

Ernie Fletcher  
Governor

LaJuana S. Wilcher, Secretary  
Environmental and Public  
Protection Cabinet

Christopher L. Lilly  
Commissioner  
Department of Public Protection

Cinergy Communications Company  
1419 W. Lloyd Expressway  
Evansville, IN 47710



Commonwealth of Kentucky  
**Public Service Commission**  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, Kentucky 40602-0615  
Telephone: (502) 564-3940  
Fax: (502) 564-3460  
psc.ky.gov

Mark David Goss  
Chairman

Teresa J. Hill  
Vice Chairman

Gregory Coker  
Commissioner

July 18, 2006

RE: Case No. 2006-00342

We enclose one attested copy of the Commission's Order in the above case.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth O'Donnell".

Beth O'Donnell  
Executive Director

BOD/jc  
Enclosure

Cinergy Communications Company  
1419 W. Lloyd Expressway  
Evansville, IN 47710

Edward T. Depp  
Dinsmore & Shohl, LLP  
1400 PNC Plaza  
500 West Jefferson Street  
Louisville, KY 40202

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BRANDENBURG TELEPHONE COMPANY )  
 )  
COMPLAINANT )  
 )  
v, ) CASE NO. 2006-00342  
 )  
CINERGY COMMUNICATIONS COMPANY )  
 )  
DEFENDANT )

ORDER TO SATISFY OR ANSWER

Cinergy Communications Company ("Cinergy ") is hereby notified that it has been named as defendant in a formal complaint filed on July 7, 2006, a copy of which is attached hereto.

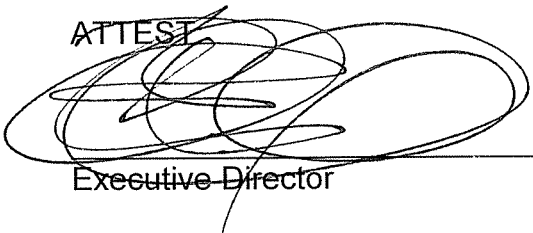
Pursuant to 807 KAR 5:001, Section 12, Cinergy is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

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 18th day of July, 2006.

By the Commission

ATTEST



Executive Director

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

COPY

In the Matter of:

BRANDENBURG TELEPHONE )  
COMPANY )  
Complainant )  
v. )  
CINERGY COMMUNICATIONS )  
COMPANY )  
Defendant )

Case No. 2006-00347

RECEIVED

JUL 7 2006

PUBLIC SERVICE  
COMMISSION

FORMAL COMPLAINT

Brandenburg Telephone Company ("Brandenburg Telephone"), by counsel, for its formal complaint against Cinergy Communications Company ("Cinergy"), pursuant to KRS 278.030, hereby states as follows.

1. The full name and address of Brandenburg Telephone is Brandenburg Telephone Company, 200 Telco Drive, PO Box 599, Brandenburg, Kentucky 40108. Brandenburg Telephone is a local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Brandenburg Telephone is a Kentucky corporation.

2. The full name and address of Cinergy is Cinergy Communications Company, 1419 W. Lloyd Expressway, Evansville, Indiana 47710. Cinergy is a long distance carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Cinergy is a Kentucky corporation.

3. The facts supporting this complaint are set forth more fully below; but briefly, this complaint concerns Cinergy's refusal to pay Brandenburg Telephone for charges incurred with

respect to access services provided to Cinergy by Brandenburg Telephone, pursuant to the Duo County Tariff and the National Exchange Carrier Association, Inc. ("NECA") Tariff, each of which Brandenburg Telephone has opted-into.

#### **APPLICABLE LAW**

4. Pursuant to KRS 278.040, the Public Service Commission of the Commonwealth of Kentucky ("Commission") has jurisdiction "over the regulation of rates and service of utilities" within the Commonwealth.

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

6. Pursuant to KRS 278.030 (1), "[e]very 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). Subsection (2) of KRS 278.030 allows a utility to "employ in the conduct of its business suitable and reasonable classifications of its service, patrons and rates."

#### **STATEMENT OF THE FACTS**

7. Brandenburg Telephone has regularly invoiced Cinergy for the services it provides.

8. Cinergy received monthly CABS bills from Brandenburg Telephone since January 16, 2005 without any billing inconsistencies.

