EZ Phone, Inc.

Long Distance

EZ Phone, Inc.

OF

Akron, Ohio

Rates, Rules, and Regulation for Furnishing
Telecommunications Service

IN

The Commonwealth of Kentucky

Filed with the PUBLIC SERVICE COMMISSION OF
KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 14 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued: July 7, 1997

Effective: August 14, 1997

Issued By: Daniel Coulter, President
EZ Phone, Inc.
1095 Home Avenue
Akron, OH 44310

CHECK SHEET

Sheets 1 through 22, inclusive of this tariff are effective as of the date shown.

Sheet	Revision	Sheet	Revision
1	Original	12	Original
2	Original	13	Original
3	Original	14	Original
4	Original	15	Original
5	Original	16	Original
6	Original	17	Original
7	Original	18	Original
8	Original	19	Original
9	Original	20	Original
10	Original	21	Original
11	Original	22	Original

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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen O. Bey
SECRETARY OF THE COMMISSION

EXPLANATION OF SYMBOLS

The following symbols are reserved for the purposes indicated below:

R - reduction
I - increase
C - changed regulation
T - change in text but no change in rate or regulation
S - reissued matter
M - matter relocated without change
N - new rate or regulation
D - discontinued rate or regulation
Z - correction

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TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 4 and 5 would be 4.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet. These number are used to determine the most current sheet version on file. For example, the 4th revised Sheet 4 cancels the 3rd revised Sheet 4.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

D. When a tariff filing is made, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulations, rates, and charges applicable to the provision of telecommunications service by EZ Phone, Inc. within the Commonwealth of Kentucky. Service is furnished subject to facility availability, transmission conditions, atmospheric conditions, and other like conditions.

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1 DEFINITIONS

Authorization Code: A numeric code, one or more of which are available to a customer to allow access to the carrier and which are used by the carrier to prevent unauthorized access and to identify the customer for billing purposes.

Authorized User: A person, firm, or corporation that is authorized to use the Company's services.

Called Station: The terminating point of the call (i.e. the called number).

Calling Station: The originating point of the call (i.e. the calling number).

Company or Carrier: EZ Phone, Inc.

Customer: Any person, firm, partnership, corporation, or other entity that receives telecommunications services under the provisions and regulations of this tariff. The customer is responsible for payment of charges and compliance with this tariff.

Dedicated Line: A direct channel specifically dedicated to a customer's use between specified points.

Direct Dialed Call: A call requiring no operator assistance. A direct dialed call is completed and billed to the telephone number from which the call originated without the assistance of an automated or live operator. This includes calls forwarded by call forwarding equipment.

End User: A person initiating an interstate telephone call using the Company's services (see also "Authorized User").

FCC: Federal Communications Commission.

Incomplete Call: A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

LATA (Local Access and Transport Area): A geographic area within which local telephone companies may offer telecommunications services (local or long distance).

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1 DEFINITIONS (CONT.)

Local Exchange Carrier (LEC): A telephone company utility that provides local telecommunications services to a specific geographic area for business and residential customers.

Non-recurring Charges: One-time charges that apply for a specific work activity (e.g. installation or change to an existing service).

On-Line Billing: Method of billing where the bill is sent by electronic mail.

Other Common Carrier (OCC): A common carrier other than the Company.

Personal Identification Number (PIN): A numeric code, one or more of which are available to a customer to allow access to the carrier and which are used by the carrier to prevent unauthorized access and to identify the customer for billing purposes.

Point of Presence (POP): The physical location where a long distance carrier terminates its long distance circuits.

Prepaid Phone Card: A calling card sold with a preset balance which is debited according to use.

Private Line: A direct channel specifically dedicated to a customer's use between specified points.

Subscriber: Customer.

Switch: An electronic device that allows circuit sharing, routing, and control.

T-1: A digital transmission link with a capacity of 1.544 Mbps (1,544,000 bits per second). T-1 lines are used for dedicated local access to long distance facilities.

Uncompleted Call: A call where the transmission between the calling and the called station is not established (e.g. busy, no answer, etc.).

Underlying Carrier: A provider of telecommunications services whose network the Company uses to provide telecommunications services to the customers.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides domestic interstate services through the resale of domestic services of other authorized carriers to customers for the transmission of voice, data, and facsimile, and other special service on a switched and dedicated basis. All services are to be provided in accordance with the terms and conditions set forth in this tariff.

The Company installs, operates and maintains the communication services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment, and subject to the terms of this tariff.

2.2.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the customer uses the service in violation of law or in violation of the terms of this tariff.

