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May 15, 2014

Mr. Jeff Derouen Executive Director Kentucky Public Service Commission 211 Sower Boulevard P. O. Box 615 Frankfort, KY 40602

RECEIVED

MAY 202014 PUBLIC SERVICE COMMISSION

# Re: SNET America Inc. (SAI) Notice of Relinquishment of Certificate and Request for Removal of Tariff

Dear Mr. Derouen:

Pursuant to the Commission's June 21, 1996 Order in Administrative Case No. 359, SNET America, Inc. (SAI) respectfully notifies the Commission that effective June 15, 2014, it will cease operating in Kentucky and that it seeks withdrawal of its tariff as of June 15, 2014.<sup>1</sup>

In 1995, the Commission granted SAI authority to provide intrastate, long distance telecommunications services as a reseller within the Commonwealth of Kentucky.<sup>2</sup> SAI's Kentucky Tariff No. 3, which replaces in its entirety SAI's previous Kentucky tariffs, is on file with the Commission and became effective May 12, 2006 pursuant to KAR 5:011, Section 9(1).

SAI does not currently provide service to any customer in the Commonwealth of Kentucky and has no plans to do so in the future. SAI, therefore, respectfully requests that the Commission withdraw SAI's Kentucky Tariff No. 3 as of June 15, 2014 and amend its records as appropriate to reflect that SAI is no longer operating in Kentucky as of that date.

If you need any more information, please let me know.

Very truly yours,

This Order provides, among other things, that a long distance reseller that ceases to operate in EV Kentucky "shall notify the Commission by letter and shall seek withdrawal of its tariff." See Order In Re: Exemptions for Interexchange Carriers, Long-Distance Resellers, Operator Service Providers, and Customer-20/2014 Owned, Coin Operated Telephones, Administrative Case No. 359 at 10 (June 21, 1996).

<sup>2</sup> Order, In Re Application of SNET America, Inc. for a Certificate to Resell Telecommunications Service, Case No. 95-408 (December 18, 1995).

PUBLIC SERVICE COMMISSION OF KENTUCKY

TARIFF BRANCH

SNET America, Inc. d/b/a AT&T Long Distance East's Kentucky Tariff No. 3 replaces in its entirety SNET America, Inc.'s Kentucky Tariff No. 2.

> SNET America, Inc. d/b/a AT&T Long Distance East 310 Orange Street New Haven, Connecticut 06510

Rates, Rules and Regulations for Furnishing

**Resale Telecommunications Services** 

Filed with the

# **Public Service Commission of Kentucky**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resale telecommunications services provided by SNET America, Inc. d/b/a AT&T Long Distance East within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission.



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# SYMBOLS

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

- (C) To signify changed regulation.
- (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.



### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the KPSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the KPSC follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page 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)



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# **SECTION 1 - DEFINITIONS**

The following definitions are applicable to this tariff:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Calling Card** - A billing convenience whereby the End User may bill the charges for a call to an approved local exchange company-issued Calling Card. The terms and conditions of the local exchange company shall apply to payment arrangements.

**Collect** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

Company – SNET America, Inc. d/b/a AT&T Long Distance East, unless stated otherwise.

**Company's Point of Presence -** Location of the serving central office associated with access to the Company's network.

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Issued: April 12, 2006		PURSUAME THE SOME AR 52006 SECTION 9 (1)
Issued by:	Ms. Hattie McGregor SNET America, Inc. d/b/a AT&T Long 310 Orange Street New Haven, CT 06510	Dist By Executive Director Yi0601

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# SECTION 1 - DEFINITIONS (CONT'D.)

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call.

**Debit Card** - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

**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.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**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.

KPSC - Refers to the Kentucky Public Utility Commission.

LATA - Local Area of Transport and Access.



Carol Paulsen, Director Regulatory SNET America, Inc. d/b/a AT&T Long Distance East 310 Orange Street, New Haven, Connecticut 06510

# SECTION 1 - DEFINITIONS (CONT'D.)

MAC - Minimum Annual Commitment.

