Navigation Reports

PSC Home

# **KY** Public Service Commission

# Utility Information

General	Address	Comments	Counties	Groups
Comm	nomto for Utility ID.	222E01/2 Novigotos T	lecommunications	
Comments for Utility ID: 22250162 Navigator Telecommunications, LLC Contact changed per email of 11/19/2007. Complaint contact updated per 3/6/2012 Info Form. Mail returned undeliverable on 1/28/2013; Made inactive per 9/28/2013 Certificate of Revocation by KSOS.				
			Last Char	nged: 1/28/2014



1/28/2014

(N)

# TITLE SHEET

## KENTUCKY LONG DISTANCE TARIFF

OF

Navigator Telecommunications, LLC.

This tariff, filed with the Kentucky Public Service Commission, contains the rates, charges, terms and conditions of service applicable to the Resale of Long Distance Telecommunications Services provided by Navigator Telecommunications, LLC. within the Commonwealth of Kentucky.

The Company's telephone numbers are: 1-888-662-8835 Residential Customer Care 1-888-562-8835 Repairs 1-877-628-0035 Business Customer Care 1-800-238-9716 Coin Customer Care

 

 PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

 Issued: November 14, 2005 By Louis F. McAlister, Jr., President Effective: Decenables 13, 2005 Navigator Telecommunicat 8525 Riverwood Park Drive, P.O. Box 13860, North

 State
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 By

 Executive Director

## CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

PAGE	REVISION	PAGE	REVISION
Title Page	1 <sup>st</sup> Revision *		
1	2nd Revision *	26	2nd Revision*
2	Original	27	2nd Revision*
3	Original	28	2nd Revision*
4	Original	29	Original
5	Original	30	2nd Revision*
6	Original	31	1st Revision
7	Original	32	1st Revision
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original		
12	Original		
13	1st Revision		
14	1st Revision		
15	Original		
16	Original		
17	Original		
18	Original		
19	1 <sup>st</sup> Revision*		
20	1st Revision		
21	1st Revision		
22	Original		
23	Original		
24	1 <sup>st</sup> Revision*		
25	Original		

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PUBLIC SERVICE COMMISSION OF KENTUCKY

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## Navigator Telecommunications, LLC. Kentucky PSC Tariff No. 2

Introduction Original Page 3

#### **CONCURRING CARRIERS**

None

#### **CONNECTING CARRIERS**

None

## PARTICIPATING CARRIERS

None

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### **EXPLANATION OF SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule or condition.

#### **EXPLANATION OF ABBREVIATIONS**

- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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## **SECTION 1 - DEFINITIONS**

Access Line - An arrangement which connects the Customer's telephone to a Navigator Telecommunications, LLC.'s designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the term and conditions of this tariff. The Customer remains responsible for payment of services.

Commission – Kentucky Public Service Commission.

**Company or Carrier -** Navigator Telecommunications, LLC. unless otherwise clearly indicated by the context.

**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.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the company.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

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<b>ISSUED</b> :	March 5, 1999	Louis F. McAlister Jr., President & CEO	EFFECTIVE:
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	212 C	enter Street, Suite 500, Little Rock, AR 72	201 MAY 18 1999
	BY:	Louis F. McAlister Jr., President & CEO	

## **SECTION 1 - DEFINITIONS, (CONT'D.)**

**Premises -** The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local Exchange Company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800", or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

Navigator - Used throughout this tariff to refer to Navigator Telecommunications, LLC.

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#### **SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of Navigator Telecommunications, LLC.

Navigator's services and facilities are furnished for communications originating at specified points within the Commonwealth of Kentucky under terms of this tariff.

Navigator arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Navigator may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a Customer's location to the network.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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<b>ISSUED</b> :	March 5, 1999	Louis F. McAlister Jr., President & CEO	EFFECTIV	/E:	
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		Louis F. McAlister Jr., President & CEO			

### 2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by Navigator in its reasonable judgement.

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2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all condition of service.

