3 Section III Thru Section X

P.S.C.KY.NO. 2
Cancels P.S.C.KY.NO. \_\_

BRANDENBURG TELEPHONE COMPANY

PART III ORIGINAL SHEET 1

LOCAL EXCHANGE SERVICE TARIFFS

PART III

TITLE PAGE

LOCAL EXCHANGE SERVICE TARIFFS

Schedule of Rates and Charges, and Regulations governing Local Exchange Services and applying in all exchanges of this Company in the State of Kentucky.



ISSUED_	April 12,	1961	EFFECTIV	E March	24, 1961
ISSUED BY	- BRANDENBURG	TELEPHONE COMPA	ANY		
By	8.70	Bun:	Manager		ndenburg, Ky.
ISSUED by	Authority of	an order of the	Public Service	Commission	in Case No. <u>3857</u>
DA TED	March 24	, 19 <u>61</u>	_•		

P.S.C.KY.NO. 2
Cancels P.S.C.KY.NO. 1

# BRANDENBURG TELEPHONE COMPANY

PART III ORIGINAL SHEET 2

# LOCAL EXCHANGE SERVICE TARIFFS

# TABLE OF CONTENTS

	Sheet No.
Title Page	1
Table of Contents	2
Application and Explanation of Symbols	3 - 4

List of Exchanges	Rate Sheet	Base Rate Area Map	Exchange Area Map
Brandenburg, Ky.	5	5.1	5.2
Battletown	6	6.1	6.2
Paynesville	7	7.1	7.2
Garrett	8	8.1	8.2
Irvington	9	9.1	9.2
Custer	10	10.1	10.2
Radcliff	11	11.1	11.2
Vine Grove	12	12.1	12.2



ISSUED	April 12, 1961		EFFECTIVE	March March	24, 1961
ISSUED BY	- BRANDENBURG TEL	EPHONE COMPAN	Y		
By	. D. Tot.	<u></u>	Manager	, _Bra	ndenburg, Ky.
ISSUED by	Authority of an o	rder of the P	ublic Service	Commission	in Case No. 3857
DATED	March 24	, 19 <u>_61</u> .			

P.S.C.K	NO.	2	
Cancels	P.S.	C.KY.NO.	_1_

PART III ORIGINAL SHEET 3

# LOCAL EXCHANGE SERVICE TARIFFS

#### APPLICATION AND EXPLANATION OF SYMBOLS

#### A. APPLICATION

These Tariffs apply to the Local Telephone Exchange Services of the Brandenburg Telephone Company, hereinafter referred to as the Telephone Company in its exchanges as follows:

Exchange	County
Brandenburg	Meade
<u>Battletown</u>	Meade
Paynesville	Meade
Garrett	Meade
Irvington	Breckinridge
Custer	Breckinridge
Radcliff	Hardin
Vine Grove	Hardin

The provision of service is also subject to the Rates, Charges, Rules and Regulations in Parts I, II, and IV of these Tariffs of the Telephone Company, which Parts as they now exist or as they may be revised, added to, or supplemented by superseding issues are hereby made a part of these Local Exchange Service Tariffs.

These Tariffs cancel and supersede all other Tariffs of the Telephone Company issued and effective prior to the effective date of these Tariffs.

ISSUED April 12, 1961 EFFECTIVE March 24, 1961 BY

ISSUED BY - BRANDENBURG TELEPHONE COMPANY

By Manager , Brandenburg, Ky.

ISSUED by Authority of an order of the Public Service Commission in Case No. 3857

DATED March 24 , 1961 .

P.S.C.KY			
Cancels	P.S.	C.KY.NO.	Γ

PART III ORIGINAL SHEET L

# LOCAL EXCHANGE SERVICE TARIFFS

# APPLICATION AND EXPLANATION OF SYMBOLS

# B. EXPLANATION OF SYMBOLS

- (C) Signifies a changed Regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text but no change in rate, treatment or regulation.



				CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR NOT CONTRACTOR AND AND CONTRACTOR
ISSUED_	April 12, 190	51	EFFECTIV	E March 24, 1961
ISSUED BY -	BRANDENBURG TEL	EPHONE COMPANY	:	
By	1.0.10	don's _	Manager	, Brandenburg, Ky.
ISSUED by A	uthority of an o	rder of the Pu	ablic Service	Commission in Case No. 3857
DATED	March 24	, 19 <u>61</u> .		

12<sup>h</sup> Revised Sheet 5

#### LOCAL EXCHANGE TARIFF – BRANDENBURG EXCHANGE

#### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Brandenburg exchange.
- В. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. **(T)**

EXCHANGE	ADDITIONAL LOCAL CALLING TO
Brandenburg	Battletown, Custer, Irvington, North
	Garrett, Payneville, Rose Terrace*

# II.

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

Indicates an Exchange Area that is not served by Brandenburg Telephone.

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. 2013-00191 dated March 26, 2014.



**(T)** 

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P.S.C. KY, NO. 2
Cancels P.S.C. KY. NO. 1

PART III SIXTH REVISION SHEET 5A

LOCAL EXCHANGE SERVICE TARIFFS - BRANDENBURG EXCHANGE (Continued)

C. Locality Rate Area of Doe Valley Park Estates discontinued with Case (T) Number 92-563. Rates for this area are the same as the rates for all other areas of the Brandenburg Exchange. Those rates appear on Sheet 5, Part III this tariff.

(D)

(D)

PUBLIC SERVICE COMMISSION OF KENTUCKY

# MAR 2 5 1994

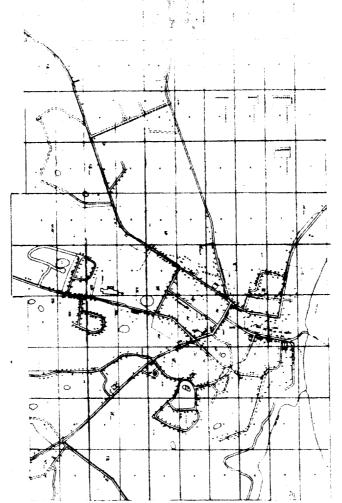
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SECTION 9 (1)
BY: PUBLIC SERVICE COMMISSION MANAGER

ISSUED	April 20, 1994	EFFECTIVE	March	25, 1994			
ISSUED	BY - BRANDENBURG TELE	HONE COMPANY, INC	•				
	ву	, PRES	IDENT,	Brandenbur	g, KY	40108	»———
ISSUED	by Authority of an ord	der of the Public	Service Co	mmission i	n Case	No. 92-5	63
Dated_	March 25, 1994	19 94					

Landonturo - Base Rate Area TRÂNDLHBURG, KENTUCKY

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ENLARGEMENT MAP 2 of 4

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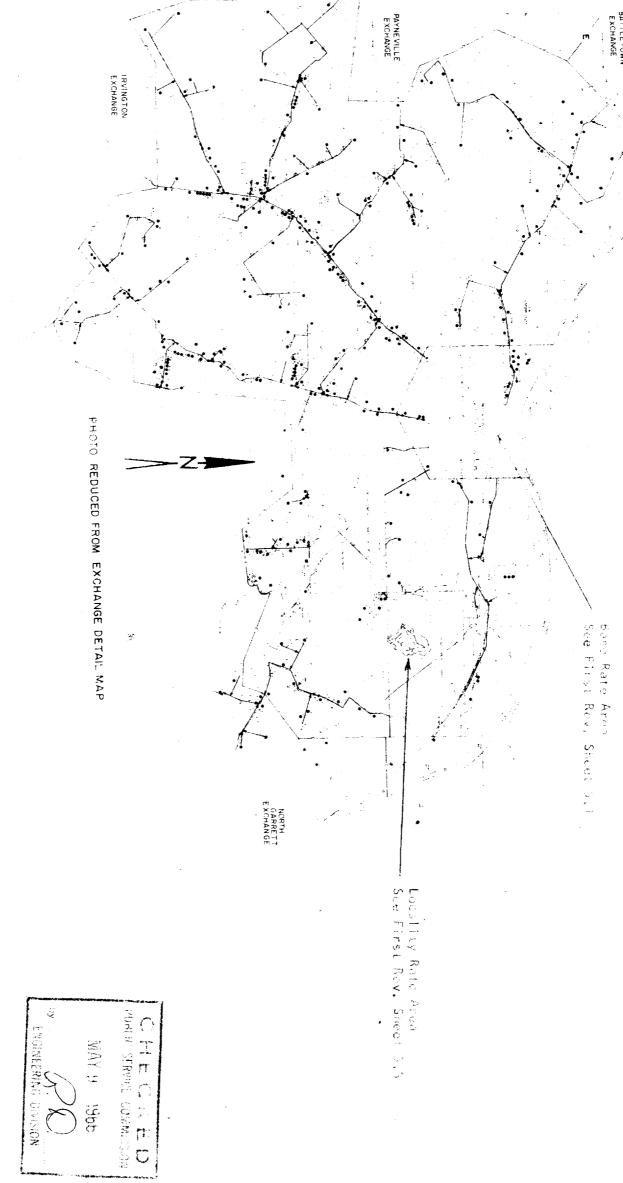
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A8 030551 - BRANDENBURG TELEPHONE COMPANY

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ISSUED by Authority of an Order of the Company of Carlos 4521

- BRANDFRENCRO, KELLICCHI



ISSUED BY - BRANDENBURG TELEPHONE COMPANY EFFECTI/E TOPE I INDOC

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BRAND:	ENBURG TE	LEPHONE	COMPANY,	INC.			ART III ECOND REVISIO	N SHEET 5.3	
LOCAL	EXCHANGE	SERVICE	TARIFFS	- BRA	NDENBURG	EXCHANGE	(Continued)		
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SSUED	BY - BRA	NDENBURG	TELEPHO	NE COM	PANY, IN	c.			
	ВУ	1		10	, PRE	SIDENT,_	Brandenburg	, KY 40108	
SSUED	by Autho	rity of	an order	of th	e Public	Service	Commission in	Case No. 9	2-56
ated_	Mar	ch 25, 1	.994		19 94				

PSC KY TARIFF NO. 2 **PART III** 

11th Revised Sheet 6

#### LOCAL EXCHANGE TARIFF - BATTLETOWN EXCHANGE

#### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Battletown exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. **(T)**

EXCHANGE	ADDITIONAL LOCAL CALLING TO
Battletown	Brandenburg, Custer, Irvington, North
	Garrett, Payneville, Rose Terrace*

#### II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

Indicates an Exchange Area that is not served by Brandenburg Telephone.

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. 2013-00191 dated March 26, 2014.



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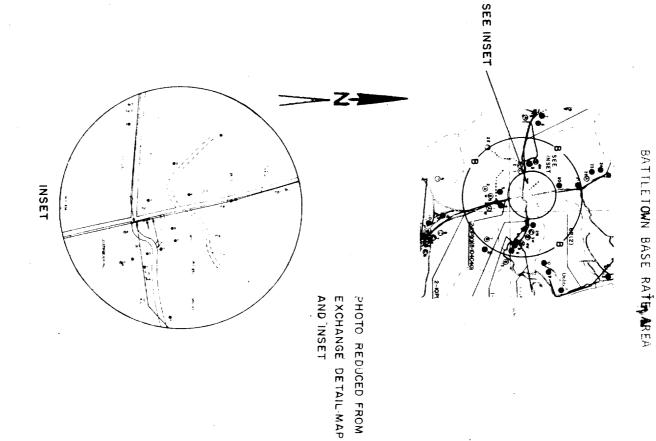
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BRANDENBURG RELEPHORE COMPANY - BRANDENBURG, KENTHCKY

Cancels P.S.C.KY, NO. 1

FIRST REV. SHEET 6.1



PUBLIC SERVICE COMMISSION Ų ENGINEERING DIVISION OCT 8 1965

ISSUED September 16, 1965 \_EFFECTIVE\_ October 11, 1965

ISSUED BY - BRANDENBURG TELEPHONE COMPANY

, Brandenburg, Ky.

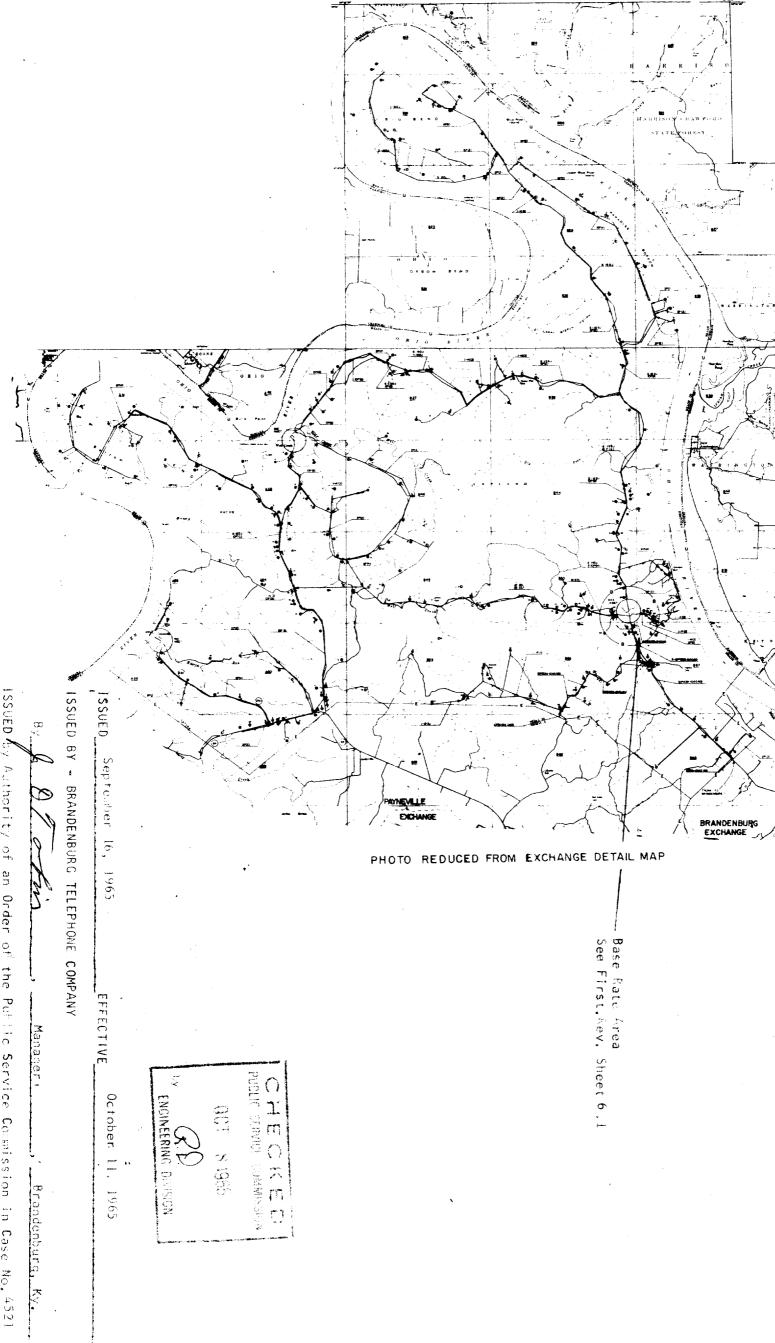
ISSUED by Authority of an Order of the Public Service Commission in Case No. 4521

DATED

August 11

19 65

Map of Battletown Exchange Area



Authority of an Order of the Public Service Cosmission in Case No. 4521

DATED

August 11

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11<sup>th</sup> Revised Sheet 7

#### LOCAL EXCHANGE TARIFF – PAYNEVILLE EXCHANGE

#### I. <u>General</u>

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Payneville exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. (T)

EXCHANGE	ADDITIONAL LOCAL CALLING TO	
Payneville	Battletown, Brandenburg, Irvington,	
	North Garrett, Custer, Rose Terrace*	

# II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

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\* Indicates an Exchange Area that is not served by Brandenburg Telephone.

