COMMISSION
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Oklahoma City, OK 7310	

"Prepaid Account" is an inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

**"Prepaid Calling Card"** is a card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

"**Reseller**" means any person, partnership, cooperative corporation, corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for profit.

"Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of non telecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not-regulated.

"Service provider" means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

"Suspension of service" means an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

**"Telecom Unit"** is a measurement of telecommunications service equivalent to one minute of usage between any two points within the Commonwealth of Kentucky.

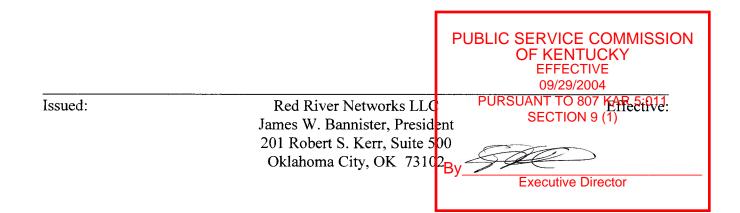
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		Executive Director

"Telecommunications company" or "Telecommunications carrier" means a reseller.

"Telecommunications service" means service provided by a reseller including voice, data, and all other types of communications services, under the reseller's tariffs on file with the Commission.

"Territory" means the reseller's area of operation which may include the entire Commonwealth of Kentucky or some specified portion thereof.

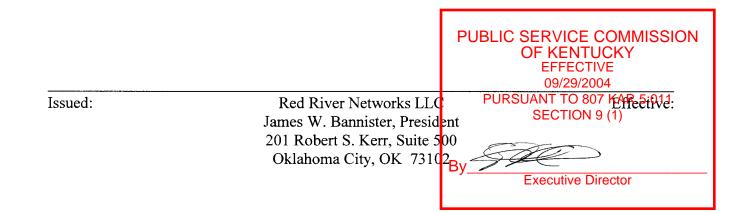
"Underlying carrier(s)" means the provider of facilities utilized by a reseller in the provisioning of its interexchange service to its customers



#### SECTION 2 - RULES AND REGULATIONS

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#### 2.1 - UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the Commonwealth of Kentucky under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 - LIMITATIONS

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the Commonwealth of Kentucky.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consert of the Company and the Company of the company. The company of the company. The company of the company. The company of the company. The company of the co

	of facilities without the express written conser	OF KENTUCKY EFFECTIVE 09/29/2004
Issued:	Red River Networks LLC James W. Bannister, Presid 201 Robert S. Kerr, Suite 5 Oklahoma City, OK 7310	ent SECTION 9 (1) 00
		Executive Director

#### 2.3 - TRANSFER OR ASSIGNMENT

- 2.3.1 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- 2.3.2 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### 2.4 - USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the Commwealth of Kentucky.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.

2.4.7	The Company's service(s) may be denied for not other violations of this tariff.	OPPOBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 09/29/2004
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## 2.5 - LIABILITIES OF THE COMPANY

- 2.5.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.
- 2.5.3 The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.
- 2.5.4 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

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#### 2.6 – DEPOSITS

2.6.1 When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. Company shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills Company. Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by Company to a bill when the bill has been determined by Company to be delinquent. Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on all deposits at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

#### 2.7 - BILLING AND BILLING DISPUTES

- 2.7.1 Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet.
- 2.7.2 The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3 Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due forty-five (45) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 2.7.4 A late fee of 1.5% may be assessed only once on any billing rendered service COMMISSION late payment penalty will not be assessed upon an unpaid penalty F KENTUCKY

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 09/29/2004

 Issued:
 Red River Networks LLC

 James W. Bannister, President

 201 Robert S. Kerr, Suite 500

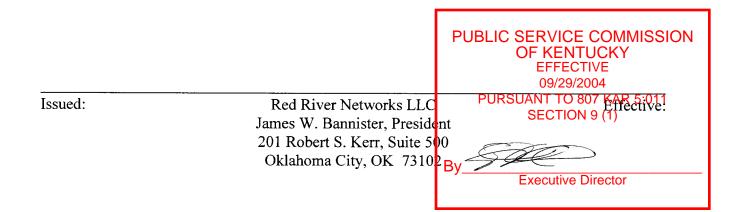
 Oklahoma City, OK 73102

 By

 Executive Director

2.7.5 Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at 800-860-9505. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures set forth by the Kentucky Public Service Commission.

