

Cline, Jeff D (PSC)

From: Floyd Jasinski
Sent: Tuesday, July 18, 2017 12:36 PM
To: PSC - Reports
Cc: Lance Casey; Scott Kitchen; Steve Rheams; Anita Yokiel
Subject: Withdrawal Request - Enventis Interexchange Services Tariff

To the Division of General Administration Filing Branch:

Consolidated Communications Enterprise Services, Inc. (“CCES”) hereby requests the withdrawal of P.S.C. KY Tariff No. 1, Interexchange Services, filed under our previous name, Enventis Telecom, Inc. CCES maintains an active Kentucky Tariff No. 1, Interexchange Services, with the Kentucky Public Service Commission, filed under the name, Consolidated Communications Enterprise Services, Inc. This withdrawal represents an administrative clean-up and has no impact on service. Further, please void the KPSC assessment to Enventis Telecom, Inc. for the coming year (7/1/17-6/30/18).

Please contact me if you should have any questions or require additional information.

Thank you,

FLOYD J. JASINSKI | Sr. Regulatory Relations Specialist

consolidated.com | NASDAQ: CNSL



INTEREXCHANGE SERVICE

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Enventis Telecom, Inc., with principal offices at 221 East Hickory Street, Mankato MN 56001. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

Issued By: William VanderSluis
Director of Regulatory
221 East Hickory St
Mankato MN 56001



INTEREXCHANGE SERVICE

CHECK SHEET

The sheets listed below, which are inclusive 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 of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

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INTEREXCHANGE SERVICE

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TARIFF BRANCH
RECEIVED
 EFFECTIVE:
 12/7/2009
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

INTEREXCHANGE SERVICE

SYMBOLS SHEET

- D - Delete Or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change in Text Or Regulation But No Change In Rate Or Charge

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INTEREXCHANGE SERVICE

TARIFF FORMAT SHEETS

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 4th revised Sheet 14 cancels the 3rd 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. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine 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.
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 updated check sheet accompanies the tariff filing. The check sheet 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 this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). 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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INTEREXCHANGE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Carrier or Company - Enventis Telecom, Inc.

Commission - Refers to the Kentucky Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Complaint or Dispute - Any oral or written report from a Subscriber or user of telephone service relating to a physical defect, difficulty or dissatisfaction with the operation of telephone facilities, errors in billing or the quality of service rendered.

Customer or Subscriber - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Holidays - The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering or other similar communications.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company's services and facilities are furnished for communications originating at specified points within the state of Kentucky under the terms of this tariff.
- 2.1.2 The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities leased by the Company in the locations to be served, and on the Company's ability to obtain, retain and maintain suitable rights and facilities without unreasonable expense, as determined by the Company. Where service is provisioned using facilities of another provider, the service is also subject to the terms and conditions of the other provider. Except as otherwise provided in a written agreement between Company and customer, customer shall be solely responsible to establish necessary connections between the customer's location and the Company's facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service. The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.4 Unless otherwise specifically prescribed by the Commission, the terms and conditions of a written agreement between the Company and customer shall be deemed to control in the event of any inconsistency between such agreement and this Tariff.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Prior written permission from the Company 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.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued

2.3 Liabilities of the Company

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall not be liable for any claims for loss or damages involving:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) Claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus, systems and their associated wiring of the customer.
- (C) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.
- (D) Any delay or failure of performance or equipment due to causes beyond Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof.
- (E) Any unlawful or unauthorized use of Company's facilities and services.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued

2.3 Liabilities of the Company

2.3.2 continued

- (F) Breach in the privacy or security of communications transmitted over Company's facilities.
- (G) Any noncompletion of calls due to network busy conditions
- (H) Any calls not actually attempted to be completed during any period that service is unavailable.

2.3.3 IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OWNERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE CUSTOMER OR TO ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS, FOR ANY DEFECT, FAILURE OMISSION OR INTERRUPTION IN SERVICE OR FACILITIES PROVIDED OR INTENDED TO BE PROVIDED BY THE COMPANY HEREUNDER.

