

 CROCKER & CROCKER  
ATTORNEYS AT LAW

January 29, 2014

Jeff Deouren  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40601

RECEIVED  
FEB 7 - 2014  
PUBLIC SERVICE  
COMMISSION

RE: VOICENET TELEPHONE, LLC

Dear Mr. Derouen:

We are the attorneys for VOICENET TELEPHONE, LLC (hereinafter "VNT"). The Kentucky Public Service Commission ("Commission") previously authorized "VNT," Utility ID No. 5170700, to provide intrastate telecommunications services. VNT has no customers in Kentucky. VNT no longer intends to retain authority in the State of Kentucky.

Accordingly, we respectfully request that the Commission cancel VNT authority effective immediately.

Enclosed is a duplicate of this letter. Please stamp the duplicate received and return same in the postage-paid envelope attached thereto.

Please forward any additional forms or requirements, correspondence, or questions to the undersigned.

Very truly yours,

CROCKER & CROCKER

  
Patrick D. Crocker

PDC/ach

The Kalamazoo Building 107 West Michigan Avenue, Fourth Floor Kalamazoo, Michigan 49007

T 269 381 8893 F 269 381 4855

TARIFF BRANCH  
RECEIVED  
2/7/2014  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

Interexchange Service

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TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This Tariff applies to the intrastate resale telecommunication services furnished by VoiceNet Telephone, LLC between one or more points in the State of Kentucky. This Tariff is on file with the Public Service Commission of Kentucky and copies may be inspected, during normal business hours, at the Company's principal place of business at 506 South 20<sup>th</sup> Street, Camp Hill, PA 17011, Telephone: (877) 860-3006.

ISSUED: July 12, 2004

EFFECTIVE:

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
08/11/2004  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

ISSUED BY: Cathy Burger-Gray  
VoiceNet Telephone, LLC  
506 South 20<sup>th</sup> Street  
Camp Hill, PA 17011

By   
Executive Director

Interexchange Service

**CHECK SHEET**

All 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 and are currently in effect as of the date on the bottom of this page.


<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original	35	Original
2	Original	19	Original	36	Original
3	Original	20	Original	37	Original
4	Original	21	Original	38	Original
5	Original	22	Original	39	Original
6	Original	23	Original	40	Original
7	Original	24	Original	41	Original
8	Original	25	Original	42	Original
9	Original	26	Original	43	Original
10	Original	27	Original	44	Original
11	Original	28	Original	45	Original
12	Original	29	Original	46	Original
13	Original	30	Original	47	Original
14	Original	31	Original	48	Original
15	Original	32	Original	49	Original
16	Original	33	Original	50	Original
17	Original	34	Original	51	Original

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CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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**TARIFF FORMAT**

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
2.  
2.1  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).1.
- D. Check Sheets – When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheets lists the sheets 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. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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**APPLICABILITY**

This Tariff contains the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Kentucky by VoiceNet Telephone, LLC (“Company”).

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**SYMBOLS**

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

D – Deleted or Discontinued Material

I – Change Resulting In A Rate Increase

M – Moved From Another Tariff Location

N – New Material

R – Changes Resulting In A Rate Reduction

T – Change In Text or Regulation, No Change In Rate or Charge

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Technical Terms**

**Access Line** – An arrangement that connects the Customer’s location to a switching center or point of presence.

**Application for Service** – A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

**Authorized User** – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company’s service.

**Busy Hour** – The two consecutive half hours during which the greatest volume of traffic is handled.

**Cancellation of Order** – A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

**Carrier or Company** – Whenever used in this Tariff, “Carrier” or “Company” refers to VoiceNet Telephone Company, LLC unless otherwise specified or clearly indicated by the context.

**Commission** – The Public Service Commission of Kentucky.

**Completed Calls** – Completed calls are calls answered on the distance end. In the event a Customer is charged for an incomplete call, the Company will issue a credit to the Customer upon request.

**Customer** – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company’s Tariff.

**Customer Provided Equipment** – Terminal equipment provided by a Customer.

**Disconnect** – The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

**Due Date** – The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** – The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**Holidays** – The Company’s recognized holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Interexchange Utility** – A utility, resale carrier, or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

**Local Distribution Area (LDA)** – Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as “local calling area.”

**Local Exchange Services** – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Measured Use Service** – The provision of long distance measured time communications telephone service to Customers who access the carrier’s services at its switching and all processing equipment by means of access facilities obtained from another carrier by the Customer or otherwise provided at its own expense (the Customer is responsible for arranging for the access line).

