

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

| | | |
|--------------------------------|---|------------|
| NOTICE OF BELLSOUTH |) | |
| TELECOMMUNICATIONS, INC. TO |) | CASE NO. |
| DISCONNECT SMART-TEL |) | 2004-00022 |
| COMMUNICATIONS FOR NON-PAYMENT |) | |

O R D E R

On January 20, 2004, BellSouth Telecommunications, Inc. ("BellSouth") provided written notice to the Commission of its intent to disconnect Smart-Tel Communications ("Smart-Tel") for nonpayment of bills. BellSouth asserts the unpaid amount is \$5,929.12, all of which is for services provided in Kentucky. BellSouth plans to discontinue services to Smart-Tel if payments are not received. Disconnection of Smart-Tel services will affect approximately 51 Kentucky customers.

BellSouth requests authorization to invoke the Emergency Service Continuity Tariff approved by this Commission on May 20, 2003 in Case No. 2002-00310.¹ Invoking this tariff is necessary only if Smart-Tel has not notified its end-users of the service disconnection. If the Emergency Service Continuity Tariff is invoked, BellSouth will continue to provide telephone service to Smart-Tel's customers for a minimum of 14 days after Smart-Tel ceases to operate.

¹ Case No. 2002-00310, Customer Billing and Notice Requirements for Wireline Telecommunications Carriers Providing Service in Kentucky.

The Commission, having reviewed BellSouth's notice and having been otherwise sufficiently advised, HEREBY ORDERS that:

1. Smart-Tel shall notify the Commission within 7 calendar days of the date of this Order of its intent to pay the delinquent bill to BellSouth by February 2, 2004, or, in the alternative, of its intent to notify its end-users of the proposed service disconnection. Such written comments shall include a copy of Smart-Tel's customer notice and an affidavit indicating when the notice was mailed and the number of Kentucky customers to whom it was mailed.

2. A copy of BellSouth's notice of intent to disconnect Smart-Tel is attached hereto and incorporated herein.

3. If Smart-Tel has not responded as prescribed in Ordering Paragraph 1 within 7 calendar days of the date of this Order, BellSouth shall implement the procedures established in its Emergency Service Continuity Tariff.

4. A copy of this Order shall be sent by certified mail to Smart-Tel.

Done at Frankfort, Kentucky, this 22nd day of January, 2004.

By the Commission

(see document named "200400022_01222004apx.pdf" for appendix)

ATTEST:


Executive Director

Case No. 2004-00022



BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 410
Louisville, KY 40203

Joan Coleman@bellsouth.com
jcolemas@imcinc.com

Joan A. Coleman
Vice President
Regulatory & External Affairs

502-582-2167
Fax: 502-582-2140

January 19, 2004

Thomas M. Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40602-0615

Dear Mr. Dorman:

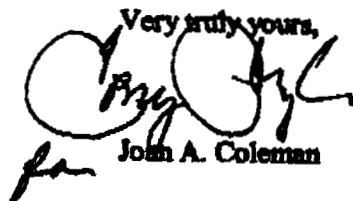
Pursuant to the Kentucky PSC's May 20, 2003 order in KY PSC Case No. 2002-0310, BellSouth is providing advance notice to the Kentucky Public Service Commission (PSC) of BellSouth's intent to disconnect Smart-Tel Communications for non-payment.

BellSouth's records indicate that Smart-Tel Communications is delinquent in payment of its bills to BellSouth in the amount of \$5,929.12. Attempts to collect past due amounts from Smart-Tel Communications have been unsuccessful. BellSouth made numerous written notifications to Smart-Tel Communications informing them of BellSouth's intent to suspend or terminate services consistent with the terms and conditions of the Resale Agreement between Smart-Tel Communications and BellSouth. Attached is BellSouth's last written notice to Smart-Tel Communications. On or about January 26, 2004, BellSouth will begin to discontinue services provided to Smart-Tel Communications if payments are not received by January 23, 2004. Disconnection of Smart-Tel Communications services will impact approximately 51 of its Kentucky customers.

