COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE ELECTRIC AND WATER PLANT BOARD OF THE CITY OF FRANKFORT, KENTUCKY	)	
COMPLAINANT	)	
v.	)	CASE NO. 2004-00297
BELLSOUTH TELECOMMUNICATIONS, INC.	)	
DEFENDANT	)	

ORDER TO SATISFY OR ANSWER

BellSouth Telecommunications, Inc. ("BellSouth") is hereby notified that it has been named as defendant in a formal complaint filed on July 26, 2004, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, BellSouth is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 6th day of August, 2004.

By the Commission

ATTEST:

Executive Director

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUL 2 6 2004

PUBLIC SERVICE COMMISSION

In the Matter of:

The Electric and Water Plant Board Of the City of Frankfort, KY Complainant	)	
	)	Case No. 2004-00297
v.	)	
BellSouth Telephone Company Defendant	)	

FORMAL COMPLAINT

The Electric and Water Plant Board of the City of Frankfort, KY (Frankfort Plant Board), by counsel, for its formal complaint against BellSouth Telephone Company (BellSouth), pursuant to KRS 278.260, hereby states as follows.

1. The full name and address of the Frankfort Plant Board is The Electric and Water Plant Board of the City of Frankfort, KY, P.O. Box 308, 317 W. Second Street, Frankfort, KY 40602. Frankfort Plant Board is a facilities-based competitive local exchange company (CLEC) which provides local exchange service to its customers in the Frankfort and Franklin County Kentucky area.

2. The full name and address of BellSouth is BellSouth Telecommunications, Inc., 601 W. Chestnut Street, Louisville, KY 40203. BellSouth is an incumbent local exchange carrier (ILEC) which provides local telephone service in the Frankfort and Franklin County Kentucky area.

3. The facts supporting this complaint are set forth more fully below; but briefly, this complaint concerns BellSouth charging Frankfort Plant Board a "secondary service charge" from its General Exchange Services Tariff to establish directory listings for Frankfort Plant Board local telephone customers. The application of such charges is contrary to the interconnection agreement on file with the Commission, is a misapplication of the BellSouth tariff, and is contrary to previous Commission rulings.

APPLICABLE LAW

4. Pursuant to KRS 278.030, BellSouth must "furnish adequate, efficient and reasonable service..." Id. It may not demand unfair, unjust, and unreasonable rates for the services it renders. Id. At subsection (1) (providing, "Every utility may demand, collect and receive fair, just, and reasonable rates for the services rendered or to be rendered by it to any person." (emphasis added)). And, it may not discriminate in the rates charges for providing "a like and contemporaneous service under the same or substantially the same conditions." KRS278.170.

5. Pursuant to KRS 278.040, the Commission has jurisdiction "over the regulation of rates and service of utilities" within the Commonwealth, Id.

6. KRS 278.260, the Commission is vested with the express authority to investigate and remedy "complaint as to rates or service of any utility." Id.

7. Pursuant to KRS 278.040(3), the Commission may adopt, in keeping with KRS Chapter 13A, reasonable regulations to implement the provisions of KRS Chapter 278 and investigate the methods and practices of utilities to require them to conform to the laws of this state, and to all reasonable rules, regulations and orders of the commission not contrary to law.

STATEMENT OF THE FACTS

8. The Frankfort Plant Board (FPB) received a bill from BellSouth on October 23, 2003 which listed a series of $9.95 "other charges and credits" and associated $.60 "tax". No other explanation of the charge was provided on the bill. We subsequently determined that the charges were associated with the establishment of directory listings for telephone numbers that had been ported from BellSouth and also for FPB initiated telephone numbers. In accordance with BellSouth procedures for requesting billing adjustments, on October 29,

2003 the Frankfort Plant Board electronically filed a Billing Adjustment Request Form (BAR) to BellSouth disputing the charges (Exhibit 1). An electronic response was received from BellSouth indicating the dispute form had been received by BellSouth and would be investigated.

9. No further response came from BellSouth until a November 23, 2003 bill was received with additional "other charges and credits" for directory listings from the previous month. A few days later FPB received a notice from BellSouth dated November 28, 2003 indicating that the October 23 charges (which FPB had withheld pending resolution of the dispute) had not been received. The BellSouth noticed stated the following (Exhibit 2).

> "IF PAYMENT OF THIS AMOUNT IS NOT RECEIVED BY DECEMBER 15, 2003 REQUESTS FOR ADDITIONAL SERVICE WILL BE REFUSED. YOUR END USER'S SERVICE WILL BE INTERRUPTED UNLESS PAYMENT OF YOUR REGULATED CHARGES IS RECEIVED BY DECEMBER 30, 2003."

10. Having still received no response from BellSouth to its prior dispute form, on December 1, 2003, FPB filed a second dispute form for the "other charges and credits" from the November bill (Included with Exhibit 1). FPB called BellSouth on December 5, 2003 and requested a status on its billing dispute. FPB again called BellSouth on December 12, 2003 and again requested a status on its dispute. At that time FPB was verbally advised that its dispute had been rejected. The billed charges were described as secondary service charges that were applied because of the "transfer of responsibility" for the directory listings from BellSouth to FPB. Because BellSouth contends that the dispute had been resolved, FPB has paid all outstanding and current charges related to this issue to avoid interruption of service to its customers.

11. On May 4, 2004, at the request of FPB, representatives from BellSouth and the Frankfort Plant Board had a conference call to further discuss our contention that the application of the secondary service charge for "change of responsibility" is inappropriate. BellSouth agreed to further investigate this matter and provide a written response of its findings. On May 28, 2004 the attached letter was received from BellSouth indicting that it considered the charges to be appropriate. (Exhibit 3)

12. Notwithstanding the BellSouth response, FPB still maintains that a BellSouth secondary service charge should not apply for the following reasons.

A. **It is contrary to the explicit language of the interconnection agreement between BellSouth and the Frankfort Plant Board that has been approved by the Public Service Commission.** The interconnection agreement states that *"BellSouth shall provide to FPB one primary White Page listing per FPB subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs."* (paragraph 4.2) The BellSouth Kentucky General Exchange Tariff for Directory Listings (tariff reference: A.6.1,E.) says that one listing is furnished without extra charge. <u>The tariff contains no service order charge to establish an initial directory listing for BellSouth customers</u>. The situations in which "applicable service charges" referenced in the interconnection agreement might apply are clearly defined in the BellSouth tariff. The tariff states that a *"Secondary Service Charge, as specified in Section A4 of this Tariff, applies when an order is issued solely to add or change a directory listing"*. (tariff reference A6.1.1,I.) Contrary to this tariff regulation, BellSouth is charging the secondary service charge to FPB for ported telephone numbers where there is no add or change at all in the customer directory listing. If BellSouth had planned to bill a charge that was not standard practice in the tariff referenced by the interconnection agreement it should have been clearly stated so in the interconnection

agreement. A basic premise of contract law is that the originator of a contract (BellSouth) bears the responsibility to ensure that all applicable charges are clearly stated. BellSouth has failed to meet its obligation to do in this case.

B. **The Secondary Service Charge was not approved by the Public Service Commission for this application.** Section A4.2.4 of the BellSouth Kentucky General Exchange Tariff provides the conditions under which a secondary service charge may appropriately be applied. The 'transfer of responsibility" contemplated by the tariff refers to one end user assuming responsibility for a directory listing from another end user. No other explanation is reasonable, since the Kentucky Public Service Commission last approved this tariff reference on November 1, 1995, four months before the 1996 Telecom Act became law. For BellSouth to arbitrarily employ this secondary service charge as a miscellaneous additional charge billed only to competitive local exchange companies (CLECs) is contrary to the original intent of the tariff charge approved by the Commission. CLECs, which did not exist at the time this tariff was approved, have not been provided the due process opportunity to review or comment on the reasonableness of such a charge. A regulated monopoly provider of a service such as directory assistance should not have the discretion to charge whatever they feel like without due process.

C. **The application of a secondary service charge is contrary to the Commission Order in Case No. 2001-045.** In its Order, the Commission discussed the application of this secondary service charge in the case initiated by a BellSouth local telephone reseller (SouthEast Telephone). The Commission Order states that "BellSouth should impose these charges upon SouthEast and its customers in exactly the same manner and under exactly the same circumstances applicable to charges imposed upon its own customers. If BellSouth waives the charge for its own

customers, BellSouth must waive it for SouthEast." The attached BellSouth mailer sent to FPB customers clearly states that if an existing FPB local telephone service customer chooses to move to BellSouth, that BellSouth will *"waive your local service connection fee and give you $100 cash back."* In other words, if a customer moves from BellSouth to FPB local service a $9.95 fee applies to "change responsibility" for a directory listing. If the same customer moves from FPB to BellSouth local service, not only does the $9.95 fee not apply; the customer gets reimbursed $100. This is clearly discriminatory, anti-competitive, and contrary to the specific direction of the Commission Order in Case No. 2001-045.

D. **There is no cost basis for the charge.** The Commission Order in Docket 2001-045 also referenced BellSouth's assertion that the secondary service charge is *"an administrative processing charge for changes to existing accounts".* Particularly in the case of a ported telephone number there is no change to any existing account. BellSouth is not doing anything to the customer's listing. FPB simply notifies BellSouth of the fact that there is to be no change to the customer listing. A directory listing for John Doe at 555-2345 in the BellSouth directory will not change when he ports his number from BellSouth to FPB local service. That same John Doe has been paying a monthly number portability charge to BellSouth for several years to be provided the capability of doing exactly that. To now require an additional $9.95 for BellSouth to do nothing is unfair to that customer and nothing more than an effort to discourage competition. Furthermore, BellSouth is presumably well compensated when it provides these customer listings to other companies and the value of the directory listings it produces is dependent on its completeness. It is of benefit to BellSouth to have as many CLEC listings as possible included in the directory. There is no cost justification for an additional $9.95 charge.

The above BellSouth tariff pages and interconnection agreement pages referenced above are included as Exhibit 4.

WHEREFORE, For the above reasons the Frankfort Plant Board respectfully requests that the Commission take the following actions.

1. Order BellSouth to cease application of a secondary service charge for change of responsibility applicable to directory listings.
2. Order BellSouth to immediately refund to FPB together with penalty and interest all such charges that were billed and paid by FPB to BellSouth in the past.
3. Grant FPB any and all other legal and equitable relief to which it is entitled.

