

Discount Communications

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 1

LOCAL EXCHANGE SERVICES

Discount Communications

Rates, Rules and Regulations for Furnishing of Services Within Kentucky

KENTUCKY PSC TARIFF NO. I

This tariff contains the descriptions, regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Discount Communications ("Discount") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

**PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)**

Effective

BY: Stephan O. Bull
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 2

LOCAL EXCHANGE SERVICES

CHECK SHEET

The following pages are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

Page	Revision No.	Page	Revision No.
1	Original	33	Original
2	Original	34	Original
3	Original	35	Original
4	Original	36	Original
5	Original	37	Original
6	Original	38	Original
7	Original	39	Original
8	Original	40	Original
9	Original	41	Original
10	Original	42	Original
11	Original	43	Original
12	Original	44	Original
13	Original	45	Original
14	Original	46	Original
15	Original	47	Original
16	Original	48	Original
17	Original	49	Original
18	Original	50	Original
19	Original	51	Original
20	Original	52	Original
21	Original	53	Original
22	Original	54	Original
23	Original	55	Original
24	Original	56	Original
25	Original	57	Original
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 5999

**PURSUANT TO 807 KAR 5.011,
SECTION 9(1)**

Effective By: Stephan D Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 I

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 3

LOCAL EXCHANGE SERVICES

Title Page	1
Check Sheet	2
Table of Contents	3
Subject Index..	4
Explanation of Symbols..	5
Application of Tariff.....	6
Service Area	6
Undertaking of Company	7
Definitions	8
Terms and Conditions	18
Rates and Charges	39
Promotional Offerings	57

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan O. BOO
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

Effective

LOCAL EXCHANGE SERVICES

SUBJECT INDEX

<u>Subject</u>	<u>Page</u>
Allowances for Interruption in Service	37
Application of Service	36
Application of Tariff	06
Assignment	25
Billed Number Screening	55
Call Tracing	54
Cancellation of Application for Service	36
Cancellation of Service	34
Check Sheet.....	02
Custom Calling Services.....	45
Customized Number Services	54
Claims	21
Definitions	08
Deposits	33
Directory Assistance	49
Directory Listings	50
Discontinuance of Service	33
End User and FCC Common Line Charges	42
Explanation of Symbols	05
Failure to Establish Credit or Pay Deposit	33
Governmental Authorities	24
Installation, Testing and Maintenance	22
IntraLATA Toll Services	51
Joint Use Arrangements	38
Liability of the Company.....	18
Limitations of Credit Allowances	38
Line Hunting	56
Local Exchange Service Business.....	41
Local Exchange Service Residence	39
Moves, Adds and Changes.....	36
Non-Routine Installation.....	23
Obligations of the Customer	26
Operator Services.....	49
Ownership of Facilities	23
Payment for Service.....	30
Prohibited Uses	25
Promotional offerings	57
Provision of Equipment and Facilities.....	23
Remote Call Forwarding.....	53
Rights of Way	24
Selective Class of Call Screening	55
Service Area.....	06
Service Connection Charges	43
Services Provided by Other Companies	24
Subject Index	62
Table of Contents.....	03
Title Page	61
Toll Restriction	56
Undertaking of the Company	53
900/976 Call Blocking	53

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

Effective

BY: Stephan O Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

LOCAL EXCHANGE SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) To signify a "Change" in existing rate and/or regulation.
- (D) To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- (I) To signify a rate "Increase".
- (M) To signify matter "Moved/Relocated" within the tariff with no change to the material.
- (N) To signify "New" text, regulation, service, and/or rates.
- (R) To signify a rate "Reduction".
- (T) To signify a "Text change" in tariff, but no change in rate or regulation.
- (Z) To signify a correction.