**Message** – A completed telephone call by a Customer or user.

**Network Terminal** – Any location where carrier provides service herein.

**Normal Business Hours** – 9 a.m. to 5 p.m. EST, Monday through Friday, excluding holidays.

**Premises** – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Resold Local Exchange Service** – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services, or interstate/international services.


**Terminal Equipment** – All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system of the telephone utility.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**1.2 Abbreviations**

**IXC** – Interexchange Carrier

**ILEC** – Incumbent Local Exchange Carrier.

**LATA** – Local Access Transport Area

**LDA** – Local Distribution Area

**LEC** – Local Exchange Carrier

**MTS** – Message Toll Service

**PBX** – Private Branch Exchange

**V&H** – Vertical and Horizontal

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Interexchange Service

**SECTION II - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

2.1 Description and Limitations of Services

2.1.1 Intrastate Telecommunications Service (“Service”) is the furnishing of Company communication services contained herein between specified locations under the terms of this Tariff.

2.1.2 Company, when acting at the Customer’s request and as its authorized agent, will make reasonable efforts to arrange for service requirements, such a special routing, diversity, alternate access, or circuit conditioning.

2.1.3 Service, if offered in equal access exchanges, is subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide service to or from any location where the necessary facilities and/or equipment are not available.

2.1.4 Service may be discontinued after ten (10) business days written notice to the Customer if:

2.1.4.A the Customer is using the Service in violation of this Tariff; or

2.1.4.B the Customer is using the Service in violation of the law or Commission regulation.

2.1.5 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty days.

2.1.6 Service will be provided until cancelled by the Customer upon written notice.


2.1.7 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

2.1.8 The Company reserves the right to discontinue furnishing services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects services to the calling party, the Customer, or other Customers of the Company.

2.1.9 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change that party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service Order, notice shall be given to the last known business address of Customer or as appropriate.

**2.2 Other Terms and Conditions**

2.2.1 The name(s) of the Customer(s) desiring to use the service must be stipulated in the Service Order.

2.2.2 The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.


2.2.3 Customer agrees to return to the Company all Company provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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## Interexchange Service

**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.2.4 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5 In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 2.2.6 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7 The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge, or other recurring charge or Nonrecurring Charge for both intrastate or interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8 Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.2.10 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 notice of termination by either Company or Customer as of a date not less than 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.
- 2.2.11 This Tariff shall be interpreted and governed by the laws of the state of Kentucky.
- 2.2.12 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.13 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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**SECTION II - RULES AND REGULATIONS (CONT'D)****2.3 Use of Service**

- 2.3.1 Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited. There are no restrictions on sharing or resale of services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.4. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the facilities of the Company or others.
- 2.3.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling for credit cards is prohibited.
- 2.3.3 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.3.4 Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.3.5 Carrier's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.3.6 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.3.6.A One Joint User or Authorized User must be designated as the Customer.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

2.3.6.B All charges for the service will be computed as if the service were to be billed to one Customer. The Joint User or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each Joint User or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Services

2.3.7 In addition to the other provisions in this Tariff, Customers reselling Company services shall be responsible for all interaction and interface with their own subscribers or Customers. The provision of the service will not create a partnership or joint venture between Company and Customer nor result in a joint communications service offering to the Customers of either Company or the Customer.

2.3.8 The Customer will be billed directly by the LEC for certain dedicated access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer local access charges.

**2.4 Liabilities of the Company**

2.4.1 Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer or any other person, firm, or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.4.2 With respect to the services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportional monthly recurring charges for the period during which service was affected.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the service, facilities, and equipment.
- 2.4.4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall comply with applicable LEC signal power limitations.
- 2.4.5 The Company may rely on local exchange carriers or other third parties for the performance of other services such as local access. Upon Customer request, execution, and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other services. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of Customer provided facilities and equipment.
- 2.4.6 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.


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By  \_\_\_\_\_  
Executive Director

Interexchange Service

**SECTION II - RULES AND REGULATIONS (CONT'D)**

2.4.7 The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its Customers, affiliates, agents, representatives, invitees, licensees, successors, or assigns or which arise from or are caused by the use of the facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees, or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including cost of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER, OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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## Interexchange Service

**SECTION II - RULES AND REGULATIONS (CONT'D)**

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

**2.5 Cancellation of Service by a Customer**

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

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

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

**2.6 Cancellation for Cause by the Company**

2.6.1 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of service under this Tariff, the Company may, upon ten (10) business days written notification to the Customer discontinue the furnishing of such service. Service will not be discontinued on any Friday, Saturday, Sunday, or legal holiday. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have cancelled service as of the date of disconnection and shall be liable for any cancellation charges set forth in this Tariff. Service will not be terminated before twenty (20) days after the mailing date of the original unpaid bill.

