

**Dinsmore & Shohl** LLP  
ATTORNEYS

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October 17, 2005

**VIA HAND DELIVERY**

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

**Re: Joint Petition for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended; Docket No. PSC 2004-00044**

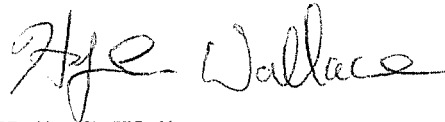
Dear Ms. O'Donnell:

Enclosed for filing in the above-styled case is the original and ten copies of the Joint Petitioners' Petition for Confidential Treatment with regard to the Customer Service Agreement of NewSouth Communications. Pursuant to 807 KAR 5:001, a copy of the Customer Service Agreement, with the information sought to be kept confidential highlighted in yellow, is attached to the original. Redacted copies of the Customer Service Agreement are attached to the ten copies.

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

Very truly yours,

DINSMORE & SHOHL LLP



Holly C. Wallace

HCW/rk  
Enclosure  
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**BEFORE THE  
KENTUCKY PUBLIC SERVICE COMMISSION**

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PUBLIC SERVICE  
COMMISSION

*In the Matter of:* )  
)  
Joint Petition for Arbitration of NewSouth )  
Communications Corp., NuVox Communications, )  
Inc., KMC Telecom V, Inc., KMC Telecom III )  
LLC, and Xspedius Communications, LLC on )  
Behalf of Its Operating Subsidiaries Xspedius )  
Management Co. Switched Services, LLC )  
Xspedius Management Co. of Lexington, LLC and )  
Xspedius Management Co. of Louisville, LLC )

Case No. 2004-00044

**PETITION FOR CONFIDENTIAL TREATMENT**

NewSouth Communications Corp., Nuvox Communications, Inc., and Xspedius Communications, LLC, on behalf of its operating subsidiaries Xspedius Management Co. Switched Services LLC, Xspedius Management Co. of Lexington, LLC and Xspedius Management Co. of Louisville, LLC (collectively the "Joint Petitioners"), hereby move the Public Service Commission of the Commonwealth of Kentucky (the "Commission") for confidential treatment of the customer name, customer identifiable information, and critical monetary term in the attached Customer Service Agreement for Network Services ("Customer Service Agreement") highlighted in yellow. In support of their motion, Joint Petitioners state as follows.

1. The customer name, customer identifiable information, and monetary term in the Customer Service Agreement are exempt from public disclosure pursuant to KRS 61.878(c)(1). This statute provides that "records confidentially disclosed to an agency or required by an agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that

disclosed the records” shall remain confidential unless otherwise ordered by a court of competent jurisdiction.

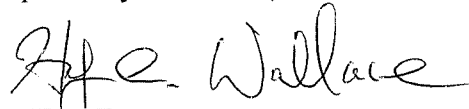
2. The Joint Petitioners note that the telecommunications market is a competitive industry and that they have active competitors.

3. The public disclosure of the customer name, customer identifiable information and critical monetary term in the Customer Service Agreement would permit an unfair advantage to Joint Petitioners' competitors, such as Alltel Communications, Inc., Talk America, Inc., Sprint Communications Company, L.P., and Qwest Communications Corporation, by identifying one of NewSouth Communications Corp./NuVox Communications, Inc.'s most important customers, and the monetary term they negotiated with that customer.

4. With the identity of the customer and the knowledge of the monetary term, Joint Petitioners' competitors would have inside information regarding one of NewSouth/NuVox's customers which would enable the Joint Petitioners' competitors to target this customer in an effort to entice it to switch from NewSouth/NuVox to one of the competitors. This information would give Joint Petitioners' competitors a distinct competitive advantage due to the inability of Joint Petitioners (specifically, NewSouth/NuVox) to likewise determine the identity of their competitors' customers and the monetary terms they negotiated with those customers.

WHEREFORE, pursuant to 807 KAR 5:001, §7, Joint Petitioners request the Commission issue an Order directing that the customer name, customer identifiable information, and monetary term in the attached Customer Service Agreement be afforded confidential treatment.

Respectfully submitted,



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**COUNSEL TO THE JOINT  
PETITIONERS**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 17th day of October, 2005, a true and correct copy of the foregoing has been forwarded via first class U.S. Mail to the following.

Dorothy J. Chambers  
BellSouth Corporation  
P.O. Box 32410  
601 W. Chestnut Street, Room 407  
Louisville, KY 40232-2410

James Meza III  
BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, FL 32301



COUNSEL TO JOINT PETITIONERS



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**Addendum to Customer Service Agreement  
for Network Services**

This Addendum is to the Customer Service Agreement for Network Services (the "Agreement") between NewSouth Communications Corp. ("NewSouth") and Barcelo USA Inc., d/b/a Grubarges-Lexington, LLC, The Four Points by Sheraton Lexington ("Customer") and shall be incorporated into the Agreement as if fully set forth therein.

1. During the term of the Agreement NewSouth shall carry and maintain workers compensation insurance in statutory amounts and comprehensive general liability insurances through companies reasonably satisfactory to Customer endorsed to include products and completed operations and contractual liability in a minimum amount of \$2,000,000 combined single limit. All such policies (except workers compensation) shall specifically state that Customer and Customer's owners are named as additional insureds under the above policies and such insurance shall be primary and not contributory with Customer's insurance. Each such policy shall provide that it may not be cancelled or material changes made without at least ten (10) days prior written notice to Customer. NewSouth shall furnish to Customer a certificate of insurance evidencing such coverage prior to the commencement of the Services and shall continue to provide, at the reasonable request of Customer, subsequent certificates of insurance evidencing uninterrupted compliance with this insurance requirement until the termination of the Agreement.
  
2. NewSouth hereby assumes liability for, and shall indemnify, defend, protect, save and hold harmless Customer, the owner of the hotel and their respective parents, subsidiaries and affiliates and their officers, agents, subcontractors and employees from and against any and all third party liabilities, claims, judgments, damages and losses, to the extent directly caused by or arising out of the negligence or willful misconduct of NewSouth Communications or its respective officers, employees, or agents and which are in any way related to the physical presence of NewSouth personnel on or at a Customer location referenced in the Agreement, provided that: (i) Customer notifies NewSouth in writing no later than thirty (30) days after its receipt of notification of a potential claim against Customer which could result in indemnification by NewSouth; (ii) NewSouth may assume sole control of the defense of such claim and all related settlement negotiations; and (iii) Customer provides NewSouth, at NewSouth's request and expense, with the assistance and information reasonably necessary for NewSouth to comply with its obligations hereunder.

Notwithstanding anything in the Agreement to the contrary, NewSouth shall defend, indemnify, and hold harmless Customer, the owner of Customer's location referenced herein, and their respective parents, subsidiaries and affiliates and their officers, agents, subcontractors and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, for or arising out of any bodily

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injuries to or the death of any of NewSouth's employees working at the hotel, however caused or occasioned, excepting the willful misconduct or negligence of Customer.

Barcelo USA Inc.

NewSouth Communications Corp.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Regional Vice President  
\_\_\_\_\_

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