Respectfully submitted,

Robert A. Bowman
Hobson and Bowman
222 West Main Street
Frankfort, Kentucky 40601
(502) 227-7400

COUNSEL TO FRANKFORT ELECTRIC AND WATER PLANT BOARD

BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Carrier Dispute Section:

1. * Date 2003-10-29 (yyyy-mm-dd):	2. * New Dispute (Yes/No): ☒ Yes ☐ No	3. * Carrier Claim/Audit Number: FPB1003 Carrier Name: Frankfort Plant Board

4. * Select Service Type: ☐ Switched Access ☐ Special Access ☒ Interconnection ☐ UNE ☐ PIC-C ☐ Equal Access ☐ Resale ☐ Collocation ☐ LNP

5. * Carrier (IXC) ACNA/CLEC/OCN: 0706	6. * BAN/Q Account:502 Q93-9209 209
7. * End User Telephone Number (If Q Account): 502 223-0688 / all others	8. * BellSouth Circuit number(s) (If Applicable): Not Applicable

9. * Amount Disputed: $1023.35	10. ☐ Recurring Charges	11. ☒ NonRecurring Charges	12. * Bill Dates/Invoice Dates: 10/23/2003 **or** From: & To: Dates (yyyy/mm/dd)

13. Amount Withheld from Bill: $1023.35	14. * # BAN Number(s)/Q Account(s) Short Paid: 502 Q93-9209 209

15. * Reason Amount Is In Question ***(Tariff or Contract Reference as appropriate):*** {Continue on second page if needed}

The FPB/BellSouth Interconnection Agreement provides for white page listings at "no charge other than applicable service order chargesas set forth in BellSouth's tariffs"

The BST Gen Svcs Tariff contains no service order charge to establish directory listings

☐ Attached, is a marked-up copy of the page(s) on which the questioned item(s) appears:

Additional Information (i.e. page number(s), item number(s) on bill etc.)

☐ Attached, is a Spreadsheet listing dispute details, this is required for Mass Disputes.

Select Mass Dispute Type: ☐ MRC ☐ OCC ☐ USG ☐ LPC ☐ TAX

This type of dispute must be submitted via the dispute templates found on the following URL.
http://www.interconnection.bellsouth.com/forms/billing&collections.html

(Note: Only one dispute type may be submitted per Audit Number on the BAR RF1461 Form.)

Disputing Carrier Contact Section:

16. Name: Ed Hancock	17. e-mail: ehancock@fewpb.com
18. Telephone #: 502-352-4330	19. (Area Code) Fax #:502-352-9126

20. Address: 220 Steele St P.O. Box 308 Frankfort, KY 40601

BellSouth Dispute Receipt Acknowledgement Section:

21. Date (yyyy-mm-dd)	22. BellSouth Audit Number:	23. Contact Number: Contact Name:

Dispute Rejection Section:

☐ Dispute Rejected See Field # 33 For Explanation:

Billing Adjustment Response Section:

24. $ Amount Disputed:	25. $ Credit:	26. $ Debit	27. $ Denied:	28. $ Additional Credit:	29. $ Additional Debit:

30. $ Net Credit / Debit:	31. Invoice or Bill Adjustment will appear: Bill Section Adjustment will appear: (OCC, MRC etc.)

32. BAN Number(s) Q Account(s) Credit/Debit Applied To:

33. Explanation - {Continue on second page if needed}:

34. Service Rep Name: 35. Telephone #:	36. Fax #: 37. Date: (yyyy-mm-dd):

38. BellSouth considers this dispute resolved; if we do not hear from you within 5 business days we will consider this dispute closed and concurred. "All UN-Disputed Monies Are Now Due."

- **Indicates this is a required field see list of field descriptions.**

This form may be found at: http://www.interconnection.bellsouth.com/forms/html/billing&collections.html

06/08/04

2000 BellSouth. All Rights Reserved

Private/Proprietary Contains Private and / or Proprietary Information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.

BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Additional Explanation & Notes Page

Carrier Additional Notes Section:

Carrier Dispute Section: - Continued - (Additional Dispute Notes)
15. * Reason Amount Is In Question *(Tariff or Contract Reference as appropriate):* **(Additional Notes)**
Under the BellSouth tariff rules for application of a $9.95 "Secondary Service Charge"
the establishment of a white page listing is not included. The charge is applied in error

BellSouth Additional Notes Section:

Billing Adjustment Response Section - Continued - (Additional Rejection/Resolution Explanation Notes)
33. Explanation:

06/08/04

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BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Carrier Dispute Section:

1. * Date 2003-12-01 (yyyy-mm-dd):	2. * New Dispute (Yes/No): ☒ Yes ☐ No	3. * Carrier Claim/Audit Number: FPB1003A Carrier Name: Frankfort Plant Board

4. * Select Service Type: ☐ Switched Access ☐ Special Access ☒ Interconnection ☐ UNE ☐ PIC-C ☐ Equal Access ☐ Resale ☐ Collocation ☐ LNP

5. * Carrier (IXC) ACNA/CLEC/OCN: 0706	6. * BAN/Q Account:502 Q93-9209 209
7. * End User Telephone Number (If Q Account): (502)223-0138, others	8. * BellSouth Circuit number(s) (If Applicable): Not Applicable

9. * Amount Disputed: $2,297.11	10.☐ Recurring Charges	11. ☒ NonRecurring Charges	12. * Bill Dates/Invoice Dates: 11/23/2003 or From: & To: Dates (yyyy/mm/dd)

13. Amount Withheld from Bill: $2,297.11	14. * # BAN Number(s)/Q Account(s) Short Paid: 502 Q93-9209 209

15. * Reason Amount Is In Question ***(Tariff or Contract Reference as appropriate):*** {Continue on second page if needed}

The FPB/BellSouth Interconnection Agreement provides for white page listings at "no charge other than applicable service order charges as set forth in BellSouth's tariffs"

The BST Gen Svcs Tariff contains no service order charge to establish directory listings

☐ Attached, is a marked-up copy of the page(s) on which the questioned item(s) appears:

Additional Information (i.e. page number(s), item number(s) on bill etc.)
Second month of billing, sent BAR FPB1003 for previous month bill, no response recvd

☐ Attached, is a Spreadsheet listing dispute details, this is required for Mass Disputes.

Select Mass Dispute Type: ☐ MRC ☐ OCC ☐ USG ☐ LPC ☐ TAX

This type of dispute must be submitted via the dispute templates found on the following URL.
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18. Telephone #: 502-352-4330	19. (Area Code) Fax #:502-352-9126

20. Address: 220 Steele St P.O. Box 308 Frankfort, KY 40601

BellSouth Dispute Receipt Acknowledgement Section:

21. Date (yyyy-mm-dd)	22. BellSouth Audit Number:	23. Contact Number: Contact Name:

Dispute Rejection Section:

☐ Dispute Rejected See Field # 33 For Explanation:

Billing Adjustment Response Section:

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32. BAN Number(s) Q Account(s) Credit/Debit Applied To:

33. Explanation - {Continue on second page if needed}:

34. Service Rep Name: 35. Telephone #:	36. Fax #: 37. Date: (yyyy-mm-dd):

38. BellSouth considers this dispute resolved; if we do not hear from you within 5 business days we will consider this dispute closed and concurred. "All UN-Disputed Monies Are Now Due."

* **Indicates this is a required field see list of field descriptions.**

06/08/04

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Billing Adjustment Request Form (BAR) RF1461
This form may be found at: http://www.interconnection.bellsouth.com/forms/html/billing&collections.html

Additional Explanation & Notes Page

Carrier Additional Notes Section:

Carrier Dispute Section: - Continued - (Additional Dispute Notes)
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BELLSOUTH

BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

May 28, 2004

Robert A. Bowman, Esq.
Hobson & Bowman
222 W. Main Street
Frankfort, KY 40601

Re: Frankfort Plant Board

Dear Bob:

I am getting back with you with regard to your request that BellSouth consider whether it should be charging a secondary service charge ("SSC") to the Frankfort Electric and Water Plant Board ("Frankfort Plant Board") pursuant to the Interconnection Agreement by and between BellSouth Telecommunications, Inc. and the Frankfort Plant Board. You also provided me with a copy of the bill showing charges for the secondary service charge. I now have had a chance to gather information and to provide BellSouth's response to the question you raised.

The SSC is charged pursuant to the general terms and conditions of the interconnection agreement between the parties, specifically paragraph 4.1.2, rates. Therein it states that BellSouth shall provide to the Frankfort Plant Board: "(1) primary White Pages listing per FPB subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs." Pursuant to BellSouth's General Subscriber Services Tariff, the SSC charge is applicable for listing changes and for transfers of responsibility in this factual situation. See, A4.2. Thus, the Frankfort Plant Board has agreed to such charges.

You also asked whether BellSouth has encountered this same issue with another CLEC in Kentucky. I also have looked into this question. I confirmed one other situation where a question of the application of the secondary service charge in an interconnection agreement arbitration has been raised in Kentucky. An issue related to SSC charges arose with respect to an arbitration of an interconnection agreement that became effective as of October 9, 2001, and with an expiration date of October 8, 2004, between BellSouth and SouthEast Telephone, Inc. As a result of PSC Orders of June 29, 2001 and September 19, 2001, in that case, the language which was adopted in the SouthEast Telephone agreement is as follows:

> BellSouth shall assess a secondary service charge in exactly the same manner and under exactly the same circumstances applicable when such charges are assessed upon its own customers. If BellSouth waives the charge for its own customers, BellSouth shall waive it for SouthEast. Moreover, the secondary service charge shall not be assessed when SouthEast initiates service for a customer that moves from BellSouth or another service provider to SouthEast, as other service and/or installation charges are assessed. Specifically, BellSouth shall not apply the secondary service charge when SouthEast initiates service for a customer served via resale of BellSouth's retail services and the OSS local service request charge or any other non-recurring charge is assessed by BellSouth on SouthEast (unless, at the same time SouthEast orders other service changes for that customer for which the secondary service charge would apply to BellSouth's retail customers). Furthermore, the secondary service charge shall not apply when SouthEast initiates service for a customer and that customer is served by SouthEast using UNE-P or other unbundled network elements.