2.6.2 Without incurring any liability, the Company may discontinue service to a Customer without notice under the following conditions:

2.6.2.A in the event of tampering with the Company's equipment;

2.6.2.B in the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company;

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.6.2.C in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others; or
  - 2.6.2.D for illegal use or theft of service.
  - 2.6.2.E Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the End User/Customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll free number where an End User/Customer can obtain additional information. Notice shall be deemed given upon receipt, postage paid, in the U.S. Mail to the End User's/Customer's last known address and in compliance with the Commission's rules.
- 2.6.3 The Company may discontinue service to a Customer under the following conditions after giving Customer ten (10) business days' written notice:
- 2.6.3.A for failure of the Customer to pay a bill for service when due;
  - 2.6.3.B for failure of the Customer to make proper application for service;
  - 2.6.3.C for Customer's violation of any of the Company's rules on file with the Commission;

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.6.3.D for failure of the Customer to provide the company reasonable access to its equipment and property;
- 2.6.3.E for Customer's breach of the contract for service between the Company and the Customer;
- 2.6.3.F for the failure of the Customer to furnish such service, equipment, and/or rights of way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service;
- 2.6.3.G when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction; or
- 2.6.3.H upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.6.3.I Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the company's business offices are not open to the public, except when an emergency exists.
- 2.6.4 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.7 Establishing Credit**

2.7.1 The Company, in order to assure the payment of its charges for service, may require Applicants and Customers to establish and maintain credit.

2.7.2 Applicants for Service

2.7.2.A The Company may refuse to furnish service to an Applicant that has not established credit or has not paid charges for service previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

2.7.2.B Applicants may establish credit in one of the following ways:

2.7.2.B.1 Responding in a manner satisfactory to the Company to a set of standard questions. The Applicant may be required to provide proof in support of these responses.

2.7.2.B.2 Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

2.7.3 Customers

2.7.3.A A Customer may be required to reestablish credit by the payment when any of the following conditions occur:

2.7.3.A.1 During the first twelve months that the Customer receives service, the Customer pays late four times or has service disconnected by the Company for nonpayment two times.

2.7.3.A.2 After the first twelve months that the Customer has received service, the Customer has had service disconnected twice by the Company within a twelve-month period or the Company provides evidence that the Customer used a device or scheme to obtain service without payment.

2.7.3.A.3 After the first twelve months that a business Customer has received service, the business Customer pays late at least six times during any twelve-month period.

2.7.3.B Payment by the Customer of delinquent bills may not of itself relieve the Customer from the obligation of establishing credit. A Customer may be required to 2.7.2.B (1) or (2) preceding.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.8 Deposits**

The Company does not require a deposit for its services.

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**SECTION II - RULES AND REGULATIONS (CONT'D)****2.9 Payment Arrangements**

- 2.9.1 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.
- 2.9.2 The Company's bills are due upon receipt. Amounts not paid within thirty (30) days from the bill date of the invoice will be considered past due. In accordance with KAR 5.006 Section 8 (3)(h), Customers failing to pay a bill for services by the due date will be charged a one-time late payment penalty on the amount owed for such services. Any payment received by the Customer will first be applied to the bill for services rendered. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.9.3 In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the credit reports relating to the purchase of utility service.
- 2.9.4 Disputes with respect to charges must be presented to the Company in writing, by phone, or in person within thirty (30) days from the date the invoice is rendered or such invoice is deemed to be correct and binding on the Customer.
- 2.9.5 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.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.9.6 In the event a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharged with interest from the date of overpayment by the Customer.
- 2.9.7 In the event the Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.9.8 The Company will not require deposits or advance payments by Customers for services.
- 2.9.9 The Company will prominently display its name on all bills for service.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.10 Deferred Payment Agreement**

- 2.10.1 Customers who are indebted to the Company for past due utility service shall have the right to negotiate partial payments plans. The Company will negotiate in good faith and will not place restrictions by requiring certain percentage of payment up front.
- 2.10.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the Customer's or Applicant's ability to pay and payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the Customer's or Applicant's service.
- 2.10.3 The Company will allow the Customer or Applicant a minimum of four months and a maximum of twelve months in which to complete payment pursuant to the Agreement.
- 2.10.4 A Deferred Payment Agreement will be in writing, with a copy provided to the Applicant or Customer, and will explain that the Customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