# 2.8 (RESERVED FOR FUTURE USE)



# 2.9 - TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

- 2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
- 2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
- 2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

#### 2.10 - EQUIPMENT

2.10.1 The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission

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## 2.11 - PAYMENT FOR SERVICE

- 2.11.1 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.11.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.12 - RETURNED CHECK CHARGE

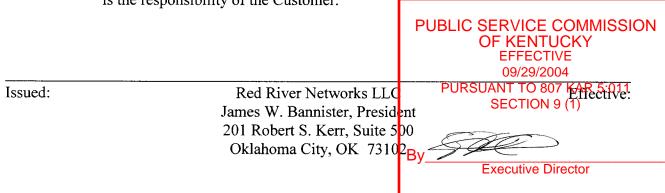
2.12.1 If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$15.00.

#### 2.13 - CANCELLATION OF SERVICE BY CUSTOMER

2.13.1 A Customer may cancel service by providing written or verbal notice to the Company.

#### 2.14 - INTEREXCHANGE INTERCONNECTION FOR RESALE

2.14.1 Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

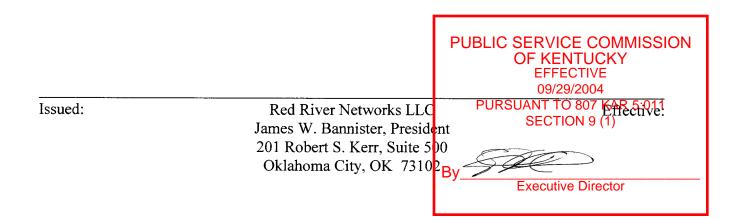


## 2.15 - DENIAL OR TERMINATION OF SERVICE

- 2.15.1 Service may be refused or terminated for any of the following reasons:
  - (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
  - (B) Failure to make a security deposit.
  - (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- 2.15.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

# 2.16 - DISCONNECTION AND NOTICE

- 2.16.1 When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.
- 2.16.2 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.



#### 2.17 - REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

2.17.1 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

Credit = 
$$A \times B$$
  
720

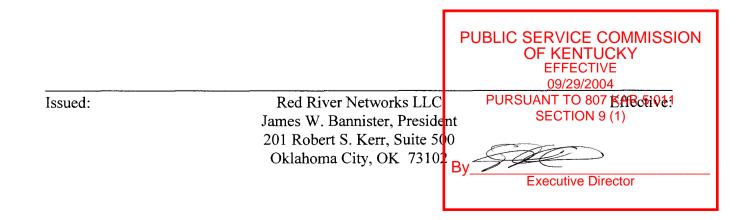
"A" = outage time in hours "B" = total monthly charge for affected facility, where applicable

### 2.18 - INSPECTION, TESTING AND ADJUSTMENT

2.18.1 Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

### 2.19 - CUSTOMER SERVICE

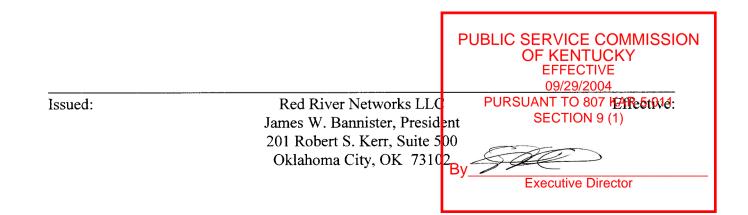
2.19.1 The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.



# SECTION 3 – TERMS AND CONDITIONS

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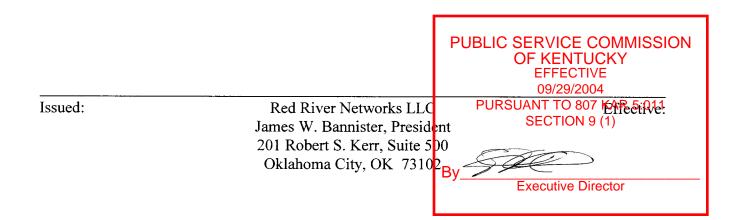


# 3.1 - GENERAL

- 3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.
- 3.1.2 Intrastate services are offered in conjunction with interstate services.