The above symbols will apply ^{except} where additional symbols are identified at the bottom of an individual page.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
~~SECRETARY OF THE COMMISSION~~

LOCAL EXCHANGE SERVICES

A. APPLICATION OF TARIFF

1. This tariff applies to the furnishing of the Local Exchange Services defined herein by Discount Communications (Hereinafter referred to as the "Company" or "Discount"). Local Exchange Services are furnished for the use of end-users *in* placing and receiving local telephone calls within the local calling areas.
2. The provision of local exchange telecommunications service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
3. Discount Communications reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.
4. Discount Communications may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

B. SERVICE AREA

Local Exchange Service is provided in the Local Service Areas as defined by the exchange service area maps on file with the Kentucky Public Service Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5:011,
SECTION 8 (1)

Effective BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999

By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

LOCAL EXCHANGE SERVICES

C. UNDERTAKING OF THE COMPANY

- 1. The Company undertakes to provide the services offered in this tariff on the Terms and Conditions and at the rates and charges specified.

- 2. Service will be provided where facilities, billing capabilities and the resale of underlying network elements are technologically and/or economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.

- 3. The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the company's control.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

PURSUANT TO 807 KAR 5.011,
Effective SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

D. DEFINITIONS

- Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Access Lines

A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional Listing

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

ADO Location

A request made orally or in writing for telephone service.

Authorized User

A person, firm or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

Prepaid Service

Service on the basis of payment in advance for services provided.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)

Basic-Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Business Service

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 10

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)

Commission

The Public Service Commission of the State of Kentucky.

Company

Discount Communications

Continuous Property

Continuous property is defined as plot of ground, together with any buildings thereon, occupied by the customer, which is not separated by public thoroughfares or by property occupied by others.

Contract

The agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Effective BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)

Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

Demarcation Point

The point where company network services, usually a Network interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Director-v Listing

A publication is dominant LEC's alphabetical directory of information relative to a Customer's name or other identification and telephone number.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 3814 I

PURSUANT TO 807 KAR 5-011,
SECTION 9 (1)
Effective BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 12

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)

Exchange

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

Exchange Area

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

Increment

Units of measurement defined as minutes, messages or other units charged to a customer for use of service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

Effective

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)Interface

The term "Interface" denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the company.

Interface Equipment

Equipment provided by the company at the interface location to accomplish the direct electrical connection of facilities provided by the company with facilities provided by other than the company.

Joint User

A person, firm or corporation which is designated by the Customer as a user of Local Exchange Service furnished to the Customer and to whom a portion of the charges for the services will be billed under a joint user arrangement as specified herein.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC. No. 4.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

Effective **PURSUANT TO 807 KAR 5.011,
~~SECTION 9 (1)~~**
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 14

LOCAL EXCHANGE SERVICES

D. Definitions (Continued)

Local Calling

A communications between two access lines in the same exchange or zone or from an access line in one exchange or zone to another access line within another exchange or zone within its local calling area.

Local Calling Area

The geographic area throughout which a customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Local Exchange Company (LEC)

LEC refers to the dominant local exchange carrier in an area.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

Effective BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

LOCAL EXCHANGE SERVICES

D. **DEFINITIONS** (Continued)

Minimum Service Term

The minimum length of time for which a customer is obligated to pay for service, whether or not retained by the customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds' account closed, account frozen, no account.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Effective

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

D. DEFINITIONS (Continued)

Person

A natural person, firm, partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation

The point of demarcation is a point in a customer's circuit to which the telephone company is responsible for service and beyond which the customer is responsible for service.

Premises

The space occupied by a customer or authorized user in a building or buildings consisting of all space in the same building occupied by a customer and all space occupied by the same customer in different buildings of continuous property.

Premise Visit Charge

A charge applied when the location of reported trouble is found to be in customer-provided equipment and/or inside wiring.

Recurring Charges

The monthly charges paid by the customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

D. **Definitions** (Continued)

Residence Service

Service will be classified as Residence Service where the business use, if any, is merely incidental and where the major use is a social or domestic nature.

Service Central Office

The term "Service Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Service Connection Charge

The non-recurring charge a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the company's services executed by the customer and the company in the format devised by the company. The acceptance by the company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the customer designated premises would normally obtain dial tone from the company.

User

Any person who uses telecommunications services provided by the company under the jurisdiction of the Public Service Commission of the State of Kentucky

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS

- 1. Liability of the Company

.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section E.20. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

.2 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, tires, fire, flood or other catastrophes; any law, order: regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with the services the Company offers.