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**SECTION II - RULES AND REGULATIONS (CONT'D)****2.11 Tax and Fee Adjustments**

- 2.11.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.11.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee, or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees, or charges shall be billed to the End Users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee, or charge amount to End Users uniformly on the basis of each End User's monthly charges for the types of services made subject to such tax, fee, or charge.
- 2.11.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee, or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees, or charges shall be billed to the End Users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee, or charge amount to End Users uniformly on the basis of each End User's monthly charges for the types of services made subject to such tax, fee, or charge.
- 2.11.4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate and intrastate telecommunications service provided to and billed to an End User/Customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax and fee imposed upon or passed on to the Company.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

2.11.5 When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practical, be billed prorata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

2.11.6 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover the amount it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

**2.12 Late Payment Charge**

2.12.1 The Company will assess a late payment charge of 1.5% of any amounts owed to the Company beyond the due date for such payment.

**2.13 Directory Listings**

2.13.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.


2.13.2 The Company is not liable for any errors or omissions in directory listings.

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## Interexchange Service

**SECTION II - RULES AND REGULATIONS (CONT'D)****2.14 Interconnection**

2.14.1 Services 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 of Carrier and other participating carriers shall be provided at the Customer's expense.

2.14.2 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer provided terminal equipment or communications systems with Carrier's. The Customer shall secure all licenses, permits, right of ways, and other arrangements necessary for such interconnection.

**2.15 Inspection**

2.15.1 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.

**2.16 Interruption of Service**

2.16.1 Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this Tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, and/or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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**SECTION II - RULES AND REGULATIONS (CONT'D)****2.17 Credit Allowance**

- 2.17.1 Credit allowance for the interruption of Service is subject to the general liability provision set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, and/or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.17.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.17.3 Credit for an interruption shall commence after Customer notifies Company of the interruption and shall cease when services have been restored.
- 2.17.4 Credits are applicable only to that portion of Service interrupted.
- 2.17.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.17.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.17.7 The Customer shall be credited for an interruption of two hours or more at a rate of  $1/720^{\text{th}}$  of the monthly recurring 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 Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.18 Limitations on Credit for Interruption Allowance**

2.18.1 Credits do not apply if the violations of a service quality standard:

2.18.1.A occurs as a result of a negligent or willful act on the part of the Customer;

2.18.1.B occurs as a result of a malfunction of the Customer-owned telephone equipment or inside wiring;

2.18.1.C occurs as a result of, or is extended by, an emergency situation. An emergency situation is defined as:

2.18.1.C.1 a declaration made by the applicable state or federal governmental agency that the area served by the Company is either a state or federal disaster area;

2.18.1.C.2 an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage; or

2.18.1.C.3 a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

2.18.2 An emergency situation shall not include:

2.18.2.A a single event caused by high temperature conditions alone;

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

- 2.18.2.B a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company;
- 2.18.2.C a single event that the Company could have reasonably foreseen and taken precaution to prevent; provide, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive;
- 2.18.2. D is extended by the Company's inability to gain access to the Customer's premises due to the Customer missing an appointment, provided that the violation is not further extended by the Company;
- 2.18.2. E occurs as a result of a Customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
- 2.18.2.F occurs as a result of a lack of facilities where a Customer requests service in a geographically remote location, a Customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the Customer's request for service, subject to a Company's obligation.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.19 Cost of Collection and Repair**

2.19.1 The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery cost of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.20 Dishonored Check Charge**

2.20.1 Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this Tariff.

2.20.2 If the Customer remits to the Carrier on more than one occasion during a 12-month period a check, draft, or other instrument that is dishonored the Carrier may refuse acceptance of further checks and place the Customer on a "cash" basis. Under a "cash" basis the company may require the Customer to pay by money order, certified check, or cash.

**2.21 Service Restoral Charge**

2.21.1 The Company will charge a service restoral fee as set forth in this Tariff. This fee will be automatically waived for the Customer's first service restoral each calendar year.

