

Phone Calls, Inc.

Phone Calls, Inc.

of

Washington, D.C.

Rates, Rules and Regulations for Furnishing

Telephone Service

throughout the State of Kentucky

Filed with the Public Service Commission
of Kentucky

ISSUED: July 31, 1995

EFFECTIVE: August 1, 1995

Issued by:
Phone Calls, Inc.

By: Daniel S. Fletcher
President

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

MAR 15 1996

**PURSUANT TO 807 KAR 5.011,
SECTION 9(1)**

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

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CHECK SHEET

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

<u>SHEET</u>	<u>NUMBER OF REVISION (except as indicated)</u>	<u>EFFECTIVE DATE</u>
1	Original	August 1, 1995
2	Original	August 1, 1995
3	Original	August 1, 1995
4	Original	August 1, 1995
5	Original	August 1, 1995
6	Original	August 1, 1995
7	Original	August 1, 1995
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EXPLANATION OF SYMBOLS

SYMBOLS

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

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

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DEFINITIONS

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

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

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

Carrier - Phone Calls, Inc., unless the context indicates otherwise.

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

Customer-Provided Equipment - Terminal equipment, as defined herein, provided by Customer.

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

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

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

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

KY-PSC - Kentucky Public Service Commission ("Commission").

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

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

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

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

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

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RULES AND REGULATIONS
I. APPLICATION OF TARIFF

This schedule of rates, rules and regulations governs the furnishing of long distance intrastate telecommunications service by Phone Calls, Inc., hereinafter referred to as PCI or Carrier, and applies to all services received from Carrier. No employee or individual director of Carrier is permitted to make exception to these rates, rules or regulations. All rules and regulations are to be in effect so long as they are not in conflict with KY-PSC rules and regulations. Carrier is further subject to all rules and regulations of the Commission, even if they are not contained herein.

II. REVISIONS

These rules and regulations may be revised, amended, supplemented or otherwise changed from time to time subject to approval of the KY-PSC and shall have the same force as the present rules and regulations.

III. SERVICE AREA

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

IV. LIMITATIONS OF SERVICE

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

V. INTERCONNECTION WITH OTHER COMMON CARRIERS

1. Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.
2. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her Customer-provided terminal equipment of communications

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systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnections.

VI. AVAILABILITY OF SERVICES

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

VII. USE OF SERVICE

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

VIII. UNDERTAKING OF CARRIER

- 1. Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice and other types of telecommunications.

IX. LIABILITY OF CARRIER

- 1. The liability of Carrier for any claim or loss, expense or damage (including indirect, special or consequential damages), interruption, delay, error, omission or defect in any service, facility or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to Customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days.
- 2. Carrier shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damages), interruption, delay, error, omission or other defect in service, facility or transmission provided under this Tariff if caused by any person or entity other than Carrier, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, act of government or by any other cause beyond Carrier's direct control.

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3. Carrier shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense or damage, including indirect, special or consequential damage for:
- (1) defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right or any other injury to any person, property or entity arising from the material, data, information or content revealed to, transmitted, processed, handled or used by Carrier under this Tariff;
 - (2) connecting, combining or adapting Carrier's facilities with Customer's apparatus or systems;
 - (3) any act of omission by Customer; or
 - (4) any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by Carrier if not caused by gross negligence of Carrier.
4. No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.
5. CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

X. ASSIGNMENT OR TRANSFER

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

XI. CREDIT ALLOWANCE FOR INTERRUPTION OF SERVICE

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

XII. RESPONSIBILITIES OF CUSTOMER

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1. Customer assumes general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:
 - A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all applicable rules and regulations governing the service. Customer is also responsible for assuring that its users comply with applicable rules and regulations.
 - B. When placing an order for service, Customer must provide:
 - (1) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - (2) the name(s), telephone number(s) and address(es) of Customer-contact person(s).
 - C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - (1) the negligence or willful act of Customer or user;
 - (2) improper use of service; or
 - (3) any use of equipment or service provided by others.

2. Credit Allowances

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

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

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- (2) interruptions of service for implementation of a Customer order for a change in the service.

3. Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's Proposal for Service or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

XIII. PAYMENT AND CREDIT REGULATIONS

1. Payment for Service

- A. Charges for service are applied on recurring and nonrecurring basis. Service is billed on a monthly basis. Carrier's bills are rendered by Customer's local exchange carrier, and are thus in the same format as the bill rendered by Customer's local exchange carrier. Carrier will include Carrier's name, list of charges and telephone numbers to call for billing inquiries. Service continues to be provided until canceled by Customer or by Carrier, in accordance with provisions of this Tariff. Customer's bill will be in the same format as the bill rendered by Customer's local exchange carrier and will include Carrier's name, list of charges and telephone number to call for billing inquiries.
- B. Payment is due upon receipt of the billing statement. A nonrecurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law) will accrue upon any unpaid amount commencing 30 days after rendition of the bill. Further, late payment charges will be assessed in accordance with 807 KAR 5:006, Section 8(3)(h).

2. Responsibility for Payment

Customer is responsible for payment of all charges for service furnished to Customer, including, but not limited to all calls originated at Customer's number(s), received at Customer's number(s), billed to Customer's number(s) via third-party billing, incurred at the specific request of Customer or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. Charges based on

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actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

3. Bad Check Charge

If payment for service is made by a check, draft or similar instrument that is returned unpaid by a bank or another financial institution to Carrier for any reason, Carrier will bill Customer a one-time charge of \$20.00.

4. Disputed Charges

If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated. Any disputed charge will be evaluated in accordance with KAR 5:006, Section 9.

5. Application of Charges

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

6. Maintenance, Testing and Adjustment

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

XIV. CANCELLATION OR INTERRUPTION OF SERVICES

1. Without incurring liability, Carrier may discontinue service(s) to Customer or to a particular Customer location, in compliance with 807 KAR 5:006, Section 14, governing Refusal and Termination of Service. Service may be discontinued upon a written notice, administered in accordance with 807 KAR 5:006, Section 13(5), for the following reasons:

- A. Upon five days written notice, for nonpayment of any sum due to Carrier for more than 30 days after issuance of the bill for the amount due;
- B. Upon ten days written notice, for violation of any of the provisions of this Tariff;
- C. Upon ten days written notice, for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's service(s);
- D. Without notice, if a dangerous condition is found to exist on Customer's premises relating to Carrier's service, which could subject any person to imminent harm or result in substantial damage to the property of Carrier or others. Carrier shall notify Customer

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immediately of such termination or refusal and shall inform Customer of the corrective action to be taken by Customer or Carrier, before the service can be restored or provided;

- E. Upon ten days written notice, for Customer's refusal of access by Carrier to Customer's premises for any maintenance, testing or adjustment to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities;
- F. Carrier may discontinue service to Customer who is indebted to Carrier for service furnished or other tariffed charges until that Customer has paid his indebtedness; or
- G. Upon 10 days written notice, service(s) may be discontinued by Carrier, by blocking traffic to certain geographical areas or by blocking calls using certain Customer Authorization Codes, when Carrier deems it necessary to take action to prevent unlawful use of its service(s). Carrier may restore service(s) as soon as it can be provided without undue risk.

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

XV. DEPOSITS

Carrier does not require or accept deposits from Customers.

XVI. TAXES

- 1. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in conjunction with service used.
- 2. All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

XVII. RESPONSIBILITY OF CARRIER

1. Calculation of Credit Allowance

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

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

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

XVIII. RATE REGULATIONS

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

1. Rate Determination

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

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

2. Determination of Distance Measurement

The distance between Customer's end office and destination point is calculated by using the "V" and "H" coordinates of AT&T FCC Tariff No. 9 in the following manner:

- A. Obtain the V and H coordinates for Customer's end office and the destination point.
- B. Obtain the difference between the V coordinates of each of the areas. Obtain the difference between the H coordinates.
- C. Square the V difference and the H difference obtained in Step B.
- D. Add the squares of the V difference and H difference obtained in Step C.
- E. Divide the sum of squares obtained in Step D by ten (10). Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number obtained in Step E. Round to the next higher whole number if any fraction is obtained. This is the distance between the areas.

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RATES
I. Direct Dialed Calls

Rate per minute:

First Minute \$ 0.316

Each Add'l Minute \$ 0.216

II. Calling Card Calls

Rate per minute:

	DAY	EVENING	NIGHT
Initial Minute	\$ 1.10	\$ 1.05	\$ 1.00
Each Add'l Minute	\$ 0.35	\$ 0.30	\$ 0.25

III. Bad Check Charge

\$20.00

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