2.3.4 The liability of Company for errors in charges that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously charged or to a refund of the amount erroneously charged.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in section 2.3. It shall be the customer's obligation to notify the Company immediately of any service interruption 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 by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued

2.5 Disconnection of Service by Carrier

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued

2.9 Customer Billing

- 2.9.1 Regular bills will be issued once each month. For billing purposes each month is presumed to have thirty days.
- 2.9.2. Services which are charged for at other than monthly rates are billed in arrears.
- 2.9.3 Retroactive billing adjustments will not be made for a period exceeding two years.
- 2.9.4 Prices set forth in this Tariff do not include applicable federal, state, and locally mandated or allowed taxes, surcharges, fees, user's fees and universal service contributions that may be assessed or incurred by Company in connection with the services provided to third parties (collectively, "Taxes"). Company reserves the right at any time to charge Customer appropriate Taxes in connection with the Service and Equipment and Customer shall pay all such Taxes.

2.10 Payment For Service; Disputed Bills

- 2.10.1 The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.
- 2.10.2 Bills are due within 30 days of being rendered.
- 2.10.3 The customer may dispute a bill by promptly notifying the Company. Unless such notice is received in a timely manner, the bill statement shall be deemed to be correct and payable in full by the customer. If the customer disputes only a portion of a bill statement, the customer is obligated to make timely payment of the undisputed portion of the bill. For purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

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INTEREXCHANGE SERVICE

SECTION 2 - RULES AND REGULATIONS continued

2.10 Payment For Service; Disputed Bills (continued)

2.10.4 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount. In the event that a billing dispute is resolved in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge. In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

2.10.5 In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer's account for the disputed amount in the billing period following the resolution of the dispute. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer's account for any overpayment (with simple interest paid on any portion of the refund attributable to services regulated by the Commission.) in the billing period following the resolution of the dispute. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer, and with respect to any portion attributable to services regulated by the Commission, with simple interest paid thereon.

2.10.6 All adjustments or refunds provided by the Company to the customer at the customer's request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction, settlement and/or compromise of all of the customer's claims for the billing period for which the adjustment or refund was issued.

2.10.7 If the customer is not satisfied with the Company's response, the customer may contact:

Kentucky Public Service Commission
Consumer Services Division
211 Sower Blvd
Frankfort, KY 40601
(800) 772-4636

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INTEREXCHANGE SERVICE

SECTION 3 - DESCRIPTION OF SERVICE3.1 Timing of Calls3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

3.2 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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INTEREXCHANGE SERVICE

SECTION 3 - DESCRIPTION OF SERVICE continued

3.3 Service Offerings

3.3.1 Enventis Long Distance Service

Enventis Long Distance Service is offered to business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments.

3.3.2 Enventis 800/888 (Inbound) Long Distance Service

Enventis 800/888 (Inbound) Long Distance Service is offered to business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments.

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INTEREXCHANGE SERVICE

SECTION 4 - RATES

4.1 Enventis Long Distance Service

Rate per minute - \$0.039.
Plan is billed in full minute increments.

4.2 Enventis 800/888 (Inbound) Long Distance Service

Rate per minute - \$0.049.
Plan is billed in full minute increments.

4.3 Late Payment Charges

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.4 Restoration of Service

When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

4.5 Returned Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$30.00.

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Mankato MN 56001



Exhibit E

Sample Invoice

TARIFF BRANCH
RECEIVED
12/7/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



Invoice: 0000031046
 Invoice Date: 11/10/09
 Page: 1 of 1

INVOICE

Please Remit To: Enventis Telecom Inc
 Attn: A/R Specialist
 PO Box 3248
 Mankato, MN 56002-3248

Customer No: 000008202
 Payment Terms: Net 30
 Due Date: 12/09/09
 PO Ref:

ABC Company
 123 Any Street
 Any City
 United States

AMOUNT DUE: 5.90 USD

Amount Remitted

SAMPLE ONLY

For billing questions, please call 763-577-3900

Line	Description	Quantity	UOM	Unit Amt	Net Amount
Ship to Address:					
1	PREVIOUS MONTH LONG DISTANCE October 1, 2009 to October 31, 2009	1.00	EA	5.25	5.25
2	UNIVERSAL SERVICE FUND FEE	1.00	EA	0.27	0.27
Subtotal:					5.52
State Tax, XX 6.88 %					0.38
TOTAL TAXES:					0.38
AMOUNT DUE:					5.90

This invoice is for the current month of SingleLink Services, unless otherwise stated.

Please login to your web portal at <http://portal.singlelink.com> to review long distance call detail for invoiced long distance charges.

A late payment charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