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**SECTION II - RULES AND REGULATIONS (CONT'D)**

**2.22 Customer Complaints**

2.22.1 Customers may complain to the Company by telephone at 1-877-860-3006, in person, or in writing at:

Customer Service Department  
506 South 20<sup>th</sup> Street  
Camp Hill, PA 17011

2.22.2 The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. The Company shall direct its personnel engaged in personal contact with the Applicant, Customer, or End User seeking dispute resolution to inform the Customer of their right to have their problem considered and acted upon by supervisory personnel of the Company where any dispute cannot be resolved. Records shall be maintained for two (2) years from the date of resolution of the complaint. The Company shall further direct such supervisory personnel to inform such Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Customer Service Division of the Public Service Commission of Kentucky:

Public Service Commission of Kentucky  
P.O. Box 615  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615  
Telephone: 1-800-772-4636

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**SECTION II – RULES AND REGULATIONS (CONT'D)**

**2.23 Method for Calculation of Airline Mileage**

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

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

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

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

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

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

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**SECTION III - DESCRIPTION OF SERVICES**

**3.1 General Description of Service**

- 3.1.1 VoiceNet Telephone, LLC resells facilities-based interexchange (IXC) carrier services including, but not limited to, access, switching, transport, termination and other services for the direct transmission and reception of voice, data, and other types of communications.
- 3.1.2 The Customer's monthly charge for services is based upon the total time the Customer actually uses the service.
- 3.1.3 VoiceNet Telephone, LLC's billable services are offered to Customers on a monthly basis.
- 3.1.4 VoiceNet Telephone, LLC's billable services are offered to Customers twenty-four hours a day, seven days a week.
- 3.1.5 All billable service shall remain in effect for a minimum of thirty days.
- 3.1.6 Customers may use accounting codes to identify the Customers or User Groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

**3.2 Service Options**

- 3.2.1 Switched Inbound Service: Switched inbound service permits inward calling (via 800/877 toll free codes) to a specific location utilizing premium switched and Feature Group D access on both ends.
- 3.2.2 Switched Outbound Service: Switched outbound services permits outward calling utilizing premium switched Feature Group D and/or 800/877 toll free type access on both ends.

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**SECTION III - DESCRIPTION OF SERVICES (CONT'D)**

- 3.2.3 **Dedicated Inbound Service:** Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring, and Usage charges set forth hereinafter.
- 3.2.4 **Dedicated Outbound Service:** Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring, and Usages charges set forth hereinafter.
- 3.2.5 **Calling Card Service:** The Company's Calling Card Service permits Customers to place long-distance calls utilizing Company issued Calling Cards for billing purposes.
- 3.2.6 **Directory Assistance:** The Company will provide requesting Customers with listed telephone numbers at a per call charge.
- 3.2.7 **Operator Service:** Operator Assisted Services are provided by and billed by the Company's underlying carrier.

**3.3 Service Area**

- 3.3.1 The service area of Carrier includes all points in Kentucky, including all major metropolitan areas.

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## Interexchange Service

**SECTION III - DESCRIPTION OF SERVICES (CONT'D)****3.4 Minimum Call Completion Rate**

3.4.1 Customers can expect a call completion rate of 97% during peak use periods for all Feature Group D Equal Access 1+ services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

**3.5 Timing of Calls**

3.5.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.5.2 Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

**3.6 Special Promotional Offering**

3.6.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or locations designed to attract new Subscribers or increase Subscriber usage when approved by the Commission. All promotions will be filed with the Commission. Company will not have Special Promotional Offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

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**SECTION III - DESCRIPTION OF SERVICES (CONT'D)**

**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 the Company.

**3.8 Special Services**

3.8.1 For the purposes of this Tariff, a Special Service is deemed to be any service requested by the Customer for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis and submitted to the Commission for prior approval.

3.8.2 Special Service charges will be based on the cost of furnishing such services including the cost of operating and maintaining such services, the cost of equipment, and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any specific item associated with the particular Special Service request.

**3.9 Start of Billing**

3.9.1 The start of service date is the first day which service is actually provided to the Customer. The end of service date is the last day or any portion thereof that service is provided to Customer.

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**SECTION IV - RATES**

**4.1 Usage Rates**

- 4.1.1 The following are the per minute usage charges which apply to all calls. These charges are in addition to the Nonrecurring Charges and Recurring Charges referred to herein.