Of course, the above-quoted language is not a part of the Interconnection Agreement between BellSouth and the Frankfort Plant Board. Further, the factual circumstances regarding the services ordered by the Frankfort Plant Board also are entirely different than the orders and charges at issue in the SouthEast Telephone arbitration referred to above. In the arbitration order, the Commission recognized that the local service request ("LSR") charge and the SSC were different charges that BellSouth assesses to cover separate and distinct costs. The Commission expressly permitted BellSouth to charge the SSC to CLECs in the same manner and for the same purposes that BellSouth charges the SSC to its retail end users. However, the Commission found that where the LSR charge has been assessed and where BellSouth has recovered other installation or service charges in connection with the CLEC's order, the SSC should not be assessed. In the fact situation applicable to SouthEast Telephone, the CLEC was ordering local services, such as resold services, UNE loops or the UNE platform, in connection with the directory listing. Thus, the Commission found that other nonrecurring charges, such as the initial nonrecurring charges associated with the resold or UNE services, would cover the same costs that BellSouth sought to recover through the SSC. Frankfort Plant Board, on the other hand, is not purchasing other services in connection with the directory listings. As I understand it, the Frankfort Plant Board submits an LSR to port a telephone number from BellSouth to the Frankfort Plant Board and pays an LSR charge. As the Commission previously recognized, the LSR charge is authorized by the FCC to permit ILECs to recover their costs in providing access to operations support systems. It does not cover the administrative and physical costs of provisioning any service. BellSouth does not assess any additional charges for local number portability. Unlike the situation with SouthEast Telephone, the Frankfort Plant Board is not purchasing any other services

for which charges are assessed. Thus, in the case of the Frankfort Plant Board, the SSC charge is applied for the very purposes that the Commission permitted it to be applied in the SouthEast Telephone arbitration. Furthermore, even if the Frankfort Plant Board agreement contained language identical to that in the SouthEast Telephone Interconnection Agreement, in the present factual circumstances, it would be proper for BellSouth to charge the SSC to the Frankfort Plant Board where the Frankfort Plant Board is not ordering any other services for which an installation or nonrecurring charge is assessed. The Frankfort Plant Board is not using UNE-P or other unbundled network elements. Rather, the Frankfort Plant Board is being charged the SSC, pursuant to the applicable tariff provisions, for the administrative cost to BellSouth of including the directory listing in BellSouth's systems and databases and making the necessary records changes. There are no other service or installation charges being applied to the Frankfort Plant Board. Thus, it is BellSouth's conclusion that the SSC is applicable and properly charged to the Frankfort Plant Board in this factual circumstance consistent with the Commission's review of this issue and its order in the SouthEast Telephone arbitration.

I appreciate your professional courtesy and your allowing BellSouth the opportunity to review this matter and to provide you a detailed response to the question you raised.

Very truly yours,

Dorothy J. Chambers

539009

BELLSOUTH

BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
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May 28, 2004

Robert A. Bowman, Esq.
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222 W. Main Street
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Re: Frankfort Plant Board

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The SSC is charged pursuant to the general terms and conditions of the interconnection agreement between the parties, specifically paragraph 4.1.2, rates. Therein it states that BellSouth shall provide to the Frankfort Plant Board: "(1) primary White Pages listing per FPB subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs." Pursuant to BellSouth's General Subscriber Services Tariff, the SSC charge is applicable for listing changes and for transfers of responsibility in this factual situation. See, A4.2. Thus, the Frankfort Plant Board has agreed to such charges.

You also asked whether BellSouth has encountered this same issue with another CLEC in Kentucky. I also have looked into this question. I confirmed one other situation where a question of the application of the secondary service charge in an interconnection agreement arbitration has been raised in Kentucky. An issue related to SSC charges arose with respect to an arbitration of an interconnection agreement that became effective as of October 9, 2001, and with an expiration date of October 8, 2004, between BellSouth and SouthEast Telephone, Inc. As a result of PSC Orders of June 29, 2001 and September 19, 2001, in that case, the language which was adopted in the SouthEast Telephone agreement is as follows:

> BellSouth shall assess a secondary service charge in exactly the same manner and under exactly the same circumstances applicable when such charges are assessed upon its own customers. If BellSouth waives the charge for its own customers, BellSouth shall waive it for SouthEast. Moreover, the secondary service charge shall not be assessed when SouthEast initiates service for a customer that moves from BellSouth or another service provider to SouthEast, as other service and/or installation charges are assessed. Specifically, BellSouth shall not apply the secondary service charge when SouthEast initiates service for a customer served via resale of BellSouth's retail services and the OSS local service request charge or any other non-recurring charge is assessed by BellSouth on SouthEast (unless, at the same time SouthEast orders other service changes for that customer for which the secondary service charge would apply to BellSouth's retail customers). Furthermore, the secondary service charge shall not apply when SouthEast initiates service for a customer and that customer is served by SouthEast using UNE-P or other unbundled network elements.

Of course, the above-quoted language is not a part of the Interconnection Agreement between BellSouth and the Frankfort Plant Board. Further, the factual circumstances regarding the services ordered by the Frankfort Plant Board also are entirely different than the orders and charges at issue in the SouthEast Telephone arbitration referred to above. In the arbitration order, the Commission recognized that the local service request ("LSR") charge and the SSC were different charges that BellSouth assesses to cover separate and distinct costs. The Commission expressly permitted BellSouth to charge the SSC to CLECs in the same manner and for the same purposes that BellSouth charges the SSC to its retail end users. However, the Commission found that where the LSR charge has been assessed and where BellSouth has recovered other installation or service charges in connection with the CLEC's order, the SSC should not be assessed. In the fact situation applicable to SouthEast Telephone, the CLEC was ordering local services, such as resold services, UNE loops or the UNE platform, in connection with the directory listing. Thus, the Commission found that other nonrecurring charges, such as the initial nonrecurring charges associated with the resold or UNE services, would cover the same costs that BellSouth sought to recover through the SSC. Frankfort Plant Board, on the other hand, is not purchasing other services in connection with the directory listings. As I understand it, the Frankfort Plant Board submits an LSR to port a telephone number from BellSouth to the Frankfort Plant Board and pays an LSR charge. As the Commission previously recognized, the LSR charge is authorized by the FCC to permit ILECs to recover their costs in providing access to operations support systems. It does not cover the administrative and physical costs of provisioning any service. BellSouth does not assess any additional charges for local number portability. Unlike the situation with SouthEast Telephone, the Frankfort Plant Board is not purchasing any other services

for which charges are assessed. Thus, in the case of the Frankfort Plant Board, the SSC charge is applied for the very purposes that the Commission permitted it to be applied in the SouthEast Telephone arbitration. Furthermore, even if the Frankfort Plant Board agreement contained language identical to that in the SouthEast Telephone Interconnection Agreement, in the present factual circumstances, it would be proper for BellSouth to charge the SSC to the Frankfort Plant Board where the Frankfort Plant Board is not ordering any other services for which an installation or nonrecurring charge is assessed. The Frankfort Plant Board is not using UNE-P or other unbundled network elements. Rather, the Frankfort Plant Board is being charged the SSC, pursuant to the applicable tariff provisions, for the administrative cost to BellSouth of including the directory listing in BellSouth's systems and databases and making the necessary records changes. There are no other service or installation charges being applied to the Frankfort Plant Board. Thus, it is BellSouth's conclusion that the SSC is applicable and properly charged to the Frankfort Plant Board in this factual circumstance consistent with the Commission's review of this issue and its order in the SouthEast Telephone arbitration.

I appreciate your professional courtesy and your allowing BellSouth the opportunity to review this matter and to provide you a detailed response to the question you raised.

Very truly yours,

Dorothy J. Chambers

539009

BellSouth has billed FPB approximately $12,000 in one-time service charges for what it calls on the bill "Charge for Processing Change in Service". Our understanding from BellSouth is that the charge applies to establishing directory assistance service for our customers.

FPB disputed these charges but was advised by BellSouth that these "secondary service charges" apply and are intended to cover the "transfer of responsibility" for the directory listing from BellSouth to FPB.

The FPB interconnection agreement with BellSouth states that (paragraph 4.1) "Directory Listings will make no distinction between FPB and BellSouth subscribers."

The interconnection agreement also specifies that (paragraph 4.2) "BellSouth shall provide to FPB one primary White Page listing per FPB subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs."

The BellSouth tariff that covers Directory Listings (paragraph A.6.1,E.) says that one listing is furnished without extra charge. It also states that a secondary service charge applies only if the customer places an order to add a listing or change a listing. In addition, the secondary service charge may be waived if, "in the sole judgment of the Company" such additional listings are needed for "better identification".

However, BellSouth is charging FPB a $9.95 secondary service charge for each of FPB's customers to include an initial primary listing in the BellSouth directory. The charge is being applied when the number is ported from BellSouth (in which case BelllSouth does nothing at all to the current listing) and when FPB assigns its own telephone number.

Note: The BellSouth explanation that the charge applies to a transfer of responsibility is bogus. The term "transfer of responsibility" as used in the BellSouht tariff applies to one end-user customer taking over service and assuming responsibility for it from another end-user customer. The tariff page on which the term "transfer of responsibility" resides was last changed in November 1995, three months before passage of the 96 Telecom Act, so it could not have been intended to apply to CLECs.

The BellSouth practice is contrary to its Interconnection Agreement, violates the condition of its own tariffs, and is in violation of the '96 Telecom Act in that it discriminates against CLEC customers since a BellSouth customer does not pay this charge but an FPB customer does.

agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 1.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.

2. Operational Support Systems

FPB shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement.

3. Parity

When FPB purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to FPB shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of FPB shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by FPB.

4. White Pages Listings

4.1 BellSouth shall provide FPB and its customers access to white pages directory listings under the following terms:

4.1.1 Listings. FPB shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include FPB residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement. Directory listings will make no distinction between FPB and BellSouth subscribers.

4.1.2 Rates. So long as FPB provides subscriber listing information (SLI) to BellSouth in accordance with Section 4.2 below, BellSouth shall provide to FPB one (1) primary White Pages listing per FPB subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

4.2 Procedures for Submitting FPB SLI are found in The BellSouth Business Rules for Local Ordering.

4.2.1 FPB authorizes BellSouth to release all FPB SLI provided to BellSouth by FPB to qualifying third parties via either license agreement or BellSouth's Directory

A4. SERVICE CHARGES

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A4. SERVICE CHARGES[1] (N)

CONTENTS

Note 1: These changes are a result of the restructure of this Section and are to be implemented on November 9, 1995. (N)

A4. SERVICE CHARGES[1] (N)

CONTENTS

Note 1: These changes are a result of the restructure of this Section and are to be implemented on November 9, 1995. (N)

A4. SERVICE CHARGES

A4.1 Definitions

SERVICE CHARGE

Service Charge is a nonrecurring charge or charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities. Service Charges are categorized as:

Line Connection Charge
Line Change Charge
Secondary Service Charge
Premises Work Charge

Line Connection Charge (First Line, Additional Line) - Applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge (First Line, Additional Line) - Applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number changes and suspend/restore.