.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

- 1. Liability of the Company (Continued)

- .5 The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- .6 The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or persons(s), and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- .7 The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction of work.
- .8 The Company is not liable for any defacement or damage to the premises of a customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- .9 The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Effective

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan Bui
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

• 1. Liability of the Company (Continued)

- .10 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
- .11 The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- .12 The Company makes no warranties or representations, express or implied, either in fact or operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

2. Claims

The Company shall be indemnified and held harmless by customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

- 1. Claims of third parties, including patrons of customers of customers, arising out of, resulting from, or related to use of the services.
- 2. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
- 3. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
- 4. All other claims arising out of any act or omission of customer, or customers or patrons of customer, in connection with the services made available to customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

. 3. Installation. Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company.

Company will charge customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 0 1 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**4. - Provision of Equipment and Facilities**

Except as otherwise indicated, customer-provided station equipment at the customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for

- .1 The through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or
- .2 The reception of signals by customer-provided equipment; or
- .3 Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

5. Non-Routine Installation

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6. Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

Effective
PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**7. - Rights-of-Way**

Where economically feasible, Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with the acquiring the rights-of-way up to the point of entry to be the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at customer's location to the termination point where service is finally delivered to customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

8. Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

9. Governmental Authorizations

The provisions of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 5939

E. TERMS AND CONDITIONS (Continued)

10. Assignment

The Company may, without obtaining any further consent from customer, assign any rights, privileges or obligations under this tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, any attempt to make such an assignment transfer, disposition without consent shall be null and void.

11. Prohibited Uses

I.

The services the Company offers shall not be used for any unlawful purpose or for any use as to which customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by customer with respect thereto.

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company's offerings complies with relevant laws, regulations, policies, orders and decisions.

The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

12. Obligations of the Customer

.1 Customer Responsibilities

The customer shall pay all applicable charges as set forth in this tariff.

The customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space for which it is responsible for obtaining pursuant to Section E.7 above at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to customer and Company. Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in customer-provided conduit at any splice or junction box. No credit allowance under Section E.20 will be made for the period during which service is interrupted for such purposes.

The customer shall make available to Company such space, power, environmental conditioning and other resources at customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section E.7 above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)**12. Obligations of the Customer (Continued)****.1 Customer Responsibilities (Continued)**

Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage IS caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with the lease or other contractual obligations to which customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit customer to comply with its obligations hereunder.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

Effective PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan D. Rice
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)12. • Obligations of the Customer (Continued).2 Customer Equipment and Channels.1 In General

A customer may transmit or receive information or signals via the services provided by the Company.

.2 Station Equipment

Customer-provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

The customer, authorized user, or joint user, is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities or equipment of others shall be provided at the customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

12. Obligations of the Customer (Continued)

.2 Customer Equipment and Channels (Continued)

.1 Inspections

Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer-provided facilities, equipment and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

*

.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

13. - Payment for Service

.1 Payment and Collection of Charges

The customer is responsible for prepayment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the customer or any end users of the customer.

At such time as the Company or its agent(s) completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

Customer shall pay the amount(s) as specified in the tariff for the Services. Nonrecurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance. Variable recurring charges and other charges shall be paid as incurred.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

PURSUANT TO 807 KAR 5.011,
Effective SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

13. - Payment for Service (Continued)

.2 Service Date

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, Company shall notify customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

.3 Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Haycs
6647 Steeplechase
Memphis, Tennessee 38141

PURSUANT TO 637 KAR 5.011,
SECTION 9 (1)
Effective
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

13. - Payment for Service (Continued)

.4 Advance Payments

To safeguard its interests, the Company will require a customer to make an advance payment before services are furnished. The advance payment will be credited to the customer's service. The advance payment is in addition to a deposit.

.5 Minimum Service Term

Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

At the expiration of the initial term, service shall continue on a month-to-month basis at the then current rates unless terminate&by either party upon thirty (30) days notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

.6 Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

14. Deposits and Failure to Make Advance Payment

To safeguard its interests, before a service is provided, the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. Deposit does not relieve the customer of the responsibility of advance payment. If service is discontinued the amount of a deposit will be applied to the customer's account and any credit balance remaining will be refunded. Interest on the cash deposit will be paid at the rate established by the PSC. The Company may refuse service if advance payment is not made.