**MMC** - Minimum Monthly Commitment.

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

Service Acceptance Date – The date service is first established on the plan the Customer agrees to.

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**Switched Access** - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.



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

#### 2.1 Undertaking of the Company

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

SNET America, Inc. d/b/a AT&T Long Distance East provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. SNET America, Inc. d/b/a AT&T Long Distance East 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 SNET America, Inc. d/b/a AT&T Long Distance East services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 Limitations

- **2.2.1** Presubscribed service is offered in Equal Access areas only.
- **2.2.2** Service is offered subject to the availability of the necessary facilities and equipment or both facilities and equipment and subject to the provisions of this tariff.
- **2.2.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.



#### 2.2 Limitations, (Cont'd.)

- **2.2.4** 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 connections.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by SNET America, Inc. d/b/a AT&T Long Distance East and the Customer may not transfer or assign the use of service or facilities without 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.
- **2.2.6** 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 of service.
- **2.2.7** The Company does not offer to process local emergency calls, "911" or "0" calls. Such calls are routed directly to the serving local exchange carrier or to the underlying long distance carrier (0 + interLATA).



#### 2.3 Use

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

#### 2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company 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 defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.



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#### 2.4 Liabilities of Company, (Cont'd.)

- **2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.4.5 Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

#### 2.5 Deposits

The company will not collect deposits from customers within the State of Kentucky.

#### 2.6 Advance Payments

For Customers whom the Company feels an advance payment is necessary, SNET America, Inc. d/b/a AT&T Long Distance East 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 a new advance payment may be collected for the next month.

#### 2.7 Taxes

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

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 5/12/2006
Issued: April 12, 2006		PURSUALITE JAN & OM & AR 52005 SECTION 9 (1)
Issued by:	Ms. Hattie McGregor SNET America, Inc. d/b/a AT&T Long 310 Orange Street New Haven, CT 06510	By Executive Director Yi0601

#### 2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. 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 the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

# 2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

#### 2.10 Payment for Service

Terms of payment are subject to the rules of the Public Service Commission of Kentucky. Contested charges will be handled in accordance with 807 KAR5:006, Section 9.

- 2.10.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable upon receipt to the Company or to any agency authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the KPSC.
- 2.10.2 Adjustments to Customer bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Any objections to billed charges must be reported promptly to the Company or the Company's billing agent. All bills will be considered accurate and final if no notice is received from the Customer within thirty (30) days of the bill date.



#### 2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

#### 2.12 Interconnection

Service furnished by SNET America, Inc. d/b/a AT&T Long Distance East may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

#### 2.13 Reservation of "800" Numbers

The Company will make every effort to reserve 800 vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

#### 2.14 Billing Format

Bills rendered to Customers by SNET America, Inc. d/b/a AT&T Long Distance East contain the following information:

Date of Rendering Bill Service Dates Due Date Current Amount Due Date/Time of all calls Call duration Call Type Taxes Company Name Toll Free Customer Service (800) 808-7638 Past Due Date Past Due Amount (if applicable) Past Due Penalties (if applicable) Originating Location/Terminating Number Total Charges for Each Call Total Charges for Company Service(s)



#### 2.15 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given a ten (10) day written notice and allowed a reasonable time to comply with any rule or remedy any deficiency:

- **2.15.1** For noncompliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- **2.15.2** For the use of telephone service for any other property or purpose other than that described in the application.
- **2.15.3** For failure or refusal to provide the Company with an advance payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- **2.15.4** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.15.5 For noncompliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- 2.15.6 For non-payment of bills for telephone service. Suspension or termination of service shall not be made without five (5) working days' written notice to the Customer.



#### 2.15 Refusal or Discontinuance by Company, (Cont'd.)

- 2.15.7 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- **2.15.8** Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.15.9 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.15.10 For failure of the Customer to make proper application for service.
- 2.15.11 For Customer's breach of the contract for service between the Company and the Customer.
- 2.15.12 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.