2.2.3 The customer may not transfer or assign the use of the service or facilities, except with the express consent of the company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2 RULES AND REGULATIONS (CONT.)

2.2 Limitations (Cont.)

2.2.5 The company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.6 The company reserves the right to refuse service to customers due to insufficient or invalid billing information and/or refusal of a third party to accept billing.

2.3 Use

2.3.1 Customers may only use the services provided under this tariff in a manner consistent with the terms of this tariff and the laws of all governmental authorities having jurisdiction over the service.

2.3.2 Services provided under this tariff shall not be used for unlawful purposes.

2.4 Liability of the Company

2.4.1 Except as stated in section 2.4, the Company shall have no liability for damages of any kind arising out of or related to services, events, acts, rights, or privileges related to this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.

2.4.2 The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or facilities shall not exceed the amount that the Company would have charged the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in the transmission occur.

2.4.3 THE COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2 RULES AND REGULATIONS (CONT.)

2.4 Liability of the Company (Cont.)

2.4.4 In no event will the Company be responsible for any indirect, consequential, incidental, or special damages.

2.4.5 The Company is not liable for any act or omission of any other company furnishing any part of the service. No agents or employees of other carriers or companies shall be deemed to be agents or employees of the Company.

2.4.6 The Company shall be indemnified and held harmless by the customer against:

A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's services or facilities;

B. Patent infringement claims arising from combining or connecting Company furnished facilities with apparatus and systems of the customer; and

C. All other claims arising out of any act or omission of the customer in connection with any service provided by the Company.

2.4.7 The customer shall indemnify and hold the Company harmless from all loss, claims, demands, suits and other actions, and any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury or death of any person, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

2.4.8 The Company shall not be liable for any defacement or damages to the premises of a customer which is not the direct result of the Company's negligence.

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2 RULES AND REGULATIONS (CONT.)

2.4 Liability of the Company (Cont.)

2.4.9 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to: fire, floods, and other catastrophes; acts of God; atmospheric conditions and other natural phenomena; acts of government; court orders; national emergencies; war; civil disturbances; labor problems; third party acts and omissions (including failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors); and other causes beyond its reasonable control, including failures and fluctuations in electrical equipment.

2.5 Responsibilities of the Customer

2.5.1 The customer is responsible for taking all necessary actions for interconnecting the customer-provided equipment or systems with the Company's facilities or services. The customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

2.5.2 The customer shall ensure that the equipment and/or system properly interfaces with the Company's facilities or services; that the signals emitted into the network are of the proper mode, bandwith, power and signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the FCC or other appropriate certifying body certifies equipment as being acceptable for direct connection with interstate communications service, the Company may allow connection of such equipment to its services without the use of protective interface devices.

2.5.3 If the customer fails to maintain the equipment and/or system properly, resulting in potential harm to the Company's equipment, personnel, or quality of service to other customers, the Company may take any immediate action necessary to protect its facilities, personnel, and quality of service. The Company will promptly notify the customer of the need for protective action (this may include requiring the use of protective equipment at the customer's expense). If this fails to produce satisfactory quality and safety, the Company may, upon written notice, take any additional action necessary to protect its facilities and personnel, including termination of the customer's service.

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2 RULES AND REGULATIONS (CONT.)

2.5 Responsibilities of the Customer (Cont.)

2.5.4 The customer shall be responsible for securing its telephone equipment against fraudulent use of the Company's service. The customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even if those calls originated by fraudulent means from the customer's premises or remote locations. In addition, the customer shall be responsible for all calls charged by fraudulent means to the customer's account.

2.5.5 The customer shall indemnify and hold the Company harmless against claims of liable, slander, and infringement of copyrights, trademarks, trade names, and service marks, arising from the any transmission over the facility; against all claims for infringement of patents arising from the combination or use of the Company's service with the customer's equipment or system; and against all other claims arising out of any act or omission of the customer in connection with the Company's service.

2.5.6 The customer shall be liable for:

A. Loss of Company equipment or facilities at the customer's premises due to theft, fire, flood, or any other casualty or criminal act.

B. Reimbursing the Company for damages to facilities and equipment caused by the negligent or willful acts of the customer or its authorized users, employees, agents, or contractors.

C. Charges incurred with other companies for service at the customer's premises or on the customer's equipment.

D. Payment of Company charges for calls or service originated at the customer's number; accepted at the customer's number (i.e., collect calls); or placed through the customer's calling card or authorization number.