 $(\mathbf{T})$ 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



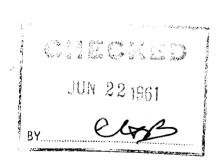
P.S.C.KY.NO. 2
Cancels P.S.C.KY.NO. 1

BRANDENBURG TELEPHONE COMPANY

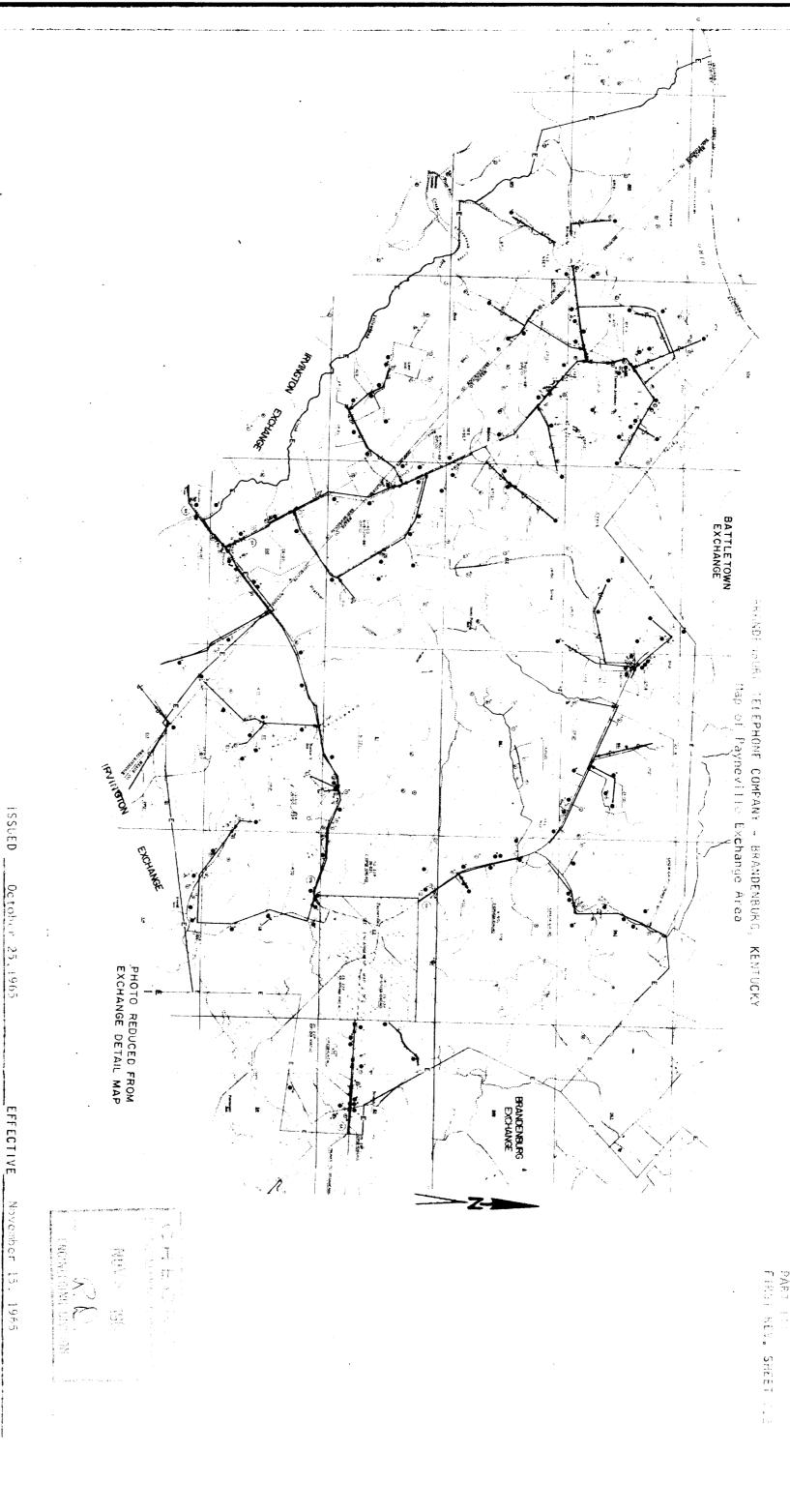
PART III
ORIGINAL SHEET 7.1

# PAYNESVILLE BASE RATE AREA

There is no Base Rate Area for the Paynesville Exchange.



ISSUED	April 12, 19	961		EFFECTIVE	E March	24, 1961
ISSUED BY	- BRANDENBURG	TELEPHONE (	COMPAN	Y		
By Q	. 0. 10	bu		Manager	, <u>Br</u>	andenburg, Ky.
ISSUED by	Authority of an	n order of	the Pu	ublic Service	Commission	in Case No. 3857
DA TED_	March 24	, 19	961			



DATED

ISSUED by Authority of an Order of the Public

BRANDENBURG TELEPHONE COMPANY

Manager

Service Commission in Case No. 4521

11<sup>th</sup> Revised Sheet 8

#### LOCAL EXCHANGE TARIFF - NORTH GARRETT EXCHANGE

#### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the North Garrett exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. (T)

EXCHANGE	ADDITIONAL LOCAL CALLING TO
North Garrett	Battletown, Brandenburg, Custer,
	Irvington, Payneville, Rose Terrace*,
	Vine Grove

#### II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

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\* Indicates an Exchange Area that is not served by Brandenburg Telephone.

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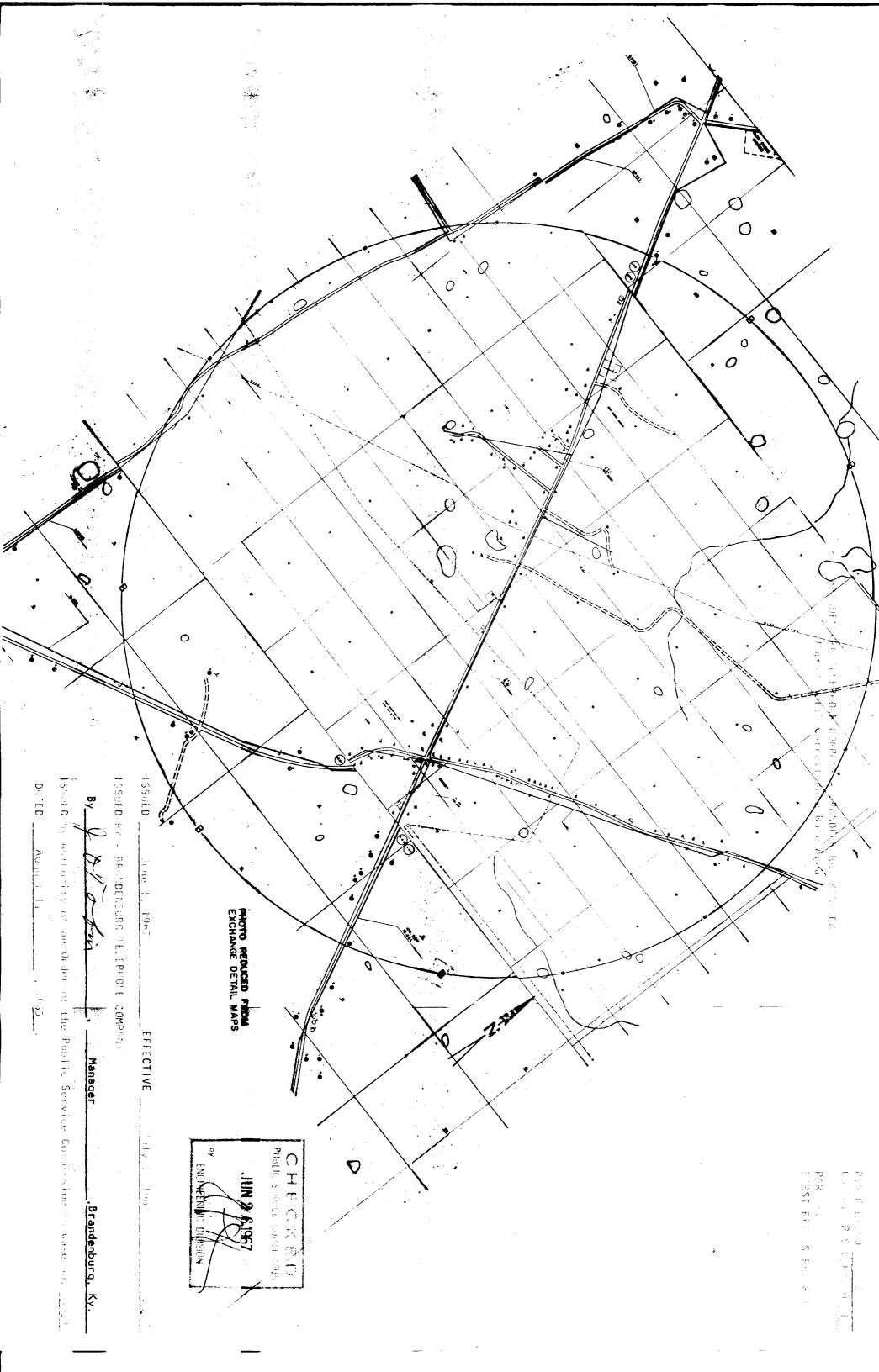
Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

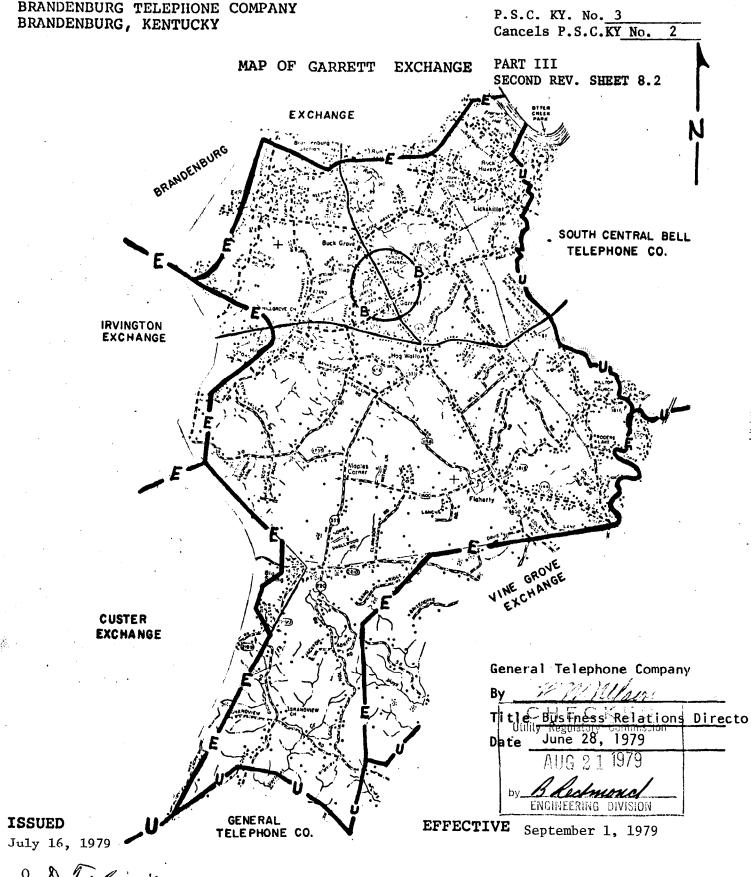
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. 2013-00191 dated March 26, 2014.





#### LOCAL EXCHANGE TARIFF



By J. D. Tobin, Manager Brandenburg, Kentucky 40108

Issued by Authority of an order of the Public Service Commissioner of Kentucky in case No. Dated

11<sup>th</sup> Revised Sheet 9

#### LOCAL EXCHANGE TARIFF - IRVINGTON EXCHANGE

#### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Irvington exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. (T)

EXCHANGE	ADDITIONAL LOCAL CALLING TO
	Battletown, Brandenburg, Cloverport*,
	Custer, Hardinsburg*, McDaniels*,
	North Garrett, Payneville, Rose
	Terrace*

II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

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\* Indicates an Exchange Area that is not served by Brandenburg Telephone.

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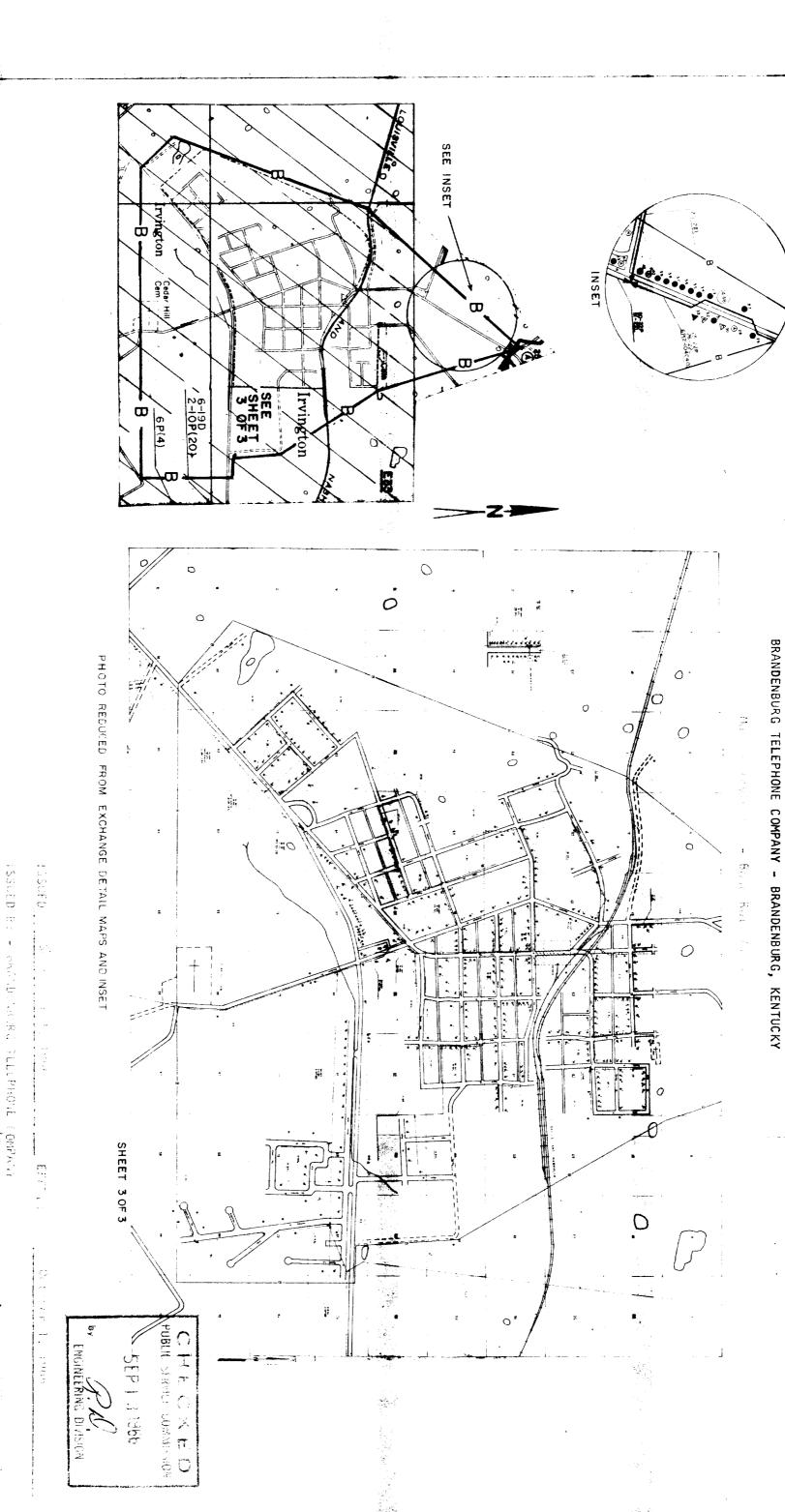
Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.





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Manager Brandonbirm .