#### 2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company or its underlying carrier shall be made available to the Company or its underlying carrier for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

#### 2.17 Tests, Pilots, Promotional Campaigns and Contests

SNET America, Inc. d/b/a AT&T Long Distance East may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

#### 2.18 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.



#### 2.19 Renewal of Term Plan

#### 2.19.1 No Renewal

If the customer does not choose to renew a term plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates in effect, upon completion of the current term.

#### 2.19.2 Change in MAC/Term Plan Commitment

# (A) Change In MAC and No Change in Length of Term Plan

#### (1) Higher MAC

If the Customer changes to a higher MAC and does not change the length of the term plan agreement, no under-utilization charge applies and no new term plan agreement is required. To calculate the adjusted annual MAC, prorate the old MAC and prorate the new MAC.

# (2) Lower MAC

If the Customer changes to a lower MAC and does not change the length of the term plan agreement, a under-utilization charge will be assessed. The under-utilization charge is equal to the difference between the qualified usage toward the current MAC and the unmet MAC in the current year. A new term plan agreement must be signed by the Customer with new begin/end dates.



#### 2.19 Renewal of Term Plan, (Cont'd.)

#### 2.19.2 Change in MAC/Term Plan Commitment, (cont'd.)

#### (B) Change In MAC and Change in Length of Term Plan

#### (1) Higher MAC and Longer Term Plan Commitment

If the Customer changes to a higher MAC and a longer term plan commitment, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

#### (2) Lower MAC and Shorter Term Plan Commitment

If the Customer changes to a lower MAC and a shorter term plan commitment, an under-utilization charge will be assessed. The underutilization charge will be the difference between (number of years in old term plan times MAC) minus (total usage accumulated to date in the current MAC year). A new term plan must be signed by the Customer with new begin/end dates.

#### (3) Lower MAC and Longer Term Plan Commitment

If the Customer changes to a lower MAC and a longer term plan, a underutilization charge may apply. The old MAC/term plan revenue commitment will be compared to the new MAC/term plan revenue commitment. If the new MAC/term plan total revenue commitment for the length of the term plan agreement is greater than the old MAC/term plan total revenue commitment for the length of the term plan agreement, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a under-utilization charge applies. The underutilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.



#### 2.19 Renewal of Term Plan, (Cont'd.)

#### 2.19.2 Change in MAC/Term Plan Commitment, (cont'd.)

#### (B) Change In MAC and Change in Length of Term Plan, (continued)

#### (4) Higher MAC and Shorter Term Plan Commitment

If the Customer changes to a higher MAC and a shorter term plan, a underutilization charge may apply. The old MAC/term plan revenue commitment for the length of the term plan agreement will be compared to the new MAC/term plan revenue commitment for the length of the term plan agreement. If the new MAC/term plan revenue commitment is greater than the old MAC/term plan revenue commitment, no under-utilization charge applies. If the new MAC/term revenue commitment is less than the old MAC/term commitment, a under-utilization charge applies. The underutilization charge is equal to the difference between the old MAC/term plan revenue commitment and the new MAC/term plan revenue commitment. A new term plan must be signed by the Customer with new begin/end dates.

# (C) Change in Length of Term Plan and No Change in MAC

#### (1) Longer Term Plan Commitment

If the Customer changes to a longer term plan commitment with no change to the MAC, no under-utilization charge applies. A new term plan must be signed by the Customer with new begin/end dates.

#### (2) Shorter Term Plan Commitment

If the Customer changes to a shorter term plan commitment and does not change the MAC, a under-utilization charge will be assessed. The underutilization charge will be the difference in the old MAC level minus the current year's MAC usage accumulation to date, plus any full years of MAC remaining on the old MAC term commitment. A new term plan must be signed by the Customer with new begin/end dates.



#### 2.19 Renewal of Term Plan, (Cont'd.)

#### 2.19.3 MMC Changes

#### (A) Change to Lower MMC

A Customer who changes to a lower revenue commitment may opt to implement the change in the middle of its bill cycle or may opt to make the change effective on the first day of the next bill cycle. If a Customer opts to implement the change in the middle of its billing cycle, a shortfall under-utilization charge applies for the unmet MMC for that billing cycle, if applicable.