9. On March 23, 2006, Brian Main, an employee of Cinergy's Bill Audit Group, sent Brandenburg Telephone a notice of a dispute (Exhibit 1) with respect to a \$400 feature group D access bill. In the "Remarks" section of the notice of dispute, Mr. Main states "[t]his is a formal dispute for all charges for access/usage billed. Payment will be withheld until CDRs are received, and usage is verified. Please see accompanying e-mail." Neither the "Billing Claim Form" nor the accompanying e-mail of Exhibit 1 provide additional details.

10. In a letter dated April 21, 2006 (Exhibit 2), Robert Bye, VP and General Counsel for Cinergy, provided a second notice that Cinergy disputed the \$400.00 invoice, but his letter lacked any specific details or reasons for disputing the total bill for feature group D access.

11. If Cinergy is unwilling to pay the standard fee for CDRs, Cinergy could have alternatively relied on Duo County Tariff Section 2.4.1 (E), "Billing Disputes Resolved in Favor of the Customer", which states:

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund any overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment.

12. Cinergy has not sought relief under the Duo Tariff because Cinergy has not paid the total billed amount.

13. Section 2.4.1 (D), "Payment of Rates, Charges and Deposits; Billing Disputes" of the NECA Tariff provides:

- (1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, when available, by accessing such information on the Telephone Company's website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds the disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Telephone Company to investigate the merits of the dispute.
- (2) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (D) (1), above.
- (3) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim, i.e., resolved in favor of the customer or resolved in favor of the Telephone Company, and credits the customer's account, if applicable.

14. Brandenburg Telephone responded in a letter dated April 25, 2006. (*See Exhibit 3*). In this letter, Brandenburg Telephone accurately stated that if there were differences between the billed traffic measurements and Cinergy's internal traffic measurements, then (1) Brandenburg Telephone, in compliance with the applicable tariffs, would attempt to resolve the dispute in good faith and (2) Cinergy must pay Brandenburg Telephone in full for all undisputed amounts. In addition, the letter explained that Brandenburg Telephone would begin applying any applicable late payment charges to Cinergy for amounts billed but not paid.

15. As of this date, Brandenburg Telephone has received only the previously mentioned notice of dispute for the February 16, 2006 invoice. Cinergy has refused to pay invoices for March, April, and May, 2006, despite its failure to submit notices of dispute for those invoices.

16. Contrary to Section 2.4.1 (D) of the NECA Tariff, Cinergy has failed to provide specific details regarding the reason for its dispute of all Brandenburg Telephone invoices to date.

17. Cinergy has requested call detail records ("CDRs") from Brandenburg Telephone through its notice of dispute for the February 16, 2006 invoice (Exhibit 1).

18. Brandenburg Telephone is willing to supply CDRs to Cinergy, at the usual and customary fee it charges all carriers requesting CDRs. That usual and customary fee is \$500 for each monthly set of CDRs provided.

19. Brandenburg Telephone has expressed its willingness to supply CDRs at the standard fee of \$500 to Cinergy on multiple occasions. (*See Exhibit 3 and Exhibit 4*). Brandenburg Telephone has never refused to supply CDRs.

20. Cinergy has refused to pay the usual and customary fee of \$500 to receive the CDRs on the apparent theory that it has no payment obligations to Brandenburg Telephone, in the absence of free CDRs. As a result, Brandenburg Telephone has not provided CDRs to Cinergy.

21. Cinergy has refused to provide Brandenburg Telephone with any information with respect to its internal traffic measurements or any further information to assist in resolving this matter.

22. In an e-mail from Vickie Shoemaker, Cinergy's Margin Assurance Manager (Exhibit 5), Cinergy incorrectly states that (1) Brandenburg Telephone has the burden of proving the accuracy of its billing and (2) Brandenburg Telephone refused to provide the CDRs.

23. To the contrary, Section 2.4.1 (D) of the NECA Tariff clearly states that the non-paying party must provide pertinent details about a bona fide dispute to the billing party, including the specific items on the bill being disputed.

24. Cinergy has the burden of proving an actual dispute. Brandenburg Telephone has responded to Cinergy's notice of dispute and has never withheld CDRs. Rather, Cinergy has simply refused to pay the standard fee for the CDRs.

25. Presently, Cinergy has failed to pay for Feature Group D access billing on the following invoices for the following amounts:

February 16, 2006	\$580.34
March 16, 2006	\$649.37
April 16, 2006	\$592.07
May 16, 2006	\$701.77

26. In a letter dated May 17, 2006 (Exhibit 6), counsel for Brandenburg Telephone notified Cinergy that Brandenburg Telephone would terminate Cinergy's services on June 19, 2006, pursuant to 807 KAR 5:006, Sections 13 and 14.