2 RULES AND REGULATIONS (CONT.)

2.6 Interruption of Service

2.6.1 Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, customer's negligence or willful acts, or to the failure of customer provided facilities or equipment. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. The Company will credit the customer for interruptions at the rate of 1/720th of the monthly charge for the facility affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

Credit = A/720 x B

"A" = outage time in hours
"B" = total monthly charge for affected facility

2.6.2 Without incurring liability, the Company may interrupt service at any time for inspection, testing, maintenance, or repair. When possible, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance. The Company will not grant any allowances for interruptions for inspection, testing, maintenance, or repair.

2.6.3 The Company may discontinue service, without notice to the customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls that use certain authorization codes or calling cards accounts when the Company deems it necessary to prevent fraud or other unlawful use of its services. The Company may restore service as soon as it can be provided without undue risk.

2 RULES AND REGULATIONS (CONT.)

2.7 Termination of Service

Without incurring any liability, the Company may (with notice pursuant to 807 KAR 5:006, Section 14) terminate or withhold service for any of the following reasons:

A. Failure to timely pay any charges applicable under this tariff—after five (5) days written notice.

B. Violation of any provision of this tariff—after ten (10) days written notice.

C. Violation of any law, rule, regulation, or policy of a government authority having jurisdiction over the service—after ten (10) days written notice.

D. An order or decision of a court, public utility commission, federal regulatory body, or other government authority prohibiting the Company from providing service—without advance notice.

E. Dangerous conditions which may cause imminent harm to persons or substantial damage to property—without advance notice.

F. Illegal use or theft of service—without advance notice.

2.8 Restoration of Service

A reconnection charge may apply if the Company restores service for a customer disconnected under section 2.7.

2.9 Cancellation of Service by the Customer

A customer may cancel service by providing written or verbal notice to the Company. Service will terminate upon the customer's cancellation.

2 RULES AND REGULATIONS (CONT.)

2.10 Payment for Service

2.10.1 All charges due from the customer are payable to any agency duly authorized to receive such payments. The agency may be a LEC, credit card company, or other billing or collection service. When the LEC serves as the billing agent for the Company or buys the Company's accounts receivables, the terms and conditions for billing, payment, and collection, including without limitation, any late payment charges, specified in the LEC's local exchange service tariff shall apply to charges of the Company.

2.10.2 The customer must present any disputed amounts or claims in writing within 30 days from the date of the invoice. The customer may not withhold undisputed amounts.

2.10.3 An account becomes past due if the customer fails to pay within 21 days after the invoice date.

2.10.4 Bills are due and payable upon receipt. Interest at the lesser of (1) one and one-half percent (1.5%) per month, or (2) the highest rate allowed by law per month shall accrue on any unpaid amount starting 21 days after the invoice date. Additional penalty charges will not be assessed on unpaid penalty charges.

2.10.5 A past due account may subject the customer's service to disconnection.

2.10.6 Failure to receive a bill will not exempt a customer from prompt payment of any sums due.

2.10.7 Usage charges are billed one (1) month in arrears. Recurring charges are billed one (1) month in advance.

2.10.8 The Company will assess a returned check charge of $25.00 for dishonored checks.

2.11 Deposits

The Company does not require a deposit from the customer.

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2 RULES AND REGULATIONS (CONT.)

2.12 Advance Payments

The Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the month.

2.13 Taxes

The customer is responsible for payment of all applicable federal, state, and local taxes, charges, and assessments. All taxes (e.g., gross receipts tax, sales tax, municipal utilities tax, etc.) are listed as separate line items and are not included in the quoted rates. The Company may allocate the taxes, charges, and assessments on a prorated basis among customers within a taxing jurisdiction.

2.14 Right to Backbill for Improper Use

Any person or entity which uses or appropriates the Company's services, whether directly or indirectly, in any unlawful manner or by providing misleading or false information to the Company shall be liable for an amount equal to the charges that would have applied to a customer's actual use of services.

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3 DESCRIPTION OF SERVICES

The Company offers intrastate telecommunications service to customers from and to locations within the State. Intrastate telecommunications service is available 24 hours per day, seven (7) days per week.

3.1 Timing of Calls

Billing for calls placed through the Company's service is based in part on the duration of the call as follows, unless specified otherwise in this tariff:

A. Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry detection methods, including hardware and software detection.

B. Chargeable time for a call ends when either party disconnects from the call.

C. Minimum call duration may vary by service and is specified in Section 4 of this tariff.

D. Billing increments may vary by service and is specified in Section 4 of this tariff.

E. The Company will not charge for unanswered (uncompleted) calls.

3.2 Minimum Call Completion Rate

The customer can expect a call completion rate (number of call s completed / number of calls attempted) of not less than 99% during peak use periods for all FGD services.