15. Discontinuance of Service

Upon non-payment of any amounts owing to the Company, the Company may, by giving five (5) days notice to the customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving ten (10) days prior notice to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

16. Cancellation of Service

.1 If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonably expended by the Company to establish service to the customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, and 3) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

.2 The Company may discontinue the furnishings of any and/or all service(s) to the customer without incurring any liability:

Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:

- .1 The customer refuses to furnish information to the Company regarding the customer's credit worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- .2 The customer provides false information to the Company regarding the customer's identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- .3 The customer states that it will not comply with a request of the Company for security for the payment of service(s), as specified in this tariff; or
- .4 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

PURSUANT TO 807 KAR 5011,
Effective SECTION 9 (1)
BY: Stephan Burt
SECRETARY OF THE COMMISSION

E. TERMS AND CONDITIONS (Continued)

16. Cancellation of Service (Continued)

.2 The Company may discontinue service(s) without incurring any liability: (Continued)

.6 The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:

.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or

.2 using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

.3 Any other fraudulent means or devices.

.7 Immediately upon written notice to the customer of any sum thirty (30) days past due;

.8 &mediately upon written notice to the customer, after failure of the customer to comply with a request made by the Company for security for the payment of service, as specified in this tariff; or

.9 Seven (7) days after sending the customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

(N) **17. Cancellation of Service Prepaid Customers**

- (N) Prepaid customers with one month's advance payment may be disconnected if
- (N) payment is not received within 2 1 days of their due date. Prepaid customers without
- (N) a month's advance payment will be billed on the 20th of the month and will be
- (N) disconnected if payment is not received by the 5th day of the following month.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

17. - Application for Service

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the customer. The Company may require a subscriber to sign an application form furnished by the Company to establish their credit to the satisfaction of the Company as a condition precedent to the initial establishment of such service.

18. Cancellation of Application for Service

Applications for service may be canceled at any time prior to notification by the Company that service is available for customers on or prior to the service date, whichever is later.

Where the Company incurs any expense in connection with applications for service, or where placement of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or provision of service.

The charges described above will be calculated and applied on a case-by-case basis.

19. Moves, Adds and Changes

Upon receipt of notice from customer, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge customer a non-recurring charge for such service. The Company may require a signed authorization from the customer for additions to or changes in the existing service or application.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

20. Allowances for Interruption in Service

A credit allowance will be given on a per-line basis for any period during which any line subscribed to by customer hereunder, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by customer hereunder and shall be expressly indicated on the next bill to customer.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the customer reports a service to be interrupted and releases it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four hour period shall be considered as one (1) interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

.1 Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes - 2 Hours & 59 Minutes	1/10 Day
3 Hours - 5 Hours & 59 Minutes	1/5 Day
6 Hours - 8 Hours & 59 Minutes	2/5 Day
9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 24 Hours & 59 Minutes	One Day

.2 Interruptions Over 24 Hours

Interruptions of more than twenty-four (24) hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

PUBLIC SERVICE COMMISSION

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

Effective
PURSUANT TO K.A.R. 5.011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

E. TERMS AND CONDITIONS (Continued)

21. - Limitations on Credit Allowances

- .1 No credit allowances will be made for:
- .1 Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- .2 interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user; or other common carrier providing service connected to the service offered by the Company;
- .3 Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
- .4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.
- .5 interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.
- .6 Interruptions of service due to circumstances or causes beyond the control of Company.

22. Joint Use Arrangements

Joint use arrangements will be permitted for all services offered pursuant to this tariff.

From each joint use arrangement, one member will be designated the responsible customer for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this customer. Without affecting the customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 I

Effective ~~PURSUANT TO 807 KAR 5.011,~~
SECTION 9 (1)
BY: Stephan O. Bull
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES

- Services are available to business and residence customers. The classification of service as business or residence is determined by the character of use of the service as stated in the Definitions Section of this tariff.

1. Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided. The individual access line also enables the customer to access the service of long distance carriers.

.1 Residence Service

Discount Communications offers residential customers a monthly flat rate for all their local calling needs. The residential customer is provided an individual access line and unlimited local calling within their local calling area. The local exchange calling area is defined in Discount Communications tariff, Section D.

.1 Monthly Charge Per Access Line

The Monthly Charge Per Access Line includes unlimited calling within the specified local calling area.

Monthly Charge Per Line • \$19.01

NOTE: (1) Rates and charges for prepaid customers are subject to a 50% surcharge.

(2) Rates and charges for any services provided will not exceed 300% of BellSouth approved tariff.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

Effective **PURSUANT TO 807 KAR 5.011
SECTION 8 (1)**
BY: Stephan O. Bull
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 40

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

1. Local Exchange Service (Continued)

.1 Residence Service (Continued)

.2 Zone Usage Charges (Reserved for Future Use)

Zone Usage Charges apply in addition to the Monthly Charge Per Access Line for calls outside the local calling area to the Zone calling area. The Zone _____ calling area is described in Discount Communications tariff, Section _____. Usage rates are billed in one-minute increments.

Peak Per Minute \$ _____
Off Peak Per Minute \$ _____

Time periods apply as follows:

Time Period	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00AM to but not including 5:00 PM*	Peak	Peak	Peak	Peak	Peak	Off-Peak	Off-Peak
5:00PM to but not including 8:00 AM*	Off-Peak	Off-Peak	Off-Peak	Off-Peak	Off-Peak	Off-Peak	Off-Peak

NOTE: Zone charges not applicable. Reserved for future use.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

Effective PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

1. **Local Exchange Service** (Continued)

.2 **Business Service**

Discount Communications offers business customers a monthly flat rate for all their local calling needs. The customer is provided an individual access line and calling within their local calling area.

The local exchange calling area is defined in Discount Communications tariff, Section D.

.1 **Monthly Recurring Charge**

A monthly recurring charge per access line includes unlimited calling within the specified local calling area.

Monthly Charge per Access Line \$48.65

.2 **Measured Usage Charges (Reserved for Future Use)**

The following Measured Usage Charges apply in addition to the Monthly Recurring Charge for local calling. Each call will be billed in an eighteen (18) second minimum. After the initial eighteen (18) seconds, calls will be billed in six-second increments.

Initial	18 Seconds	Additional 6 Seconds
Peak	\$ _____	\$ _____
Off-Peak	\$ _____	\$ _____

Time periods apply as follows:

Time Period	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00AM to but not including 5:00 PM*	Peak	Peak	Peak	Peak	Peak	Off-Peak	Off-Peak
5:00PM to but not including 8:00 AM*	Off-Peak	Off-Peak	Off-Peak	Off-Peak	Off-Peak	Off-Peak	Off-Peak

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

Effective SEP 01 1999
PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 42

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

1. Local Exchange Service (Continued)

.3 FCC Charge for Network Access

The following FCC Charge for network access applies to all customers:

(1) Business	\$3.50
(2) Residence	\$3.50
(3) PICC-Business	\$2.75
(4) PICC-Residence	\$.53

.4 LifeLine Service

As Required by Commission.

NOTE: All charges required by regulatory authorities, such as FCC network access, Emergency 9 11 Service, Subscriber Intrastate Line Charge, Relay Service, Hearing Impaired, or other such Charges, will be passed on to customers at same rate. Surcharge will not apply.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

**PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)**

**BY: Stephan D. Bell
SECRETARY OF THE COMMISSION**

Issued: January 3, 1999

Effective _____

By: Edward Hayes

6647 Steeplechase

Memphis, Tennessee 38141

F. RATES AND CHARGES (Continued)

2. Service Connection Charges

Service connection charges are non-recurring charges which apply to ordering, installing or changing of local telephone service. One or more Service Connection Charges may apply to each customer order depending upon the work functions performed.

.1 Description of Charges

.1 Service Order Charge - Applies to receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a customer establishes a new account.

.2 Record Order Charge - Applies to receiving, recording and processing information necessary to execute a customer's request where only the customer, company business office, directory or billing records are involved. This charge also applies to subsequent customer orders where no central office access work is necessary.