Under terms of their Interconnection Agreement, Smart-Tel Communications is solely responsible for notifying its end users of the proposed service disconnection. BellSouth is copying Smart-Tel Communications, Inc. to remind them of their obligation to notify their end users of this situation regarding pending disconnection of services.

Should the Commission determine the need to invoke BellSouth's Emergency Service Continuity Tariff, BellSouth will take steps to notify the affected end users and inform them that they may continue to receive telecommunications services through The Emergency Services Continuity Plan for a minimum of fourteen (14) days and that the end user must transition to a new service provider.

Should you or the staff have any questions concerning this filing or need additional information, Mike Hayden, of my staff, is familiar with this matter and can be reached on (502) 582-8180.

Very truly yours,

John A. Coleman

cc: Smart-Tel Communications
Attn: Mr. Tony Ragland

Attachment

Attachment

January 8, 2004

Smart-Tel
Attention: Mr. Tony Ragland
2728 Scottsville Road
Suite 9
Bowling Green, Kentucky 42104

PLEASE REMIT PAYMENT TO:
BellSouth Network & Carrier Services
250 Williams Street
Suite 5010 NW
Atlanta, Georgia 30303

Dear Mr. Ragland:

Attempts to collect past due amounts from Smart-Tel have been unsuccessful and to date full payment has not been received. Smart-Tel's account is currently in default in the amount of \$4,312.90 and subject to disconnection. Pursuant to the Resale Agreement between BellSouth Telecommunications, Inc. and Smart-Tel consider this letter written notice that BellSouth will proceed with the discontinuance of existing services in Kentucky on January 15, 2004. Pursuant to the Agreement, it is Smart-Tel's responsibility to notify its end users of this impending disconnection.

In order to continue services, Smart-Tel must pay, in immediately available funds, the present undisputed balance in the sum of \$4,312.90 to BellSouth. Also, payments are expected for any current bills that may become due. If service is interrupted, full non-recurring charges will be applicable to reestablish service.

If you have questions regarding your account, please contact the Billing Operations Manager, Leisa Mangina, at (205) 714-7359.

Sincerely,

Original signed by Gary Patterson

Smart-Tel

Tony Ragland, Owner
2728 Scottsville Road, #9
Bowling Green, KY 42104
Trag012345@aol.com
(270) 791-0699

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 Notwithstanding the foregoing, BellSouth may provide Smart-Tel notice via Internet posting of price changes and changes to the terms and conditions of services available for resale per Commission Orders. BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

21. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency

Spear, Joyce (PSC)

From: Hutcherson, Susan G (PSC)
Sent: Friday, June 17, 2005 9:48 AM
To: Aldridge, Shannon R (PSC); Cline, Jeff D (PSC)
Cc: Spear, Joyce (PSC)
Subject: Smart-Tel and Smart-Tel Communications (fyi)

I have removed Tony Ragland/Smart-Tel from service list Adm. 372. No longer in business.

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... KEITH CARNES AT FLYNNS HAIR DESIGNERS, 1057 PEDIGO WAY BOWLING GREEN, KY, (270) 846-3886. LA NAILS, 2728 SCOTTSVILLE RD BOWLING GREEN, KY, (270) 783-8028. ...

localinfoonline.com/yellowpages/Cosmetology-Personal-Hygiene/KY/Bowling-Green-3k - Supplemental Result - [Cached](#) - [Similar pages](#)

[\[PDF\] Smart-Tel 2003 Re-Negotiation](#)

File Format: [PDF/Adobe Acrobat](#) - [View as HTML](#)

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Re-Negotiation Table of Contents General Terms & Conditions Att 1 - Resale ...

162.114.3.165/PSCICA/1998/1998-353/00303-AM_080403.pdf - Supplemental Result - [Similar pages](#)

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... CELLULAR STORE THE, 2425 SCOTTSVILLE RD 42104, (270) 796-8001. KENTUCKY CELLULAR, 2728 SCOTTSVILLE RD 42104, (270) 846-1349. STRAIGHT ...

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