#### 3.2. - TIMING OF CALLS

- 3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:
  - (A) Call timing begins when the called party answers the call (i.e., when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
  - (B) Chargeable time for calls ends when one of the parties disconnects from the call.
  - (C) Minimum call duration periods for billing purposes vary by service option.
  - (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
  - (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.



# 3.3 - CALCULATION OF DISTANCE ("V&H")

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V coordinate of each of the wire centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

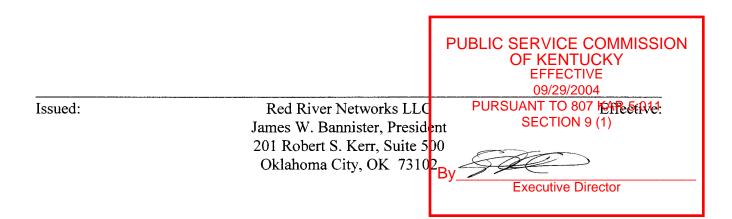
Step 4 - Add the squares of the "V difference and "H" difference obtained in Step 3.

Step 5. - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

Mileage = 
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$



# 3.4 - TIME OF DAY RATE PERIODS

3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUE	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*		DAYTI	ME RATE	PERIOD			
5:00 PM TO 11:00 PM*		EVENI	NG RATE				EVE
11:00 PM TO 8:00 AM*		N	IIGHT/WE	EKEND RA' (Non-Day)	TE PERIO	D	

- \* Up to, but not including
- 3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

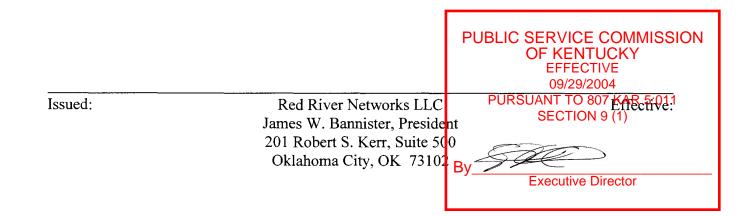
## 3.5 - HOLIDAYS AND RATES

Company recognized holidays include New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 09/29/2004
Issued:	Red River Networks LLC James W. Bannister, Preside 201 Robert S. Kerr, Suite 50 Oklahoma City, OK 73102	nt SECTION 9 (1) 0 By
		Executive Director

### 3.6 - PROMOTIONAL OFFERINGS

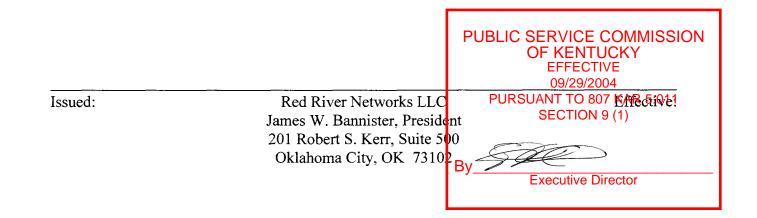
The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made a part of this tariff.



# SECTION 4 - DESCRIPTION OF SERVICES AND RATES AND CHARGES

# **INDEX**

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4.1	Service Offerings	
4.2	Rates	
	Directory Assistance	
4.4	Special Rates	40
	Payphone Use Surcharge	
	Reconnection Charge	
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## 4.1 – SERVICE OFFERINGS

 '4.1.1 <u>"1 Plus" Long Distance Service</u> This service permits Customer to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "10xxxx" followed by "1+ ten digits". The Company provides both retail and wholesale "1Plus" Services. Wholesale services are billed for each "leg" of the call and are routed through the Company's own switch.

### 4.1.2 <u>Travel Cards</u>

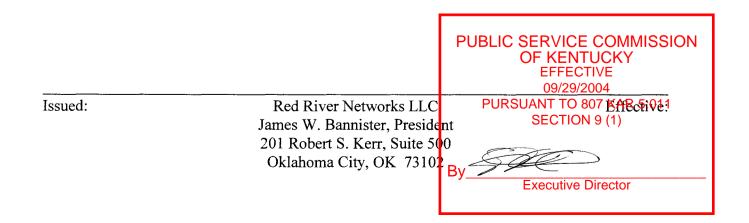
The Customer utilizes an 11digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party. The Company provides both retail and wholesale Travel Cards.

#### 4.1.3 <u>Prepaid "1 Plus" Long Distance Service</u>

The Customer utilizes an 11digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

#### 4.1.4 <u>800 Service (Toll Free)</u>

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.