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3 DESCRIPTION OF SERVICES (CONT.)

3.3 Calculation of Distance ("V&H")

Usage charges for mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer and that of the destination point is calculated by using the industry standard vertical ("V") and horizontal coordinates ("H") coordinates.

Step 1: Obtain the V and H coordinates for the wire centers serving the customer and the destination point.

Step 2: Obtain the difference between the V coordinate of each wire center. Obtain the difference between the H coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the V difference and the H difference obtained in Step 3.

Step 5: Divide the sum of the squares obtained in Step 4 by 10. Round to the next higher whole number if a fraction remains from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if a fraction remains.

Formula:

$$\text{Mileage} = \sqrt{\frac{(V_1-V_2)^2 + (H_1-H_2)^2}{10}}$$

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3 DESCRIPTION OF SERVICES (CONT.)

3.4 Time of Day Rate Periods

The following rate periods apply to all service offerings, unless otherwise specified. The rate periods (Day, Evening, Night/Weekend) are indicated below:

<table>
<tr><th></th><th>Mon</th><th>Tue</th><th>Wed</th><th>Thu</th><th>Fri</th><th>Sat</th><th>Sun</th></tr>
<tr><td>8:00 am
to
5:00 pm*</td><td colspan="5">Day Rate Period</td><td colspan="2"></td></tr>
<tr><td>5:00 pm
to
11:00 pm*</td><td colspan="5">Evening Rate Period</td><td colspan="2">Eve</td></tr>
<tr><td>11:00 pm
to
8:00 am*</td><td colspan="7">Night/Weekend Rate Period</td></tr>
</table>

* Up to, but not including

3.5 Holiday Rates

The Company may designate certain holidays on which rates may be lower. The Company currently does not recognize any holidays.

3.6 Promotions and Discounts

The Company may, from time to time, offer limited duration promotions. The promotions may include, but is not limited to, discounts and waivers of charges. Such promotions are designed to attract new customers or to increase customer awareness of a particular service.

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3 DESCRIPTION OF SERVICES (CONT.)

3.7 Service Offerings

3.7.1 EZ Long Distance Service

EZ Long Distance Service consists of the furnishing of switched interexchange message telephone service between telephone stations located within the State. Such service is available twenty-four (24) hours a day, seven (7) days a week.

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4 RATES AND CHARGES

4.1 EZ Long Distance Service

$0.28 per minute

Calls are billed in 1 minute increments with a 1 minute minimum.

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3.3 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.4 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

3.5 Lifeline Telephone Service

Lifeline Telephone Service is a service that is available to low income residential customers, which provides for a credit of up to $10.50 on the total of the monthly local service charge and the federal subscriber line charge for eligible customers. To qualify for Lifeline Telephone Service, an applicant must meet the state eligibility requirements.

In addition, the applicant must provide to the Company a certified letter of eligibility or such other form of verification, which the appropriate agency has to issue to show proof that they are eligible to receive Lifeline Telephone Service. T

Lifeline eligibility will be verified periodically. If after verification, a subscriber is identified as being ineligible, the Lifeline Telephone Service credit will be discontinued. The Company will provide written notice to the Customer.

3.6 Kentucky Lifeline Support Surcharge

Pursuant to the Order of the Kentucky Public Service Commission's Order In Adminis trative Case No. 360, dated November 16, 1998, Customer will be billed and is responsible for payment of the Kentucky Lifeline Support Surcharge, which will appear on the Customer's bill as a line item entitled "Kentucky Lifeline Support." The surcharge ordered by the Kentucky Public Service Commission is set forth below.

Kentucky Lifeline Support Surcharge $.05 N

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SECRETARY OF THE COMMISSION

EZ Phone Invoice

PO BOX 123 AKRON, OH 44305
(800) 745-4824

Customer Number: 123456

Mrs. Mary Smith
123 Avenue
Akron, Ohio 44310

Invoice No.	Invoice Date	Previous Bill	Current Charges	Payments Received	Total Amount Due

	Monthly Description	Amount
	Monthly Phone Service	0.00
	Local Taxes	0.00
	State Taxes	0.00
	Federal Taxes	0.00
	Total Current Charges	0.00

Please make your check payable to EZ Phone
Thank you for your business!

REMITTANCE COPY

Mrs. Mary Smith
123 Avenue
Akron, Ohio 44310

Customer # 123456

Total Amount Due:

Amount Enclosed:

PLEASE MAIL YOUR REMITTANCE TO:

EZ Phone
P.O. Box 123
Akron, Ohio 44305

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 14 1997

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION