SNET America, Inc. d/b/a AT&T Long Distance East's West Virginia Tariff No. 1 replaces in its entirety SNET America, Inc. d/b/a SBC Long Distance East's West Virginia Tariff No. 1.

RESALE TARIFF OF

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

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications offered by SNET America, Inc. d/b/a AT&T Long Distance East between points within West Virginia.

# TABLE OF CONTENTS

Title Page	
	(O)
Table of Contents2	
Tariff Format	
Symbols	
Application of Tariff5	
Section 1 - Terms and Abbreviations6	
Section 2 - Rules and Regulations 9	
Section 3 - Description of Service & Rates	
Section 4 - Miscellaneous Services 41	
Section 5 - Promotions	
Section 6 - Grandfathered Services	

Issued: October 21, 2013

Issued by:

## TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- 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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1(A)
  - 2.1.1(A)(1)
  - 2.1.1(A)(1)(a) 2.1.1(A)(1)(a)(I)
  - 2.1.1(A)(1)(a)(I)2.1.1(A)(1)(a)(I)(i)
  - 2.1.1(A)(1)(a)(I)(i)(1)

(O) | | | | | (O)

Issued: October 21, 2013

Issued by:

Carol Paulsen, Director Regulatory

Effective: November 12, 2013

## TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- 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 sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2 2.1 2.1.1 2.1.1(A) 2.1.1(A)(1) 2.1.1(A)(1)(a) 2.1.1(A)(1)(a)(I) 2.1.1(A)(1)(a)(I) 2.1.1(A)(1)(a)(I)(a)(I)
  - 2.1.1(A)(1)(a)(I) 2.1.1(A)(1)(a)(I)(i) 2.1.1(A)(1)(a)(I)(i)(1)
- D. Check Sheets When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

# SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) Indicates a change in text or regulations.
- (D) Indicates a decrease in rates.
- (I) Indicates an increase in rates.
- (M) Indicates material moved.
- (O) Indicates omissions.
- (T) Indicates temporary rates and/or surcharges.

# APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by SNET America, Inc. d/b/a AT&T Long Distance East within the State of West Virginia.

Issued by:

#### SECTION 1 - TERMS AND ABBREVIATIONS

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.

(O) | (O)

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.

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.

(O)

(O)

## SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

(O)

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.

(O)

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.

MAC - Minimum Annual Commitment.

Issued by:

MMC - Minimum Monthly Commitment.

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

P.S.C. W. Va - Public Service Commission of West Virginia.

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

(O)

Issued: January 25, 2011 Effective: March 1, 2011

P.S.C. W.Va. Tariff No.1 1st Revised Page No. 8 Cancels Original Page No. 8

# SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

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.

(O)

(O)

Issued: May 29, 2014 Effective: July 1, 2014
Issued by: Linda Guay, Director Regulatory

#### SECTION 2 - RULES AND REGULATIONS

## 2.1 Undertaking of the Company

The Company's services and facilities are furnished for intrastate communications originating at specified points within the state of West Virginia under terms of this tariff. Intrastate service is offered in conjunction with interstate service.

SNET America, Inc. d/b/a AT&T Long Distance East installs, operates, and maintains the communications services provided hereinunder 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 network. 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 hours per day, seven 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 and subject to the provisions of this tariff.
- 2.2.3 SNET America, Inc. d/b/a AT&T Long Distance East 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.
  - The Company does not offer to process local emergency calls, "911" or "0" calls. Such calls are 2.2.5 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.

- Liabilities of the Company 2.4
  - 2.4.1 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 (including services and facilities involved in emergency calling activity) 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, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

- 2.4 Liabilities of the Company, (Cont'd.)
  - 2.4.2 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 caused by negligence of the Company.
  - 2.4.3 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.
  - 2.4.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the Customer for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.5 Deposits

Issued by:

Deposits are not collected by the Company.

### 2.6 Advance Payments

The Company will not collect advanced payments from its Customers in West Virginia.

#### 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.

## 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

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 SNET America, Inc. d/b/a AT&T Long Distance East. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company or other authorized entity). Terms of payment shall be according to the rules and regulations of this tariff and subject to the rules of regulatory agencies, including the P.S.C W.Va. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### 2.11 Cancellation by Customer

Customer may cancel service by providing written notice to the Company. The Company shall take immediate action to cancel service upon receipt of the cancellation notice. The Customer may discontinue use of the Company's service at any time by dialing the access code of another long distance carrier and using the other carrier's service.