PHOTO REDUCED FROM EXCHANCE DETAIL MAPS BRANDENBURG TELEPHONE COMPANY - BRANDENBURG, KENTUCKY Manager COMPANY ENGINEERING DIVISION CIRCLE COMMOSCION Prandenburg, Kv. SEP 1 3 1966

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PSC KY TARIFF NO. 2 PART III

9<sup>th</sup> Revised Sheet 10

#### LOCAL EXCHANGE TARIFF – CUSTER EXCHANGE

### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Custer exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. (T)

EXCHANGE	ADDITIONAL LOCAL CALLING TO
Custer	Battletown, Brandenburg, Cloverport*,
	Hardinsburg*, Irvington, McDaniels*,
	North Garrett, Payneville

II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

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\* Indicates an Exchange Area that is not served by Brandenburg Telephone.

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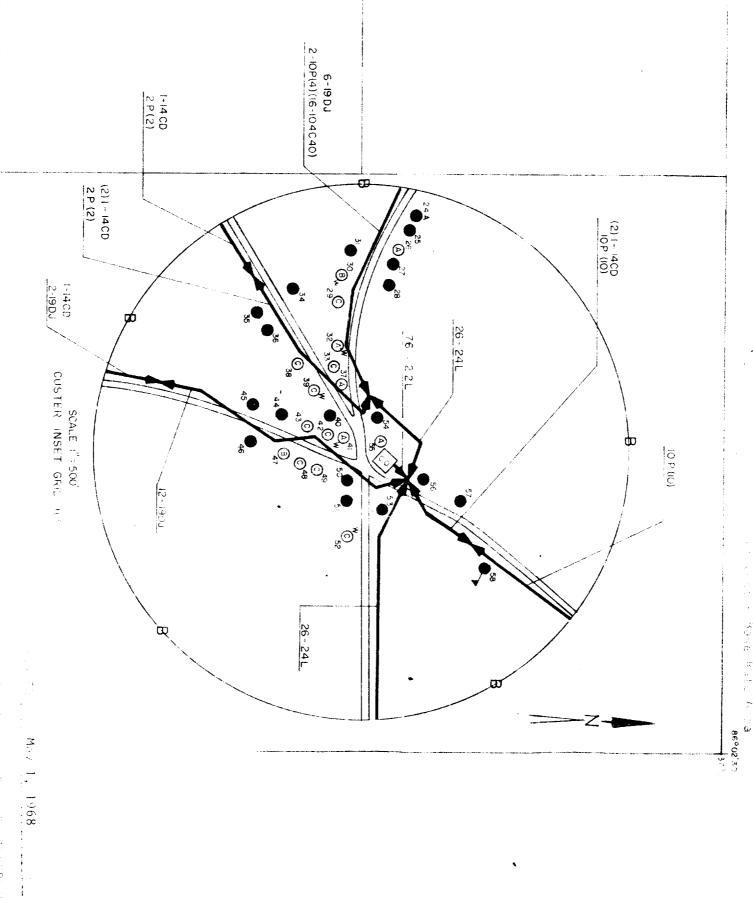
Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. 2013-00191 dated March 26, 2014.





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June 1, 1968

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TOTAL COMPLY - BRANDENBURG FOR

SRANDENBURG TELEPHONE COMPANY - BRANDENBURG, KENTUCKY

Map of Custer Exchange Area

P.S.C.K?. #0. 2 Cancels P.S.C. Kr. #0. PART III

FIRST REV. SHEET 10.2

North Garry It Exchange \$81.8T ISSUED May PHOTO REDUCED FROM EXCHANGE DETAIL MAP GENERAL TELEPHONE CO 1 COMPANY \_EFFECTIVE\_ Base Rate Area See First Rev. Sheet 10:11

DATED

ISSUED BY - BRANDENBURG TELEPHONE

Brandenburg, Ky.

ISSUED by Authority of an Order of

the Public Service Commission in Case No.4571

19 65

# PSC KY TARIFF NO. 2 PART III

11<sup>h</sup> Revised Sheet 11

#### LOCAL EXCHANGE TARIFF – RADCLIFF EXCHANGE

#### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Radcliff exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. (T)

EXCHANGE	ADDITIONAL LOCAL CALLING TO
Radcliff	Elizabethtown*, Vine Grove, Rose
	Terrace*

#### II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

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\* Indicates an Exchange Area that is not served by Brandenburg Telephone.

 $(\mathbf{T})$ 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. 2013-00191 dated March 26, 2014.



P.S.C.KY.NO. 2
Cancels P.S.C.KY.NO. 1

BRANDENBURG TELEPHONE COMPANY

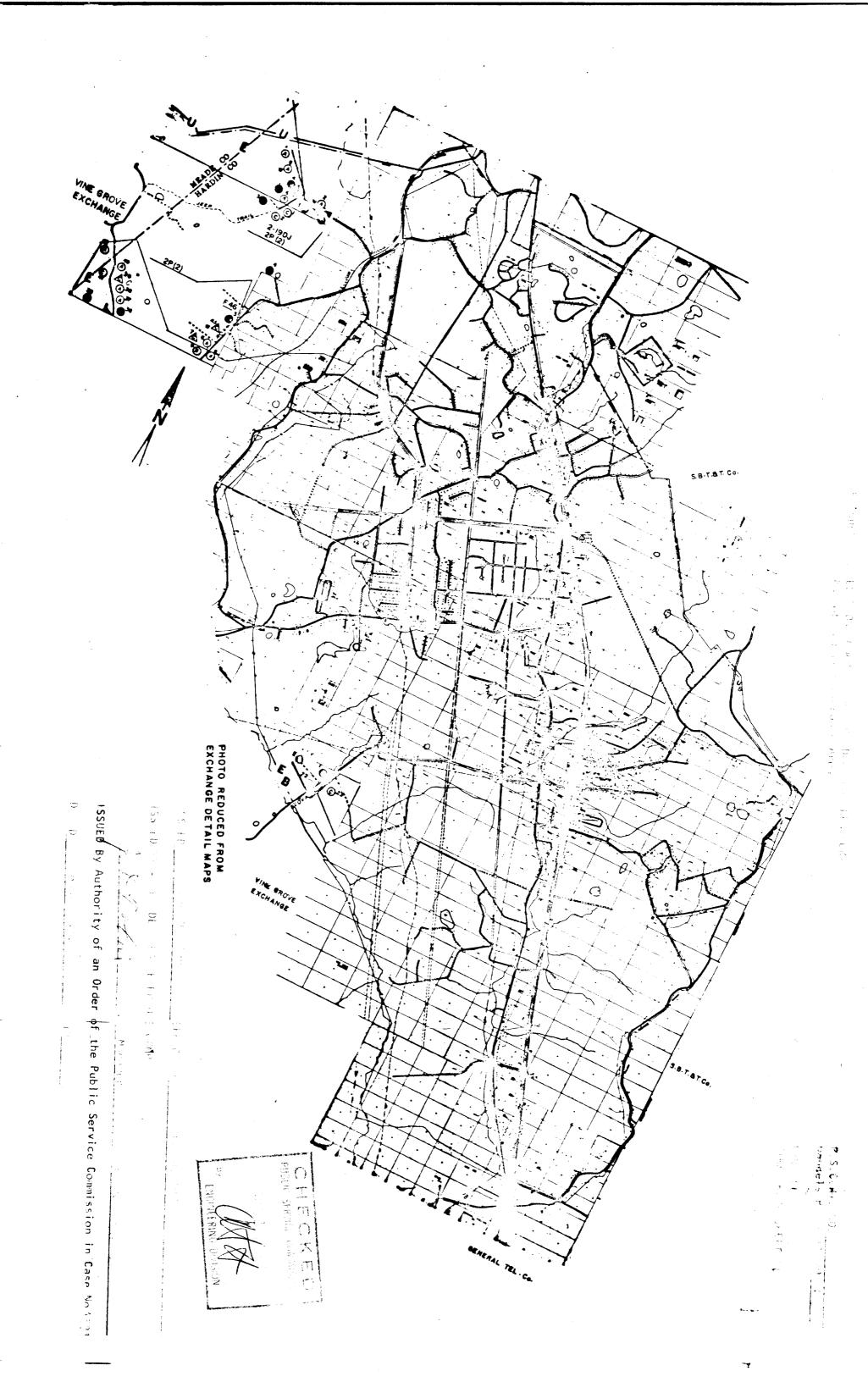
PART III ORIGINAL SHEET 11.1

# RADCLIFF BASE RATE AREA

The Base Rate Area and the Exchange Area are one and the same.

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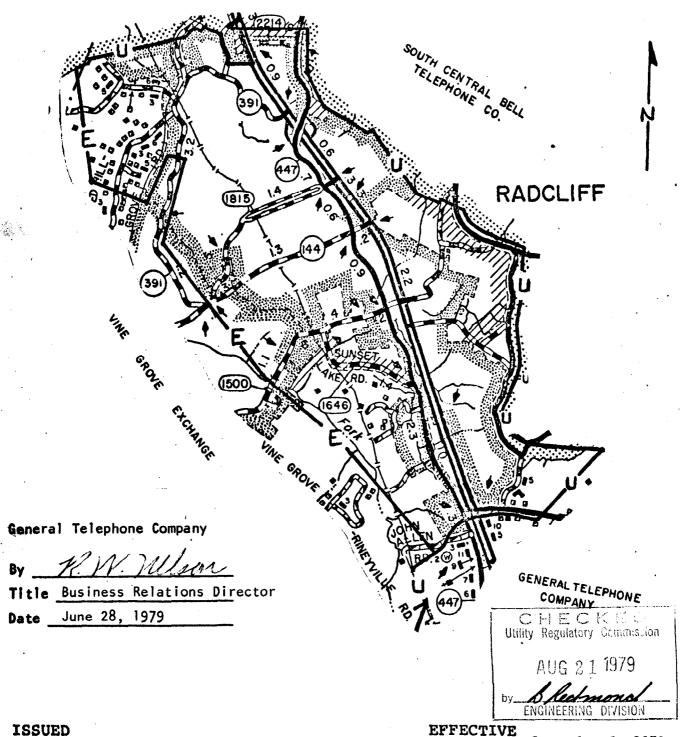
ISSUED April 12, 1961	EFFECTIVE March 24, 1961
ISSUED BY - BRANDENBURG TELEPHONE COMPANY	
	Manager , Brandenburg, Ky.
ISSUED by Authority of an order of the Pub	olic Service Commission in Case No. 3857
DATED March 24 , 19 61.	



BRANDENBURG TELEPHONE COMPANY BRANDENBURG, KENTUCKY

P.S.C. KY. No 3
CANCELS P.S.C. KY. No. 2

PART III
MAP OF RADCLIFF EXCHANGE SECOND REV. SHEET 11.2



July 16, 1979

J. D. Tokni, Myr.

By J. D. Tobin, Manager Brandenburg, Kentucky 40108 September 1, 1979

Issued by Authority of an order of the Public Service Commissioner of Kentucky in case No. Dated

11<sup>th</sup> Revised Sheet 12

#### LOCAL EXCHANGE TARIFF - VINE GROVE EXCHANGE

#### I. General

- A. This Tariff is governed, except as otherwise specified, by the General Rules and Regulations P.S.C. KY No. 2 and the General Exchange Tariffs P.S.C. KY No. 2 which are hereby made a part of this Tariff. Unless otherwise specified, the charges quoted in this Tariff or in the General Rules and Regulations and General Exchange Tariffs are for periods of one month, are payable monthly and entitle the customer exchange access service within the Vine Grove exchange.
- B. In addition to local calling within its exchange, the rates quoted herein also entitle the subscribers of this exchange to call, without additional charge, the exchanges listed below. (T)

EXCHANGE	ADDITIONAL LOCAL CALLING TO
Vine Grove	Elizabethtown*, Radcliff, Rose
	Terrace*, Cecilia*, North Garrett

# II. Rates

Rates listed below apply throughout the exchange.

CLASS OF SERVICE	MONTHLY RATE
Business Exchange Access Service	\$ 16.80 ( <b>I</b> )
Residential Exchange Access Service	\$ 14.00 ( <b>I</b> )

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**(T)** 

\* Indicates an Exchange Area that is not served by Brandenburg Telephone.

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No.  $\underline{2013\text{-}00191}$  dated  $\underline{March\ 26,\ 2014}$ .

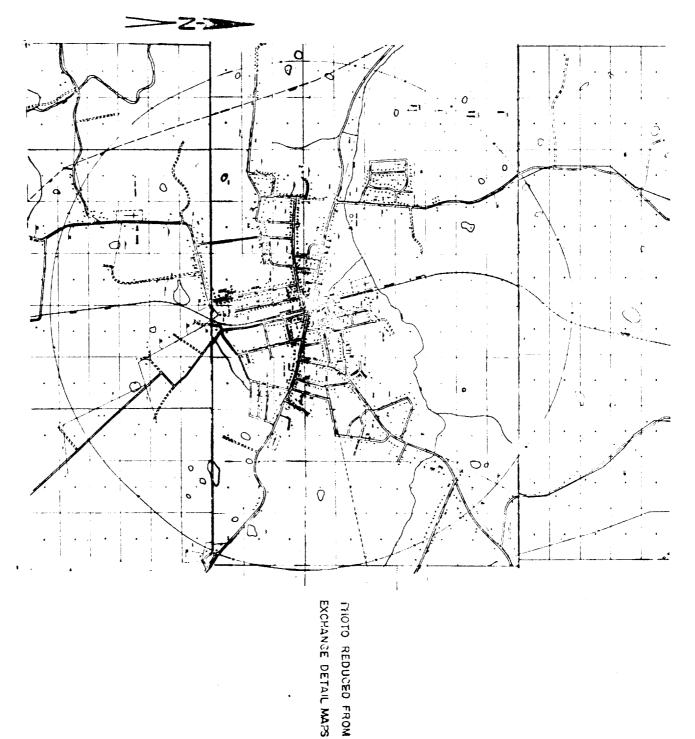


OF KENTUCKY

Map of Vine Grove - Base Rate Area

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ISSIED BY - BRANDEMBURG TELEPHONE COMPANY

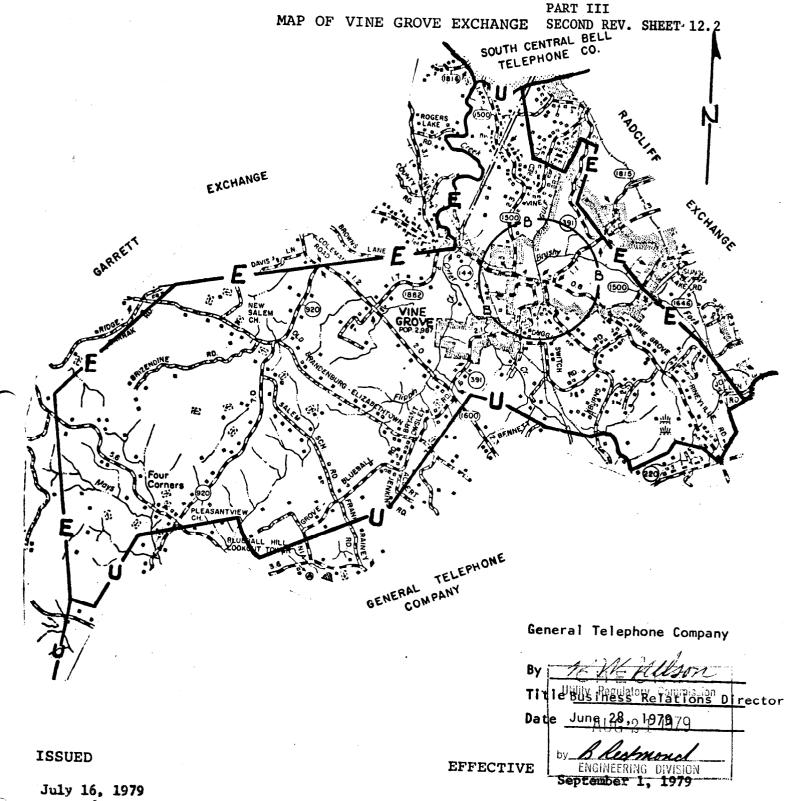
ISSUED by Authority of an Order of the Public Service Commission in Case No. (19)

DA FD

# LOCAL EXCHANGE TARIFF

BRANDENBURG TELEPHONE COMPANY BRANDENBURG, KENTUCKY

P.S.C. KY. No. 3 CANCELS P.S.C. KY. No. 2



J. D. Taken My

By J. D. Tobin, Manager Brandenburg, Kentucky 40108 Issued by Authority of an order of the Public Service Commissioner of Kentucky in case No. Dated

P.S.C.KY.NO. 2
Cancels P.S.C.KY.NO. 1

BRANDENBURG TELEPHONE COMPANY

PART IV ORIGINAL SHEET 1

INTRASTATE
MESSAGE TOLL TELEPHONE SERVICE

PART IV

TITLE PAGE

MESSAGE TOLL TELEPHONE SERVICE

Applying to the Intrastate Services of <u>Brandenburg</u> Telephone Company between points within the State of Kentucky.