Secondary Service Charge - Applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge - A nonrecurring charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface. (C)

CUSTOMER REQUEST

The term "per customer request" as used in this section shall be defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

A4.2 Application of Charges

A4.2.1 General

A. Except as provided hereinafter, the following are subject to service charges:

1. All classes of Basic Exchange Service, ISDN, Centrex Type Services, Wide Area Telecommunications Service (IntraState), Telephone Answering Service and additional classes of service provided in this Tariff.
2. Features and ancillary services.
3. Miscellaneous service arrangements and auxiliary equipment

B. **(DELETED)** (D)

C. The Line Connection Charge includes a standard voice miniature six position network interface for simple type services which do not require other network interfaces. See Section A14. for FCC approved network interfaces.

D. Installation charges throughout this Tariff may be applicable in addition to the charges in this section.

E. Service charges may be required to be paid at the time of application for service.

A4.2.2 Line Connection Charge Application

A. The First Line Connection Charge is applicable if the customer is requesting only one line or for the first line if multiple lines are being ordered.

B. The Additional Line Connection Charge applies for each additional line on the customer's request after the first line.

C. The Line Connection Charge applies:

1. For the connection of each exchange access line or trunk.
2. On ESSX-1 service for the connection of a Network Access Register (NAR).

A4. SERVICE CHARGES[1] (N)

A4.2 Application of Charges (Cont'd) (N)

A4.2.3 Line Change Charge Application (N)

A. The First Line Change Charge is applicable if the customer is requesting changes on only one line or for the first line if changes are being made on multiple lines. (N)

B. On each multiple line request, the Line Change Charge Additional Line applies for each additional line requested changed after the first line. (N)

C. If the First Line Connection Charge applies on a customer request, any additional Line Change Charges applicable to the same customer request will be billed at the Additional Line Change Charge rate. (N)

D. The Line Change Charge applies: (N)

1. For each telephone number changed when requested by the customer. (N)
2. Per NAR for ESSX-1 service. (N)
3. For each line, trunk, or per NAR for ESSX-1 service being restored after service is temporarily denied for nonpayment. (N)
4. For each line, trunk, or per NAR for ESSX-1 service being temporarily suspended at the request of a customer. (N)
5. For changing from loop start to ground start and vice versa and for changing from a line to a trunk and vice versa, for changes in direction, or other operational charges. (N)
6. For changing from Foreign Central Office Service to home wire center and vice versa. (N)
7. For changing from business individual line service to Back-Up* Line Service. (N)

A4.2.4 Secondary Service Charge Application (N)

A. The Secondary Service Charge will not apply if a Line Connection Charge or Line Change Charge is applicable. (N)

B. The Secondary Service Charge applies for adding or rearranging: (N)

1. Custom Calling Service (N)
2. Prestige* Communications service (N)
3. Grouping Service (N)
4. RingMaster* service (N)
5. TouchStar* service (N)
6. Customized Code Restriction (N)
7. Customer requested directory listing changes, except where excluded in this Tariff. (N)
8. Remote Call Forwarding (N)
9. Other features or services for which the Line Connection Charge and Line Change Charge are not applicable. (N)

C. The Secondary Service Charge applies for: (N)

1. Transfers of responsibility. (N)
2. Changing from residence to business service and vice versa. If the telephone number changes, the Line Change Charge applies in lieu of the Secondary Service Charge. The business charge applies when changing to business and the residence charge applies when changing to residence. (N)
3. Rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply. (N)
4. When requested by the customer, Installing a Network Interface jack on existing service. In addition to Premises Work Charges, the charge for a Network Interface in Section A14. may apply. (N)

Note 1: These changes are a result of the restructure of this Section and are to be implemented on November 9, 1995.

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A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.4 Secondary Service Charge Application (Cont'd)

D. The Secondary Service Charge is applicable:

1. On ESSX-1 service when installing a station line or changing a station number.
2. On ***other*** Centrex Type Services when adding or changing the operation of a NAR. (T)

A4.2.5 Premises Work Charge Application

A. The appropriate Line Connection Charge, Line Change Charge, or Secondary Service Charge applies in addition to the Premises Work Charge.

B. Premises Work Charges apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of fifteen minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge will also apply per additional Company employee requested.

C. Premises Work Charges apply for, but are not limited to:

1. Rearrangement of drop wire, protector and/or network interface.
2. . Trouble Determination.

D. The charge for a Network Interface jack applies in addition to the appropriate Premises Work Charges for installing a customer requested Network Interface on existing working or non-working service.

E. The customer may request an estimate before ordering work done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed is based on the actual billable time necessary to complete the request.

A4.2.6 Service Charge Exceptions

A. Service Charges do not apply for:

1. Changing from Touch-Tone Service to Rotary-Dial Service.
2. Changing from a private or semiprivate listing to a listed number.
3. Changing the primary listing of a residence customer to the name of the remaining spouse in the event of death or divorce of the spouse currently listed.
4. Changes in grade of service, e.g., from two-party to one-party.
5. Changing from one flat, measured or message rate basic local service (including BellSouth® Area Plus® service and BellSouth® Complete Choice℠ options) to another.
6. Converting existing service to Lifeline
7. The establishment of a customer's equivalent service at a new/temporary location when the original premises is made uninhabitable due to a disaster such as a tornado, fire, flood, etc. In lieu of a waiver at the new/temporary location, the customer may choose to receive the waiver for the return to the original premises.
8. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.
9. Requests for establishing toll credit cards.

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A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.6 Service Charge Exceptions (Cont'd)

A. Service Charges do not apply for: (Cont'd)

10. Requests for full or partial disconnection.
11. Upgrades from BellSouth® Back-Up Line service to business individual line service or ISDN service. (T)
12. The connection, move or change of telephone service previously provided over a Government System where there is no break in the continuity of service.

B. When a customer's request is provided:

1. In accordance with a promotional waiver, additional service subject to an equal or lesser Service Charge may be made a part of the promotional order. Charges for Line Connection, Line Change, or Premises Work will apply, if applicable, for additional service.
2. In accordance with the Service Charge waivers listed in A4.2.6.A.2. through 6. preceding, additional features or services subject to the Secondary Service Charge may be made a part of the waiver order.

C. The Secondary Service Charge is not applicable: (N)

1. Secondary Service Charges will not apply when residence subscribers order one or more of the services listed below using RightTouch® service, the BellSouth web site or through a BellSouth authorized telemarketing agent until further notice. (N)
   a. Custom Calling Service (N)
   b. Prestige® Communications Service (N)
   c. Grouping Service (N)
   d. RingMaster® Service (N)
   e. TouchStar® Service (N)
   f. Designer Listings (N)
   g. BellSouth® Voice Mail Service (N)
   h. Message Waiting Indications (N)
   i. Customized Code Restriction Options (N)
   j. Voice Mail Companion Services Package (N)
2. Secondary Service Charges will not apply when residence subscribers order one or more of the services listed below through the BellSouth residential business office until further notice. (N)
   a. Voice Mail Companion Services Package (N)

A4.2.7 Installment Billing

A. Service may be established in advance of payment of service charges. At the customer's option, installation and Service Charges may be paid in up to twelve monthly installments meeting or exceeding the minimum monthly payment shown below. One Installment Billing Arrangement is applicable per customer request as defined in A4.1 of this Tariff. If Installment Billing is requested on additional installation and Service Charges incurred while a balance is due, the additional charges will be established as a Separate Installment Billing arrangement.

B. Installment Billing is not available to resellers of local exchange service.

C. Installment Billing Service Fee

1. An Installment Billing Service Fee is applicable to Installment Billing payment arrangements established for regulated services purchased from this Tariff by residence customers, by business customers with ten lines or less, and to payment arrangements made for overdue bill balances per A2.4.3 of this Tariff.
   (a) The fee applies for each installment arrangement billed. It is not Concession eligible.
   (b) Multiple Installment Billing Service fees may appear on one bill if the customer has multiple Installment Billing arrangements in effect.
   (c) A customer paying the balance due in less than the predetermined number of installments will not be charged for unbilled installments.
   (d) The fee will not apply to Lifeline/Link-Up service or CPE (Customer Provided Equipment).

(M)

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Material previously appearing on this page now appears on page(s) 4.0.1 of this section.

A4. SERVICE CHARGES

A4.2 Application of Charges (Cont'd)

A4.2.7 Installment Billing (Cont'd)

D. Rates and Charges (M)

1. Per month, minimum installment payments (M)

	Monthly Rate	USOC	
(a) Residence	$5.00	NA	(M)
(b) Business	5.00	NA	(M)
2. Service Fee			(M)
(a) Residence	1.00	NA	(M)
(b) Business	1.00	NA	(M)

A4.3 Schedule of Charges for Connecting or Changing Service

A4.3.1 Rates and Charges

A. Line Connection Charge

1. Applies per exchange access line or trunk or per NAR on ESSX-1 service.

	Residence	Business	USOC
(a) First Line (per customer request	$42.00	$73.00	NA
(b) Additional Line (each)	15.00	22.00	NA

B. Line Change Charge

1. Applies per exchange access line or trunk or per NAR on ESSX-1 service.

(a) First Line (per customer request)	35.00	48.00	NA
(b) Additional Line (each)	12.00	14.00	NA

C. Secondary Service Charge

1. Applies per customer request

(a) Each	9.95	20.00	NA

D. Premises Work Charge

1. First 15-minute increment or fraction thereof

(a) Per increment	30.00	30.00	NA

2. Each additional 15-minute increment or fraction thereof

(a) Per increment	14.00	14.00	NA

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Material appearing on this page previously appeared on page(s) 4 of this section.

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A6. DIRECTORY LISTINGS

A6.1 Regulations Applicable To Directory Listings

A6.1.1 General

A. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.

B. The listings of subscribers, either without charge or at the rate specified herein for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.

C. Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of company records and its directories, confuse individuals using the directory, or when the subscriber cannot provide satisfactory evidence that he is authorized to do business as requested.

D. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired thereby.

E. One listing, except client listings, is furnished without extra charge as specified in the following:

1. each basic local exchange service line (Excluding Back-Up* Line) or MultiServ® service main station line (T)
2. each PBX trunk
3. each ESSX-1 NAR, ESSX® service ***NAR***, Digital ESSX® service ***NAR***, MultiServ® PLUS service NAR, ***or BellSouth® Centrex service NAR*** or NAR usage package (C)
4. each BellSouth® Primary Rate ISDN B-Channel

F. When, in the sole judgment of the Company, the use of listings in excess of the listings permitted without charge as previously outlined, are needed for better identification of the subscriber, such listings may be provided without charge.