## 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 SNET America, Inc. d/b/a AT&T Long Distance East's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

#### 2.13 Refusal or Discontinuance by Company

SNET America, Inc. d/b/a AT&T Long Distance East may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given five (5) day's written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.13.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.13.4 For non-compliance 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.
- 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, except in extreme cases.
- 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.

- 2.13 Refusal or Discontinuance by Company, (Cont'd.)
  - 2.13.7 Without notice in the event of tampering with the equipment furnished and owned by the Company.
  - 2.13.8 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.
  - 2.13.9 For failure of the Customer to make proper application for service.
  - 2.13.10 For Customer's breach of the contract for service between the Company and the Customer.
  - 2.13.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company 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.

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

The Company 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. Such promotions will be filed with the P.S.C. W.Va. in this Tariff on not less than thirty (30) days notice.

#### 2.16 Credit Allowances for Interruption of Service

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.

### 2.17 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.

### 2.18 Portability of 800 Numbers

The Company will participate in porting 800 numbers only if the account balance is zero and all charges incurred as a result of the 800 number have been paid.

#### 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.

- (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.

- 2.19 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)
      - (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 under-utilization 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 under-utilization 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 underutilization charge applies. The under-utilization 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 under-utilization 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

#### MAC (A)

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.

P.S.C. W.Va. Tariff No.1 1st Revised Page No. 21 Cancels Original Page No. 21

# SECTION 3 - DESCRIPTION OF SERVICE & RATES

## 3.1 General

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

Issued: January 25, 2011 Effective: March 1, 2011

#### 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*	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING	RATE PERI	OD OR OFF	PEAK RATE	PERIOD		EVE
11:00 PM TO 8:00 AM* NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD							
* 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.

#### 3.4 Calculation of Distance

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations.

(O)

| | (O)

Issued: January 25, 2011 Effective: March 1, 2011
Issued by: Carol Paulsen, Director Regulatory

#### 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 access lines and sub-minute timing of calls. Outbound calling and inbound AT&T Long Distance Toll Free<sup>SM</sup> Service are offered under this plan.

(C/O)

Calls originate and terminate on Switched Access 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.

#### 3.6.2 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) \$22.50

(C/O)

(O)

If the monthly outbound usage or outbound and inbound usage charges combined equal or exceeds the MUC in a billing period, the MUC will not apply. If the monthly outbound usage or outbound and inbound usage charges combined 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.

Only one minimum usage charge will apply when a Customer subscribes to both AT&T Long Distance Toll Free<sup>SM</sup> Service and MTS.

## (B) Per-Minute Usage Rate

	<b>Initial Minute</b>	<b>Additional Minute</b>
Day	\$0.4700	\$0.3800
Evening	\$0.3400	\$0.2630
Night/Weekend	\$0.2500	\$0.1900

Issued: May 29, 2014 Effective: July 1, 2014

P.S.C. W.Va. Tariff No.1 3rd Revised Page No. 26 Cancels 2nd Revised Page No. 26

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

3.6 Plan A, (Cont'd.)

3.6.3 Reserved for Future Use

(C/O)

(O)

(O)

Issued: May 29, 2014 Effective: July 1, 2014

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

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

This Service 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 West Virginia. All calls are billed in one minute increments and are subject to a minimum billing of one minute.



(T)

# Per-Minute Usage Rate

Night/Weekend

\$0.2500

	<b>Initial Minute</b>	<b>Additional Minute</b>
Day	\$0.4700	\$0.3800
Evening	\$0.3400	\$0.2630

\$0.1900

Issued: December 6, 2013 Effective: January 13, 2014

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

Issued by:

3.6.4 AT&T Long Distance Toll Free<sup>SM</sup> Service (cont'd)

(C)

Monthly Service Fees, per service group:

(C)

Switched Access

\$ 5.00

This monthly service 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

(C) (O)

(A) Reserved for future use

P.S.C. W.Va. Tariff No.1 2nd Revised Page No. 29 Cancels 1st Revised Page No. 29

# 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)

(C)