ISSUED_	April 12, 19	61	EFFECTIVE	March 24,	1961
TSSUED BY	7 - BRANDENBURG T	ELEPHONE COMP	ANY		
By	20.72	en.	Manager	, Brande	nburg, Kv.
ISSUED by	Authority of an	order of the	Public Service	Commission in	Case No. 3857
DA TED_	March 24	, 1961	<b>•</b>		

# PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 2

#### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



**(D)** 

PUBLIC SERVICE COMMISSION OF KENTUCKY

# PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 3

#### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



**(D)** 

PUBLIC SERVICE COMMISSION OF KENTUCKY

# PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 4

#### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: <u>/s/ Allison Willoughby</u>
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



**(D)** 

PUBLIC SERVICE COMMISSION OF KENTUCKY

### PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 5

### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



**(D)** 

### PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 6

### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



**(D)** 

### PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 7

### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: /s/ Allison Willoughby
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.



**(D)** 

### PSC KY TARIFF NO. 2 PART IV

2<sup>nd</sup> Revised Sheet 8

### **MESSAGE TOLL**

**(D)** 

Issue Date: March 28, 2014 Effective Date: June 1, 2013

Issued by: <u>/s/ Allison Willoughby</u>
Allison Willoughby, President and General Manager

By Authority of Order of the Public Service Commission in Case No. <u>2013-00191</u> dated <u>March 26, 2014</u>.

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P. S. C. KY. NO. 2 CANCELS P.S.C. KY. NO. 1

BRANDENBURG TELEPHONE COMPANY

SECTION V ORIGINAL SHEET 1

PART V

TITLE PAGE

Schedule of

RULES, REGULATIONS AND RATES

Applying to the Mobile
Telephone Services and Facilities
of the Brandenburg Telephone Company in Kentucky

P. S. C. KY. NO. 2 CANCELS P.S.C. KY. NO. 1

BRANDENBURG TELEPHONE COMPANY

SECTION V ORIGINAL SHEET 2

### MOBILE TELEPHONE SERVICE

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PUBLIC SERVICE COMMISSION ENGINEERING DIVISION

ISSUED 1 - 10 - 62

EFFECTIVE 3-1-62

ISSUED BY - BRANDENBURG TELEPHONE COMPANY

, Manager , Brandenburg, Ky.

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SECTION V FIRST REVISION SHEET 3

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 01 1985

PURSUANT TO 807 KAR 5:011,

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ISSUED February 25, 1985

EFFECTIVE January 1, 1985

Issued By - BRANDENBURG TELEPHONE COMPANY

, Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. ADM. 269

, Manager

19 85 Dated <u>January</u> 30,

BRANDENBURG	TELEPHONE	COMPANY
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SECTION V FIRST REVISION SHEET 4

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED February 25, 1985 EFFECTIVE January 1, 1985 Issued By - BRANDENBURG TELEPHONE COMPANY , Manager , Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. ADM. 269

Dated January 30, 19 85

BRANDENBURG	TELEPHONE	COMPANY
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SECTION V FIRST REVISION SHEET 5

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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SECTION V FIRST REVISION SHEET 6

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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Issued By - BRANDENBURG TELEPHONE COMPANY

, Manager

, Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. <u>ADM. 269</u>

Dated <u>January</u> 30, 19 85

P. S. C. KY. No. 2 Cancels P.S.C. No. 1

SECTION V FIRST REVISION SHEET 7

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JAN 01 1985

PURSUANT TO 807 KARE:011,

ISSUED February 25, 1985

EFFECTIVE January 1, 1985

Issued By - BRANDENBURG TELEPHONE COMPANY

, Manager

, Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. <u>ADM. 269</u>

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SECTION V FIRST REVISION SHEET 8

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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By Authority of an order of the Public Service Commission in Case No. ADM. 269

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Issued by Authority of an order of the Public Service Commission in Case No. ADM. 269

Dated January 30, 19 85

P. S. C. KY. No. Cancels P.S.C. No. 1

SECTION V FIRST REVISION SHEET 11

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\_\_\_, Brandenburg, Ky. 40108

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Dated January 30, 19 85

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SECTION V FIRST REVISION SHEET 12

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<u>, Manager</u>

, Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. ADM. 269

Dated January 30,

### MOBILE TELEPHONE SERVICE

P.C.S. KY. NO. 2 Cancels P.S.C. KY. NO.	1
SECTION V SECOND REVISIONS SHEET	14
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### BRANDENBURG TELEPHONE COMPANY

C. RATES

### 1. General Services

The Brandenburg Telephone Company will make available to mobile telephone customers central office switching of calls between a mobile telephone terminal and other wire line telephone customers. The Mobile Telephone Customer shall be treated as any other customer of the telephone company in regards to amount of deposit, directory listing and non-payment of charges. Those regulations shown elsewhere in this tariff. This switching service is for IMTS only and does not apply to switching of cellular radio service.

2. (D)

3. (D)

### 4. Installation and Move Service Charges

Charges for connecting, disconnecting of central office service, changing of directory listing, collecting of late or non-payment shall be those service charges as shown elsewhere in this tariff.

### 5. Charges for Wire-Line Service

Each mobile customer uses one line position and one directory number, this is the same amount of equipment as used by any one party customer. (T) Therefore, the rate per month shall be the same as the one party business network access line as shown in PART III of this tariff.

ISSUED	February 25,	1985	EFFECTIVE	January 1, 1985

Issued By - BRANDENBURG TELEPHONE COMPANY

By J. Daffin S., Manager, Brandenburg, KY 40108

Issued by Authority of an order of the Public Service Commission in Case No. Adm. 269

Dated January 30 ,19 85.

P. S. C. KY. NO. CANCELS P.S.C. KY. NO.

SECTION VI ORIGINAL SHEET 1

PART VI

TITLE PAGE

Schedule of

RULES, REGULATIONS AND RATES

Applying to the Metropolitan

Paging Services and Facilities

of the Brandenburg Telephone Company in Kentucky

ISSUED March 21, 1974

EFFECTIVE

June 3, 1974

ISSUED BY - BRANDENBURG TELEPHONE COMPANY

BY LT Comment

Manager

Brandenburg, Ky.

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SECTION VI ORIGINAL SHEET 2

BRANDENBURG TELEPHONE COMPANY

# METROPOLITAN PAGING SERVICE

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ISSUED BY - BRANDENBURG TELEPHONE COMPANY

Manager , Brandenburg, Ky.

P.S.C. KY. No. 2 Cancels P.S.C. Ky. No. 1

SECTION VI FIRST REVISION SHEET 3

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE.

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By John J., Manager ,Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. Adm. 269

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SECTION VI FIRST REVISION SHEET 5

BRANDEHBURG TELEPHONE COMPANY

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m f, Manager ,Brandenburg, Ky. 40108

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SECTION VI
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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Issued By - BRANDENBURG TELEPHONE COMPANY

Manager ,Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No. Adm. 269

Dated January 30 19 85

P.S.C. KY. No. Cancels P.S.C. Ky. No. 1

SECTION VI FIRST REVISION SHEET 10

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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, Manager ,Brandenburg, Ky. 40108

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P.S.C. KY. No. 2 Cancels P.S.C. Ky. No. 1

SECTION VI SECOND REVISION SHEET 11

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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### BRANDENBURG TELEPHONE COMPANY

SECTION VI ORIGINAL SHEET 12

#### METROPOLITAN PAGING SERVICE

CENTRAL OFFICE SWITCHING EQUIPMENT FOR RADIO COMMON CARRIER PAGING SYSTEMS

#### GENERAL Α.

The Brandenburg Telephone Company will make available to Radio Common Carrier Customers (Hereafter known as RCC) blocks of telephone numbers for assignment to one-way paging receivers subject to the following conditions and limitations which they (The Brandenburg Telephone Co.) or an appropriate regulatory body deem to be in the interest of the telephone using public.

(N)

- (1) Number assignments will be made immediately if the currently installed equipment and scheduled equipment additions are adequate to meet both basic telephone service needs and RCC needs throughout the normal provisioning intervals in the central office selected.
- (2) Where currently installed and scheduled equipment is not adequate to meet both anticipated basic telephone service and RCC needs, number assignment may be temporarily delayed pending additional equipment installation.
- (3) In areas where the provision of numbers requires the installation of major quantities of new equipment, it may be necessary to defer the assignment of telephone numbers beyond the normal interval described above. In all instances, the telephone company may reserve sufficient quantities of telephone numbers to assure their ability to meet all anticipated exchange telephone service demands.
- (4) In the event adequate capacity is not available as described above, alternative serving arrangements from other central offices may be provided subject to agreement of all parties.
- (5) In multi-central office exchanges, the telephone company reserve the right to select the particular central office building and equipment unit from which to serve a specific RCC.
- (6) A block of numbers will not be reserved for an individual RCC. An individual central office code will, in most cases, be shared by and RCC with other telephone company services and/or pthewolk Cosice Commission

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### BRANDENBURG TELEPHONE COMPANY

SECTION VI ORIGINAL SHEET 13

#### METROPOLITAN PAGING SERVICE

CENTRAL OFFICE SWITCHING EQUIPMENT FOR RADIO COMMON CARRIER PAGING SYSTEMS (Continued)

### A. GENERAL (Continued)

- (7) The provision of telephone numbers to RCC is limited to no more than two numbers per paging receiver. This limitation is necessary to preclude excessive allocations of numbers for purposes other than the establishment of a communication path between communication terminal devices and to avoid the costs associated with creation of additional numbers.
- (8) Due to the nature of the service it would be of no benefit to RCC or the telephone company to list RCC assign numbers in the white or yellow pages of the telephone directory. Therefore, none will be permitted.
- (9) Applications for service, deposit requirement, payment of bill, credit for out of service, disconnect for non-payment shall be handled in the manner described elsewhere in these tariffs.
- (10) Central office facilities and blocks of telephone numbers provided by the telephone company for RCC shall be assigned by the telephone company and may be changed to meet the reasonable operating and service requirements of the telephone company. RCC shall not acquire any proprietary interest in numbers assigned for its use. Where such changes are to be made, the telephone company shall advise RCC in writing not less than sixty days in advance and will coordinate the changes with RCC.

### B. INTERCEPT AND ACKNOWLEDGEMENT OF CALLS BY RCC

 RCC shall provide a voice intercept announcement to the calling party when a call is directed to a number that is not assigned by RCC.

(2) RCC shall provide a voice announcement or distinctive tone stands ED to the calling party when a call intended to activate a paging receiver has been received and accepted by RCCs terminal (N)

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ISSUED BY - BRANDENBURG TELEPHONE COMPANY

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#### BRANDENBURG TELEPHONE COMPANY

SECTION VI ORIGINAL SHEET 14

#### METROPOLITAN PAGING SERVICE

CENTRAL OFFICE SWITCHING EQUIPMENT FOR RADIO COMMON CARRIER PAGING SYSTEMS (Continued)

- B. INTERCEPT AND ACKNOWLEDGEMENT OF CALLS BY RCC (Continued)
  - (3) RCC shall return to the central office over the loop trunk an answered condition when a call intended to activate a signal in a paging receiver has been received and accepted by RCC's terminal.
  - (4) When RCC's terminal is not able to complete calls because of a malfunction in the terminal or other equipment, RCC shall divert the call to its operator, or provide a recorded announcement to the calling party advising that the call cannot be completed.
  - (5) RCC shall provide supervisory tones or voice announcements to the calling party on all calls, consistent with standard telephone industry practices.
- C. TROUBLE REPORTING AND TESTING PROCEDURES
  - (1) Subscribers of RCC shall be instructed to report all cases of trouble to the RCC. RCC shall handle the trouble reporting and advise the telephone company.
  - (2) When the RCC reports a trouble condition, it will first have used its best efforts to isolate the trouble to the telephone company's facilities. It will also advise the telephone company of the usage sensitivity of the circuit and the need for expedited clearance.
  - (3) The telephone company and RCC will make cooperative tests, as appropriate, to eliminate the necessity for either party to dispatch repair forces needlessly to distant unattended locations merely to isolate the trouble.
  - (4) A charge shall apply when RCC requests a service call for repairs and the telephone company's facilities are not to be causing the trouble. That charge appears in Part II, Sheet 9A of this Tariff.

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#### BRANDENBURG TELEPHONE COMPANY

SECTION VI ORIGINAL SHEET 15

### METROPOLITAN PAGING SERVICE

CENTRAL OFFICE SWITCHING EQUIPMENT FOR RADIO COMMON CARRIER PAGING SYSTEMS (Continued)

С.	TROUBLE	REPORTING	AND	TESTING	PROCEDURES	(Continued	)

- (5) RCC obtains from the telephone company exchange access lines terminating in RCC equipment and intraexchange and interexchange private line circuits connecting its control terminals to its transmitter sites. All telephone company provided circuits shall terminate in modular demarcation jacks. Both telephone company and RCC believe that because each party is a responsible, regulated communications common carrier, each should be responsible for isolating and clearing troubles on its own system.
- (6) The telephone company and RCC each may make reasonable tests and inspections of its facilities and may, upon notice to and coordination with the other, temporarily interrupt the facilities being tested or inspected.

### D. RATES

(1) One Hundred (100) telephone numbers for one way paging, telephone company switching first five (5) digits.

Per Month 46.05

- (2) Loop Trunk for access to RCC equipment Per Month \$ 15.60 each
- (3) Demarcation Jack (Outlet) The established reversion elsewhere in this Tariff. (Per Month Charge)

  OF KENTILLER OF KENTUCKY
- (4) Installation shall be the established service connectfors charges
- shown elsewhere in this Tariff. (One Time Unarge)

  (5) Access lines, intraexchange and interexchange circuits shall be the established rate shown elsewhere in this Tariffection 9 (1)

  By:

  (7) This tariffection shows the shown elsewhere in this Tariffection 9 (1)

EFFECTI VERVICE COMMINSION MANAGER ISSUED January 18, 1982

ISSUED BY - BRANDENBURG TELEPHONE COMPANY

Olo Bin , Manager , Brandenburg, Ky. 40108

Issued by Authority of an order of the Public Service Commission in Case No.

DATED\_\_\_\_\_,19\_\_\_

CHECKED Public Service Commission

RATES AND TARIFFS

P. S. C. KY. NO. 2 CANCELS P. S. C. KY. NO.

BRANDENBURG TELEPHONE COMPANY

SECTION VII ORIGINAL SHEET 1

PART VII

TITLE PAGE

Schedule of

RULES, REGULATIONS AND RATES

Applying to the Custom

Calling Services and Facilities

of the Brandenburg Telephone Company in Kentucky

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Utility Regulatory Commission

SEP 8 1980

by RATES AND TARIFFS

Dec. 29, 1980

ISSUED August 29, 1980

EFFECTIVE

September 29, 1980

ISSUED BY - BRANDENBURG TELEPHONE COMPANY

BY , Manager , Brandenburg, Ky.

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SECTION VII ORIGINAL SHEET 2

## CUSTOM CALLING SERVICE

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Utility Read-latery Commission
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RATES AND TARIFFS

ISSUED	August 29, 1980	EFFECTIVE	September 29, 1980
ISSUED BY	- BRANDENBURG	TELEPHONE COMPANY	
ву	Q. Tokin &	Manager	, Brandenburg, Ky.