.3 Central Office Work Charge - Applies to the work associated with the establishment or changing of the line connection in the central office.

.4 Access Line Work Charge - Applies to performing work associated with the telephone line extending from the serving central office to the customer's premise. This includes, but it not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.

.5 Premise Labor Charge - Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 AM to 5 PM Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.

.6 Premise Visit Charge - Applies to each trip to the customer's premise for work performed or trouble identified on the customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 44

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

2. Service Connection Charges (Continued)

.1 Description of Charges (Continued)

.7 Primary inter-exchange Carrier Change Charge (PIC Change Charge) - Applies each time an end user changes primary inter-exchange carriers. This charge is designed to cover costs incurred to change primary inter-exchange carriers in the billing systems and switching systems.

.2 Rates

		<u>Non-Recurring Charges</u>	
		<u>Residence</u>	<u>Business</u>
.1	Service Order Charges	\$14.00	\$15.50
.2	Record Order Charges	\$12.00	\$14.00
.3	Central Office Work Charge	\$30.00	\$32.00
.4	Access Line Work Charge	\$13.50	\$36.00
.5	Premise Labor Charge (Per ¼ Hr)	\$27.75	\$29.00
.6	Premises Visit Charge (Per Visit)	\$23.75	\$29.00
.7	PIC Change Charge	N/A	N/A

NOTE:

(1) Rates and charges for prepaid customers are subject to a 50% surcharge.

(2) Rates and charges for any services provided will not exceed 300% of BellSouth approved tariff.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

Effective **PURSUANT TO 807 KAR 5.011,
SECTION 9(1)**
BY: Stephan Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

3. Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit Customers may subscribe to one or more of the following features:

.1 Features and Functions

.1 Call Forwarding Features

.1 Call Forwarding - Permits the customer to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operations at the customer's discretion.

.2 Busy Call Forwarding - Permits the customer to have all incoming calls automatically forwarded to a predetermined telephone number when the customer's line is busy.

.3 Delayed Call Forwarding - Permits the forwarding of incoming calls when the customer's line remains unanswered after a designated number of rings. The number of rings and the forwarded number are predetermined by the customer order.

.4 Busy Call Forwarding Extended - Forwards calls to a number outside the customer's local central office.

.5 Select Call Forwarding - Permits the customer to automatically forward (transfer) calls from up to ten customer pre-selected numbers to another telephone number and to restore it to normal operation at their discretion.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999

By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

~~PURSUANT TO 007 KAR 5.011,~~
SECTION 9 (1)
Effective BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

.3. Custom Calling Services (Continued)

.1 Features and Functions (Continued)

- .2 Call Waiting/Cancel Call Waiting - Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch-hook, to place the first call on hold and answer the waiting call. The customer may alternate between the two calls by operation of the switch-hook. Cancel Call Waiting allows a customer to disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Cancel Call Waiting is automatically deactivated when the customer disconnects from the call.
- .3 Three-Way Calling - Permits the customer to add a third party to an established connection on both outgoing and incoming calls.
- .4 Steed Calling - Permits the customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number. This feature is available as an eight code list or thirty code list.
- .5 Customized Ringing - Provides the customer with separate telephone numbers on one line, each with its own distinct ring. The designated primary number will receive a normal ringing pattern - other numbers will receive distinctive ringing patterns.
- .6 Repeat Dialing - Permits the customer to have calls automatically redialed when the first attempt reaches a busy number.
- .7 Call Screening - Allows the customer to designate up to ten (10) telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement indicating that calls are not being taken at this time.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO 807 KAR 5:011,
Effective SECTION 0 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 47