G. Generally, the listed address is the location of the subscriber's place of business or residence. At the subscriber's request a partial address may be shown. An address may be:

- a number(s) and/or letter(s) followed by the name of a street, a building, a shopping center/mall, apartment complex, industrial park, or similar facility
- rural route and/or box number
- a name of a street, building, shopping center/mall, apartment complex, industrial park, or similar facility
- any one of the preceding followed by a community and/or state name
- a community name only
- omitted at the subscriber's request

The listed address may not include P.O. Box or use of the word or abbreviation of suite, floor, or apartment before numbers used in the identification.

An address other than the address where the service is located may be listed provided the subscriber has a comparable class of service at the address requested.

H. Liability of the Company due to directory errors and omissions is as specified in Section A2. of this Tariff.

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A6. DIRECTORY LISTINGS

A6.1 Regulations Applicable To Directory Listings (Cont'd)

A6.1.1 General (Cont'd)

I. A ***Secondary***[1] Service Charge, as specified in Section A4. of this Tariff, applies when an order is issued solely to add or change a directory listing. (T)

J. Directory listings can be suspended as specified in A2.3.16 of this Tariff. However, the suspension rate shall be fifty percent of the regularly charged rate.

A6.2 Business Listing

A6.2.1 General

A. Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

A6.2.2 Business Designation

A. Firm Name

1. The designation in a firm name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the character of the business.

   Example:

   Lewis Co grocr 14 Madison 234-6488

B. Personal Name

1. The designation in a personal name business listing consists of a word or phrase, abbreviated where necessary, that describes the general character of the subscriber's business. A designation may be required when the name under which the subscriber is doing business is insufficient to indicate the nature of the business. The listing of an individual, together with a title and the name of the business with which the individual is associated or represents, is not permitted.

   Example:

   Smith J G grocr 14 Madison 234-6488

2. A designation that conveys the same meaning as a title, educational degree or suffix is not permitted.

   Example:

   Smith Joe DDS dntst

A6.2.3 Trade Name

A trade name, the name of a commodity or service, will be included as part of the listing, when the subscriber shows satisfactory evidence of authorization to do business under the requested name. In the case of listings for time/temperature/weather announcement services a generic listing will be accepted. (N)

Note 1: This change is the result of the restructure of Section A4. and is to be implemented November 9, 1995.

A6. DIRECTORY LISTINGS

RESERVED FOR FUTURE USE

A6. DIRECTORY LISTINGS

A6.2 Business Listing (Cont'd)

A6.2.3 Trade Name (Cont'd)

Examples which require proof of authorization are:

Smith Avon Distributor 123 Main	555-1234
Jones Buick 2914 E 23rd	329-5864
Any Flower Shop 710 Heather Mall	669-2121

A6.3 Residence Listing

A6.3.1 General

A. Generally, a residence listing consists of a surname, given name or dual name, and/or initials, the address, and the telephone number. When a single name listing is requested by the subscriber, the Company may require satisfactory evidence as to the validity of the requested name. The main listing is ordinarily the name of the individual who subscribes for the service, but the listing may be in the name of a second party residing at the address where service is provided if so designated by the subscriber.

A6.3.2 Reserved For Future Use

A6.3.3 Reserved For Future Use

A6.4 Non-Published (Private) Listing

A6.4.1 General

A. A non-published listing is not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of a calling party. However, when a call is placed from a telephone number associated with a non-published listing, the number and/or name may be disclosed if the called party has the necessary equipment for receiving and/or disclosing incoming telephone numbers and/or names.

The only exception is when the residence non-published listing customer subscribes to and/or has activated a Calling Number Delivery Blocking option, as described in A13.19.2. of this Tariff. These features suppress delivery of the calling number and name. They are available, facilities permitting, to non-published listing customers upon request at no charge.

B. An incoming call to a subscriber with a non-published listing will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the subscriber's request to furnish a non-published telephone number does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.

C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published telephone number in the directory or disclosing said number to any person shall attach to the Company. Where a non-published listing is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published listing or the disclosing of said listing information to any person.

D. For accounting purposes, the telephone number, name, and address of a subscriber with a non-published listing will be provided to the Long Distance Carrier(s) which furnishes the subscriber long distance message telecommunications service.

E. The Company may provide telephone number, name and address of a subscriber with a Non-Published number to the public safety agency certified, authorized and responsible for providing emergency notification services in the local city, county or municipality where the subscriber line associated with such number is located, pursuant to that agency's request under Emergency Service Provider Data Service (ESPDS) detailed in A38.4 of this tariff. (N)

A6. DIRECTORY LISTINGS

A6.4 Non-Published (Private) Listing (Cont'd)

A6.4.1 General (Cont'd)

F. Whenever a local jurisdiction subscribes to Enhanced 911 service with Automatic Location Identification, the Company will provide a one time notice in writing to all residence and business non-published listing subscribers who have not been previously advised. This will apply to all non-published customers who are within the geographic area within which the E911 provider will respond to 911 calls. Non-published information will be provided to the E911 provider unless the Company receives a written objection from such customer. Written objection must be received by the Company within 30 days of date the notification was sent to the customer.

Any subscriber to non-published service after June 28, 1990, will be advised at the time of the request for service, that the non-published number, including the name and address of the subscriber, may be released to 911 providers for the purpose of responding to emergency calls.

A6.4.2 Rate Application

A. Non-Published Listing

1. Where charge applies

	Monthly Rate	USOC	
(a) Each	$ 4.00	NPU	(I)

2. Where charge does not apply

(a) Each	-	NP3

- Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address
- Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.
- Service to a subscriber living in a hotel, hospital, retirement complex, apartment, boarding house or club if the subscriber is listed under the telephone number of the PBX, or Centrex Type Services, furnished to such establishments.

A6.4.3 Reserved For Future Use

A6.5 Non-Listed (Semiprivate) Listing

A6.5.1 General

A. A non-listed listing is not listed in the alphabetical section of the Company's directory, but is maintained on directory assistance records and will be furnished upon the request of a calling party.

B. The acceptance by the Company of the subscriber's request to furnish a non-listed listing does not create any relationship or obligation, direct or indirect, to any person other than the subscriber.

C. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-listed listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed listing.

A6. DIRECTORY LISTINGS

A6.5 Non-Listed (Semiprivate) Listing (Cont'd)

A6.5.1 General (Cont'd)

D. Whenever a local jurisdiction subscribes to Enhanced 911 service with Automatic Location Identification, the Company will provide a one time notice in writing to all residence and business non-listed listing subscribers who have not been previously advised. This will apply to all non-listed customers who are within the geographic area within which the E911 provider will respond to 911 calls. Non-listed information will be provided to the E911 provider unless the Company receives a written objection from the customer. Written objection must be received by the Company within 30 days of date the notification was sent to the customer.

Any subscriber to non-listed service after June 28, 1990, will be advised at the time of the request for service, that the non-listed number, including the name and address of the subscriber, may be released to 911 providers for the purpose of responding to emergency calls.

E. The Company may provide telephone number, name and address of a subscriber with a Non-Listed number to the public safety agency certified, authorized and responsible for providing emergency notification services in the local city, county or municipality where the subscriber line associated with such number is located, pursuant to that agency's request under Emergency Service Provider Data Service (ESPDS) detailed in A38.4 of this tariff. (N)

A6.5.2 Rate Application

A. Non-listed listing

1. Where charge applies

	Monthly Rate	USOC
(a) Each	$ 1.82	NLT

A6. DIRECTORY LISTINGS

A6.5 Non-Listed (Semiprivate) Listing (Cont'd)

A6.5.2 Rate Application (Cont'd)

A. Non-listed listing (Cont'd)

2. Where charge does not apply

	Monthly Rate	USOC
(a) Each	$-	NLE

- RingMaster* service number
- temporary service
- Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.
- Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.
- Service to a subscriber living in a hotel, hospital, retirement complex, apartment, boarding house or club if the subscriber is listed under the telephone number of the PBX, ***or*** Centrex Type Services furnished to such establishments. (C)

A6.5.3 Reserved For Future Use

A6.6 Additional Listing

A6.6.1 General

A. The subscriber to the service assumes responsibility for all charges for additional listings associated with his service. Listing charges date from the day the directory assistance records are posted.

B. Listing charges are automatically discontinued upon termination of the service or upon the removal of the listing.

A6.6.2 Business/Extra Additional Listing[1]

A. A business/extra additional listing may be furnished in other names when, in the sole judgment of the Company, the subscriber's service is not being shared or resold.

B. Rate Application

1. Business

(a) Each	1.80	CLT

2. 800 Service

(a) Each	1.80	SZS

A6.6.3 Residence Additional Listing

A. A residence additional listing may be furnished in the names of relatives, including those by marriage, domestic employees of the subscriber, or other persons residing in the subscriber's home who are recognized as a part of the subscriber's domestic establishment.

Note 1: Business additional listing arrangements established prior to 03-11-87 i.e., implementation of STS may be continued until the subscriber relocates or transfer service responsibility.

* Service Mark of BellSouth Corporation

A6. DIRECTORY LISTINGS

RESERVED FOR FUTURE USE

A6. DIRECTORY LISTINGS

A6.6 Additional Listing (Cont'd) (T)

A6.6.3 Residence Additional Listing (Cont'd) (T)

B. Rate Application (T)

1. Residence

	Monthly Rate	USOC
(a) Each	**$1.20**	**RLT**

C. (DELETED) (D)

A6.7 Miscellaneous Listing (T)

A6.7.1 Reserved For Future Use

A6.7.2 Alternate Listing (T)

A. An alternate listing may be provided to the subscriber for the purpose of directing calling parties to other telephone numbers subject to the following conditions: (T)

1. Names of individuals are not permitted (T)
2. Text may not exceed one line

Examples:

Nights, Sundays, and Holidays 123-4568
If No Answer 123-4568
If Extension Is Not Known 123-4568

B. Rate Application (T)

1. Business

(a) Each	**1.80**	**FNA**

2. Residence

(a) Each	**1.80**	**NAB**

A6.7.3 Cellular Carrier Listing (T)

See Mobile and Paging Service Listing at A6.7.12. (N)

A6. DIRECTORY LISTINGS

RESERVED FOR FUTURE USE

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.4 Access Line Service for Payphone Service Provider Listing

A. A listing is not provided in connection with access line service for Payphone Service Providers except when the listing will facilitate the operations of the company or subscribers to the access line service. No additional listings are permitted.

A6.7.5 Reserve For Future Use

A6.7.6 Cross Reference Listing

A. A cross reference listing may be furnished when it is necessary to refer the directory user to another directory listing.