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SECTION VII ORIGINAL SHEET 3

#### A. APPLICATION OF TARIFF

1. This tariff applies to custom calling services furnished by the Brandenburg Telephone Company.

#### B. REGULATIONS

### 1. Definitions

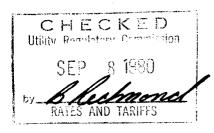
- a. Custom Calling Services are optional services offered in addition to regular exchange service to those subscribers served by central offices so arranged to provide such services. The number of Custom Calling Service features available depends upon the type of exchange central office providing the service and is subject to the availability of facilities.
- b. Custom Calling Services include the following:
  - (1) Call Forwarding

An arrangement whereby incoming calls may be transferred to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to all applicable local and long distance charges. These calls are also subject to transmission limitations.

(2) Call Waiting

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A subscriber who is using an exchange line arranged for Call Waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. Depressing the receiver switchhook will "hold" the first call so that the waiting call can be answered. Alternation between calls is accomplished by depressing the receiver switchhook.



Brandenburg, KY.

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SECTION VII ORIGINAL SHEET 4

- B. REGULATIONS (continued)
  - 1. <u>Definitions</u> (Continued)
    - b. (Continued)
      - (3) Call Conference Three-Way Calling

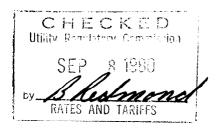
Permits an existing call to be held and a second call to be established and added to the connection for conferencing. Conference calls made with this service are subject to transmission limitations and should include only one toll call.

(4) Speed Calling

Provides for the calling of a regualr telephone number by dialing an abbreviated code. Two arrangements are available, either an 8-code capacity or a 30-code capacity, but not both on the same line. Up to  $\underline{16}$  digits may be stored for each telephone number.

## 2. Conditions

- a. Custom Calling features are furnished in association with individual line service only. All features <u>except</u> Call Waiting are also available to Key or Multiline Systems on an individual line basis.
- b. Custom Calling features may be provided in connection with foreign exchange service.
- c. Custom Calling features are not available on any Private Automatic Branch Exchange System.



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BY J	D. Tobin So:	Manager		۰	Brandenburg, KY.

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SECTION VII ORIGINAL SHEET 5

## C. RATES

The following monthly rates and non-recurring charges apply to Custom Calling Service features and are in addition to the rates and charges applicable to the associated service, equipment and facilities:

		Res	sidence	Bus	siness	
1.	Call Forwarding, each line	\$	1.60	\$	2.30	
2.	Call Waiting, each line		1.60		2.30	
3.	Call Conferencing (3 Way Calling), each line		1.60		2.30	
4.	Speed Calling, each line					
	a. 8 Codes		1.60		2.30	
	b. 30 Codes		2.55		3.70	

5. Regular Service Connection Charges apply on an initial or subsequent installation of Custom Calling Service consisting of one or more features.



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Manager, Brandenburg, KY.

# PSC KY TARIFF NO. 2 PART VIII (T)

1st Revised Sheet 1

### **PART VIII**

### TITLE PAGE

Schedule of RULES, REGULATIONS AND RATES

Applying to Pole Attachments (C)

of the Brandenburg Telephone Company in Kentucky

Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

Issued under Authority of the Commission in Case No. 2022-00107 released Decei

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# PSC KY TARIFF NO. 2 PART VIII (T)

1<sup>st</sup> Revised Sheet 2

**(C)** 

### **PART V – POLE ATTACHMENTS**

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Issue Date: January 19, 2023

Effective Date: December 28, 2022

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# PSC KY TARIFF NO. 2 PART VIII (T)

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### PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.1 General

- 1. This section contains regulations and charges applicable to the provision of attachment space for Attachers on poles of the Company.
- 2. The terms and conditions contained herein apply where the Attacher, as a customer of the Company, desires Pole Attachments on the Poles of the Company.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

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## PSC KY TARIFF NO. 2 PART VIII (T)

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.2 Definitions

- 1. Attacher a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit requesting to attach new or upgraded facilities or who is legally attached to a pole owned or controlled by the Company. Attacher does not include a utility with an applicable joint use agreement with the utility that owns or controls the pole to which it is seeking to attach or a person seeking to attach macro cell facilities.
- 2. Attachment any attachment by a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit to a pole owned or controlled by the Company.
- 3. Make-ready the modification or replacement of the Company pole, or of the lines or equipment on the Company pole, to accommodate additional facilities on the Company pole.
  - (a) Complex Make-ready any Make-ready that is not Simple Make-ready, such as the replacement of the Company pole; splicing of any communication attachment or relocation of existing wireless attachments, even within the communications space; and any transfers or work relating to the attachment of wireless facilities.
  - (b) Simple Make-ready Make-ready in which existing attachments in the communications space of a pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing communication attachment or relocation of an existing wireless attachment.
- 4. Poles All references to "poles" of the Company shall mean poles which are either solely owned by the Company, are jointly owned by the Company and another, or are owned by another who has granted the Company exclusive use and control of space upon its poles.
- 5. Pole Attachment This term means any attachment by a Attacher firm to a pole owned or controlled by the Company.

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## PSC KY TARIFF NO. 2 PART VIII (T)

1<sup>st</sup> Revised Sheet 5

**(C)** 

## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.2. <u>Definitions</u> (cont'd)

- 6. Joint User All references herein to "joint user" shall mean a utility company or municipality which, together with the Company, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Company, owns a percentage of a pole, or which owns a pole upon which the Company has obtained exclusive use and control of specified space.
- 7. Red Tagged Pole a pole that the Company owns or controls the pole that:
  - i) Is designated for replacement based on the pole's non-compliance with an applicable safety standard;
  - ii) Is designated for replacement within two (2) years of the date of its actual replacement for any reason unrelated to a new Attacher's request for attachment; or
  - iii) Would have needed to be replaced at the time of replacement even if the new attachment were not made.

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# PSC KY TARIFF NO. 2 PART VIII (T)

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.3 Scope

- 1. Subject to the terms and conditions contained in this tariff, the Company will provide Attacher pole attachments and permit a Attacher, for the purpose of furnishing Attacher service, to install its equipment upon the Company's poles.
- 2. The Attacher shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists and shall secure any and all consents, permits, licenses, easements or rights—of—way that may be legally required for its operation hereunder. The Attacher shall additionally provide to the Company a map depicting the franchised area in which pole attachments may be applied for by the Attacher.
- 3. The Attacher shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Company because of Attacher pole attachments.
- 4. The franchises, consents, permits, licenses, easements and rights—of—way of the Company are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights—of—way are conferred upon any Attacher hereunder.

### VIII.4 Attachment Specifications

The Attacher, at its own cost and expense, shall construct, maintain and replace its attachments on the Company's poles in accordance with (1) such requirements and specifications as the Company shall prescribe and have on file with the Commission, (2) EEI Publication M12 entitled "Specifications for the Construction and Maintenance of Jointly–used Wood Pole Lines Carrying supply and Communication Circuits", (3) the requirements and specifications of the National Electrical Safety Code, as currently accepted by the KY Public Service Commission, (4) and Rural Utility Service Specifications and Standards, and (5) in compliance with any rules or orders now in effect or that hereafter may be issued by the Public Service Commission of Kentucky or other authority having jurisdiction. The Attacher shall comply, at its sole risk and expense, with changes and revisions in the above specifications and requirements.

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# PSC KY TARIFF NO. 2 PART VIII (T)

1<sup>st</sup> Revised Sheet 7

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.5 Rights of Way and Legal Authority

- 1. Upon application for attachment, the Attacher shall submit evidence satisfactory to the Company of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights—of—way from Federal, State or Municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, license, permit, consent, easement or right—of—way is revoked or is thereafter denied to the Attacher for any reason, permission to attach to Company poles so affected shall immediately terminate, the Attacher shall forthwith remove its equipment from Company facilities.
- 2. Upon notice from the telephone company to the Attacher that the removal or cessation of the use of any pole has been requested or directed by Federal, State, or Municipal authorities, or property owners, permission to attach to such pole shall immediately terminate and the Attacher shall forthwith remove its equipment there from.

# VIII.6 Protection against Claims from Libel and Slander, Copyright and Patent Infringement

The Attacher shall indemnify, protect, and hold harmless the Company from and against any and all claims for libel and slander, copyright, and/or patent infringement arising by reason of attachment of Attacher equipment to Company poles pursuant to this tariff.

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.7 Limitations

- 1. No use, however extended, of the Company's poles under this tariff shall create or vest in the Attacher any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements.
- 2. The Company reserves to itself, its successors and assigns the right to maintain its poles and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. The Company shall not be liable to the Attacher for any interruption to the service of the Attacher or for any interference with the operation of the equipment of the Attacher, if such interruptions are beyond the control of the Company.
- 3. The Company reserves the right to provide pole attachment to more than one Attacher and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.
- 4. Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect.
- 5. In order to assure confident coverage of the indemnity and insurance requirements, the Attacher shall not assign, transfer or sublet any rights to make pole attachments hereunder without notification to the Company.
- 6. The Company may deny access to any pole, duct, conduit, or right-of-way on a nondiscriminatory basis if there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
- 7. The Company shall not be required to provide access to any pole that is used primarily to support outdoor lighting.

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.7 <u>Limitations</u> (cont'd)

- 8. The Company shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of a person or entity requesting access pursuant to this administrative regulation to any pole, duct, conduit, or right-of-way owned or controlled by the Company.
- 9. A request for access to the Company's poles, ducts, conduits or rights-of-way shall be submitted to the Company in writing, either on paper or electronically, as established by this tariff or a special contract between the Company and person requesting access.

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.8 Indemnities and Insurance

- 1. The Attacher shall indemnity, protect, and hold harmless the Company and other joint—users of said poles from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents and employees of the Attacher, the Company and any joint—user, including payment made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits which may arise out of or be caused by the installation, maintenance, presence, use or removal of said equipment or by the proximity of Attacher equipment to the cables, wires, apparatus and appliances of the Company or any joint user, or arising out of any act, omission or negligence or alleged act, omission or negligence of the Attacher or the joint negligence of the Attacher and the Company and /or any joint users. The Company shall not be held harmless merely because of Attacher attachments to its poles.
- 2. The Attacher shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering the Attacher's full liability under the Worker's Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$500,000. (2) Comprehensive General Liability insurance, in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising there from together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.8 <u>Indemnities and Insurance</u> (Cont'd)

- 3. All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the Attacher firm is permitted to perform any work authorized pursuant to this tariff. Failure of the Attacher to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate the Attacher's right to continue its pole attachments. If renewal premiums are not paid by the Attacher prior to said 30–day notice, the Company shall have the right to pay said premiums and be reimbursed by the Attacher upon demand.
- 4. The Attacher shall promptly notify the Company of all claims and potential claims relating to damage to property or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the Attacher's equipment upon any facility of the Company.
- 5. The Attacher shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. The Attacher shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby.

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## PSC KY TARIFF NO. 2 PART VIII (T)

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.9 Surety

The Attacher shall furnish a bond for each individual Attacher system utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Company for rental and penalty charges pursuant to this tariff, for the benefit of the Attacher or as a result of default or forfeiture by the Attacher. The amount of such bond shall be based upon the following:

- (1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (3) below.
- (2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (3) below.
- (3) After one year following the completion of construction of an individual Attacher system and its placement into operation, the Attacher may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen, and material men who furnished services, labor or materials in the construction of such Attacher system, and all taxing authorities, have been paid all amount due them, the Company will reduce the amount of bond required to the following:
  - (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
  - (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.10 Payment of Bills

All amounts payable by the Attacher to the Company under the provision of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non–payment of any such amount when due shall constitute grounds for termination of the pole attachment usage rights under this tariff.

## VIII.11 Termination of Attachments

- 1. Unless otherwise permitted pursuant 807 KAR 5:015, Section 6(1)(b), if the Attacher shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for sixty (60) days after written notice from the Company to correct such non–compliance, the Company, at its option, may terminate the Attacher's right to continue any or all use of poles provided under this tariff and may act to remove the Attacher equipment at the Attacher's sole risk and expense. The Company shall be responsible for its own negligence in the event such action becomes necessary.
- 2. Upon valid objection being made by or on behalf of any governmental authority properly asserting jurisdiction, the Company may without notice, or, where circumstances permit, upon five (5) days written notice to the Attacher, terminate the provision of pole attachment space as provided in this tariff.
- 3. The Attacher may at any time remove its equipment attached to any pole or poles of the Company and shall immediately give the Company written notice of such removal.

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# PSC KY TARIFF NO. 2 PART VIII (T)

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.12 Notices

Any notice required or authorized by this tariff to be given by the Company or the Attacher to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed to such other party's principal business address last furnished by such party.

## VIII.13 Rental Charges

- 1. The Attacher shall pay to the Company, annually in advance, the rental charges specified below.
- 2. From the effective date of the permit for previously unbilled attachments which shall be the date when the Company's facilities are made available for use by the Attacher, to the date of the next annual billing, the annual rental rate shall be payable on a prorated basis with such fractional amount submitted with the application for attachment.

## VIII.14 Penalty Charges

Where pole attachments have been made without receipt of authorization from the Company, a penalty charge of twice the amount of the annual rate, from the date of the last previous physical inventory of pole attachments or inspection required pursuant to the rules of the Kentucky Public Service Commission, whichever is most recent. Additionally, a special "make—ready" charge, equal to twice the amounts that would have been due and applicable if the attachment or usage had been properly authorized, shall apply.

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.15 Overlashing

- 1. No less than thirty (30) days prior to a planned overlash, the existing Attacher shall provide advance notice to the Company of its intent to allow overlashing of its Attachments. The Notice shall include at a minimum, the name and address of the proposed overlasher, the specific routes / poles being sought for overlashing, and the equipment / cable that shall be overlashed onto the existing Attacher. The advance notice must also include confirmation that the overlasher has met its insurance requirements under this tariff.
- 2. Subject to paragraphs 3 and 4 below, the Company shall not require prior approval for an existing Attacher that overlashes its existing wires on a pole; or a third party overlashing of an existing Attachment that is conducted with the permission of an existing Attacher.
- 3. The Company shall not prevent an attacher from overlashing because another existing Attacher has not fixed a preexisting violation unless failing to fix the preexisting violation would create a capacity, safety, reliability, or engineering issue.
- 4. If, after receiving advance notice, the Company determines that an overlash would create a capacity, safety, reliability, or engineering issue, it shall provide specific documentation of the issue to the party seeking to overlash within the thirty (30) day advance notice period and the party seeking to overlash shall address any identified issues before continuing with the overlash either by modifying its proposal or by explaining why, in the party's view, a modification is unnecessary.
- 5. A party that engages in overlashing shall be responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices.
- 6. If damage to a pole or other existing attachment results from overlashing or overlashing work causes safety or engineering standard violations, then the overlashing party shall be responsible at its expense for any necessary repairs.

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Issue Date: January 19, 2023

Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.15 Overlashing (cont'd)

- 7. <u>Notices and Inspections / Correction of Completed Overlashes.</u> An overlashing party shall notify the Company within fifteen (15) days of completion of the overlash on a particular pole.
  - (a) The notice shall provide the Company at least ninety (90) days from receipt in which to inspect the overlash.
  - (b) The Company shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations to its equipment caused by the overlash.
  - (c) If the Company discovers damage or code violations caused by the overlash on equipment belonging to the Company, then the Company shall inform the overlashing party and provide adequate documentation of the damage or code violations.
  - (d) At its sole discretion the Company shall either (i) Complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations; or (ii) require the overlashing party to fix the damage or code violations at its expense within fourteen (14) days following notice from the Company.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

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### PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.16 Procedure for New Attachers to Request Pole Attachments.

Timelines provided herein are subject to change should conditions outlined in Part VIII.20 exist.

# 1. <u>Application Review</u>

- a) All requests for Pole Attachments must be made in writing by the new Attacher and include payment of the per pole Survey Charge provided if applicable. The Company shall review a new Attacher's pole attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attacher's pole attachment application if the application is incomplete.
- b) If the Company notifies a new Attacher that its attachment application is not complete, then it shall state all reasons for finding it incomplete, including lack of applicable fees.
- c) If the Company does not respond within ten (10) business days after receipt of the application, or if the Company rejects the application as incomplete but fails to state any reasons in the Company's response, then the application shall be deemed complete.
- d) The Company may treat multiple requests from a single new Attacher as one (1) request if the requests are submitted within thirty (30) days of one another.