(B) Reserved for future use

3.6	Plan A,	(Cont'd.)
2.0	1 1411 / 1,	(Com a.

3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd)

(C)

- (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>

(T)

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

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

## Nonrecurring Charges:

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
3-99 Routing Plans	\$ 50.00

Issued: October 21, 2013

<sup>&</sup>lt;sup>1</sup> This optional feature is no longer available to: (a) new Customers; (b) existing Customers at new locations; or (c) on new toll free numbers effective November 12, 2013. Existing customers may retain current enhanced routing features but adds, moves, or changes will not be permitted. (N)

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

Issued by:

3.6.5 AT&T Long Distance Toll Free<sup>SM</sup> Service - Optional Features (cont'd)

(C)

(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)

(C)

(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 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.

(O)

Issued: May 29, 2014 Effective: July 1, 2014
Issued by: Linda Guay, Director Regulatory

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

- 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.

Issued: April 17, 2006 Effective: May 5, 2006

(O)

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

- 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. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

	Switched Access	
Monthly Minimum	Initial 18 Seconds	Each Additional 6 Seconds
\$ 50.00	\$0.0437	\$0.01458
\$ 200.00	\$0.0432	\$0.01440
\$ 500.00	\$0.0428	\$0.01428
\$ 1,000.00	\$0.0427	\$0.01422
\$ 2,500.00	\$0.0419	\$0.01398
\$ 5,000.00	\$0.0410	\$0.01368
\$10,000.00	\$0.0401	\$0.01338
\$15,000.00	\$0.0401	\$0.01338
\$20,000.00	\$0.0396	\$0.01320

Issued by:

(O)

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

- 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. The usage rates applicable to the Business High Volume Calling Plan II, all days, all times.

MAG	Switched	d Access
MAC 1 Year Term**	Initial 18 Seconds	Each Additional Second
\$ 600.00	\$0.0354	\$0.00197
\$ 2,400.00	\$0.0348	\$0.00193
\$ 6,000.00	\$0.0342	\$0.00190
\$ 12,000.00	\$0.0324	\$0.00180
\$ 30,000.00	\$0.0306	\$0.00170
\$ 60,000.00	\$0.0288	\$0.00160
\$120,000.00	\$0.0270	\$0.00150
\$180,000.00	\$0.0258	\$0.00143
\$240,000.00	\$0.0252	\$0.00140

<sup>\*\*</sup>For Customers whose contract expired, please see Section 3.8.10.

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

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

3.8.7 Usage Rates, (cont'd.)

(B) (continued)

(C/O)

(O)

(O)

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

<sup>\*\*</sup>For Customers whose contract expired, please see Section 3.8.10.

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

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

## 3.8.7 Usage Rates, (cont'd.)

(B) (continued)

(C/O) (O)

(O)

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

## 3.8.8 Reserved for Future Ue

(C/O)

(O)

(O)

<sup>\*\*</sup>For Customers whose contract expired, please see Section 3.8.10.

(N)

(C)

(C)

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

#### 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.

(C) 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. (N)

(D) 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 communications outside of the customer's local calling area

### 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 out of term rates defined below.

	Switched	d 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

<sup>\*\*</sup>For Customers whose contract expired, please see Section 6.1.5(B)(4).

Issued: December 6, 2013 Effective: January 13, 2014

Issued by:

### SECTION 4 – MISCELLANEOUS SERVICES

#### 4.1 Directory Assistance

Directory Assistance is available to Customers of SNET America, Inc. d/b/a AT&T Long Distance East Service. A Directory Assistance charge applies 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.

Directory Assistance, Per Call: \$0.75

#### 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 \$15.00 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 West Virginia law and P.S.C. W.Va. regulations.

Issued: April 17, 2006 Effective: August 1, 2008

#### 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 P.S.C. W. Va 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.

Issued: April 17, 2006 Effective: May 5, 2006

P.S.C. W.Va. Tariff No.1 1st Revised Page No. 43 Cancels Original Page No. 43

(O)

(O)

# SECTION 6 – GRANDFATHERED SERVICES

Reserved for future use 6.1 (C)

Issued: January 25, 2011 Effective: March 1, 2011 Issued by:

(O)

| | | | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | | |

(O)

(O)

| | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | |

(O)

| | | | | | | | | | | | | | | | |

(O)