Examples:

Long Lumber Co	See South Lumber Co
Regis Gary	See Regas Gary

B. Rate Application

1. Cross Reference Listing

		Monthly Rate	USOC
(a)	Business, each	$1.80	LLT
(b)	Residence, each	1.20	LRT

A6.7.7 Dual Name Listing

A. A dual name listing may be furnished to a business or residence subscriber as a main listing subject to the following:

- an individual subscribing to business service when it is a personal name listing and the person is also known by a nickname
- two individuals subscribing to residence service having the same surname and address, or an individual known by more than one name.

Examples:

Smith J H (Johnny) CPA 123 Main	123-4567
O'Neal John & Mary 200 Elm Av	423-1012
Morris George Mrs (Joan) 101 Ash Dr	422-4523

B. A dual name listing may also be furnished as an additional listing at the subscriber's request at the appropriate additional listing rate.

A6.7.8 Emergency Service Listing (E911 and B911) (C)

A. A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. No Charge applies for either listing.

B. Rate Application

1. Emergency Service Listing

(a)	Where charge does not apply	-	FLT

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.9 Extra Listing

See Business/Extra Additional Listing at A6.6.2.

A6.7.10 Foreign Listing

A. A listing in the alphabetical section of Company directories outside the subscriber's local exchange may be furnished. The listing is subject to the rates and regulations applicable to the published directory in which the listing is to appear.

B. Rate Application

1. Foreign listing

	Monthly Rate	USOC
(a) Business, each	$ 1.80	FAL
(b) Residence, each	1.20	FRW
(c) Where rate does not apply	-	FLF
2. Foreign cross reference listing		
(a) Business, each	1.80	FALCX
(b) Residence, each	1.20	FRWCX
3. Foreign alternate listing		
(a) Business, each	1.80	FALSX
(b) Residence, each	1.20	FRWSX
4. Foreign special text		
(a) Business, each	1.80	FALTX

A6.7.11 Reserved For Future Use

A6.7.12 Mobile And Paging Service Listing

A. A Mobile Telephone Carrier, a Cellular Carrier, a Radio Common Carrier, or a Paging Company, may be furnished a listing for their clients at the rates specified in A6.7.12.B.

B. Rate Application

1. Mobile and Paging Service Listing

(a) Each	.00	MSZ	(R)

A6.7.13 Reserved For Future Use

A6.7.14 Optional Calling Plan Listing

A. A subscriber of a two-way or inward Optional Calling Plan (OCP) may be furnished a foreign listing with the text of "No Charge For Calls Dialed Direct To This Number From (name of exchange)" at the rates specified in A6.7.14.D.

B. The initial contract period for the OCP and the OCP listing charge shall be for the life of that directory and each subsequent directory in which it appears. However, the subscriber may discontinue the OCP and the associated OCP listing prior to the expiration of the directory in which the listing appears, provided the telephone number is changed and a disconnect report is given.

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.14 Optional Calling Plan Listing (Cont'd) (T)

C. A foreign listing without the text may be furnished at the rates specified in A6.7.10.B.

D. Rate Application

1. Optional Calling Plan Listing

	Monthly Rate	USOC
(a) Business, each	**$5.40**	**OCB**
(b) Residence, each	**3.60**	**OCR**

A6.7.15 Paging Service Listing (T)

See Mobile and Paging Service Listing at A6.7.12. (N)

A6.7.16 RingMaster* Service Listing (N)

A. One listing for each RingMaster Service number will be furnished on a listed or non-listed basis at no charge to the subscriber. (T)

B. A RingMaster Service listing must be either business or residence as identified by the class of service.

C. Other listings may be provided at the rates and regulations specified in this Tariff.

A6.7.17 Sharing And Resale Of Basic Local Exchange Service Listing (N)

A. A client of a Shared Tenant Service provider may request that the reseller obtain one main client listing, at the rate specified in A6.7.17.C. Other listings may also be provided upon reseller's request for the client. Charges for client listings will be billed to the reseller (customer of record) and will not be separately billed. (T)

B. A non-published listing charge as specified in A6.4.2., is applicable when no client directory listing is requested, but necessary for client address identification at the Public Safety Answering Point for local emergency agencies. (T)

C. Rate Application (T)

1. Business

(a) Each	**1.80**	**BS6**

2. Residence

(a) Each	**1.20**	**RS6**

A6.7.18 Special Text Listing (Business) (N)

A. A special text listing provides instructions for directing incoming calls after hours during specific time periods or calling information for a specific service/department. (T)

Example:

For The Following Zip Codes 30506 30408 30532 30533 30534

B. A special text listing does not include a telephone number and must be followed by at least one other listing which does include a telephone number. (T)

* Service Mark of BellSouth Corporation

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.18 Special Text Listing (Business) (Cont'd) (N)

C. Rate Application

1. Special Text Listing

	Monthly Rate	USOC
(a) per line	$1.80	XLL

A6.7.19 Stylist® Service Listing (T)

A. Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha characters and/or numeric characters in lieu of standard numeric characters. Use of Stylist Service listing is not exclusive to any single subscriber. The letters "Q" and "Z" are not available nor may the "#" or "*" symbols be used with this service. The digit "0" or "1" may not be used to represent the letter "O" or "I" respectively in a Stylist Service telephone number. The Company reserves the right to reject a Stylist Service listing when, in its sole judgment, such listing is objectionable or would tend to delay or impede the use of the directory.

B. Prior to establishing a Stylist Service listing, the Company reserves the right to require, when necessary in its sole judgment, satisfactory evidence from the subscriber that the subscriber is authorized to use any trade name, business name, or any other name or term, requested by the subscriber, which is copyrighted or otherwise reserved.

C. Subscribers request for special number assignments will be handled under the rates and regulations described for Special Number Acquisition Charges in Section A4. of this Tariff.

D. Subscribers who request that their existing telephone number(s) be listed as a Stylist Service listing will not incur a Special Number Acquisition Charge.

E. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing or not publishing a Stylist Service listing in the directory shall attach to the Company. The Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication or omission of a Stylist Service listing.

F. (DELETED) (D)

G. The rates for Stylist Service listings as follows are in addition to any applicable special number assignment charges or any other appropriate listing charge.

H. Rate Application (T)

1. Stylist Service Listing

(a) Business, each	3.50	RNCAF
(b) Residence, each	2.50	RNQAF

A6.7.20 Telephone Answering Service Listing (N)

A. A client of a telephone answering service may list the telephone number of the answering service with his name, or business name at the rates specified in A6.7.20.B. (T)

B. Rate Application

1. Telephone Answering Service Listing

(a) each	1.80	9FK

*Registered Service Mark of BellSouth Corporation

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.21 Reserved For Future Use

A6.7.22 Titles And Suffixes

A. A title of address that precedes a name, such as Mrs., Rev., Dr., or Capt., may be included in a residence or a business personal name listing.

B. A professional designation(s) or educational degree(s), such as MD, CPA, CREA, or JP, is a suffix which may be included at the end of a business personal name listing.

C. One title, educational degree, or professional suffix, as allowed in A6.7.22.A. and B., will be provided at no charge. Those, in excess of one, may be provided at the rates specified in A6.7.22.E.

D. Notation of lineal descent, such as; Jr., Sr., and III, is considered to be part of the subscribers legal name, and not a title or a suffix.

E. Rate Application

1. Listing titles in excess of one

	Monthly Rate	USOC
(a) Residence, each	**$1.20**	**XLDRX**

2. Titles, professionals and/or educational degrees, in excess of one

(a) Business, each	**1.80**	**XLDCX**

Example:

Davis John MD FACP FACS 200 Main Av 322-7799

A6.7.23 976 Service Listing

A. The phrase "Charges Will Apply" will be included in the 976 listing at no additional charge.

A6.7.24 Reserved For Future Use

A6.7.25 Designer Listings

A. This service is only available to residence customers.

B. One Designer Listing option per customer listing is allowed with the exception of the Designer Line option which may be subscribed to in addition to the other Designer Listing options.

C. Designer Listing options will not appear on directory assistance records, but will only be reflected in the published directory.

D. Billing will begin with the subscriber's billing period following delivery of the directory in which the listing will appear. (T)

E. The ***Secondary Service*** Charge applies when an order is placed to purchase one or more of the following listing options. The Company may offer waiver of associated ***Secondary***[1] Charges during select promotion periods.

1. **Designer Bold**

   A directory listing that provides for a bolder print or heavier type of the subscriber's name, address and telephone number.

2. **Designer Bold Plus**

   A directory listing that provides for a bolder print or heavier type of the subscriber's directory listing consisting of name, address and telephone number plus additional space with a ruled line above and below the subscriber's listing information. (N)

Note 1: This change results from the restructure of Section A4. and is to be implemented November 9, 1995.

A6. DIRECTORY LISTINGS

A6.7 Miscellaneous Listings (Cont'd)

A6.7.25 Designer Listings (Cont'd)

E. (Cont'd)

3. **Designer Script**

   A directory listing that provides for the subscriber's name, address, and telephone number to be printed in script, which depicts a stylish writing of the listing information.

4. **Designer Script Plus**

   A directory listing that provides for the subscriber's name, address and telephone number to be printed in script, which depicts a stylish writing of the directory listing plus additional space with a ruled line above and below the subscriber's listing information.

5. **Designer Line Options**

   There are three Designer Line options, Designer Line (Standard), Bold Designer Line, and Script Designer Line. Each Designer Line purchased cannot exceed one printed directory line. A maximum of three (3) Designer Lines may be purchased per directory listing.

   Designer Line (Standard)

   An extra text line that provides information in addition to the standard listing information (name, address, and telephone number) such as location, affiliations, social/civic positions held, volunteer services, etc. It could also include statements of a descriptive nature such as interests, profession, or personal information.

   Designer Line Bold

   An extra line of text in bolder print or heavier type that provides information in addition to the standard listing information (name, address and telephone number) such as location, affiliations, social/civic positions held, volunteer services, etc. It could also include statements of descriptive nature such as interests, profession, or personal information.

   Designer Line Script

   An extra line of text printed in script, a stylish writing form, that provides information in addition to the standard listing information (name, address and telephone number) such as location, affiliations, social/civic positions held, volunteer services, etc. It could also include statements of descriptive nature such as interests, profession, or personal information.