## 2. Survey and Application Review on the Merits

- a) The Company shall complete a survey of poles for which access has been requested within forty-five (45) days of receipt of a complete application to attach facilities to its poles for the purpose of determining if the attachments may be made and identifying any Make-ready to be completed to allow for the Attachment.
- b) The Company shall use commercially reasonable efforts to provide the new and existing Attachers with advance notice of not less than five (5) business days of any field inspection as part of the survey and shall provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. The Company shall allow the new Attacher and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the Company's survey.

Issue Date: January 19, 2023 Effective Date: December 28, 2022

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## PART VIII – POLE ATTACHMENTS (cont'd)

VIII.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

- 2. Survey and Application Review on the Merits (cont'd)
  - c) If a new Attacher has conducted a survey pursuant to Part VIII.21, or a new Attacher has otherwise conducted and provided a Survey, after giving existing Attachers notice and an opportunity to participate in a manner consistent with notices contained in Part VIII.22, the Company may elect to satisfy survey obligations established in this paragraph by notifying affected attachers of the intent to use the survey conducted by the new Attacher and by providing a copy of the survey to the affected attachers within the time period established in Part VIII.22.
  - d) Based on the results of the applicable survey and other relevant information, the Company shall respond to the New Attacher either by granting access or denying access within forty-five (45) days of receipt of a complete application to attach facilities to its poles.
  - e) The Company's denial of a New Attacher's pole attachment application shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how the evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

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## PART VIII – POLE ATTACHMENTS (cont'd)

VIII.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

## 3. <u>Payments</u>

- a) <u>Survey Charges.</u> The new Attacher shall be responsible for the costs of surveys made to review the New Attacher's pole attachment application even if the new Attacher decides not to go forward with the attachments.
- b) Payment of Make-Ready Estimates. Within fourteen (14) days of providing a response granting access pursuant to Part VIII.16(2)(d), the Company shall send a new Attacher whose application for access has been granted a detailed, itemized estimate in writing, on a pole-by-pole basis if requested and reasonably calculable of charges to perform all necessary make-ready.
  - 1) The Company shall provide documentation that is sufficient to determine the basis of all estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
  - 2) The Company may withdraw an outstanding estimate of charges to perform make-ready beginning fourteen (14) days after the estimate is presented.
  - 3) A new Attacher may accept a valid estimate and make payment any time after receipt of an estimate, except a new Attacher shall not accept the estimate after the estimate is withdrawn.

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Issue Date: January 19, 2023

Effective Date: December 28, 2022

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# PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.17 Make-Ready

Upon receipt of payment for survey costs owed pursuant to the Company's tariff and the estimate specified in Part VIII.16 (3) the Company shall, as soon as practical but in no case more than seven (7) days, notify all known entities with existing attachments in writing that could be affected by the make-ready.

- 1. For make-ready in the communications space, the notice shall:
  - State where and what make-ready will be performed;
  - State a date for completion of make-ready in the communications space that is no later than thirty (30) days after notification is sent (or up to seventy-five (75) days in the case of larger orders as established in VIII.20.)
  - State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified make-ready before the date established for completion;
  - State that, if make-ready is not completed by the completion date established in this paragraph 1, the new Attacher may complete the make-ready, which shall be completed as specified pursuant to this paragraph 1; and
  - State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.
- 2. For make-ready above the communications space, the notice shall:
  - State where and what make-ready will be performed;
  - State a date for completion of make-ready that is no later than ninety (90) days after notification is sent (or 135 days in the case of larger orders, as established in Part VIII.20.
  - State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified make-ready before the date established for completion;
  - State that the Company may assert its right to up to fifteen (15) additional days to complete make-ready;
  - State that if make-ready is not completed by the completion date established in this paragraph 2 (or, if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later), the new Attacher may complete the make-ready, which shall be completed as specified in this paragraph 2; and
  - State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.

Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.17 Make-ready (cont'd)

- 3. Once the Company provides the notices required in paragraphs 1 or 2 of this Section, it shall provide the new Attacher with a copy of the notices and the existing Attachers' contact information and address where the utility sent the notices. The new Attacher shall be responsible for coordinating with existing Attachers to encourage completion of make-ready by the dates established by the Company pursuant paragraph 1 for communications space attachments or paragraph 2 for attachments above the communications space.
- 4. The Company shall complete its make-ready in the communications space by the same dates established for existing Attachers in paragraph 1 or its make-ready above the communications space by the same dates for existing Attachers in paragraph 2 (or if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later).

### VIII.18 Final invoice

- 1. Within a reasonable period, not to exceed 120 days after the Company completes its make-ready, the Company shall provide the new Attacher:
  - A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
  - A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual make-ready costs to accommodate attachments if the final make-ready costs differ from the estimate provided pursuant to Part VIII.16.3(b).
- 2. To the extent that the final invoice indicates an overpayment of survey charges and / or make-ready costs, such overpayment shall be refunded to the attacher.

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Issue Date: January 19, 2023

Effective Date: December 28, 2022

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.19 <u>Limitations on Make Ready Charges</u>

- 1. The Company shall not charge a new Attacher, as part of any invoice for makeready, to bring poles, attachments, or third-party or Company equipment into compliance with current published safety, reliability, and pole owner construction standards if the poles, attachments, or third-party or Company equipment were out of compliance because of work performed by a party other than the new Attacher prior to the new attachment.
- 2. The Company shall not charge a new Attacher, as part of any invoice for makeready, the cost to replace any Red Tagged pole with a replacement pole of the same type and height.
- 3. If a Red Tagged pole is replaced with a pole of a different type or height, then the new Attacher shall be responsible, as part of any invoice for make-ready, only for the difference, if any, between the cost for the replacement pole and the cost for a new utility pole of the type and height that the Company would have installed in the same location in the absence of the new Attachment.
- 4. The make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher's attachment shall be charged the Company's cost in accordance with the Company's tariff or a special contract regarding pole attachments between the Company and the new Attacher.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

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## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.20 <u>Deviations from Established Timelines</u>

- 1. <u>Deviations in Applications Due Volume of Poles</u>
  - a) Timelines provided for in Parts VIII.16 will apply for new Attachment requests deemed Routine which is defined as the lesser of 300 poles or zero and five-tenths (.05) percent of the Company's total poles in Kentucky.
  - b) The Company may add up to fifteen (15) days to the survey period established in VIII.16 to larger orders up to the lesser of 1,000 poles or 1.50 percent of the Company's poles in Kentucky.
  - c) The Company may add up to forty-five (45) days to the make-ready periods established in VIII.16 to larger orders up to the lesser of 1,000 poles or 1.50 percent of the Company's poles in Kentucky.
  - d) The Company shall negotiate in good faith the timing of all requests for attachment larger than the lesser of 1,000 poles or 1.50 percent of the Company's poles in Kentucky.
  - e) No less than sixty (60) days before the new Attacher intends to submit an application in which the number of requests is not deemed Routine, a new Attacher shall provide written notice to the Company in that the new Attacher expects to submit a high-volume request. Such request shall include at a minimum, the anticipated number of new Attachments and the route / pole or other identifying geographical information. At its discretion, the new Attacher may submit an Application as its notice provided however that the Application shall not be deemed accepted for review until the end of the 60 days' notice period.

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.20 <u>Deviations from Established Timelines</u> (cont'd)

- 2. Deviations from Make-ready Timeline
  - a) The Company may deviate from the time limits specified in this section before offering an estimate of charges if the new Attacher failed to satisfy a condition in this tariff.
  - b) The Company may deviate from the time limits established in this section during performance of make-ready for good and sufficient cause that renders it infeasible for it to complete make-ready within the time limits established in Part VIII.20. The Company that so deviates shall immediately notify, in writing, the new Attacher and affected existing Attachers and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Company shall deviate from the time limits established in this section for a period no longer than necessary to complete make-ready on the affected poles and shall resume make-ready without discrimination once the Company returns to routine operations.
  - c) An existing Attacher may deviate from the time limits established in this section during performance of complex make-ready for reasons of safety or service interruption that renders it infeasible for the existing Attacher to complete complex make-ready within the time limits established in this section. An existing Attacher that so deviates shall immediately notify, in writing, the new Attacher and other affected existing Attachers and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which shall not extend beyond sixty (60) days from the completion date provided in the notice specified in subsection (4) of this section as sent by the Company (or up to 105 days in the case of larger orders specified in Part VIII.20. The existing Attacher shall not deviate from the time limits established in this section for a period for longer than necessary to complete make-ready on the affected poles.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.21 Self-help Remedy

- 1. <u>Surveys</u>. If the Company fails to complete a survey as established in Part VIII.16, then a new Attacher may conduct the survey in place of the Company by hiring a contractor to complete a survey, which shall be completed as specified in Part VIII.23.
  - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey the Attacher conducts and shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attacher.
  - b) A new Attacher shall allow the Company and existing Attachers to be present for any field inspection conducted as part of the new Attacher's survey.
- 2. <u>Make-ready</u>. If make-ready is not complete by the applicable date established in Part VIII.16, then a new Attacher may conduct the make-ready in place of the Company and existing Attachers by hiring a contractor to complete the make-ready, which shall be completed as specified in Part VIII.23.
  - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than seven (7) days of the impending makeready and shall include the date and time of the make-ready, a description of the work involved, and the name of the contractor being used by the new Attacher
  - b) A new Attacher shall allow the affected utility and existing Attachers to be present for any make-ready.
- 3. The new Attacher shall notify the Company or existing Attacher immediately if make-ready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
- 4. <u>Pole replacements</u>. Self-help shall not be available for pole replacements.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.22 One-touch make-ready option

For Attachments involving Simple Make-ready, new Attachers may elect to proceed with the process established in this subsection in lieu of the attachment process established in Part VIII.16.

1. <u>Attachment Application</u>. A new Attacher electing the one-touch make-ready process shall elect the one-touch make-ready process in writing in its attachment application and shall identify the simple makeready that it will perform. It is the responsibility of the new Attacher to ensure that its contractor determines if the make-ready requested in an attachment application is simple.

## 2. <u>Application completeness</u>

- a) The Company shall review the new Attacher's attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attachers attachment application whether or not the application is complete.
- b) An attachment application shall be considered complete if the application provides the Company with the information necessary to make an informed decision on the application.
- c) If the Company notifies the new Attacher that an attachment application is not complete, then the Company shall state all reasons for finding the application incomplete.
- d) If the Company fails to notify a new Attacher in writing that an application is incomplete within ten (10) business days of receipt, then the application shall be deemed complete.

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Issue Date: January 19, 2023

Effective Date: December 28, 2022

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.22 One-touch Make Ready Option (cont'd)

- 3. <u>Application review on the merits.</u> The Company shall review on the merits a complete application requesting one-touch make-ready and respond to the new Attacher either granting or denying an application within fifteen (15) days of the Company's receipt of a complete application (or within thirty (30) days in the case of larger orders as established in Part VIII.20 or within a time negotiated in good faith for requests equal to or larger than those established in Part VIII.20.)
- 4. If the Company denies the application on its merits, then the Company's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
- 5. Within the fifteen (15) day application review period (or within thirty (30) days in the case of larger orders as established in Part VIII.20 or within a time negotiated in good faith for requests equal to or larger than those established in Part VIII.20, the Company or an existing Attacher may object to the designation by the new Attacher's contractor that certain make-ready is simple.
- 6. An objection made pursuant to paragraph 5 shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to a determination that the make-ready is not simple.
- 7. If the Company's or the existing Attacher's objection to the new Attacher's determination that make-ready is Simple complies with paragraph 6, then the make-ready shall be deemed to be complex and the new Attacher shall not proceed with the affected proposed one-touch make-ready.

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Issue Date: January 19, 2023 Effective Date: December 28, 2022

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.22 One-touch Make Ready Option (cont'd)

## 8. <u>Surveys</u>

- a) The new Attacher shall be responsible for all surveys required as part of the one-touch make-ready process and shall use a contractor as established in Part VIII.23 to complete surveys.
- b) The new Attacher shall allow the Company and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the new Attacher's surveys.
- c) The new Attacher shall use commercially reasonable efforts to provide the Company and affected existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the surveys, and name of the contractor performing the surveys.

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.22 One-touch Make Ready Option (cont'd)

- 9. <u>Make-ready</u>. If the new Attacher's attachment application is approved by the pole owner and if the attacher has provided at least fifteen (15) days prior written notice of the make-ready to the affected Company and existing Attachers, the new Attacher may proceed with make-ready. The new Attacher shall use a contractor in the manner established for simple makeready in Part VIII.23.
  - a) The prior written notice shall include the date and time of the make-ready, a description of the work involved, the name of the contractor being used by the new Attacher, and provide the Company and existing Attachers a reasonable opportunity to be present for any make-ready. The new Attacher shall notify the Company or existing Attacher immediately if makeready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
  - b) In performing make-ready, if the new Attacher or the Company determines that make-ready classified as simple is complex, then all make-ready on the impacted poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted poles. All remaining make-ready on the impacted poles shall then be governed by Part VIII.16, and the Company shall provide the notices and estimates required by Part VIII.16 as soon as reasonably practicable.
- 10. <u>Post-make-ready timeline.</u> A new Attacher shall notify the Company and existing Attachers within fifteen (15) days after completion of make-ready on a one-touch make ready application.

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.23 Contractors for Survey and Make-ready

- 1. Contractors for Self-help Complex and above the communications space Makeready. The Company shall make available and keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform Self-help Surveys and Make-ready that is Complex and Self-help Surveys and Make-ready that is above the communications space on the Company's poles. The new Attacher shall use a contractor from this list to perform self-help work that is complex or above the communications space. new and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.
- 2. <u>Contractors for Surveys and Simple Make-ready work</u>. The Company may keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform surveys and simple make-ready. If the Company provides this list, then the new Attacher shall choose a contractor from the list to perform the work. New and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.

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## PART VIII – POLE ATTACHMENTS (cont'd)

VIII.23 Contractors for Survey and Make-ready (cont'd)

- 3. Contractors Not Already Approved by the Company
  - a) If the Company does not provide a list of approved contractors for Surveys or Simple Makeready or no Company-approved contractor is available within a reasonable time period, then the new Attacher may choose its own qualified contractor that shall meet the requirements in paragraph 4.
  - b) If choosing a contractor that is not on the Company-provided list, the new Attacher shall certify to the Company that the Attacher's contractor meets the minimum qualifications established in paragraph 4 upon providing notices required by this tariff.
  - c) The Company may disqualify any contractor chosen by the new Attacher that is not on the Company-provided list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established in paragraph 4 or to meet the Company's publicly available and commercially reasonable safety or reliability standards.
  - d) The Company shall provide notice of the Company's objection to the contractor within the notice periods established by the new Attacher in this tariff and in the Company's objection must identify at least one available qualified contractor.

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Issue Date: January 19, 2023

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## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.23 Contractors for Survey and Make-ready (cont'd)

- 4. <u>Contractor minimum qualification requirements</u>. Companies shall ensure that contractors on the Company-provided list, and new Attachers shall ensure that contractors selected pursuant to paragraph 3 meet the minimum requirements established in paragraphs this subsection.
  - a. The contractor has agreed to follow published safety and operational guidelines of the Company, if available, but if unavailable, the contractor shall agree to follow National Electrical Safety Code (NESC) guidelines as approved by the Kentucky Public Service Commission.
  - b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready, if required by the Company.
  - c. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules and Rural Utility Service Specifications and Standards.
  - d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the Company, if made available.
  - e. The contractor shall be adequately insured or shall establish an adequate performance bond for the make-ready the contractor will perform, including work the contractor will perform on facilities owned by existing Attachers.
- 5. In the event of a dispute over work to be performed by contractors pursuant to this Section, a consulting representative of the Company may make final determinations, on a nondiscriminatory basis, if there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

**(C)** 

Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

Issued under Authority of the Commission in Case No. 2022-00107 released Decei

**KENTUCKY**PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

12/28/2022

# PSC KY TARIFF NO. 2 PART VIII (T)

Original Sheet 33

**(C)** 

## PART VIII – POLE ATTACHMENTS (cont'd)

## VIII.24 Notice of Changes to Existing Attachers

Unless otherwise established in a joint use agreement or special contract, the Company shall provide an existing Attacher no less than sixty (60) days written notice prior to:

- 1. Removal of facilities or termination of any service to those facilities if that removal or termination arises out of a rate, term, or condition of the Company's pole attachment tariff or any special contract regarding pole attachments between the Company and the attacher; or
- 2. Any modification of facilities by the Company other than make-ready noticed pursuant to VIII.16, routine maintenance, or modifications in response to emergencies.
- 3. An existing attacher may request a stay of the action contained in a notice received pursuant to paragraph (1) of this section by filing a motion within fifteen (15) days of the receipt of the first notice provided pursuant to paragraph (1) of this section.