# 4.1.5 <u>Prepaid Calling Cards</u>

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards are available at a variety of face values. Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Prepaid Calling Card.

All calls must be charged against a Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's Call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of the last recharge, which ever is later. The Company will not refund unused balances.

A credit allowance for Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off noisy circuit, etc.), and the

approximate time that the call was placed.

Red River Networks LLC James W. Bannister, President 201 Robert S. Kerr, Suite 500 Oklahoma City, OK 73102



Issued:

When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

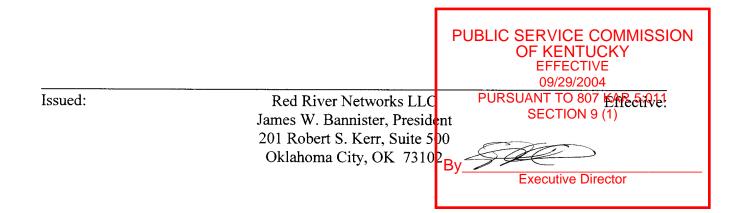
Credit allowances for calls pursuant to the Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

4.1.6 <u>MeetMe Conference Calling</u>

This service permits callers from several diverse locations to be connected together or a conference call by simply dialing a special phone number which automatically connects them into the conference.



# 4.2 - RATES

# 4.2.1 <u>"1 Plus" Long Distance Services</u>

4.2.1.1 Retail "1 Plus"

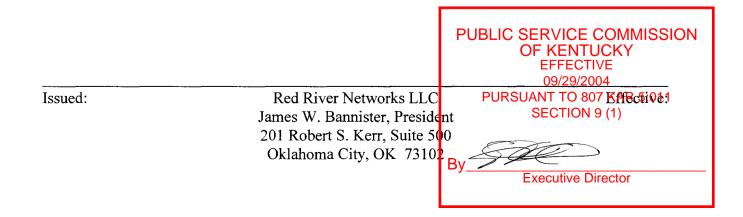
Inbound \$0.059 per minute

Outbound \$0.059 per minute

A \$0.50 per call completion charge applies.

A Directory Assistance charge of \$0.75 applies.

Billed an initial thirty seconds and at six second increments thereafter.



\$0.0421 per minute

\$0.0329 per minute

### 4.2.1.2 Pseudo CIC "1 Plus"

Inbound Tier A	A		
(Origination from an RBOC location)			\$0.0094
Inbound Tier H	}		
(Origination fr	om a dominant carrier loca	ation)	\$0.0476
Inbound Tier (			
(Origination fr	om all other locations)		\$0.0588
Outbound	RBOC	ITC	
to Lata 462	\$0.0125 per minute	\$0.045	1 per minute

\$0.0125 per minute

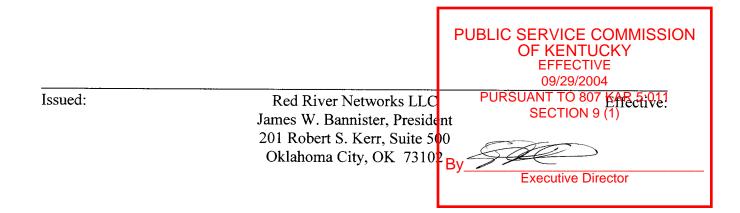
\$0.0125 per minute

A Directory Assistance charge of \$0.43 applies.

Billed in six second increments.

to Lata 464

to Lata 466



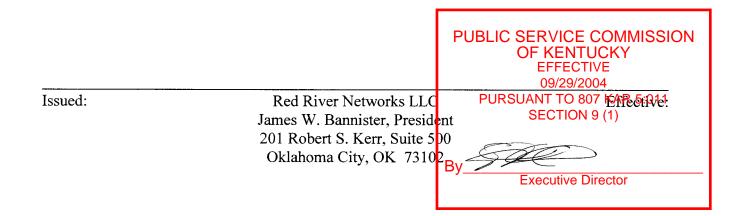
4.2.1.3 Prepaid Pseudo CIC "1 Plus"

Inbound T	ier A		
(Originatio	on from an RBOC location)		\$0.0124
Inbound T	ier B		
(Originatio	on from a dominant carrier loo	cation)	\$0.0506
Inbound T	ier C		
(Originatio	on from all other locations)		\$0.0618
utbound	RBOC	ITC	
Lata 462	\$0.0125 per minute		51 per minut

Outbound	RBOC	ITC
to Lata 462	\$0.0125 per minute	\$0.0451 per minute
to Lata 464	\$0.0125 per minute	\$0.0421 per minute
to Lata 466	\$0.0125 per minute	\$0.0329 per minute

A Directory Assistance charge of \$0.43 applies.

