

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

NOS COMMUNICATIONS, INC.)
)
) CASE NO. 92-352
)
_____)
)
ALLEGED VIOLATION OF KRS 278.020)
AND KRS 278.160)

O R D E R

On September 15, 1992, NOS Communications, Inc. ("NOS") filed a proposed Settlement Agreement, a copy of which is attached hereto and incorporated herein as Appendix A. The settlement expresses Staff and NOS' agreement on a mutually satisfactory resolution of all issues in this case.

In determining whether the results of the Settlement Agreement are in the public interest and are reasonable, the Commission has taken into consideration the steps taken by NOS to remediate and cure its outstanding violations. After consideration of the proposed Settlement Agreement and being otherwise sufficiently advised, the Commission finds that the proposed Settlement Agreement is in accordance with the law and does not violate any regulatory principle. This Settlement Agreement is in the public interest and results in a reasonable solution of this case.


IT IS THEREFORE ORDERED that:

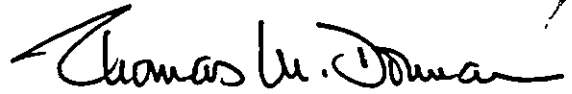
1. The Settlement Agreement is hereby adopted and approved in its entirety as a reasonable resolution to the issues in this case. NOS shall adhere to and comply with all provisions of the Settlement Agreement the same as if individually ordered herein.

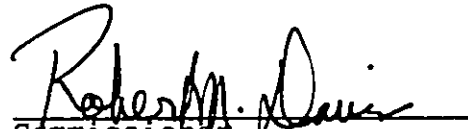
2. NOS shall pay the agreed penalty of \$100 within 10 days of the date of this Order by certified check or money order made payable to Treasurer, Commonwealth of Kentucky. Said check or money order shall be mailed or delivered to the Office of General Counsel, Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky 40601.

Done at Frankfort, Kentucky, this 1st day of October, 1992.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 92-352 DATED October 1, 1992

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

NOS COMMUNICATIONS, INC.)
)
)
 _____) CASE NO. 92-352
)
 ALLEGED VIOLATION OF)
 KRS 278.020 and KRS 278.160)

SETTLEMENT AGREEMENT

WHEREAS, on August 27, 1992, the Commission issued an Order requiring NOS Communications, Inc. ("NOS") to appear before the Commission on September 25, 1992, to show cause why it should not be penalized for providing service prior to receiving a Certificate of Convenience and Necessity in violation of KRS 278.020 and 278.160.

WHEREAS, on September 2, 1992, NOS made an oral request to cancel the hearing to allow NOS and Staff to propose a settlement of the issues.

WHEREAS, on September 3, 1992, a Commission Order cancelled the hearing, scheduled for September 25, 1992, pending settlement negotiations.

WHEREAS, NOS and Staff have reached an agreement on the resolution of the issues. NOS agrees to pay a penalty of \$100.00 and to make refunds or credits to each Kentucky customer in accordance with paragraphs 2 and 3 of this Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. NOS shall pay a penalty in the amount of \$100.00 to be paid in full within 10 days of an Order approving this Settlement Agreement. A certified check for the full amount of the penalty shall be made payable to the Kentucky State Treasurer and delivered to the Office of General Counsel of the Commission, 730 Schenkel Lane, Frankfort, Kentucky 40601.

2. NOS shall commence making refund payments or credits upon issuance of a final Order by the Commission to its Kentucky customers for all charges billed by NOS for intrastate telecommunications service from September 1991 until such time as NOS is authorized to provide intrastate services. Within six (6) months of commencing to make refund payments or credits, NOS shall have completed the crediting and refunding.

3. Within 30 days from the date NOS refunds its customers, NOS shall provide a list to the Commission of the names, addresses, amounts paid, and method of payment for customers entitled to and receiving a refund or credit. Thereafter, NOS shall provide monthly reports to the Commission in performing its obligations under this Settlement Agreement.

4. By signing this Agreement, NOS admits no wilful violation of KRS 278.020 and 278.160, but agrees to take the steps outlined herein.

5. This Settlement Agreement is submitted for purposes of this case only and is not deemed binding upon the parties hereto in any other proceeding, nor is it to be offered or relied upon in any other proceeding involving any other utility.

6. If the Commission issues an order adopting this Settlement Agreement in its entirety, NOS agrees that it shall file neither an application for rehearing with the Commission, nor an appeal to Franklin Circuit Court from such order.

7. If the Settlement Agreement is not adopted in its entirety, NOS reserves the right to withdraw from it and require that hearings go forward upon all or any matters involved herein, and that in such event that terms of the agreement shall not be deemed binding upon the signatories hereto, nor shall such Agreement be admitted into evidence or referred to or relied on in any matter by any signatory hereto.

8. All the parties hereto agree that the foregoing Settlement Agreement is reasonable and in the best interest of all concerned, and urge that this Commission adopt this Agreement in its entirety.

AGREED TO BY:

Charles H. Helein
Hon. Charles H. Helein on behalf
of NOS Communications, Inc.

9/14/92
(Date)

Lori H. Flanery
Hon. Lori Flanery on behalf
of Commission Staff

9/15/92
(Date)