**(C)** 

Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

Issued under Authority of the Commission in Case No. 2022-00107 released Decei

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PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

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12/28/2022

## PSC KY TARIFF NO. 2 PART VIII (T)

Original Sheet 34

**(C)** 

## PART VIII – POLE ATTACHMENTS (cont'd)

### VIII.25 Transfer of Attachments to New Poles

- 1. Unless an applicable tariff or special contract or Section 4 of this administrative regulation establishes a different timeframe, existing Attachers shall transfer their attachments within sixty (60) days of receiving written notice from the Company pole owner.
- 2. Existing attachers may deviate from the time limit established in paragraph 1 of this subsection for good and sufficient cause that renders it infeasible for the existing Attacher to complete the transfer within the time limit established. An existing Attacher that requires such a deviation shall immediately notify, in writing, the Company and shall identify the affected poles and include a detailed explanation of the reason for the deviation and the date by which the attacher shall complete the transfer. An existing Attacher shall deviate from the time limits established in paragraph 1 of this subsection for a period no longer than is necessary to complete the transfer.
- 3. If an existing Attacher fails to transfer its attachments within the timeframe established in paragraph 1 of this subsection and the existing Attacher has not notified the Company of good and sufficient cause for extending the time limit pursuant to paragraph 1 of this subsection, the Company pole owner may transfer attachments and the transfer shall be at the existing Attacher's expense.
- 4. The Company pole owner may transfer an existing Attacher's attachment prior to the expiration of any period established by paragraphs 1 or 2 of this subsection if an expedited transfer is necessary for safety or reliability purposes.

**(C)** 

Issue Date: January 19, 2023 Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

Issued under Authority of the Commission in Case No. 2022-00107 released Decei

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PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

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12/28/2022

# PSC KY TARIFF NO. 2 PART VIII (T)

Original Sheet 35

PART VIII – POLE ATTACHMENTS (cont'd)

VIII.26 Rates

a. Per Pole Per Year 2 Users \$ 2.76

3 Users \$ 2.04

b. Survey Fee – per pole \$225.00

**(C)** 

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Issue Date: January 19, 2023

Effective Date: December 28, 2022

Issued by: /s/ Allison Willoughby

Allison Willoughby, President and General Manager

Issued under Authority of the Commission in Case No. 2022-00107 released Decei

**KENTUCKY** 

PUBLIC SERVICE COMMISSION

Linda C. Bridwell Executive Director

EFFECTIVE

12/28/2022

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

BRANDENBURG	TELEPHONE	COMPANY.	INC.

SECTION IX
ORIGINAL SHEET 1

SECTION IX

TITLE PAGE

Schedule of

RULES, REGULATIONS AND RATES

Applying to

CLASS SERVICES

of the

BRANDENBURG TELEPHONE COMPANY in KENTUCKY

(N)

(N)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 11 1994

PURSUANT TO 807 KAR 5:011.

BY: Stora Salle
PUBLIC SERVICE COMMISSION MANAGER

ISSUED June 10, 1994 EFFECTIVE July 11, 1994

ISSUED BY - BRANDENBURG TELEPHONE COMPANY, INC.

BY \_\_\_\_\_\_, President , Brandenburg, KY 40108

ISSUED by Authority of an order of the Public Service Commission in Case No. \_\_\_\_\_\_

Dated \_\_\_\_\_\_\_

BRANDENBURG	TELEPHONE	COMPANY.	INC.

SECTION IX ORIGINAL SHEET 2

CLASS SERVICES

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Rates	10	(N)
		(11)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 11 1994

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

ISSUED	June 10, 1994	EFFECTIVE	BY: <u>Storge Faller</u> Ju <b>Py</b> Blig SERVIGES SOM MANAGER
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY	, INC.	
	BY ,	President ,	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Pul	olic Service C	ommission in Case No.
Dated	19		

P.S.C. KY	. NO.		2		
Cancels P	.s.c.	KY.	NO.	1	

SECTION IX
ORIGINAL SHEET 3

### CLASS SERVICES

### A. APPLICATION OF TARIFF

1. This tariff applies to "CLASS Services" furnished by the Brandenburg Telephone Company.

#### B. REGULATIONS

1. Definitions

(N)

- a. CLASS services are optional services offered in addition to regular exchange service to those subscribers served by central offices so arranged to provide such services. The number of CLASS Service features available depends upon the type of exchange central office providing the service and is subject to the availability of facilities.
- b. CLASS Services include the following:
- (1) Teen Service

This service allows the assignment of two separate directory numbers (one primary and one secondary) to a single-party line. Incoming calls to separate directory numbers are identified by a distinctive ringing cadence. The teen service rate includes one directory listing for the primary directory number or the secondary number. Both numbers can be listed as well with tariffed additional listing charges applying. All billing is to the primary directory number.

Custom calling services are available with teen service at applicable tariff charges. Call waiting is available to both primary and secondary directory numbers. Distinctive call waiting tones indicate which directory number is being called. Call forward, which must be activated from the primary directory number, is available in two formats: all incoming calls can be forwarded to the call forward destination or calls only to the primary directory number can be forwarded while calls to the secondary number continue to ring at the base station. The call forward format is determined by service order.

(N)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 11 1994

PURSUANT TO 807 KAR 5:011.

SECTION 9 (1)
BY: Stora Seller

ISSUED June 10, 1994 EFFECTIVE PUBLICIST ON AN ANAGER

ISSUED BY - BRANDENBURG TELEPHONE COMPANY, INC.

Dated

	BY ()	X of	1/1.	, President ,	Brandenburg,	KY 40108	
CSUED	by Authority	of an order	of the	Public Service	Commission in Ca	ase No.	

P.S.C. KY. NO.	. 2	
Cancels P.S.C.	KY. NO.	1

SECTION IX ORIGINAL SHEET 4

### CLASS SERVICES

- B. REGULATIONS (continued)
  - 1. Definitions (continued)

(N)

- b. CLASS Services include the following: (continued)
  - Automatic Callback

This service allows the subscriber, by entering the automatic callback activation code, to re-originate a call to the last-dialed directory number without having to redial the directory number. This can be accomplished regardless of whether the call was answered, unanswered or busy. If the called directory number is busy, automatic callback continues for 30 minutes, until cancelled, or until the called number is idle. When both lines are idle, the calling party receives a special ring. When the calling party picks up, the called party's line rings. Automatic Callback can be cancelled by dialing the automatic callback deactivation code.

(3) Automatic Recall

> This service allows the subscriber, by entering the automatic recall code, to recall the last incoming call. The directory number plus time and date call was received is announced to the subscriber who can then choose whether or not to continue with the service. If the last incoming number is private, the subscriber will be informed that the number is private, but can still contine with the service. This can be accomplished regardless of whether the call was answered, unanswered or busy. If the called number is busy, automatic recall continues for 30 minutes, until cancelled, or until both lines are idle. The calling party receives a distinctive ring when both lines are idle. When the calling party picks up, the called party's line rings. Automatic recall is cancelled by entering the automatic recall deactivation code.

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PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

JUL 11 1994

PURSUANT TO 807 KAR 5:011.

SECTION 9<sub>(1)</sub> PUBLIC SERVICE COMMISSION MANAGER July 11, 1994

June 10, 1994 EFFECTIVE

ISSUED BY - BRANDENBURG TELEPHONE COMPANY, INC.

President, Brandenburg, KY 40108

ISSUED by (Anthority of an order of the Public Service Commission in Case No.

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SECTION IX FIRST REVISION SHEET 5

### CLASS SERVICES

- B. REGULATIONS (continued)
  - 1. Definitions (continued)
    - b. CLASS Services include the following: (continued)
      - (4) Calling Number Delivery

This service identifies the 10-digit directory number of the calling party to be displayed on a telephone set or adjunct display after the first ringing cycle. The date and time of the incoming call is also displayed. For calls from a multi-line hunt group, only the main telephone number will be delivered. If the calling telephone number is not available for delivery, an indication that it is a private number will be displayed to the called party. (See note below)

(5) Dialable Number Delivery

This service displays the directory number of the calling party to the subscriber as with Calling Number Delivery, however, rather than a 10-digit directory number being displayed, only the digits necessary for the subscriber to return the call are displayed along with the date and time. (See note below)

(6) Calling Name Delivery

This service displays the directory name associated with the incoming directory number as well as the date and time on the telephone set or adjunct unit after the first ringing cycle. The first 15 characters of the directory listed name will be displayed, beginning with last name. This service is offered in conjunction with Calling Number Delivery and Dialable Number Delivery. This feature cannot be offered as a stand alone feature due to the fact that several subscribers have the same name and it would be impossible to distinguish as to which subscriber placed the call. (See note below)

(6A) Caller ID On Call Waiting

PUBLIC SERVICE COMMISSION

(N)

This service enables a customer to see the Kanloky id information while on an existing call. For this Established to work the customer must subscribe to call waiting and Calling Number Delivery or Dialable Number Delivery or Calling Number Delivery. Also their CPE would have to be capable of receiving this information.

	receiving only into into		PURSUANT TO 807 KAR 5:011. (N)
ISSUED	January <u> 18,1999</u>	EFFECTIVE	February SACTION (1)
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY	Y, INC.	BY: Stephand Buy SECRETARY OF THE COMMISSION
	BY ,	<u>President</u> ,_	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Po	ublic Service (	Commission in Case No.
Dated	19		

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Cancels P.S.C.	KY. NO. 1

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BRANDENBURG TELEPHONE COMPANY, INC.

SECTION IX
FIRST REVISION SHEET 6

### CLASS SERVICES

- B. REGULATIONS (continued)
  - 1. Definitions (continued)
    - b. CLASS Services include the following: (continued)

Note:

Any customer subscribing to any of the four above services will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with these features specified herein will be the responsibility of the customer. The company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein. (This note originally appeared on Sheet 5 Section IX)

(7) Call Block

This service allows the subscriber to program a list of up to 31 directory numbers from which calls are to be rejected. The subscriber can also enter the last incoming call into the call block list without knowing the number. Call Block is activated and deactivated by use of the appropriate access codes. Programming is accomplished through the keypad. Rejected incoming calls are routed to an announcement informing the caller that the called party does not wish to receive the call.

(8) Distinctive Ringing/Call Waiting

This service allows the subscriber to program a list of up to 31 directory numbers from which incoming calls are identified by a distinctive ringing pattern. If the subscriber also subscribes to Call Waiting and is engaged in a conversation, a distinctive call waiting tone accompanies the incoming call from the selected directory numbers. All other incoming calls ring normally. The service is activated and deactivated by use of the appropriate access codes. Programming is accomplished through the keypad.

PUBLIC SERVICE COMMISSION OF KENTUCKY

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ISSUED	January 18, 1999	EFFECTIVE_	PURSUANT TO SOT KAR 5.011, SECTION 9 (1)
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY, BY	INC. President_,_	BY: Stephan Buy SECRETARY OF THE COMMISSION Brandenburg, KY 40108
ISSUED	by Authority of an order of the Publ	lic Service	Commission in Case No
Dated_	19		

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SECTION IX FIRST REVISION SHEET 7

### CLASS SERVICES

- B. REGULATIONS (continued)
  - 1. Definitions (continued)
    - b. CLASS Services include the following: (continued)
      - (9) Selective Call Forwarding

This service allows the subscriber to program a list of up to 31 directory numbers from which incoming calls are to be forwarded to another location. This service is activated and deactivated by use of the appropriate access codes. Programming of the directory number list as well as the forward-to-number is accomplished by using the keypad. Incoming calls that are not from directory numbers on the edit list continue to ring at the base station. A ring reminder is available at the base station to alert the subscriber that Selective Call Forwarding is activated subscriber that Selective Call Forwarding is activated.

(10) Avoid-A-Call

This service allows the subscriber to program a list of up to 31 directory numbers from which incoming calls are to be accepted. An incoming call from a directory number not included on the edit list is routed to an announcement that the called party does not wish to receive the call. This service is activated and deactivated by entering the appropriate access codes and programming is accomplished using the keypad.

(10a) Anonymous Caller Rejection (ACRJ)

This feature allows subscribers with or without Calling Number Delivery and/or Calling Name Delivery to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected.

OF KENTUCKY EFFECTIVE

MAR 13 1995

PUBLIC SERVICE COMMISSION the display information is not available due to network restrictions or other reasons, the receiving customer premise equipment (telephone or adjunct) if equipped is presented with a message to indicate the unavailability of the calling information. Anonymous Caller Rejection is activated and deactivated by use of the appropriate access codes. Programming is accomplished through the keypad.

PURSUANT TO 807 KAR 5.01 Rejected incoming calls are routed to an announcement informing the caller that the called party does not wish to SECTION 9 (1) Quedan C. Hard receive the call. Anonymous Caller Rejection can be FOR THE PUBLIC SERVICE COMMISSION erridden by an operator in case of emergency.

EFFECTIVE March 13, 1995 ISSUED \_\_\_\_ February 10, 1995 ISSUED BY - BRANDENBURG TELEPHONE COMPANY, INC. ISSUED by Muthority of an order of the Public Service Commission in Case No.

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SECTION IX ORIGINAL SHEET 8

#### CLASS SERVICES

- B. REGULATIONS (continued)
  - 1. Definitions (continued)
    - b. CLASS Services include the following: (continued)

(11) Calling Number/Name Delivery Blocking-Per Call

This service enables a customer to prevent their telephone number or name on a per-call basis from being seen by someone with Calling Number/Name Delivery service or from being announced to someone with Automatic Recall or Avoid-A-Call Service. When this feature is activated before a call, a private status message will be sent instead of the number. This service will be available without pre-subscription.

(12) Calling Number/Name Delivery Blocking-Per Line

This feature enables a customer to make all calls with the delivery of their calling number marked as "private." The feature is applicable on all outgoing calls placed from the customer's line; however, if the pre-assigned activation code for Calling I.D. Blocking-Per Call is dialed on the line, the calling number/name may be delivered.

This service is only available upon request to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers where the head of the agency certifies to Telephone Company management a need for blocking upon health and safety concerns: (a) Non-profit, tax exempt, private and public social welfare agencies such as domestic violence intervention agencies, (b) federal, state and local law enforcement agencies.

Operator services and 911 services take precedence over Calling Number Blocking-Per Call and Per Line service with all calling numbers available regardless of the privacy status.

