

CALLS FOR EVERYONE!

March 12, 2013

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Executive Director Kentucky Public Service Commission 211 Sower Blvd. Frankfort, KY 40602

MAR 1 5 2013 PUBLIC SERVICE COMMISSION

TARIFF BRANCH

3/18/2013

# RE: Affordable Phone Services, Inc. Utility No. 5053600

Affordable Phone Services, Inc. (the "Company") hereby requests cancellations of its Certificate to Provide Competitive Local Exchange Telecommunications Service. The requested cancellation will have no adverse effect, as the Company does not have any customers in the State of Kentucky.

I have enclosed an extra copy of this letter to be date-stamped and returned to me in the enclosed pre-addressed, postage prepaid envelope. If you have any questions or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

foel E. Leonard

Owner Affordable Phone Services, Inc.

cc: Tina Allen

Issue Date: November 2, 2012 Effective Date: November 5, 2012 Tariff No. 1 Original Page No. - 1 -

TARIFF NO. 1 REPLACES, IN ITS ENTIRETY, THE ORIGINAL PREPAID LOCAL EXCHANGE TARIFF

# TITLE SHEET

# PREPAID LOCAL EXCHANGE TARIFF

OF

AFFORDABLE PHONE SERVICES, INC.

PO Box 831372 Ocala, Fl. 34483 (877) 369-0999

This Tariff sets forth the rates and rules of Affordable Phone Services, Inc. applicable to its provision of the resale of local exchange services pursuant to the rules and regulations established by the FCC and the various Public Utilities Commission.

> Affordable Phone Services, Inc. Joel E. Leonard, Owner PO Box 831372 Ocala, Fl. 34483 Tel. No. 352-233-2700

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Tariff No. 1 1<sup>st</sup> Revised Page No. 2 Cancels Original Page No. 2

# PRICELIST CHECK SHEET

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# Symbols Used In This Tariff

- (C) To signify changed regulation
- (D) To signify discounted rate or regulation
- (I) To signify an increased rate
- (M) To signify material changed from one page to another without change
- (N) To signify new arte or changes regulation
- (R) To signify a reduced rate
- (T) To signify a change in text, but no change in rate or regulation



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# Service Area

The Company plans to provide service in the local exchange boundaries of the ILEC as set forth in the tariffs of said company. The PUC has authorized ILEC to provide local exchange services in all the local exchange territories in the state as shown on their maps.

# Applicability

This tariff is applicable to the competitive local exchange services offered by that company.

The Company plans to provide service in the local exchange boundaries of the ILEC and is authorized to provide competitive local exchange service in all such areas in the State.

# Description of Services

The company plans to provide Prepaid Local Exchange Services to applicable customers, such services include dial tone and the ability to receive and place calls within the local exchange boundaries of the ILEC. A more detailed description of services is provided under the "Rates Schedules" located within this Tariff. The services described in this tariff are available to residential customers only.

Affordable Phone Services, Inc. Joel E. Leonard, Owner PO Box 831372 Ocala, Fl. 34483 Tel. No. 352-233-2700

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## Rate Schedules

The following rates are applicable to the following residential local exchange services of the company.

## 1.0 Description of Competitive Local Exchange Services

Local exchange service provides the customer with a single, voice grade communication channel. Each access line will include a telephone number. The Company's service only includes seven-digit local dialing and E911 services where available. Where available, customers may be able to place 8XX calls. Toll calls such as 900/976, collect calls, directory assistance, long distance or any call which would result in toll charges are not allowed. Toll calls may be placed using any prepaid calling card.

2.0 Calling Areas for Usage rates

Local exchange service provided is for local calling only which are the areas described by the ILEC of that specific region.

### 3.0 Rate Components

Rates for local exchange service consist of these components:

- A. Nonrecurring service installation charges
- B. Monthly access line rates
- C. Calling features

## 4.0 Monthly Access Line Rates

### 4.1 Nonrecurring Service Installation Charges

The full activation fee is paid in one lump sum payment to be included with the first month's recurring charge and all applicable charges for any optional features.

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Monthly Access Line Rates One Time Charges ----- Rates **Residential Customers** 

Activation Fee <sup>1</sup>	\$25.00
Restore Service	\$15.00
Transfer Service	\$40.00
Number Change	\$20.00
Name Change	\$10.00
Toll Limitation Service	\$3.49

Residential Basic Local Exchange Service is \$47.75 Monthly. Monthly service charges and feature charges are applicable to change, in which case the customer will be notified 30 days in advance.

Basic Service*	\$47.75 (plus tax)
Lifeline Basic Service*	\$35.00 (plus tax)
Premier Package (includes Caller Id, Call Waiting, and Call Waiting ID)*	\$52.75 (plus tax)
Lifeline Premier Package (includes Caller Id, Call Waiting, and Call Waiting ID)*	\$40.00 (plus tax)
Complete Package (INCLUDES CALLER ID W/NAME, CALL WAITING, CALLER WAITING ID, *69, 3-WAY, & CALL FORWARDING)*	\$57.75 (plus tax)
Lifeline Complete Package INCLUDES CALLER ID W/NAME, CALL WAITING, CALLER WAITING ID, *69, 3-WAY, & CALL FORWARDING)*	\$45.00 (plus tax)
Toll Limitation Service <sup>2</sup> Monthly \$2.99	

Toll Limitation Service<sup>2</sup> Monthly

# 4.3 Calling Features

Calling features are charged at a standard rate unless purchased as a package which is listed below. The features include. **Residential Rates** 

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\$5.00
\$5.00
\$10.00
\$10.00
\$14.95
\$10.00

<sup>2</sup> Toll Limitation Service is provided for Lifeline customers at no charge. Affordable Phone Services, Inc. Joel E. Leonard, Owner PO Box 831372 Ocala, Fl. 34483 Tel. No. 352-233-2700



<sup>&</sup>lt;sup>1</sup> The Company reserves the right to waive the Activation fee.

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# **Taxes and Surcharges**

In addition to the charges pertaining to the Company's services, certain state, federal, and local surcharges, taxes and fees will be applied. These surcharges, taxes, and fees are calculated based on the amount billed to the end user by dominant LEC's for standard billed services, and are added onto the Company's bill. Such charges include, Kentucky Lifeline Surcharge ( $\$.0\mathfrak{B}$ ) and the TRS/TAP Hearing Impaired Surcharge (\$.04)

# **Directory and Listing Services**

Availability of Directories

The company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant LEC provider in the Customer's exchange areas.



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## <u>Rules</u>

## **Rule 1 – Definitions**

Defined below are terms used generally throughout this tariff.

Applicant: Any person that has applied to the Company for service.

Authorized User: A person authorized to use the service provided by the Company, and is named in the application of service.

Company: Means the prepaid local exchange telecommunications company referred to on the title page of this tariff.

CSR: Customer Service Representative who's responsible for answering guestions, accepting new orders, and answering trouble complaints.

Customer: Means any person receiving service from our company.

Demarcation Point: The Company concurs with the definition of "demarcation point" as set forth in the ILEC local exchange tariff.

ILEC: Incumbent Local Exchange Carrier.

PUC: The Public Utility Commission.

#### **Rule 2 – Description of Service**

The Company provides prepaid local exchange services with the ability to make and receive telephone calls. The company blocks any toll or long distance calls as well as collect calls. Our customers may make unlimited telephone calls within the local exchange boundaries dictated by the respective ILEC coverage territories.

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# **Rule 3 – Application for Service**

Service is initiated with an agreement by the Customer and Company. This is normally through oral contact by the Customer with a CSR. An agreement is assumed when the Company receives the customer's first payment for the first month of service and the activation. Within 10 days of initiating service, the Company will provide the Customer a conformation letter of new service as well as a detailed bill explaining all rate charges.

### **Rule 4 – Contracts**

A contract is an agreement between the Company and the Customer. The Customer and the Company are in agreement by this Contract, that the Company will provide prepaid local exchange service for as long as the Customer remains current with the applicable charges.

## Rule 5 – Special Information Required on Forms

Each of the Company's bills will provide the following information:

(a) Date the payment is due.

- (b) Rates and their descriptions.
- (c) Total amount due.

In addition the following statement will appear on a Customer's bill:

Payments not received by the due date unless other arrangements are made, will be subject to disconnection.

#### **Rule 6 – Credits and Deposits**

The Company does not require any deposits for services provided and will issue a credit when the necessary credit is due.

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Affordable Phone Services, Inc. Joel E. Leonard, Owner PO Box 831372 Ocala, Fl. 34483 Tel. No. 352-233-2700

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#### **Rule 7 – Payment Methods**

Customer payment types listed are accepted; Cash, Checks, Money Orders, Cashiers Checks, Debit or Credit Card, Money Gram and Western Union.

#### **Rule 8 – Notices**

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All notices the Company may give to the Customer are issued through the mail or orally. Previous to any rate changes are altercation of service, each customer will be notified 30 days or more in advance.

## Rule 9 - Rendering and Payment of Bills

The Customer is responsible to pay there bill monthly. Each Customer will receive there bill 20 days prior to there due date. Failure to pay there bill will result in service disconnection. Upon disconnection, if the Customer still wishes to continue service, a \$25.00 reconnect fee will apply as well as there current past due bill.

#### **Rule 10 – Disputed Bills**

If for any reason the Customer disputes a bill, and no resolve is come to between the Company and the Customer, the Customer can take any of these course of actions:

The Customer may request an investigation in which the Customer and Manger will work together to come to a resolve. During the dispute process, the customer's service will remain active until negotiations are concluded. The dispute process will be complete within seven business days or sooner. At anytime the Customer may contact the proper authorities if not handled in a satisfactory way, such as contacting the PUC or other applicable agencies.

> Affordable Phone Services, Inc. Joel E. Leonard, Owner PO Box 831372 Ocala, Fl. 34483 Tel. No. 352-233-2700

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Affordable Phone Services, Inc. Issue Date: November 2, 2012 Effective Date: November 5, 2012

### Rule 11 - Discontinuance or Restoration of Service

11.1 Cancellation of Service by the Customer

The Customer is responsible for notifying the Company when they no longer wish to continue service. If the Customer chooses to end service, no prorated amount will be issued to the customer. In the case in which a Customer would like to cancel service before the new service is activated, the monthly fee will be refunded but the one time activation fee will be withheld for the ordering and provisioning of such services.

11.2 Cancellation by Cause of Company

The Customer is responsible for their monthly fees. If the Customer's bill is not paid in full a disconnection or Suspension will take place. If the Customer does not make an effort for payment arrangement before their due date, it is understood that they wish to no longer continue service.

11.3 Restoration of Service

There is a \$25.00 restore service charge in the case of suspension or disconnection of service has taken place.

-11.4 Fraud

The Company reserves the right to discontinue service if any acts of the Customer indicate any intentions to defraud the Company.

### Rule 12 - Information Provided to the Public

The Company's tariff will be provided at the Company's principle office and can be viewed during normal business hours.

#### **Rule 13 - Temporary Service**

The Company reserves the right to all Customers to receive temporary Service. Rates and conditions for such service are published in this tariff.

> Affordable Phone Services, Inc. Joel E. Leonard, Owner PO Box 831372 Ocala, Fl. 34483 Tel. No. 352-233-2700

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#### Rule 14 – Continuity of Service

If for whatever reason disruption of service is longer than a period of one day, the customer will be notified in writing or orally one week prior to such known interruption.

#### **Rule 15 – Limitation of Liability**

15.1 The Company's liability for damages arising out of mistakes, delays, or interruption of services shall not exceed that of what is billed to the Customer for that period of time.

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15.2 Adjustment of bills will reflect the period of time interruption took place if the interruption exceeded 24 hours or more.

15.3 The Company shall not be liable for any damages done to premises during the furnishing of service that is not the direct or indirect result of the Company's negligence.

### **Rule 16 – Prorating of Bills**

Prorating will be provided, per the Customer's request, only when the Customer would like to alter there due date to an alternate day of the month. All charges are factored in for each day of service being prorated.

## **Rule 17 – Limitation of Service**

17.1 Service is offered subject to the limitations of the necessary equipment or facilities.

17.2 The Company does not offer services for aggregation, sharing, or resale by Customers.

17.3 All facilities are directly or indirectly controlled by the Company and the Customer may not assign the use of service without prior oral or written consent by the Company

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# Rule 18 – Privacy

The Company is restricted from providing nonpublic Customer information. The Company is subject to the credit information and calling record privacy rules.

#### Rule 19 – 911 Service

The Company will provide 9-1-1 services for emergency calling at no charge.

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#### **Rule 20 – Blocking Access**

The Company will block access to all long distance, 900 and 976 pay per call telephone services.

## **Rule 21 – Demarcation Point**

The Company is indirectly or directly responsible to bring service to the Demarcation Point. Interruption of services to the Demarcation point is the responsibility of The Company.

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## Rule 22 Lifeline Program

- A. General
  - (i) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996, and with the FCC's Lifeline Reform Order (FCC 12-11) in WC Docket No. 11-42.
  - (ii) Lifeline is supported by the federal universal service support mechanism.
  - (iii) Federal support of nine dollars and twenty-five cents (\$9.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is available in state support.
- B. Regulations
  - (i) General
    - (a) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in Section B(ii)(a) following or their annual household income must not exceed 135% of the federal poverty guidelines.
    - (b) The Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
    - (c) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
    - (d) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
    - (e) The Federal Universal Service Charge will not be billed to Lifeline customers.
    - (f) A Lifeline subscriber's local service will not be disconnected for non- payment of regulated toll charges. Local service may be denied for non-payment of local calls in accordance with Section 2. Access to toll service may be denied for non-payment of regulated tolls. A Lifeline subscriber's request for reconnection of local service will not be denied if the service was previously denied for non-payment of toll charges.
    - (g) At no time shall a customer's Lifeline rate go below zero.



## Rule 22 Lifeline Program (Cont'd.)

- B. Regulations (Cont'd.)
  - (ii) Eligibility
    - (a) To be eligible for a Lifeline credit, a customer must have a gross annual household income does not exceed 135% of the federal poverty income guidelines or must be a current recipient of any one of the following low income assistance programs.

Federal Public Housing Assistance/Section 8 Supplemental Nutrition Assistance Program (SNAP) Medicaid Low Income Home Energy Assistance Program (LIHEAP) Supplemental Security Income (SSI) Temporary Assistance to Needy Families (TANF) National School Lunch (free program only)

- (b) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.
- (iii) Certification
  - (a) Proof of eligibility based on income or in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services unless the Company has access to an eligibility database with which they can verify applicant's eligibility. The Lifeline credit will not be established until proof of eligibility has been received by the Company. When eligibility documentation is provided, the Lifeline credit will be provided on a going forward basis.
  - (b) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
  - (c) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.



Rule 22 Lifeline Program (Cont'd.)

- B. Regulations (Cont'd.)
  - (iv) Charges and Credits
    - (a) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
    - (b) Service Charges in Section 4 are applicable for installing or changing Lifeline service.
    - (c) The Service Change Charge in Section 4 is not applicable when existing service is converted intact to Lifeline.
  - (v) The total Lifeline credit consists of one federal credit plus one (1) state credit
    - (a) Federal Lifeline credit

Monthly Credit

- 1. All programs, one per Lifeline service \$ 9.25
- (b) State credit
  - 1. All programs, one per Lifeline service \$3.50



PO BOX 831372 OCALA, FL 34483-1372 352-369-0999 (Inside Marion County) 877-369-0999 (Toll Free)

Invoice

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