LOCAL EXCHANGE SERVICES

- F. **RATES AND CHARGES** (Continued)
- 3. **Custom Calling Services** (Continued)
 - .1 **Features and Functions** (Continued)
 - .8 **Special Call Acceptance** - Allows a customer to select up to twelve telephone numbers from which calls are to be received. All other calls originating from the customer's local exchange area are routed to an announcement informing the caller the customer is not accepting calls. Calls from outside the customer's exchange area will ring normally. Diverted callers will not be charged to IntraLATA toll calls.
 - .9 **Call Blocking** - Allows a customer to block incoming calls from a maximum of twelve (12) numbers. Blocked calls are routed to a recorded announcement which specifies that the called party is not accepting calls. Diverted callers will not be billed for Intra-LATA toll charges.
 - .10 **Call Return** - Allows the customer to return a call to the last incoming call whether answered or not.
 - .11 **Last Number Redial** - Allows the customer to automatically place a call to the last called number.
 - .12 **Caller ID** - Automatically displays the phone number, name, date and time of the caller on a display unit (purchased separately) at the time the call is received, enabling the customer to know who is calling before they pick up the phone. The Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Company's delivery or failure to deliver the telephone number of the calling party.
- (N) 13 **Memory Call** - Voice messaging service providing users with telephone answering and voice mail capabilities.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

**PURSUANT TO KY KAR 5:041,
SECTION 9 (1)**

Effective BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 48

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

3. - Custom Calling Services (Continued)

.2 Rates (Continued)

The following non-recurring and monthly recurring charges apply to custom calling services.

.1 Non-recurring Charges

	<u>Non-Recurring Charges</u>	
	<u>Residence</u>	<u>Business</u>
New or Change, Per Line	\$12.00	\$14.00

.2 Recurring Charges

(Z)

	<u>Recurring Charges</u>	
	<u>Resident</u>	<u>Business</u>
(C) (1) .1 Call Forwarding	\$3.75	\$5.00
(C) (1) .2 Call Waiting	\$3.75	\$5.00
(C) (1) .3 Three-Way Calling	\$3.75	\$5.00
(C) (1) .4 Speed Calling	\$3.75	\$5.00
.5 Customized Ringing	\$3.95	\$6.95
.6 Repeat Dialing	\$4.20	\$4.70
.7 Call Screening	\$4.00	\$4.50
.8 Special Call Acceptance	\$4.00	\$4.50
.9 Call Blocking	\$4.00	\$4.50
.10 Call Return	\$4.00	\$4.50
.11 Last Number Redial	\$4.00	\$4.50
(C) (1) .12 Caller ID Deluxe	\$7.50	\$9.00
.13 Touch Tone	\$0.85	\$2.10
(N) .14 Memory Call	\$7.50	\$9.00

Note: (1) Rates and charges for pre-paid customers are subject to a 50% surcharge.
(2) Rates and charges for any service provided will not exceed 300% of BellSouth approved tariff.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

PURSUANT TO 807 KAR 5011
SECTION 9 (1)

Effective SEP 01 1999
BY Stanley Bell
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 49

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

4. Operator Services

.1 Directory Assistance

Customers may obtain directory assistance in determining telephone numbers for a charge by calling the Directory Assistance (D. A.) Operator. A credit will be given for calls to Directory Assistance when the customer experiences poor transmission or is cut off during the call.

D. A. Charge Per Call - \$0.30

.2 Operator Services

Local and IntraLATA toll calls may be completed or billed with live or mechanized assistance by a Company operator. Calls may be billed collect to the called party, to an authorized third party number, to the originating line, or to a valid authorized calling card. Call Placement Charges, as well as applicable usage charges, apply to each call: Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party requests interruption, and, as such, both the Busy Verification and Emergency Interrupt charge will apply.

Call Replacement Charges

Customer Dialed (Automated) Calling Card	N/A
Operator Dialed Calling Card	N/A
Person-to-Person (including Collect, 3rd Party)	N/A
Station-to-Station (includes all other op. asst'd calls)	N/A
Third Party Station-to-Station	N/A
Operator Dialed Surcharge (applies to O-dialed calls)	N/A
Busy Verification	N/A
Emergency Interrupt	N/A

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

PURSUANT TO 807 KAR 5.011,
Effective SECTION 9(1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

5. Directory Listings

The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges.