(N)

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 1 1 1994

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ISSUED	June 10, 1994	EFFECTIVE	Byuly Representation
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY		PUBLIC SERVICE COMMISSION MANAGER
	ву ,	President ,	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Pul	olic Service C	ommission in Case No.
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Cancels	P.	s.c.	KY.	NO.	_1	

SECTION IX ORIGINAL SHEET 9

#### CLASS SERVICES

## B. REGULATIONS (continued)

Conditions

(N)

- a. CLASS features are furnished in association with individual line service only.
- b. CLASS features may be provided in connection with foreign exchange service.
- C. CLASS features are not available on any Private Automatic Branch Exchange System.
- d. The service is subject to available facilities and limited to central offices specifically equipped to provide such services.
- e. CLASS services are applicable only to calls placed to/from compatible central offices, with compatible connecting trunks.
- f. Operator assisted calls are designed to override the feature calls for emergency services.
- g. Coin phones will not be equipped with CLASS features. They will operate with the CLASS features, however, and interaction with all the features will be permitted.
- h. Calling Number/Name Blocking-Per Line is available upon request at no charge, as set forth in B.1.b.(12) of this Tariff.
- i. The Company will deliver all numbers, subject to technical limitations, including telephone numbers associated with Non-Published and Non-Listed numbers as described in PART II Sheet 33.6 of this Tariff.
- j. The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of the services, including without limitations, the delivery or non-delivery of calling numbers or calling names.
- k. Telephone numbers transmitted via Calling Number Delivery as described in B.1.b.(4) and Calling Name Delivery as described in B.1.b.(6), are intended solely for the use of the subscriber. Resale of this information is prohibited by this tariff.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED	BY - BRANDENBURG TELEPHONE COMPANY	, INC.	
	ву образования	President_,	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Pu	blic Service	Commission in Case No.
Dated	19		

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Cancels	P.S.C.	KY.	NO.	1

SECTION IX SECOND REVISION SHEET 10

## CLASS SERVICES

## C. RATES

The following monthly rates and non-recurring charges apply to CLASS Service features and are in addition to the rates and charges applicable to the associated service, equipment and facilities.

asso	ciated service, equipment and facilities.	
	Re	Monthly ecurring Charges
1.	Teen Service, each line	\$ 3.95
2.	Automatic Callback	\$ 4.50
3.	Automatic Recall	\$ 4.50
4.	Calling Number Delivery	\$ 6.50
5.	Dialable Number Delivery	\$ 7.50
6a.	Calling Number and Name Delivery	\$ 7.50
6b.	Dialable Number and Name Delivery	\$ 8.50
6C.	Caller ID on Call Waiting	\$ 2.00 (N)
7.	Call Block	\$ 3.50
8.	Distinctive Ringing/Call Waiting	\$ 3.50
9.	Selective Call Forwarding	\$ 3.00
10.	Avoid-A-Call	\$ 2.50
10a	Anonymous Caller Rejection	\$ 1.00
11.	Calling Number/Name Delivery Blocking-Per Call	PUBLIC SERVICE COMMISSION \$ .000F KENTUCKY
12.	Calling Number/Name Delivery Blocking-Per Line (Authorized entities only.)	\$ .00 EFFECTIVE FEB 17 1999
13	A three feature package containing any three (3) of th following features. Automatic Callback, Automatic Recall, Call Block, Distinctive Ringing/Call Waiting, Selective Call Forwarding, Avoid-A-Call.	PURSUANT TO 807 KAN COTT.  SECTION 9 (1)  SBY: 5 (09 mm.) By In
14.	Regular service connection charges apply on an initialistallation of CLASS services consisting of one or most	tial or subsequentation
15.	Service ordering charges for CLASS features are not a features are provided at the same time as the busindividual line service is established.	applicable when the iness or residence
16.	In order to promote the use of CLASS features. Service and Central offices charge will be waived for ninet CLASS features become available.  D January 18, 1999 EFFECTIVE Features	ty (90) days after
ISSUE	BY BRANDENBURG TELEPHONE COMPANY, INC.  BY President, Bran	ndenburg, KY 40108
ISSUE Dated	D by Authority of an order of the Public Service Commiss	sion in Case No

BRANDENBURG	TELEPHONE	COMPANY.	TNC.

P.S.C. KY. NO.	2	
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SECTION X	_	· · ·
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SECTION X

TITLE PAGE

Schedule of

RULES, REGULATIONS AND RATES

Applying to

ISDN SERVICES

of the

BRANDENBURG TELEPHONE COMPANY in KENTUCKY

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

NOV 24 1997

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

BY: Stephen Buy

ISSUED	October 24,	1997 EF	FECTIVE Novembe:	r 24, 1997
ISSUED	BY - BRANDENBURG TELE	EPHONE COMPANY, IN	c.	
	BY Q	, Pre	sident , Brandenl	ourg, KY 40108
ISSUED	by Authority of an or	de of the Public	Service Commission	in Case No.
Dated_		19		

BRANDENBURG	TELEPHONE	COMPANY,	INC

P.S.C. KY. NO.		2	
Cancels P.S.C.	KY.	NO. 1	

SECTION X ORIGINAL SHEET 2

ISDN SERVICES

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		 (N)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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

BY: Stechand But

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ISSUED	October 24, 1997	EFFECTIVE	November 24, 1997
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ISSUED	by Mathority of an order of the Pu		
Dated_	19		

SECTION X ORIGINAL SHEET 3

#### ISDN SERVICES

### A. APPLICATION OF TARIFF

. IITSDN

(N)

1. This tariff applies to Integrated Services Digital Network "ISDN Services" furnished by the Brandenburg Telephone Company.

### B. REGULATIONS

#### 1. Definitions

- a. ISDN services are optional services offered in addition to regular exchange service to those subscribers served by central offices so arranged to provide ISDN services. ISDN Services and features available depends upon the type of exchange central office providing the service and is subject to the availability of facilities and facilities capable of transmitting digital signals.
- b. ISDN transmissions cannot be completed to central offices that are connected by trunks that are not compatible to transmitting ISDN services.
- c. ISDN transmissions cannot be completed to central offices that are not equipped to provide ISDN services.
- d. The Telephone Company will provide ISDN services to the Network Interface Device (NID) normally located outside of the customer premise. It is the customer's responsibility to provision the circuit from there and provide Customer Premises Equipment (CPE) that is compatible.
- e. ISDN Basic Rate Interface (BRI) will be provided where local loops do not exceed 14,000 feet in length or a maximum 34db as measured at the customers premises. Where these conditions cannot be met, the customer must subscribe to Individual Line Loop Extension.
- f. Individual Line Loop Extension is required when service is requested beyond the nominal ISDN BRI loop length of 18K'. ISDN Individual Line Loop Extension Extends ISDN BRI Service to those customers that are beyond 18K' but within 36K'. The extension of the ISDN BRI loop can only be accomplished once by this method. See Rates this section of tariff for charges for Individual Line Loop Extension.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stechand Buy November 247:1997

ISSUED		October 24, 1997	EFFECTIVE	November 245 T-1997MISSION
ISSUED	BY -	- BRANDENBURG TELEPHONE	COMPANY, INC.	

BY President, Brandenburg, KY 40108

ISSUED by Authority of an order of the Public Service Commission in Case No.

Dated\_\_\_\_\_ 19 \_\_\_\_

SECTION X ORIGINAL SHEET 4

#### ISDN SERVICES

(N)

## B. REGULATIONS (continued)

- Definitions (continued)
  - g. Due to the fact that the outside plant loop will need to be modified to accommodate ISDN services (remove load coils, add loop extension etc). The period from the time service is ordered until service is turned up may be longer than required for regular one party service.
  - h. A single primary director number (DN) is included with ISDN Services. Secondary directory numbers may be purchased as provided in Section IX under teen service of this Tariff.
  - i. Directory Listings will be furnished subject to rates and regulations specified in other sections of this Tariff.
  - j. Service charges as specified in Part II of this Tariff apply in addition to the charges provided in Rates in this section of the Tariff.
  - k. ISDN Services is a new offering of Brandenburg Telephone Company. The possibilities and the complexity of this offering are great. Should there be a difference of opinion between the customer and the company as to the offerings of this tariff, the company reserves the right to file a clarification to these rules and regulations subject to commission approval.
  - CLASS Service, Custom Call Services and other services as shown in other sections of this Tariff may be ordered for ISDN service if they are compatible to ISDN services. Rates for those services from those sections of the tariff shall apply.
  - m. Suspension of service as shown in part II of this Tariff shall not apply to ISDN service.
  - n. All rules and regulations shown in other parts or sections of this tariff, when not in direct conflict, shall apply to Section X ISDN Services.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011,

			DY: Stechan Buy
ISSUED	October 24, 1997	_EFFECTIVE	November 24, 1997
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY	, INC.	
	BY dollar	President ,	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Pu	ublic Service	Commission in Case No.

Dated\_\_\_\_\_\_19 \_\_\_\_\_

P.S.C.	KY.	NO.		2	
Cancels	P. 5	s.c.	KY.	NO.	1

SECTION X ORIGINAL SHEET 5

### ISDN SERVICES

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## B. REGULATIONS (continued)

- 1. Definitions (continued)
  - Packet switching is used to establish a connection between two data devices. However, a packet switched connection is "virtual" not dedicated. Instead of establishing a dedicated connection between two devices, routing information for a packet switched call resides in the network memory. Packet Switching (the D-Channel) of data will be available only from those exchanges that are connected to a Packet Switch Network.
  - p. Basic Rate Interface (BRI) operates over a two-wire facility and provides two B-channels and one D-channel (2B+D) for each facility. The two 64Kb/s B-channels operate along with a single 16Kb/s D-channel and 16Kb/s of overhead for a total transmission rate of 160 Kb/s. This allows a total of up to eight devices per line. Both B-channel devices can operate simultaneously, but the six D-channel devices must share the channel on a first come, first served basis.
  - q. Basic Rate Interface (BRI) operates over two-wire facilities the same as existing one-party business and one-party residence lines. Therefore, a one-party business or oneparty residence rate (whichever is applicable) as shown in Part III of this Tariff shall apply.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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

ISSUED	October 24, 1997	_EFFECTIVE	November 24, 1997
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY		
	BY ,	President,	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Pu	ublic Service	Commission in Case No.
Dated_	19		

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BRANDENBURG TELEPHONE COMPANY, INC.

SECTION X ORIGINAL SHEET 6

#### ISDN SERVICES

- B. REGULATIONS (continued)
  - Definitions (continued)
    - r. Primary Rate Interface (PRI) operates over four-wire facilities. PRI provides 23 B-channels and one D-channel (23B+D). All channels operate at 64Kb/s, along with a 8 Kb/s of overhead, for a total capacity of 1.544 million bits per second (Mb/s).
    - s. The PRI Facility utilizes 1.544 high capacity digital transport technology for connection to the designated Telephone Company ISDN-PRI serving central office switch and for connection between ISDN-PRI central offices. This rate element is required for each 23B+D interface. Rates and charges for PRI Access Line and PRI Digital Transport are those rates for 1.544 Mbps Service specified in Duo County Telephone Cooperative Corp., Inc. Access Service Tariff 2A dated December 30,1993 Section 17.3.8 High Capacity Services.

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ISSUED November 25, 1999

EFFECTIVE December 27, 1999

ISSUED BY BRANDENBURG TELEPHONE COMPANY, INC.

\_, President, Brandenburg, KY 40108

ISSUED by Authority of an order of the Public Service Commission in Case No.

Dated

BRANDENBURG	TELEPHONE	COMPANY.	INC.

P.S.C. 1	KY. NO.		2	
Cancels	P.S.C.	KY.	NO.	1

SECTION X ORIGINAL SHEET 7

## ISDN SERVICES

B. REGULATIONS (continued)

- 2. Integrated Services Digital Network (ISDN) include the following
  - a. Basic Rate Interface (BRI) Provides two B-channels and one D-channel (2B+D).
  - b. Individual Line Loop Extension extends the ISDN BRI beyond the nominal 18K' to  $36\text{K}^{\prime}$ .
  - C. Primary Rate Interface (PRI) provides 23 B-Channels and one D-channel (23B+D).

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ISSUED	October 24, 1997	_EFFECTIVE	November 24, 1997
ISSUED	BY - BRANDENBURG TELEPHONE COMPAN	Y, INC.	
	BY ,	President ,	Brandenburg, KY 40108
ISSUED	by Anthority of an order of the P	ublic Service	Commission in Case No.
Dated_	19		

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SECTION X ORIGINAL SHEET 8

### ISDN SERVICES

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### C. Rates

The following monthly rates and non-recurring charges apply to ISDN services and are in addition to the rates and charges applicable to the associated service, equipment and facilities.

		Monthly <u>Rate</u>	Non-recurring Charges
1.	Basic Rate Interface (BRI)(2B+D)	\$46.00	\$70.00
2.	Individual Line Loop Extension	\$19.00	\$60.00
3.	Primary Rate Interface (PRI) (23B+D	\$845.00	\$95.00

- 4. The above rates are assumed usage. They are assumed to be 200 hours per month per B-Channel. At this time, Brandenburg Telephone Company does not have the capability to measure minutes of use. At the point in time when Brandenburg Telephone Company becomes capable of measuring minutes of use, all usage above 200 hours per month per channel will be billed at \$0.01 per minute of use.
- 5. Regular Service Connection Charges appearing in Part II of this Tariff shall apply in addition to the non-recurring charges shown above. The non-recurring charges above are to compensate for the additional time, skills and testing required for the installation of digital service.
- Charges for changing of directory listing, collecting of late or non-payment shall be those charges as shown in Part II of this Tariff.

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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ISSUED	October 24, 1997	EFFECTIVE	November 24, 1997
ISSUED	BY - BRANDENBURG TELEPHONE COMPANY	, INC.	
	BY OLV,	President ,	Brandenburg, KY 40108
ISSUED	by Authority of an order of the Pu		Commission in Case No.
Dated_	19		

BRANDENBURG TELEPHONE COMPANY, INC.

SECTION XI ORIGINAL SHEET 1

SECTION 11 - VIRTUAL PRIVATE NETWORK

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11.1 Definitions	Sheet No. 2	
11.2 Service Features	2	
11.3 Pricing	2	
11.4 Customer	3	
11.5 Liability of the Telephone Company	3	(N)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DEC # 6 2003

-URSUANT TO 80: KAR 5 01: SECTION 9 (1) Y - JALOS U STRU-EXECUTIVE DIRECTOR

ISSUED November 6, 2003

EFFECTIVE December 6,2003

ISSUED BY - BRANDENBURG TELEPHONE COMPANY, INC.

BY , President, Brandenburg, KY 40108
ISSUED by Authority of an order of the Public Service Commission in Case No.

Dated 20

BRANDENBURG TELEPHONE COMPANY, INC.

SECTION XI ORIGINAL SHEET 2

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## SECTION 11 - VIRTUAL PRIVATE NETWORK

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### 11.1 Definitions

SDSL Synchronized Digital Subscriber Line VPN Virtual Private Network LAN Local Area Network KBPS Kilobits Per Second

### 11.2 Service Features

Allows the customer the advantage of a broadband LAN connection between two or more locations, where SDSL is available, in the local calling area.

## 11.3 Pricing

<u>Charges</u>	Monthly Rate
SDSL* (768 Kbps) SDSL Network Interface	\$35.95 \$10.00
Programming per site**	\$140.00 Non-Recurring
SDSL Install	\$139.00 Non-Recurring

All other services will be provided at the Company's applicable rates.

Charges not covered under this Tariff include, but are not limited to, local, state, and federal taxes, surcharges, access charges or any other charges beyond the control of the Telephone Company.

- \* Distance limitations apply.
- \*\* This is based on this customer's locations and requirements.

  \*\* This is based on this customer's locations and SERVICE COMMISSION OF KENTUCKY (N

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		PURSUANT TO 807 KAR 5 017 SECTION 9 (1)
ISSUED	November 6, 2003	EFFECTIVE BY December 20 2003
ISSUED BY	BRANDENBURG (TELEPHONE	COMPANY, INC.
BY	LA O	President, Brandenburg, KY 40108
ISSUED by A	uthority of an order o	f the Public Service Commission in
Case No.		
Dated	20	

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BRANDENBURG TELEPHONE COMPANY, INC.

SECTION XI ORIGINAL SHEET 3

11.4 Customer (N)

Customer site equipment requirements for the SDSL line is a protected environment and a 120 VAC outlet for power.

11.5 Liability of the Telephone Company

The Telephone Company makes no guarantee and assumes no liability for claims or suits resulting from the non-performance of the VPN service except as can be demonstrated to be due to willful misconduct by the Telephone Company.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
By Juncole Dour
EXECUTIVE DIRECTOR

ISSUED	November 6,	2003	EFFECTIVE	December	6,	2003
ISSUED BY	BRANDENBURG	TELEPHONE	COMPANY, INC.			
ву	10 LX	1	COMPANY, INC. President, Brandenk	ourg, KY 4	010	8

ISSUED by Authority of an order of the Public Service Commission in Case No.

Dated\_\_\_\_\_20