F. Rates and Charges

1. Per Listing

		Monthly Rate	USOC
(a)	Designer Bold	$2.00	LBB
(b)	Designer Bold Plus	3.00	LBBAB
(c)	Designer Script	2.00	SF8
(d)	Designer Script Plus	3.00	DLMDX
(e)	Designer Line (Standard)	3.00	XTL
(f)	Designer Line Bold	4.00	DLMEX
(g)	Designer Line Script	4.00	DLMFX

G. A special limited time promotion is offered for Designer Listings beginning January 1, 1995 and ending December 31, 1995. During this period the ***Secondary[1] Service*** Charge will be waived when a customer purchases one or more Designer Listing options. (C)

Note 1: This change results from the restructure of Section A4. and is to be implemented November 9, 1995. (N)

TRANSMISSION VERIFICATION REPORT

TIME : 04/29/2004 09:25
NAME : FPB TELECOM
FAX : 5023529126
TEL : 5023529126

DATE,TIME	04/29 09:23
FAX NO./NAME	15025821573
DURATION	00:01:43
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

FRANKFORT PLANT BOARD

P.O. BOX 308, 220 STEELE STREET, FRANKFORT, KENTUCKY 40601

www.fpb.cc

Frankfort Plant Board

Date: 4/29/04

Number of pages including cover sheet: 2

To:

Dorothy Chambers
BellSouth legal

Phone: 3

Fax phone: 502 582 1573

CC:

From:

Ed Hancock
FPB TELECOM DIVISION
220 STEELE STREET
FRANKFORT, KY 40601

Phone: (502) 352-4329

Fax phone: (502) 352-9126

REMARKS: ☐ Urgent ☐ For your review ☒ Reply ASAP ☐ Please comment

Ms Chambers:

Attached is the bill Bob Bowman referenced. I have been advised the $9.95 charge is a "secondary service charge".

Ed Hancock

Listening to the people, understanding the issues and looking out for the best interests of all of Frankfort is important to me!

FOR FRANKFORT'S FUTURE

ANDREW S.
Layson

CITY COMMISSION

Andy, I want to help out with your campaign. Here is my contribution of:

❑ $25 ❑ $50 ❑ $100
❑ $250 ❑Other _____

I will also volunteer to:

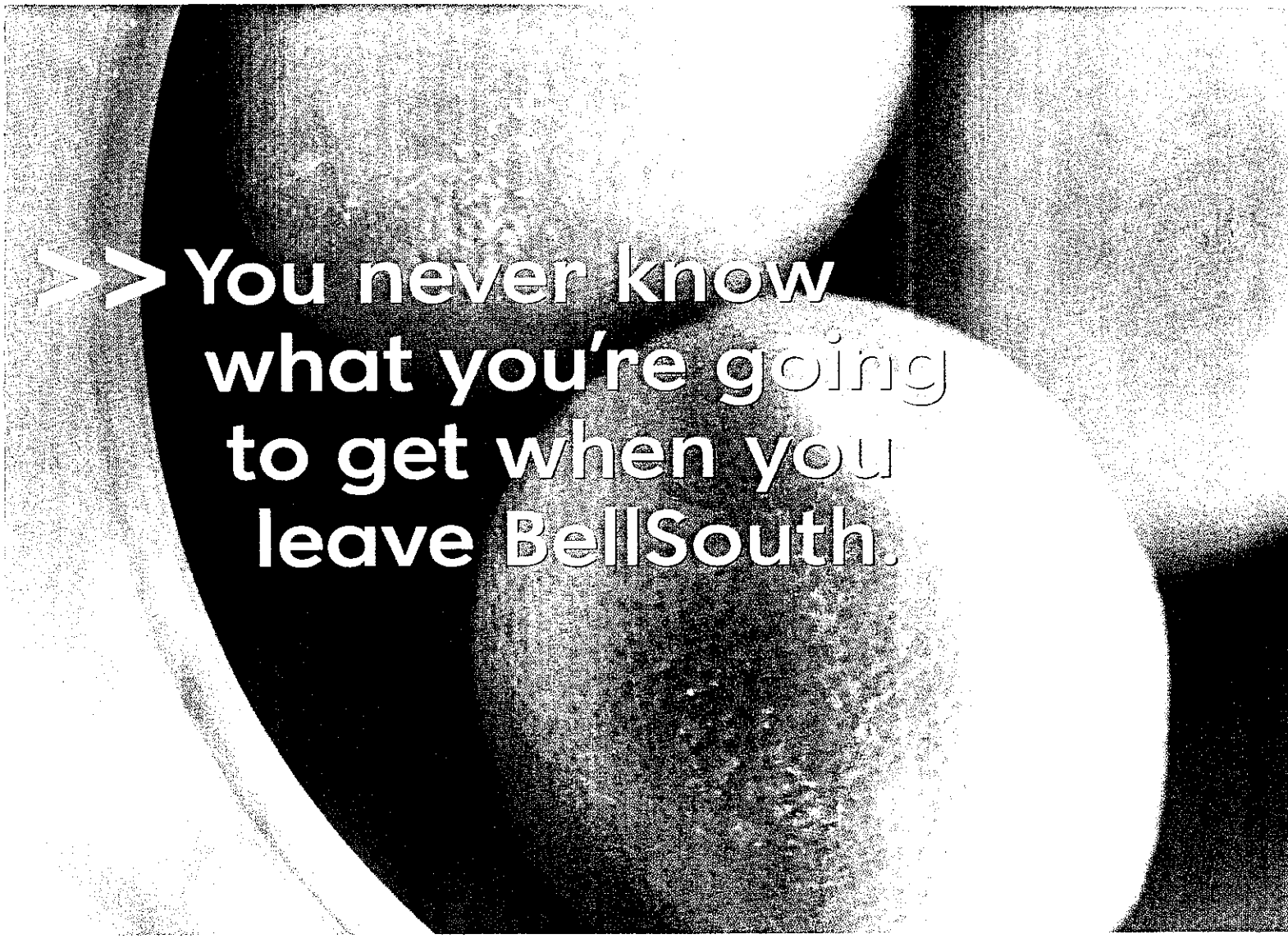
❑ Walk with you in my neighborhood to introduce you to my friends and neighbors.
❑ Work on mailings.
❑ Display a sign in my yard.
❑ Place a bumper sticker on my car.
❑ Other _____

Name: _____
Address: _____
Occupation: _____

Spouse: _____
Phone: _____
Home E-Mail: _____

RETURN TO: Andrew Layson for City Commission, 402 Chippewa Trail, Frankfort, Kentucky 40601

Paid for by Andrew Layson for City Commission, Robert Dowler, Treasurer


>> You never know
what you're going
to get when you
leave BellSouth.

LAW OFFICES

HOBSON & BOWMAN

222 WEST MAIN STREET

CHARLES L. HOBSON (1919-1990) FRANKFORT, KENTUCKY 40601 (502)223-7666
ROBERT A. BOWMAN (502)227-7400
STEPHEN C. SANDERS

July 23, 2004

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
P. O. Box 615
Frankfort, KY 40601

RE: The Electric & Water Plant Board of the City of Frankfort vs BellSouth Telephone Company

Dear Ms O'Dennell:

I have enclosed for filing with the Commission an original and eleven (11) copies of the formal complaint of The Electric & Water Plant Board of the City of Frankfort again BellSouth Telephone Company. Please file-stamp one of the copies and return it to us in the enclosed, self-addressed, stamped envelope.

Thank you. If you have any questions, please contact me.

Sincerely,

Robert A. Bowman

Enclosures:

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

The Electric and Water Plant Board Of the City of Frankfort, KY Complainant	)	
	)	Case No. _____
v.	)	
BellSouth Telephone Company Defendant	)	

FORMAL COMPLAINT

The Electric and Water Plant Board of the City of Frankfort, KY (Frankfort Plant Board), by counsel, for its formal complaint against BellSouth Telephone Company (BellSouth), pursuant to KRS 278.260, hereby states as follows.

1. The full name and address of the Frankfort Plant Board is The Electric and Water Plant Board of the City of Frankfort, KY, P.O. Box 308, 317 W. Second Street, Frankfort, KY 40602. Frankfort Plant Board is a facilities-based competitive local exchange company (CLEC) which provides local exchange service to its customers in the Frankfort and Franklin County Kentucky area.

2. The full name and address of BellSouth is BellSouth Telecommunications, Inc., 601 W. Chestnut Street, Louisville, KY 40203. BellSouth is an incumbent local exchange carrier (ILEC) which provides local telephone service in the Frankfort and Franklin County Kentucky area.

3. The facts supporting this complaint are set forth more fully below; but briefly, this complaint concerns BellSouth charging Frankfort Plant Board a "secondary service charge" from its General Exchange Services Tariff to establish directory listings for Frankfort Plant Board local telephone customers. The application of such charges is contrary to the interconnection agreement on file with the Commission, is a misapplication of the BellSouth tariff, and is contrary to previous Commission rulings.

APPLICABLE LAW

4. Pursuant to KRS 278.030, BellSouth must "furnish adequate, efficient and reasonable service..." Id. It may not demand unfair, unjust, and unreasonable rates for the services it renders. Id. At subsection (1) (providing, "Every utility may demand, collect and receive fair, just, and reasonable rates for the services rendered or to be rendered by it to any person." (emphasis added)). And, it may not discriminate in the rates charges for providing "a like and contemporaneous service under the same or substantially the same conditions." KRS278.170.

5. Pursuant to KRS 278.040, the Commission has jurisdiction "over the regulation of rates and service of utilities" within the Commonwealth, Id.

6. KRS 278.260, the Commission is vested with the express authority to investigate and remedy "complaint as to rates or service of any utility." Id.

7. Pursuant to KRS 278.040(3), the Commission may adopt, in keeping with KRS Chapter 13A, reasonable regulations to implement the provisions of KRS Chapter 278 and investigate the methods and practices of utilities to require them to conform to the laws of this state, and to all reasonable rules, regulations and orders of the commission not contrary to law.

STATEMENT OF THE FACTS

8. The Frankfort Plant Board (FPB) received a bill from BellSouth on October 23, 2003 which listed a series of $9.95 "other charges and credits" and associated $.60 "tax". No other explanation of the charge was provided on the bill. We subsequently determined that the charges were associated with the establishment of directory listings for telephone numbers that had been ported from BellSouth and also for FPB initiated telephone numbers. In accordance with BellSouth procedures for requesting billing adjustments, on October 29,

2003 the Frankfort Plant Board electronically filed a Billing Adjustment Request Form (BAR) to BellSouth disputing the charges (Exhibit 1). An electronic response was received from BellSouth indicating the dispute form had been received by BellSouth and would be investigated.

9. No further response came from BellSouth until a November 23, 2003 bill was received with additional "other charges and credits" for directory listings from the previous month. A few days later FPB received a notice from BellSouth dated November 28, 2003 indicating that the October 23 charges (which FPB had withheld pending resolution of the dispute) had not been received. The BellSouth noticed stated the following (Exhibit 2).