#### (B) Change MMC to MAC

A Customer may change from a MMC to a MAC at any time during the billing cycle. The MMC will end and no under-utilization charge applies. A term plan must be signed by the Customer with new begin/end dates. The MAC will start on the date requested by the Customer.

#### 2.19.4 Start Date and End Date

#### (A) MAC

Achievement of the MAC is calculated on the Customer's yearly Service Acceptance Date anniversary or end date of the term agreement commitment

#### (B) MMC

MMC is calculated at the end of the Customer's monthly billing cycle.

#### (C) Term Plan Agreement

When the Customer changes the billing cycle dates in the middle of a term plan agreement, the term begin and end dates will not change. The accumulated monies towards the MAC charges, if any, will be based on the begin and end date of the term without regard to the billing cycle.



#### SNET America, Inc. d/b/a AT&T Long Distance East

#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.20 Ordering Under the American Recovery and Reinvestment Act (ARRA)

The Services and Service Components provided under this tariff shall not be used to support the performance of any portion or program which has been funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions or requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.



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# SECTION 3 - DESCRIPTION OF SERVICE & RATES

#### 3.1 General

The Company provides intrastate, interexchange switched telecommunications services between locations in Kentucky. The Company's service includes direct-dialed calling with charges based upon call duration, mileage, and/or total volume.



#### 3.2 Time-Of-Day Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAY		ATE PERI ATE PERI	OD OR PI OD	EAK		
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD			EVE			
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD OR OF PERIOD		F PEAK	RATE			

# \* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

#### 3.3 Other Rate Periods

- Peak: Daytime Rate Period, per above.
- Off Peak: All other days and hours, including Holidays, which are not included in Daytime Rate Period above.

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# 3.3 Calculation of Distance

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#### 3.5 Call Timing

- 3.5.1 Long distance usage charges are based on the actual usage of the Company's network.
- **3.5.2** Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by signal from the called party location or by automatic timing equipment in the telephone network.
- **3.5.3** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- **3.5.4** Unless otherwise specified in this tariff, usage is measured and rounded in one minute increments for billing purposes.
- **3.5.5** The Company shall not bill for unanswered calls.



#### 3.6 Plan A

3.6.1 General Description

This is a calling plan utilizing switched or dedicated access lines and sub-minute timing of calls. Outbound calling, inbound AT&T Long Distance Toll Free<sup>SM</sup> Service and Calling Card service are (T) offered under this plan.

Calls originate and terminate on Switched facilities provided by local exchange companies or other authorized access providers. For switched access, the Customer is responsible for establishing local access facilities and for all nonrecurring, recurring, construction and other charges in connection with such local access. The Customer using multiple Switched Access lines for a single 800 number must arrange for hunting service from the local exchange company.



- 3.6 Plan A, (Cont'd.)
  - 3.6.2 MTS

MTS is an outbound service priced based on a single rate band. Calls are billed in one minute increments. The minimum call duration is one minute.

(A) Minimum Usage Charge (MUC) \$17.50 until June 12, 2014 at which time the MUC will (T) increase to \$22.50. (T/I)

If the monthly outbound usage or outbound/inbound combined usage charges equal or exceeds the MUC in a billing period, the MUC will not apply. If the monthly outbound usage or outbound/inbound usage charges in a billing period are less than the MUC, the charge that will apply will be the difference between that month's usage charges and the MUC.

(B) Per-Minute Usage Rate

	<b>Initial Minute</b>	<b>Additional Minute</b>
Day	\$0.3600	\$0.3500
Evening	\$0.2598	\$0.2535
Night/Weekend	\$0.2013	\$0.2013



#### 3.6 Plan A, (Cont'd.)

3.6.3 Calling Card

Pending state and regulatory approval where applicable, on or after May 15, 2014, calling card(N)service will be discontinued in the state of Kentucky. For customers under a term agreement for|intrastate services, the calling card feature will be discontinued from their service arrangement,|including any optional calling plan service.(N)

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The Customer shall access the network by dialing the Company's universal access 800 number to (C) complete direct dialed or operator assisted calls. Per minute usage charges and fixed service charges per call apply. Calls are billed in one minute increments. The minimum call duration is one minute.

	Initial Minute	Additional Minute
Day	\$0.3600	\$0.3500
Evening	\$0.2598	\$0.2535
Night/Weekend	\$0.2013	\$0.2013

- (A) Usage Rates Per Minute:
- (B) Service Charge, Per Call:

Call Type	<b>Fully Automated</b>	<b>Operator Dialed</b>	<b>Operator Assisted</b>
Calling Card Surcharge	\$1.00	\$2.75	\$1.75
<b>Operator Station</b>			
Collect	\$2.35	\$3.35	\$2.35
Third Party	\$2.35	\$3.35	\$2.35
Person to Person	N/A	\$4.90	\$4.90



#### 3.6 Plan A, (Cont'd.)

3.6.4 AT&T Long Distance Toll Free<sup>SM</sup> Service

ThisService provides the Customer with one or more 800-NXX-XXXX numbers which when dialed from stations in the intrastate public switched network shall terminate on Customer-designated facilities or equipment. All charges accruing in connection with usage of the Customer's assigned 800 numbers are billed to the Customer rather than to the party originating the call. Calls may originate from all points within Kentucky. All calls are billed in one minute increments and are subject to a minimum billing of one minute.

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Per-Minute Usage Rate

	<b>Initial Minute</b>	<b>Additional Minute</b>
Day	\$0.3600	\$0.3500
Evening	\$0.2598	\$0.2535
Night/Weekend	\$0.2013	\$0.2013

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

#### Plan A, (Cont'd.) 3.6

3.6.4	AT&T Long Distance Toll Free <sup>SM</sup> Service (cont'd.)	(T)
	Monthly Service Fees, per service group:	(T)
	Switched Access \$5.00	
	This monthly service fee is waived if the Customer subscribes to the same 800 number for both interstate and intrastate service.	
3.6.5	AT&T Long Distance Toll Free <sup>SM</sup> Service - Optional Features	(T)
	(A) Reserved for future use	(D)



(B)

(T)

# SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

- 3.6 Plan A, (Cont'd.)
  - 3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd)

Reserved for future use



- 3.6 Plan A, (Cont'd.)
  - 3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd)

(T)

- (C) Reserved for future use
- (D) Reserved for future use



- 3.6 Plan A, (Cont'd.)
  - 3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd)
    - (E) Enhanced Routing Features<sup>1</sup>

The following features are available Switched Access for an additional one time and monthly charge:

\$ 50.00

Time of Day Routing Day of Week Routing Day of Year Routing Call Allocation Routing Command Routing

#### Nonrecurring Charges:

13-99 Routing Plans

Installation	\$100.00
Service Change	\$50.00
Command Routing Activation	\$50.00
Monthly Recurring Charges:	
1-3 Routing Plans	\$ 0.00
4-12 Routing Plans	\$ 50.00



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- 3.6 Plan A, (Cont'd.)
  - 3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (continued)

Time of Day Routing

This feature allows the Customer to have calls to the same 800 number routed to different locations during various times of the day.

- (1) Time of Day routing shall follow the national observance of daylight savings time.
- (2) The day may be divided into 15 minute increments, with up to 96 time intervals per 24 hour period. All time intervals must begin on the quarter clock hour.
- (3) The Customer time of day schedule must include the entire 24 hour day.

Day of Week Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations based upon the day of the week. Day of Week routing shall follow the national observance of daylight savings time.


- 3.6 Plan A, (Cont'd.)
  - 3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service Optional Features (cont'd)

(T)

(E) Enhanced Routing Features, (continued)

Day of Year Routing

This feature permits the Customer to have calls to the same 800 number routed to different locations on specified days of the year. Dates are stored in a month/day format. It is the responsibility of the Customer to revise day of year routing schedules annually.

Call Allocation Routing

This feature permits the Customer to define routing of calls made to the same 800 number on a percentage basis so that calls can be allocated to multiple locations. Percentages must be defined in whole numbers, with 1% (one percent) as the smallest allocation percentage to any location. The total of all percentage allocations must be 100%.

**Command Routing** 

This feature allows the Customer to activate a different Enhanced 800 routing plan on command by placing one telephone call to the Company.

- (1) The Customer may define up to 99 separate routing plans per 800 number.
- (2) Routing plans must be loaded in the Company's network before they are available for activation on command.
- (3) The Customer must have a minimum of two routing plans to be able to utilize this feature.



3.8 Business High Volume Calling Plan II

High Volume Calling Plan II is a flat rate calling plan designed for business Customers who bill at least \$50.00 monthly in long distance services. High Volume Calling Plan II calls utilize Switched Access Lines and are billed in one (1) second increments for plans with a Monthly Annual Commitment and are billed in six (6) second increments for plans with a Monthly Minimum Commitment, both with an Initial Period, for billing purposes of eighteen (18) seconds. The minimum commitment for the Monthly Minimum Commitment (MMC) on this plan is one month. The minimum commitment for the Minimum Annual Commitment (MAC) is one year.

- 3.8.1 High Volume Calling Plan II Customers can have multi location accounts that have the same account-billing name grouped together. Accounts that are added after the initial installation inherit the start date of the first account on the plan.
- 3.8.2 High Volume Calling Plan II Customer will be required to select a Minimum Monthly Commitment (MMC) without signing a term commitment or a Minimum Annual Commitment (MAC) which requires a term commitment. A Customer participating in the High Volume Calling Plan II commits to spending a predetermined dollar volume, either annually in the case of a MAC or monthly in the case of a MMC.
- 3.8.3 High Volume Calling Plan II Customers can aggregate usage totals from inbound and outbound service usage when SNET America, Inc. d/b/a AT&T Long Distance East is the Carrier of choice, Calling Card, and multiple Billed Telephone Numbers (BTN) when they are identified under a single Master Account Number, to meet either the MMC or MAC. Any commitment (MMC or MAC) shortfall will be applied to the Primary Billed Telephone Number of the Master Account.



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#### 3.8 Business High Volume Calling Plan II, (Cont'd.)

- **3.8.4** Customers subscribing to a MMC will be given a two (2) month grace period where there will be no shortfall penalty assessed. If a Customer subscribes to a MMC on any date other than the first day of the billing cycle, the partial first month is counted as a full month when determining the length of the no penalty period.
- **3.8.5** Customers that participate in other SNET America, Inc. d/b/a AT&T Long Distance East Optional Call Plans with a term requirement can upgrade to this call plan without penalty. Customer must sign a term Agreement in twelve-month increments, equal to or greater than the remaining months on their existing Agreement and meet the minimum requirement of this plan. If the Company does not offer a plan that carries a term sufficient to satisfy this requirement, the Customer must opt for the longest term currently available.
- **3.8.6** The usage rates defined below are applicable to the components listed.



- 3.8 Business High Volume Calling Plan II, (Cont'd.)
  - 3.8.7 Usage Rates
    - (A) Monthly Minimum Commitment Option The usage rated defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

Monthly Minimum	Initial 18 Seconds	Each Additional 6 Seconds	Initial 18 Seconds	Each Additional 6 Seconds
\$ 50.00	\$0.0437(I)	\$0.01458(I)	\$0.0432(I)	\$0.01440(I)
\$ 200.00	\$0.0432(I)	\$0.01440(I)	\$0.0432(I)	\$0.01440(I)
\$ 500.00	\$0.0428(I)	\$0.01428(I)	\$0.0363(I)	\$0.01212(I)
\$ 1,000.00	\$0.0427(I)	\$0.01422(I)	\$0.0360(I)	\$0.01200(I)
\$ 2,500.00	\$0.0419(I)	\$0.01398(I)	\$0.0356(I)	\$0.01188(I)
\$ 5,000.00	\$0.0410(I)	\$0.01368(I)	\$0.0346(I)	\$0.01152(I)
\$10,000.00	\$0.0401(I)	\$0.01338(I)	\$0.0338(I)	\$0.01128(I)
\$15,000.00	\$0.0401(I)	\$0.01338(I)	\$0.0338(I)	\$0.01128(I)
\$20,000.00	\$0.0396(I)	\$0.01320(I)	\$0.0329(I)	\$0.01098(I)



- 3.8 Business High Volume Calling Plan II, (Cont'd.)
  - 3.8.7 Usage Rates, (cont'd.)
    - (B) Minimum Annual Commitment Option The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

	Switche	Switched Access		(D)	
MAC 1 Year Term**	Initial 18 Seconds	Each Additional Second	<b>(D)</b>	<b>(D</b> )	
\$ 600.00	\$0.0351	\$0.00197	(D)	(D)	
\$ 2,400.00	\$0.0348	\$0.00193	(D)	(D)	
\$ 6,000.00	\$0.0342	\$0.00190	(D)	(D)	
\$ 12,000.00	\$0.0324	\$0.00180	(D)	(D)	
\$ 30,000.00	\$0.0306	\$0.00170	(D)	(D)	
\$ 60,000.00	\$0.0288	\$0.00160	(D)	(D)	
\$120,000.00	\$0.0270	\$0.00150	(D)	(D)	
\$180,000.00	\$0.0258	\$0.00143	(D)	(D)	
\$240,000.00	\$0.0252	\$0.00140	(D)	(D)	

\*\*For Customers whose contract expired, please see Section 3.8.10 for rates.



- 3.8 Business High Volume Calling Plan II, (Cont'd.)
  - 3.8.7 Usage Rates, (cont'd.)

rates.

(B) Minimum Annual Commitment Option – The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times (continued).

	Switche	Switched Access		(D)	
MAC 2 Year Term**	Initial 18 Seconds	Each Additional Second	(D)	(D)	
\$ 600.00	\$0.0336	\$0.00187	(D)	(D)	
\$ 2,400.00	\$0.0330	\$0.00183	(D)	(D)	
\$ 6,000.00	\$0.0324	\$0.00180	(D)	(D)	
\$ 12,000.00	\$0.0306	\$0.00170	(D)	(D)	
\$ 30,000.00	\$0.0288	\$0.00160	(D)	(D)	
\$ 60,000.00	\$0.0270	\$0.00150	(D)	(D)	
\$120,000.00	\$0.0252	\$0.00140	(D)	(D)	
\$180,000.00	\$0.0240	\$0.00133	(D)	(D)	
\$240,000.00	\$0.0234	\$0.00130	(D)	(D)	

\*\*For Customers whose contract expired, please see Section 3.8.10 for



- 3.8 Business High Volume Calling Plan II, (Cont'd.)
  - 3.8.7 Usage Rates, (cont'd.)
    - (B) Minimum Annual Commitment Option The usage rates defined below are applicable for Direct Dial inbound and outbound usage, and Calling Card. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times (continued).

	Switched Access		(D)	
MAC 3 Year Term**	Initial 18 Seconds	Each Additional Second	(D)	(D)
\$ 600.00	\$0.0330	\$0.00183	(D)	(D)
\$ 2,400.00	\$0.0312	\$0.00173	(D)	(D)
\$ 6,000.00	\$0.0306	\$0.00170	(D)	(D)
\$ 12,000.00	\$0.0288	\$0.00160	(D)	(D)
\$ 30,000.00	\$0.0270	\$0.00150	(D)	(D)
\$ 60,000.00	\$0.0252	\$0.00140	(D)	(D)
\$120,000.00	\$0.0234	\$0.00130	(D)	(D)
\$180,000.00	\$0.0222	\$0.00123	(D)	(D)
\$240,000.00	\$0.0216	\$0.00120	(D)	(D)

\*\*For Customers whose contract expired, please see Section 3.8.10 for rates.