Monthly Charge

		<u>Residence</u>	<u>Business</u>	
.1	Initial Listing-White Pages		No Charge	No Charge
.2	Additional Listing	\$1.05	\$1.55	
(C)(1).3	Non-Published Listing	\$3.75	\$4.25	

(N) **Note:** Rates and charges for prepaid customers are subject to a 20% surcharge.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

Effective
PURSUANT TO KY KAR 6011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 5 1

LOCAL EXCHANGE SERVICES

F. **RATES AND CHARGES** (Continued)

6. • **IntraLATA Toll Services**

NOTE: Separate Tariff for Toll Services on File with the Commission.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 52

LOCAL EXCHANGE SERVICES

F. **RATES AND CHARGES** (Continued)

6. **IntraLATA Toll Services** (Continued)

NOTE: Separate Tariff for Toll Services on file with the Commission.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

PURSUANT TO 807 KAR 5.011,
Effective SECTION 8 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 53

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

7. Miscellaneous Services

.1 900/976 Call Blocking Service

Calls to other telephone companies' caller-paid information services (e.g. 900, 976), etc. will be blocked by the Company's switch and will be offered at no charge in all exchanges where facilities and conditions permit. Customers will be charged to remove call blocking and to reinstall call blocking if so desired.

	<u>Non-Recurring Charge</u>
Call Blocking (Per Line)	No Charge
Remove Call Blocking (Per Line)	\$12.00
Reinstall Call Blocking (Per Line)	\$12.00

.2 Remote Call Forwarding

Remote Call Forwarding utilizes a telephone number and central office facilities to automatically forward all incoming calls, dialed to that telephone number, to another telephone number in the same exchange or in a different exchange. Applicable Service Connection Charges apply as set forth in Section F.2. of this Tariff in addition to the charge per month.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

PURSUANT TO KY KAR 5:011,
SECTION 9 (1)

Effect by: Stephen O. Boyd
SECRETARY OF THE COMMISSION

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

7. Miscellaneous Services (Continued)

.3 Call Tracing

Allows the customer to dial a code to automatically request that the Company record a caller's originating telephone number and date and time of call as well as the date and time of the customer-initiated trace. This information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes.

Charge Per Trace \$6.50

.4 Customized Number Service

Customized Number Service allows a customer to order a specified telephone number rather than the next available number and is furnished subject to the availability of facilities. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

Charge Per Number \$10.00

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

7. Miscellaneous Services (Continued)

.5 Selective Class of Call Screening

Selective Class of Call Screening enables a customer, by means of Operator identification, to restrict outgoing toll calls from station users to only those calls which are charged to the called telephone, a third number, or a calling card account and is available where facilities permit.

Monthly Rate Per Access Line -	Res.	\$2.00
	Bus	\$3.75

6. Billed Number Screening

Billed Number Screening is provided at the option of the Company. Billed Number Screening is a service which, through operator screening, prevents incoming collect and third number billed calls from being billed to the customer. Operator screening of incoming collect and third number billed calls is limited to operator service providers that access a validation data base and therefore, cannot be guaranteed.

Monthly Rate Per Access Line:	Res.	\$2.00
	Bus	\$3.75

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 1999

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 56

LOCAL EXCHANGE SERVICES

F. RATES AND CHARGES (Continued)

7. Miscellaneous Services (Continued)

.7 Line Hunting

Line Hunting is available to business customers and allows the customer to specify a hunting sequence or hunting arrangement for call distribution of incoming calls.

Monthly Charge Per Line \$9.00

.8 Toll Restriction

Provides a customer with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll restriction will not block the following types of calls to 911 emergency.

Monthly Charge Per Line \$3.00

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38141

Effective PURSBAND, JERRY RAY BOTT,
SECTION 9(1)
BY EDWARD HAYES
SECRETARY OF THE COMMISSION

DISCOUNT COMMUNICATIONS

KENTUCKY NO. 1
ORIGINAL PAGE 57

LOCAL EXCHANGE SERVICES

G. PROMOTIONAL OFFERINGS

- The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 01 1999

Issued: January 3, 1999
By: Edward Hayes
6647 Steeplechase
Memphis, Tennessee 38 14 1

Effective
PURSUANT TO KRS 100.011,
SECTION 9 (1)
BY: Stephen O. Bull
SECRETARY OF THE COMMISSION