Billed in six second increments.



# 4.2.2 <u>Travel Cards</u>

4.2.2.1 Retail Travel Cards

Inbound \$0.099 per minute

Outbound \$0.099 per minute

A \$0.50 per call completion charge applies.

A Directory Assistance charge of \$0.75 applies.

A \$0.10 per call connection fee applies.

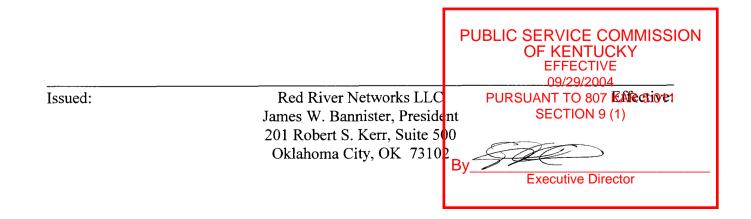
Billed in sixty second increments.

4.2.2.2 Wholesale Travel Cards

Outbound \$0.0725 per minute

A Directory Assistance charge of \$0.43 applies.

Billed in sixty second increments.



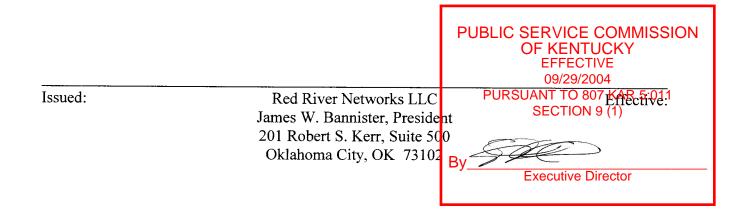
## 4.2.3 <u>Prepaid "1 Plus" Long Distance Service</u>

Inbound	\$0.0575 per minute	
Outbound	RBOC	ITC
to Lata 462	\$0.0125 per minute	\$0.0451 per minute
to Lata 464	\$0.0125 per minute	\$0.0421 per minute
to Lata 466	\$0.0125 per minute	\$0.0329 per minute

A Directory Assistance charge of \$0.43 applies.

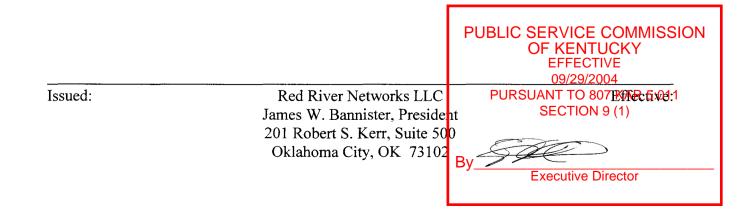
Inbound leg is billed in sixty second increments.

Outbound leg is billed in six second increments.



# 4.2.4 <u>800 Service (Toll Free)</u>

Inbound		
from Lata 462	\$0.0303 per minute	
from Lata 464	\$0.0335 per minute	
from Lata 464	\$0.0399 per minute	
Outbound	RBOC	ITC
to Lata 462	\$0.0125 per minute	\$0.0451 per minute
to Lata 464	\$0.0125 per minute	\$0.0421 per minute
to Lata 466	\$0.0125 per minute	\$0.0329 per minute



# 4.2.5 Prepaid Calling Cards

4.2.5.1 Pennytime Card

\$.01 Per Telecom Unit.

\$.49 Connectivity Fee.

\$.15 Bong Charge after first five minutes and at each three minute interval thereafter.

\$.05 Disconnect Fee.

Billed in one minute increments.

4.2.5.2 Nickeltime Card

\$.049 Per Telecom Unit.

\$.035 Bong Charge after first seven minutes and at each one minute interval thereafter.