27. As of this date, Cinergy owes Brandenburg Telephone \$2,523.55 in past due charges (total from paragraph 25 above) and \$707.77 in current charges.



28. Despite Brandenburg Telephone's attempts to resolve this dispute by negotiation, Cinergy has failed to attempt to resolve this dispute in a reasonable time or in a reasonable manner.

29. Section 2.4.1 (D) of the Duo County Tariff provides as follows:

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C) (2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest shall not begin until 10 days following the payment date.

30. Likewise, Section 2.4.1 (D) (4) of the NECA Tariff states:

In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C) (2).

31. Brandenburg Telephone has initiated this formal complaint to collect full payment from Cinergy for services rendered to it, including late payment charges as described in the applicable tariffs.

**WHEREFORE**, Brandenburg Telephone respectfully requests that the Commission take the following actions:

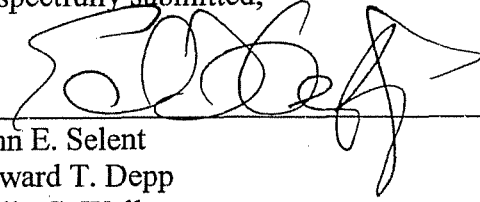
1. Order Cinergy to pay immediately for past services rendered by Brandenburg Telephone, in the amount of \$2,523.55.

2. Order Cinergy to pay immediately for current services (as reflected in Brandenburg Telephone's June 16, 2006 invoice to Cinergy) rendered by Brandenburg Telephone, in the amount of \$707.77.

3. Order Cinergy to timely pay for future services rendered by Brandenburg Telephone or face termination of services from Brandenburg Telephone, pursuant to 807 KAR 5:006.

4. Grant Brandenburg Telephone any and all other legal and equitable relief to which it is entitled.

Respectfully submitted,



---

John E. Selent  
Edward T. Depp  
Holly C. Wallace  
**DINSMORE & SHOHL LLP**  
1400 PNC Plaza  
500 W. Jefferson Street  
Louisville, KY 40202  
(502) 540-2300 (telephone)  
(502) 585-2207 (facsimile)

**COUNSEL TO BRANDENBURG  
TELEPHONE COMPANY**

111432v1  
30256.100



**CINERGY COMMUNICATIONS – MARGIN ASSURANCE  
BILLING CLAIM FORM**

DATE:	March 23, 2006
CLAIM NUMBER:	DT2398
VENDOR NAME:	Brandenburg Telephone
ACCOUNT REP:	Holly Mattingly
BAN:	
FAX NUMBER:	913-492-1684

**TYPE OF CLAIM & DISPUTE AMOUNT:**

INSTALLATION CHARGES:		NRC:	
DISCONNECT:		USAGE:	
TAXES:		PIC-C:	
MRC:		OTHER: LPC	

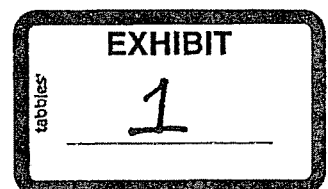
PREPARED BY:	Brian Main	ATTACHMENTS:	NONE
REMARKS:	THIS IS A FORMAL DISPUTE FOR ALL CHARGES FOR ACCESS/USAGE BILLED. PAYMENT WILL BE WITHHELD UNTIL CDRS ARE RECEIVED, AND USAGE IS VERIFIED. PLEASE SEE ACCOMPANYING EMAIL.		

**CREDIT ADJUSTMENTS AND CLAIM CORRESPONDENCE SHOULD REFERENCE THE ABOVE CLAIM NUMBER. PLEASE USE THE SECTION BELOW FOR YOUR RESPONSE.**

**LEC RESPONSE SECTION:**

ACKNOWLEDGED BY:	
ACKNOWLEDGMENT DATE:	
RESOLUTION DATE:	
NOTES:	

All responses to the above dispute should be sent via fax to: 913-492-1684, Attention Bill Audit, or via digital sender to: bill-audit@cinergycom.net



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**From:** Brian Main [mailto:bmain@cinergycom.com]  
**Sent:** Thursday, March 23, 2006 2:27 PM  
**To:** hmattingly@bbtel.com  
**Subject:** Bill Audit New Billing Location and Audit Policy

Dear Holly --

Please be advised of new processes being developed by CCC.