> "IF PAYMENT OF THIS AMOUNT IS NOT RECEIVED BY DECEMBER 15, 2003 REQUESTS FOR ADDITIONAL SERVICE WILL BE REFUSED. YOUR END USER'S SERVICE WILL BE INTERRUPTED UNLESS PAYMENT OF YOUR REGULATED CHARGES IS RECEIVED BY DECEMBER 30, 2003."

10. Having still received no response from BellSouth to its prior dispute form, on December 1, 2003, FPB filed a second dispute form for the "other charges and credits" from the November bill (Included with Exhibit 1). FPB called BellSouth on December 5, 2003 and requested a status on its billing dispute. FPB again called BellSouth on December 12, 2003 and again requested a status on its dispute. At that time FPB was verbally advised that its dispute had been rejected. The billed charges were described as secondary service charges that were applied because of the "transfer of responsibility" for the directory listings from BellSouth to FPB. Because BellSouth contends that the dispute had been resolved, FPB has paid all outstanding and current charges related to this issue to avoid interruption of service to its customers.

11. On May 4, 2004, at the request of FPB, representatives from BellSouth and the Frankfort Plant Board had a conference call to further discuss our contention that the application of the secondary service charge for "change of responsibility" is inappropriate. BellSouth agreed to further investigate this matter and provide a written response of its findings. On May 28, 2004 the attached letter was received from BellSouth indicting that it considered the charges to be appropriate. (Exhibit 3)

12. Notwithstanding the BellSouth response, FPB still maintains that a BellSouth secondary service charge should not apply for the following reasons.

A. **It is contrary to the explicit language of the interconnection agreement between BellSouth and the Frankfort Plant Board that has been approved by the Public Service Commission.** The interconnection agreement states that *"BellSouth shall provide to FPB one primary White Page listing per FPB subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs."* (paragraph 4.2) The BellSouth Kentucky General Exchange Tariff for Directory Listings (tariff reference: A.6.1,E.) says that one listing is furnished without extra charge. <u>The tariff contains no service order charge to establish an initial directory listing for BellSouth customers</u>. The situations in which "applicable service charges" referenced in the interconnection agreement might apply are clearly defined in the BellSouth tariff. The tariff states that a *"Secondary Service Charge, as specified in Section A4 of this Tariff, applies when an order is issued solely to add or change a directory listing"*. (tariff reference A6.1.1,I.) Contrary to this tariff regulation, BellSouth is charging the secondary service charge to FPB for ported telephone numbers where there is no add or change at all in the customer directory listing. If BellSouth had planned to bill a charge that was not standard practice in the tariff referenced by the interconnection agreement it should have been clearly stated so in the interconnection

agreement. A basic premise of contract law is that the originator of a contract (BellSouth) bears the responsibility to ensure that all applicable charges are clearly stated. BellSouth has failed to meet its obligation to do in this case.

B. **The Secondary Service Charge was not approved by the Public Service Commission for this application.** Section A4.2.4 of the BellSouth Kentucky General Exchange Tariff provides the conditions under which a secondary service charge may appropriately be applied. The 'transfer of responsibility" contemplated by the tariff refers to one end user assuming responsibility for a directory listing from another end user. No other explanation is reasonable, since the Kentucky Public Service Commission last approved this tariff reference on November 1, 1995, four months before the 1996 Telecom Act became law. For BellSouth to arbitrarily employ this secondary service charge as a miscellaneous additional charge billed only to competitive local exchange companies (CLECs) is contrary to the original intent of the tariff charge approved by the Commission. CLECs, which did not exist at the time this tariff was approved, have not been provided the due process opportunity to review or comment on the reasonableness of such a charge. A regulated monopoly provider of a service such as directory assistance should not have the discretion to charge whatever they feel like without due process.

C. **The application of a secondary service charge is contrary to the Commission Order in Case No. 2001-045.** In its Order, the Commission discussed the application of this secondary service charge in the case initiated by a BellSouth local telephone reseller (SouthEast Telephone). The Commission Order states that "BellSouth should impose these charges upon SouthEast and its customers in exactly the same manner and under exactly the same circumstances applicable to charges imposed upon its own customers. If BellSouth waives the charge for its own

D. **There is no cost basis for the charge.** The Commission Order in Docket 2001-045 also referenced BellSouth's assertion that the secondary service charge is *"an administrative processing charge for changes to existing accounts"*. Particularly in the case of a ported telephone number there is no change to any existing account. BellSouth is not doing anything to the customer's listing. FPB simply notifies BellSouth of the fact that there is to be no change to the customer listing. A directory listing for John Doe at 555-2345 in the BellSouth directory will not change when he ports his number from BellSouth to FPB local service. That same John Doe has been paying a monthly number portability charge to BellSouth for several years to be provided the capability of doing exactly that. To now require an additional $9.95 for BellSouth to do nothing is unfair to that customer and nothing more than an effort to discourage competition. Furthermore, BellSouth is presumably well compensated when it provides these customer listings to other companies and the value of the directory listings it produces is dependent on its completeness. It is of benefit to BellSouth to have as many CLEC listings as possible included in the directory. There is no cost justification for an additional $9.95 charge.

The above BellSouth tariff pages and interconnection agreement pages referenced above are included as Exhibit 4.

WHEREFORE, For the above reasons the Frankfort Plant Board respectfully requests that the Commission take the following actions.

1. Order BellSouth to cease application of a secondary service charge for change of responsibility applicable to directory listings.
2. Order BellSouth to immediately refund to FPB all such charges that were billed and paid by FPB to BellSouth in the past.

had withheld pending resolution of the dispute) had not been received. The BellSouth noticed stated the following (Exhibit 2).

"IF PAYMENT OF THIS AMOUNT IS NOT RECEIVED BY DECEMBER 15, 2003 REQUESTS FOR ADDITIONAL SERVICE WILL BE REFUSED. YOUR END USER'S SERVICE WILL BE INTERRUPTED UNLESS PAYMENT OF YOUR REGULATED CHARGES IS RECEIVED BY DECEMBER 30, 2003."

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user assuming responsibility for a directory listing from another end user. No other explanation is reasonable, since the Kentucky Public Service Commission last approved this tariff reference on November 1, 1995, four months before the 1996 Telecom Act became law. For BellSouth to arbitrarily employ this secondary service charge as a miscellaneous additional charge billed only to competitive local exchange companies (CLECs) is contrary to the original intent of the tariff charge approved by the Commission. CLECs, which did not exist at the time this tariff was approved, have not been provided the due process opportunity to review or comment on the reasonableness of such a charge. A regulated monopoly provider of a service such as directory assistance should not have the discretion to charge whatever they feel like without due process.

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BELLSOUTH

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Sent Via Electronic Mail and Certified Mail

July 13, 2004

Assistant General Manager
The Electric and Water Plant Board of the City of Frankfort
317 West Second Street
Frankfort, KY 40601

Subject: Request for Interconnection Agreement Amendment between The Electric and Water Plant Board of the City of Frankfort and BellSouth Telecommunications, Inc. in Compliance with Vacatur/Remand of Triennial Review Order

Dear Sir:

This is a formal notice under the Interconnection Agreement between BellSouth Telecommunications, Inc. (BellSouth) and The Electric and Water Plant Board of the City of Frankfort (FPB) for Kentucky.

Effective June 16, 2004, the United States Court of Appeals for the District of Columbia Circuit issued its mandate (Court Ruling) in the appeal of the Federal Communication Commission's (FCC) Triennial Review Order (TRO). The Court, among other things, vacated the FCC's rules associated with mass-market switching, high capacity dedicated transport, dark fiber and high capacity loops, thereby eliminating BellSouth's obligation pursuant to Section 251 of the 1996 Telecommunications Act (Act) to provide these services as Unbundled Network Elements (UNE) at Total Element Long-Run Incremental Cost (TELRIC) rates.

BellSouth hereby requests that FPB enter into an amendment that is compliant with the Court Ruling. BellSouth makes this request pursuant to the change of law provisions in Section 13.3. Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to reach agreement within 90 days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement. BellSouth intends to pursue its legal, equitable and/or regulatory rights to ensure that the existing Interconnection Agreement between the parties is modified, reformed or amended to properly reflect the Court's mandate in an expeditious manner.

BellSouth's proposed Amendment, which replaces the existing Attachment 2, Network Elements and Other Services, in its entirety is being sent via electronic mail. This new Attachment 2 reflects changes pursuant to the Court Ruling by removing rates, terms and conditions for services that are no longer required to be offered at TELRIC rates.

For execution, please print one full original Interconnection Agreement amendment and a duplicate signature page. The full original will become your file copy of the amendment. I will print BellSouth's originals from the files attached to this email. Execute both original signature pages and return only those pages to my attention. These will be executed on behalf of BellSouth and I will return one fully executed original signature page to you for inclusion in your

As a result, CLECs such as AT&T and MCI that depend heavily on UNE-P to access customers could be in limbo as early as next Wednesday. Many CLEC representatives have predicted RBOCs will use their new-found leverage to raise wholesale rates to levels that will cause consumers' phone bills to rise and possibly jeopardize the financial viability of competitive carriers.

Such a result could prove harmful to Bush's re-election campaign, which already faces questions about skyrocketing gas prices on the domestic front. However, SBC Communications yesterday issued a statement that it would maintain UNE prices at their current level for the rest of the year. BellSouth and Verizon previously tried to quell fear of industry chaos by indicating no customers would be cut off when the court mandate becomes effective.

If the Supreme Court does not approve a stay extension or decide to hear the case, the FCC will have to rewrite the UNE rule after having courts overturn its first three efforts since the passage of the 1996 Telecommunications Act. Acting NTIA Administrator Michael D. Gallagher said the administration would "urge" the FCC to pass interim rules regarding UNEs while working to develop a permanent solution.

"During the time that these interim rules are in place, the administration will encourage the FCC to develop final national ground rules that appropriately continue competition and are sustainable in the courts," Gallagher said in a prepared statement. "The administration will also continue to support negotiated commercial agreements and will continue to urge all parties to negotiate commercial agreements in good faith."

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files. BellSouth will file the signed Interconnection Agreement amendment with the appropriate state commission.

This notice, including the reminder of your opportunity to pursue the dispute resolution process, is consistent with BellSouth's commitment to Chairman Powell and the FCC that it will not unilaterally increase prices for carriers with current interconnection agreements. If you are interested in discussing alternative services available from BellSouth that may be provided in lieu of the products and services that are no longer available as UNEs pursuant to the Interconnection Agreement, please let me know.

Should you have any questions, please feel free to contact me.

Sincerely,

Patricia C. Wanner
Manager - Interconnection Services

Attachments