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**SECTION IV – RATES (Cont'd)**

**4.2 Switched Outbound Usage Rates**

**EZ ONE PLUS PLAN**

Customers subscribing to EZ One Plus Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.02691	0.00897

**ENDTOEND DISCOUNT PLAN**

Customers subscribing to EndtoEnd Discount Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.03768	0.01256

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**SECTION IV – RATES (Cont'd)**

**4.3 Switched Inbound Usage Rates**

**800 EXECUTIVE PLAN**

Customers subscribing to 800 Executive Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.03105	0.01035

**800 MEMBER PLAN**

Customers subscribing to 800 Member Plan incur a \$3.95 monthly billing charge should monthly usage charges fail to exceed \$50.00. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.03312	0.01104

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**Section IV – Rates (CONT'D)**

**4.4 Dedicated T-1 Access Outbound**

**800 PARTNER DEDICATED SERVICE PLAN**

Customers subscribing to 800 Partner Dedicated Service Plan incur a recurring fee of \$50.00 per month. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.01449	0.00483

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**SECTION IV – RATES (Cont'd)**

**4.5 Dedicated T-1 Access Inbound**

**ON—NET 800 CORPORATE SERVICE PLAN**

Customers subscribing to On—Net 800 Corporate Service Plan incur a recurring fee of \$50.00 per month. There is a recurring fee of \$5.00 per 800 number.

Mileage	Initial 18 Seconds	Additional 6 seconds
ALL	0.01656	0.00552

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**SECTION IV – RATES (Cont'd)**

**4.6 Package Savings Plans**

4.6.1 Below Customers are purchasing bulk minute minimum programs under an outbound switched access service. This allows deeper discount structures and reduced surcharge options by plan.

**BASIC BUNDLED MINUTES PLAN**

Customers subscribing to the Basic Bundled Minutes Plan incur a \$3.95 per month service charge, in addition to the \$9.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 144 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 144 Minutes
\$3.95	\$9.95	144	0.069

**“MORE MINUTES” GREAT PLAN**

Customers subscribing to “More Minutes” Great Plan incur a \$3.95 per month service charge, in addition to the \$12.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 188 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 188 Minutes
\$3.95	\$12.95	188	0.069

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**SECTION IV – RATES (Cont'd)****“MORE MINUTES” BEST PLAN**

Customers subscribing to “More Minutes” Best Plan incur a \$3.95 per month service charge, in addition to the \$13.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 202 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 202 Minutes
\$3.95	\$13.95	202	0.069

**PREMIUM MINUTES PLAN**

Customers subscribing to Premium Minutes Plan incur a \$3.95 per month service charge, in addition to the \$14.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 217 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 217 Minutes
\$3.95	\$14.95	217	0.069

**PREMIUM PLUS MINUTES PLAN**

Customers subscribing to Premium Minutes Plan incur a \$3.95 per month service charge, in addition to the \$18.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 275 minutes per month. LEC billing offered.

Monthly Service Charge	Monthly Calling Plan Fee	Total Packaged Minutes	Per Minute Usage Charge After 275 Minutes
\$3.95	\$18.95	275	0.069

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**SECTION IV – RATES (Cont'd)****4.7 Recurring Charges**

4.7.1 Customers will incur the following monthly recurring charges when using switched and dedicated access.

	Switched Access	Dedicated Access
Per 800/888 Number	\$5.00	\$5.00
Monthly Recurring Fee	\$3.95	\$50.00

**4.8 Nonrecurring Charges**

4.8.1 Customers will incur the following nonrecurring charges when using switched and dedicated access.

	Switched Access	Dedicated Access
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$100.00	\$100.00
Authorization code change/add/delete	\$10.00	\$10.00
Set Up and Installation Charge	N/C	\$400.00

**4.9 Pay Phone Use Service Charge**

4.9.1 A Pay Phone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance, and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.35.

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**SECTION IV – RATES (Cont'd)**

**4.10 Returned Check Charge**

4.10.1 \$15.00 per check.

**4.11 Late Payment Charge**

4.11.1 Customers will be charged 1.5% of any amounts owed to the Company beyond the due date for such payment. A late payment penalty may be assessed only once on any bill for rendered services. A penalty cannot be charged on an unpaid penalty.

**4.12 Service Restoral Fee**

4.12.1 \$15.00 per service restoral.

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USBI.

KY

SCHROEDER WOODWORKING

Account Number: 502 845- 233 0488

Bill Period Date: Jan 4, 2002

For USBI Billing Questions, Call 1 888 474-8724

Detailed Statement of Regulated Charges

Miscellaneous Charges and Credits

Amount

Service Provider -

Date

1. 12/14 1-Plus Long Distance Monthly Fee .....	4.95
2. 12/14 Presubscribed Carrier Charge- Multiline Business .....	4.29
Total Miscellaneous Charges and Credits .....	9.24

Taxes

Amount

Taxes on Regulated Services

3. Federal Tax .....	.28
4. State Tax .....	.55
Total Taxes on Regulated Services .....	.83

Total USBI Current Regulated Charges 10.07

This portion of your bill is provided as a service to USBI.

AT AD02596

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