As part of these new processes we are requesting the following for all billing:

- (1) Provide CDRs (Call Detail Records) to Cinergy Communications Company
- (2) Update your Customer Contact information and billing address listed for us.

With these new processes in place that CCC is auditing all usage based invoices via detailed inspection of CDRs and will not pay for future invoice usage until a CDR (that directly correlates to the paper invoice) can be obtained and validated to match them up to our switch records historically.

This would apply to each BAN being billed separately from different months. However, if after reviewing these records and we find any discrepancies, we will request additional CDRs.

Specifically, once CCC is able to validate billing usage then we would "love" the opportunity to move towards a mechanized billing process.

Please update your records to reflect updates to our customer address with you.

Current Customer Address: (Incorrect)

**Cinergy Communications and/or LDM c/o Community Telephone**  
1419 West Lloyd Expy, #101  
Evansville, IN 47710

Updated Customer Address: (Corrected)

Cinergy Communications Company  
Attn: Bill Audit  
8829 Bond Street  
Overland Park, KS 66214  
[bill-audit@cinergycom.net](mailto:bill-audit@cinergycom.net)

These requested changes will apply to the following BANS:

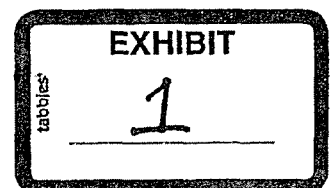
0536-1  
0536-2

**Please send reply to: [bill-audit@cinergycom.net](mailto:bill-audit@cinergycom.net)**

Thank you in advance for your assistance during our transitional period.

**Brian Main**

Bill Audit Group      Cinergy Communications  
913 754-3343 (voice)    8829 Bond Street  
913 492-1684 (fax)      Overland Park, KS 66214





Robert A Bye  
VP and General Counsel  
Cinergy Communications Company  
8829 Bond Street  
Overland Park, KS 66214  
Phone: 913.754.3333  
Fax: 812.759.1731  
Email: Bye@cinergy.com

April 21, 2006

**CINERGY.**  
COMMUNICATIONS

Mr. John Selent  
Attorney at Law  
c/o Brandenburg Telephone Co.  
P.O. Box 599  
Brandenburg, KY 40108

Re: Request for validation

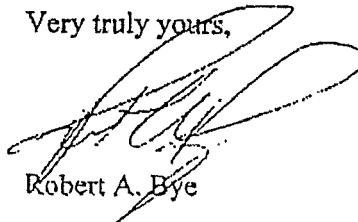
Dear Mr. Selent:

I am told that you represent Brandenburg Telephone Co. Your client would not provide your address or telephone number, but rather indicated that I should write you care of this address.

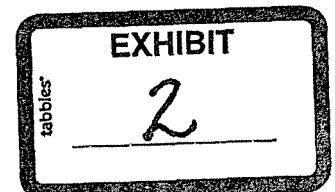
Brandenburg invoiced our company in the amount of \$400.00 for Feature Group D access billing. We disputed this amount and requested Call Detail Records ("CDRs"). It is common practice in the industry to provide CDRs in the event of a dispute. These are requested of our company almost every day and we provide them without question. In this case, your client has demanded payment of \$500, an amount in excess of the disputed amount.

We cannot validate this traffic without CDRs. We will not pay for any traffic that cannot be validated. Therefore, please direct your client to either produce the CDRs or accept our dispute. If you have any questions, please do not hesitate to contact me directly.

Very truly yours,



Robert A. Bye







April 25, 2006

Mr. Main,

Brandenburg Telephone Co. has received your billing dispute dated March 23, 2006 and we are denying the entire dispute. If there are differences between your own traffic measurements and our billing, we will reopen this dispute based on the minutes that are disputed. In this situation, we would expect full payment on all undisputed amounts.

As we have stated previously, Brandenburg Telephone Co. will provide CDR records to Cinergy for \$500. This is the standard fee we charge to any company who wants to receive these records.

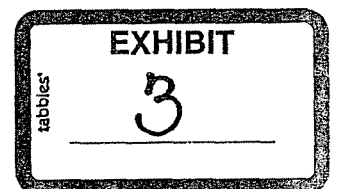
Brandenburg Telephone Co. will begin applying any applicable late payment charges to Cinergy for amounts billed but not paid.