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#### 2.5 Liability

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the company, its agents, servants, or employees, in the course of establishing,, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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		Navigator Telecommunications, LLC.	
	212 C	enter Street, Suite 500, Little Rock, AR 722	201 March 11, 1269
	BY:	Louis F. McAlister Jr., President & CEO	

#### 2.5 Liability

- 2.5.4 The Company shall not be liable 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 service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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		Louis F. McAlister Jr., President & CED		n an an Alberta. A

#### 2.5 Liability, (cont'd.)

- 2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
  - (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or System of the customer; and
  - (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

#### 2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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- 2.7 Billing and Payment for Service
- N 2.7.1 Bill Format Description

The long distance portion of our bill will include the following information for each call: Date, Time, Duration, Destination Number & Place, Origination Number & Place, and Price. Rate period will also be provided if it affects pricing. The bill will also itemize any applicable recurring charges, non-recurring charges, taxes, and fees.

The bill may be included as part of a local phone service bill, and will include the contact numbers and address for the Company. including numbers for customer service and repair.

#### T 2.7.2 Responsibility for Charges

Charges for installations service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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- 2.7 Billing and Payment for Service, (cont'd)
- T 2.7.3 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers, bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

T 2.7.4 Late Payment Fees

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The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. Late payment fees will be figured on the balance excluding any prior late payment fees.

T 2.7.5 Returned Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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#### 2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

#### 2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, Navigator reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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#### 2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on customer invoices.

#### 2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Navigator's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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#### 2.12 Interconnection

- 2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and condition of this tariff and the other common carrier's tariffs.
- 2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied within the installation, operation or maintenance of the customers or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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#### 2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/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 the company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

 $Credit = A/30 \quad x \quad B$ 

A = outage time in days

 $\mathbf{B}$  = total monthly charge for affected service.

ISSUED: March 5, 1999 Louis F. McAlister Jr., President & CEO EFFECTIVE: Navigator Telecommunications, LLC. 212 Center Street, Suite 500, Little Rock, AR 72201 BY: BY: Louis F. McAlister Jr., President & CEO

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. The Company's address is 8525 Riverwood Park Drive, PO Box 13860, North Little Rock, AR 72113-0860.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

- 2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- 2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.





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- 2.16 Refusal or Discontinuance by the Company, (cont'd.)
  - 2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff. The Customer shall be subject to discontinuance of service, after 10 days' written notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
  - 2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
  - 2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

## 2.17 Restoration of Service

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If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

ISSUED: May 13, 1999 Louis F. McAlister Jr., President & CEO EFFECTIVE: Navigator Telecommunications, LLC. 212 Center Street, Suite 500, Little Rock, AR 72201 BY: Louis F. McAlister Jr., President & CEO

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device an or off, at will.

- 2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- 2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- 2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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	BY:	Louis F. McAlister Jr., President & CEO	
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#### **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

#### 3.1 General

Navigator offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the Commonwealth of Kentucky under terms of this tariff.

Direct dial service is offered from originating locations within the Commonwealth of Kentucky. Calls may be placed to locations within Kentucky.

In-bound toll-free service is available to Customers served from locations within the Commonwealth of Kentucky.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the Commonwealth of Kentucky from which the caller can dial the appropriate access code(s) and may be placed to any location within the Commonwealth of Kentucky.

Customers are billed based on their use of Navigator Telecommunications, LLC.'s network and services. Charges may vary by service offering, class of call, time of day, day of week, and/or call duration.

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	Center Street, Suite 500, Little Rock, AR 722

#### 3.2 Timing of Calls

Billing for calls placed over the Navigator network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Navigator will reasonably issue credit for the call.

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## 3.3 Rate Periods

3.3.1 The following rate Periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM							
ТО		DAYTIME	RATE PEI	RIOD			
5:00 PM*							
5:00 PM							
ТО	]	EVENING	RATE PEI	RIOD			EVE
11:00 PM*							
11:00 PM							
ТО		NIGHT/	WEEKENI	O RATE PI	ERIOD		
8:00 AM							

\*Up to but not including.

#### 3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1	
Memorial Day	Last Monday in May	(N)
Independence Day	July 4	
Labor Day	1st Monday in September	
Thanksgiving Day	4th Thursday in November	
Christmas Day	December 25	
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3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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**Executive Director** 

PUBLIC SERVICE COMMISSION OF KENTUCKY

#### 3.4 Outbound Long Distance Service

Navigator's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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		Louis F. McAlister Jr., President & CEO	

- 3.4 Outbound Long Distance Service, (cont'd.)
- 3.4.1 Direct Dial Service (1)

Navigator's outbound long distance service is a flat rate. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No volume, time of day and holiday discounts apply.

MONTHLY RECURRING CHARGES: NOT APPLICABLE

#### USAGE CHARGES:

		Per Minute Rat	es
	Day	Evening	Night/Weekend
Business	\$.069	\$.069	\$.069
Coin	.039	.039	.039
Residential	.089	.089	.089

(1) Per minute rates were previously shown as \$.089 for all categories of services

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3.5 Inbound Toll-Free Number Service (1)

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Navigator's Inbound Toll-Free Number Service is an *8XX* number service available for (T) Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No Volume, Time of day and holiday discounts apply.

MONTHLY RECURRING CHARGES: Business Residential	\$2.95 1.95	(T) (N) (N)
PAY PHONE SURCHARGE:	\$.55	(I)

**USAGE CHARGES:** 

The following usage rates apply in addition to the appropriate monthly recurring charges (T) above to calls placed from locations in the State of Kentucky. (T)

	Per Minute Rates		
	Day	Evening	Night/Weekend
Business	\$.079	\$.079	\$.079
Residential	.099	.099	.099

(1)	Per minute rates were previously shown as \$.12 for all	categories of service. (N) PUBLIC SERVICE COMMISSION
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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.6 Travel Service (1)

Navigator's Travel Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Navigator's Travel Card service is via a toll free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Service rates apply to calls placed to locations in the mainland United States and Hawaii.

For billing purposes, calls within the Continental USA are billed in six second increments after an eighteen second initial period. Time of day, holiday and volume discounts do not apply. No per call service charges apply.

MONTHLY RECURRING CHARGES:

PAY PHONE SURCHARGE:

USAGE CHARGES:

<u> </u>	Per M	Per Minute Rates	
	Initial Minute	Each Additional Minute	
Business	\$.20	\$.20	
Residential	.20	.20	

(1)	Per minute rates were previously shown as \$.24	for all categories of service.	(N)

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NOT APPLICABLE

(N)

#### 3.7 Dedicated Access Long Distance Service

Navigator's Dedicated Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through a dedicated circuit to the Long Distance Network. The Customer may order the access circuit directly from their local exchange carrier or Navigator will provide the access circuit. All costs incurred in the installation and use of access circuits is the responsibility of the customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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	BY:	Louis F. McAlister Jr., President & CEO	<ul> <li>International descent and the second s</li></ul>

Kentucky PSC Tariff No. 2

# SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

- Dedicated Access Long Distance Service, (cont'd.) 3.7
- 3.7.1 **Dedicated Access Service**

Navigator's dedicated access long distance service is a flat rate offering with no monthly charge. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds.

		Per Minute Rates	
	Day	Evening	Night/Weekend
Business	\$.064	\$.064	\$.064
Coin	.039	.039	.039
	Day	Per Minute Rate	es Night/Weekend
Business	\$.074	\$.074	\$.074

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Navigator Telecommunications, LLC. Kentucky PSC Tariff No. 2 Section 3 First Revised Page 31 Cancels Original Page 31

# SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.8 Reserved For Future Use

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ISSUED: July 25, 2002 Louis F. McAlister Jr., President EFFECTIVE: Navigator Telecommunications, LLC. 8525 Riverwood Park Drive, P.O. Box 13860, North Little Rock, AR 72113-0860

BY:

Louis F. McAlister Jr., President

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Navigator Telecommunications, LLC. Kentucky PSC Tariff No. 2 Section 4 First Revised Page 32 Cancels Original Page 32

## SECTION 4 - MISCELLANEOUS SERVICE AND RATES

4.1 Directory Assistance

Directory Assistance is available to Customers of Navigator Telecommunications, LLC. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

\$1.25

Directory Assistance, Per Call

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 9 7 2002

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY SICHAD BUD SECRETARY OF THE COMMISSION

ISSUED: July 25, 2002	Louis F. McAlister Jr., President	EFFECTIVE:	(T)
	Navigator Telecommunications, LLC.		
8525 Riverwood Pa	rk Drive, P.O. Box 13860, North Little I	Rock, AR 72113-0860	(T)
BY:_	Their f. Milling.	<i>t</i>	

Louis F. McAlister Jr., President

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#### **SECTION 5 - PROMOTIONS**

#### 5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

ISSUED: March 5, 1999 Louis F. McAlister Jr., President & CEO EFFECTIVE: Navigator Telecommunications, LLC. 212 Center Street, Suite 500, Little Rock, AR 72201

BY:

Louis F. McAlister Jr., President & CEO

#### **SECTION 6 - CONTRACT SERVICES**

#### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the Contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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