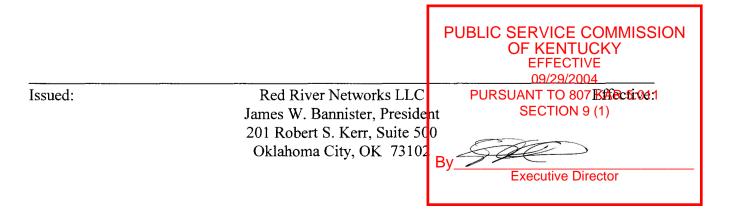
\$.05 Disconnect Fee.

Billed in one minute increments.

4.2.5.3 Amchoice 10 Card

\$.10 Per Telecom Unit.

Billed in one minute increments.



# 4.2.6 <u>MeetMe Conference Calling</u>

#### 4.2.6.1 RCC250 Plan

Conference Call Setup Fee	\$1.99
Rate Per Minute	\$0.25

Billed in sixty second increments.

#### 4.2.6.2 RRC220 Plan

Conference Call Setup Fee	\$2.99
Rate Per Minute	\$0.22

Billed in sixty second increments.

#### 4.2.6.3 RRC200 Plan

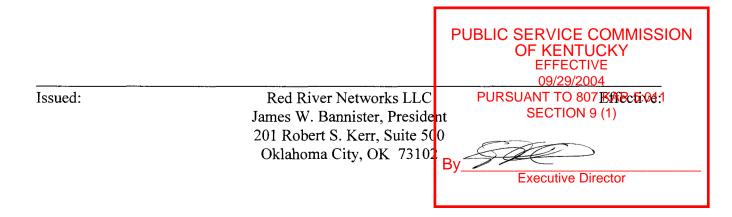
Conference Call Setup Fee	\$3.99
Rate Per Minute	\$0.20

Billed in sixty second increments.

#### 4.2.6.4 RRC180 Plan

Conference Call Setup Fee	\$5.99
Rate Per Minute	\$0.18

Billed in sixty second increments.

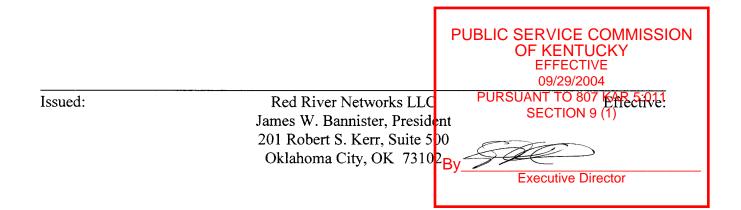


## 4.3 – DIRECTORY ASSISTANCE

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

#### Per Inquiry

Directory Assistance Charge (Unless otherwise indicated) - \$0.95



#### 4.4 – SPECIAL RATES

4.4.1 Discount for Hearing Impaired Customers:

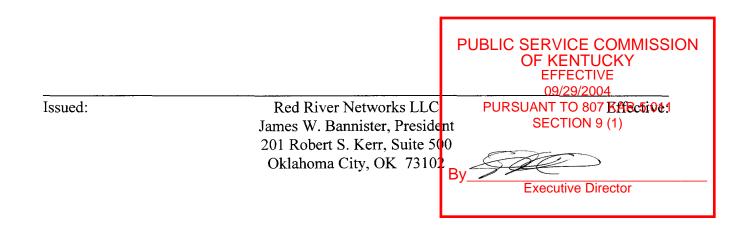
A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

4.4.2 Operator Assistance for Handicapped Persons:

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

4.4.3 Directory Assistance for Handicapped Persons:

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.



#### 4.4.4 Discount for Telecommunications Relay Service Intrastate Toll Calls

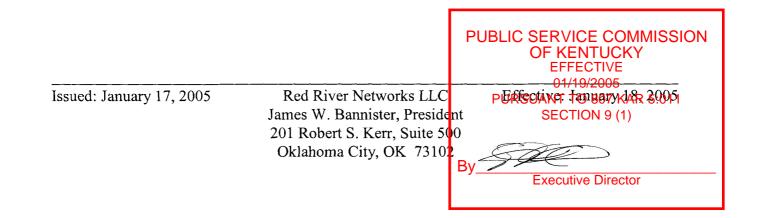
Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

#### 4.4.5 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

#### 4.5 – PAYPHONE USE SURCHARGE

An undiscountable payphone use surcharge of \$.59 shall apply to each coinless call (I) which the Company can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a Company calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Company's service.



#### 4.6 – RECONNECTION CHARGE

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