Cinergy has been receiving these monthly CABS bills since January 16, 2005 without any billing inconsistencies. Brandenburg Telephone Co. bills out of the Duo County Tariff consistent with the rules and regulations set by the FCC and the Kentucky PSC. Cinergy cannot suddenly dispute the entire billing by Brandenburg Telephone Company and not pay our access bills for services rendered.

If you have any questions, please give me a call at your convenience.

Sincerely,

Randall Bradley





**Dinsmore & Shohl** LLP  
ATTORNEYS

John E. Selent  
502-540-2315  
john.selent@dinslaw.com

May 17, 2006

Robert A. Bye, Esq.  
VP and General Counsel  
Cinergy Communications Company  
8829 Bond Street  
Overland Park, KS 66214

**Re: Brandenburg Telephone Company's Switched Access Charges to Cinergy  
Communications Company**

Dear Mr. Bye:

We are counsel to Brandenburg Telephone Company. In that capacity, we have been requested to respond to your letter of April 21, 2006 regarding Brandenburg Telephone Company's bill to Cinergy Communications Company ("Cinergy") for switched access services.

Brandenburg Telephone Company provided Cinergy with a bill that complies with industry standards. In addition, Brandenburg Telephone Company informed Cinergy that if it wanted detailed records, Brandenburg Telephone Company would provide it with Call Detail Records at a cost of \$500. As Randall Bradley indicated in his letter of April 25, 2006 to Mr. Brian Main, this is the standard fee that Brandenburg Telephone Company charges all carriers requesting Call Detail Records.

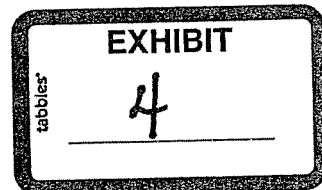
Thank you, and if you have any questions with regard to this matter, please call me.

Very truly yours,

DINSMORE & SHOHL LLP

  
John E. Selent

JES/HCW/rk



Robert A. Bye, Esq.  
May 16, 2006  
Page 2

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Enclosure

cc: Holly C. Wallace, Esq.  
Edward T. Depp, Esq.

Robert A. Bye, Esq.  
May 16, 2006  
Page 3

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bc: Allison T. Willoughby  
Randall Bradley

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25868-1



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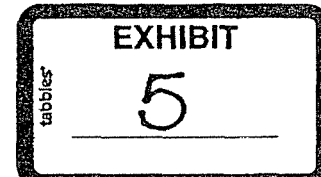
**From:** Vickie Shoemaker [mailto:vickies@cinergycom.com]  
**Sent:** Tuesday, April 25, 2006 3:42 PM  
**To:** hmattingly@bbtel.com  
**Cc:** 'Bob Bye'; 'Brian Main'  
**Subject:** FW: Dipute:Brandenburg 0536-1 FGD

Randall neglected to include his contact information so I am writing to you instead.

Cinergy Communications does dispute the amount of traffic you are billing us, as our switch records do not reflect anywhere near the volume of LD that you are billing. Our agreement with SCRTC is Bill and Keep and absent switch records (you refuse to provide), we believe this to be entirely local traffic and noncompensable.

Cinergy Communications Company is not going to purchase records to validate your billing. The burden of proof of the accuracy of your bills lies with you and we will incur no additional expense due to your intentional delays in providing the requested information.

Vickie Shoemaker  
Margin Assurance Manager  
Cinergy Communications Company  
8829 Bond Street  
Overland Park, KS 66214  
913-754-3336 Direct Line







U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(No Insurance Coverage Provided)

**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, on the front if space permits.

Article Addressed to:

Cinergy Communications Co.  
 Attention: Bill Audit  
 8829 Bond Street  
 Overland Park, KS 66214

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature RS Wallace  Agent  Addressee

B. Received by (Printed Name) RS Wallace C. Date of Delivery 5/19/06

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

Article Number 7006 0100 0000 9010 5175  
 Transfer from s

Postmark: 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Attn: Bill Audit  
 8829 Bond Street  
 Overland Park, KS 66214

**Re: Termination of Service of Cinergy Communications Company ("Cinergy")**

To Whom It May Concern:

The purpose of this letter is to notify Cinergy that Brandenburg Telephone Company ("Brandenburg Telephone") will terminate Cinergy's services billed under account number on June 19, 2006 pursuant to 807 KAR 5:006, Sections 13 and 14.

As Brandenburg Telephone has previously explained to Cinergy in full detail, Cinergy has failed and refused to pay Brandenburg Telephone's switched access charges as required by Brandenburg Telephone's applicable tariff on file with the Public Service Commission of the Commonwealth of Kentucky. As of the date of this letter, Cinergy owes Brandenburg Telephone \$1821.78 in past due charges, and \$701.77 in current charges under account number. Cinergy's conduct supplies two alternate bases on which Brandenburg Telephone may terminate Cinergy's service.

Termination of service is governed by 807 KAR 5:006, Section 14, entitled "Refusal or Termination of Service." That regulation provides, in pertinent part:

(a) A utility may terminate service for failure to comply with applicable tariffed rules or commission administrative regulations pertaining to that service.



John E. Selent  
502-540-2315  
John.Selent@dinslaw.com

May 17, 2006

**VIA CERTIFIED U.S. MAIL, RETURN  
RECEIPT REQUESTED and FIRST-  
CLASS UNITED STATES MAIL**

Cinergy Communications Company  
Attn: Bill Audit  
8829 Bond Street  
Overland Park, KS 66214

**Re: Termination of Service of Cinergy Communications Company ("Cinergy")**

To Whom It May Concern:

The purpose of this letter is to notify Cinergy that Brandenburg Telephone Company ("Brandenburg Telephone") will terminate Cinergy's services billed under account number on June 19, 2006 pursuant to 807 KAR 5:006, Sections 13 and 14.

As Brandenburg Telephone has previously explained to Cinergy in full detail, Cinergy has failed and refused to pay Brandenburg Telephone's switched access charges as required by Brandenburg Telephone's applicable tariff on file with the Public Service Commission of the Commonwealth of Kentucky. As of the date of this letter, Cinergy owes Brandenburg Telephone \$1821.78 in past due charges, and \$701.77 in current charges under account number Cinergy's conduct supplies two alternate bases on which Brandenburg Telephone may terminate Cinergy's service.

Termination of service is governed by 807 KAR 5:006, Section 14, entitled "Refusal or Termination of Service." That regulation provides, in pertinent part:

(a) A utility may terminate service for failure to comply with applicable tariffed rules or commission administrative regulations pertaining to that service.

...

(f) A utility may terminate service at a point of delivery for nonpayment of charges incurred for utility service at that point of delivery.

Sections 14(1)(a) and 14(1)(f) each provide an independent basis on which Brandenburg Telephone may terminate Cinergy's service. Under Section 14(1)(a), Brandenburg Telephone may terminate Cinergy's service because Cinergy has failed to comply with Brandenburg Telephone's tariff by failing to pay switched access charges. As required by Section 14(1)(a), Brandenburg Telephone has made a reasonable effort to obtain compliance by advising Cinergy of its position in full detail by letter dated April 25, 2006. Further, Brandenburg Telephone is providing more than 10 days notice of termination.

Alternatively, under Section 14(1)(f), Brandenburg Telephone may terminate Cinergy's service because Cinergy has failed to pay switched access charges incurred for utility service. As required by Section 14(1)(f)2-3, Brandenburg Telephone is providing more than five days notice of termination, and the termination will not occur within 20 days of the latest original unpaid bill which was sent on May 17, 2006.

Having satisfied the grounds for termination of service pursuant to both Sections 14(1)(a) and 14(1)(f), written termination notice must be provided in accordance with Section 13(5). Section 13(5) provides:

When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination. The termination notice shall also comply with the applicable requirements of Section 14 of this administrative regulation.

This letter complies with the advance termination notice requirements of Section 13(5) because, among other things, it plainly states the reason for termination and it is being provided separate and apart from any Brandenburg Telephone bill to Cinergy. Further, as required by Section 13(5), Brandenburg Telephone hereby informs Cinergy that the termination date of June 19, 2006 will not be affected by receipt of any subsequent bill from Brandenburg Telephone to Cinergy. Finally, Cinergy has the right to dispute the reasons for termination.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP

  
John E. Selent

cc: Robert A. Bye, Esq.  
Beth O'Donnell, Ex. Dir. of KY PSC

109845v1  
30256-100

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1.  Addressee's Address
- 2.  Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

7005 1820 0006 1154 7717

4a. Article Number

*Energy Communications Company*  
1419 W. Lloyd Expressway  
EVANSVILLE, IN 47710

4b. Service Type

- Registered
- Certified
- Express Mail
- Insured
- COD
- Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

PS Form 3811, December 1997

U.S. GPO: 1992-323-402

**DOMESTIC RETURN RECEIPT**

60-342 JDC 7/18/06

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