3.8.8 Toll Free Calling Card Surcharge

Under High Volume Calling Plan II, the Calling Card service charge is \$0.50 per call when the Customer utilizes the toll free number printed on the card.



#### 3.8 Business High Volume Calling Plan II, (Cont'd.)

- 3.8.9 Cancellation of Term Plan
  - (A) Customer Cancels MAC has been met:

If the Customer cancels a term plan in the last year of that term plan and the Customer has met the MAC for that year, no term plan early termination fee applies.

(B) Customer Cancels – MAC has not been met:

If the Customer cancels a term plan and the MAC has not been met for the current year or for any additional years remaining in the term plan agreement, the early termination fee is equal to 50% of the unmet MAC for each of the additional years remaining on the term plan agreement.

MACs, MMCs, and Term Plan Agreements
Customers that subscribe to this service and who wish to: (1) change MAC or MMC; (2)
change the length of their term; or; (3) change to another High Volume Calling Plan;
customers must cancel their current term plan agreement and sign a new term plan
agreement with new begin/end dates unless otherwise indicated in this Tariff.
The Company will not charge an early termination fee and/or under utilization fee
(ETF/UUF) when a Customer cancels an existing term plan agreement with a MAC if at the same time the Customer agrees to replace some or all of their existing service with

Internet Protocol (IP) service, Wireless, or any functionally equivalent service from an Affiliate of the Company for the purpose of placing outbound and/or inbound live voice

3.8.10 Term Renewal

If the customer does not choose to renew the Business High Volume Calling Plan at the end of the 1, 2 or 3 year term, the customer will be automatically changed to the Business default rates below.

	Switched Access		
MAC	Initial 18 Seconds	Each Additional Second	
\$ 600.00	\$0.0790	\$0.0044	
\$ 2,400.00	\$0.0760	\$0.0042	
\$ 6,000.00	\$0.0754	\$0.0042	
\$ 12,000.00	\$0.0716	\$0.0040	
\$ 30,000.00	\$0.0679	\$0.0038	
\$ 60,000.00	\$0.0614	\$0.0034	
\$120,000.00	\$0.0576	\$0.0032	
\$180,000.00	\$0.0542	\$0.0030	
\$240,000.00	\$0.0538	\$0.0030	



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#### **SECTION 4 - MISCELLANEOUS SERVICES**

#### 4.1 Directory Assistance

A Directory Assistance charge of \$1.25 per call applies to all intrastate calls made from points within the State of Kentucky.

#### 4.2 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

#### 4.3 Return Check Charge

A return check charge of \$25.00 or 10% of the insufficient check amount (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e., local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Commission regulations.



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

#### 5.1 **Promotional Offerings - 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, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions must be approved by the KPSC and shall be made available to all similarly situated Customers in the target market area.

#### 5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

#### 5.3 Customer Satisfaction Guarantee

New Customers of SNET America, Inc. d/b/a AT&T Long Distance East will be given a 90 day Customer Satisfaction Guarantee. The Company will convert the Customer back to the Customer's original carrier of choice, should the Customer not be satisfied with SNET America, Inc. d/b/a AT&T Long Distance East service during the first 90 days from the date of transfer of service. This guarantee is only valid for Customers who are in good standing with SNET America, Inc. d/b/a AT&T Long Distance East and want to be converted back to their original carrier. Customers that want to be converted to a carrier other than their original carrier must do so at their own cost. The Customer will still be responsible for the payment of any and all charges associated with the service provided by SNET America, Inc. d/b/a AT&T Long Distance East.

#### 5.4 Competitive Response Promotion

In order to acquire or retain customer, the Company will match certain offers made by other interexchange carriers/resellers where the customer can demonstrate to the Company's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services



# SECTION 6 – GRANDFATHERED SERVICES

#### 6.1 Reserved for future use

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SNET America, Inc. d/b/a AT&T Long Distance East

SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

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# SECTION 6 – GRANDFATHERED SERVICES, (CONT'D.)

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