

LOCAL SERVICE TARIFF PSC KY NO. 1
CANCELLED
EXCHANGE RATE TARIFF PSCK NO. 2
AND GENERAL EXCHANGE TARIFF PSCK NO. 3
2nd Revised Title Page
Cancels 1st Title Page

CINCINNATI BELL TELEPHONE COMPANY LLC **DBA altafiber Network Solutions**

(N)

221 EAST FOURTH STREET
CINCINNATI, OHIO 45202

www.cincinnati-bell.com

REGULATIONS AND SCHEDULE OF RATES AND CHARGES
APPLYING TO CERTAIN LOCAL EXCHANGE SERVICES
WITHIN THE COMMONWEALTH OF KENTUCKY

ON FILE WITH THE
PUBLIC SERVICE COMMISSION OF KENTUCKY

Issued: August 1, 2022

Effective: August 1, 2022

By: Ted Heckmann, Senior Director -
Regulatory and Government Affairs



CINCINNATI BELL TELEPHONE COMPANY LLC
DBA **altafiber Network Solutions**

LOCAL SERVICE TARIFF PSC KY NO. 1
Introduction (N)
1st Revised Page 1
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LIST OF TARIFFS

ACCESS SERVICE TARIFF PSCK NO. 2

CABLE TELEVISION POLE ATTACHMENT TARIFF PSCK NO. 1

LOCAL SERVICE TARIFF PSC KY NO. 1

MESSAGE TELECOMMUNICATIONS SERVICE PSCK NO. 4

ADOPTION NOTICE

(N)

Effective May 4, 2022, Cincinnati Bell Telephone Company LLC registered and began operating under the trade name “altafiber Network Solutions”. As such, Cincinnati Bell Telephone Company LLC DBA “altafiber Network Solutions” hereby adopts, ratifies and makes its own, in every respect as if the same had been original filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Kentucky Public Service Commission by or adopted by Cincinnati Bell Telephone Company LLC prior to May 4, 2022.

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*Per KRS §278.5435 all basic and non-basic services, along with applicable terms and conditions are being withdrawn from this tariff. This information is now located in Cincinnati Bell’s Service Agreements. (C)
(C)

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EXPLANATION OF SYMBOLS

- (C) Indicates changed regulation
- (D) Indicates discontinued rate or regulation
- (I) Indicates increase in rate
- (M) Indicates matter relocated without change
- (N) Indicates new rate or regulation
- (R) Indicates reduction in rate
- (T) Indicates a change in text but not in rate or regulation

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DEFINITIONS

B. Central Office

A switching unit having the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

C. Class of Service

The Company furnishes two classes of service, nonresidence and residence, described by the use to be made of such service. Pay telephone access lines are treated the same as nonresidence service unless otherwise noted in this Tariff.

D. Commission

The Kentucky Public Service Commission (“KPSC”)

E. Company

Cincinnati Bell Telephone Company LLC (“CBT”) DBA “altafiber Network Solutions”. (N)

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DEFINITIONS

(D)*

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G. Contract

The agreement between a Customer and the Company under which facilities for the use of the Customer are furnished in accordance with the provisions of this tariff.

H. Cost

The cost of labor and material, plus an appropriate share of the Company's general operating and supervising expense.

I. Customer

The person, firm, or corporation that orders service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

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DEFINITIONS

K. Exchange

A geographic unit established for the administration of telecommunications service in a specified area which usually embraces a city, town, or village and its environs.

L. Exchange Access Line

Denotes all equipment and facilities from the central office line up to and including the Company-provided and maintained network interface or demarcation point on a customer's premises encompassing the central office line and all lines connected to a central office line for access to an exchange.

M. Exchange Service

The service of furnishing facilities for telecommunications within a local service area, in accordance with the regulations, rates, and charges specified in this tariff.

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(D)*

O. Initial Charge (Nonrecurring Charge)

A nonrecurring or one-time charge associated with the installation of certain services or facilities, either in lieu of or in addition to recurring monthly charges or other service type charges.

P. Initial Service Period

The minimum length of time a customer is obligated to pay for service, facilities, or equipment whether or not retained by the customer for that minimum length of time. The Initial Service Period for all services in this Tariff is one month unless otherwise stated.

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DEFINITIONS

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R. KRS

Kentucky Revised Statutes

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(D)*

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REGULATIONS

A. GENERAL

The terms and conditions found in this Tariff apply to services offered in all of the serving exchanges of the Company. (C)
(C)

The regulations of this tariff apply to all tariffs of the Company except where in conflict with a specific provision of another tariff.

B. OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

3. Service Irregularities and Interruptions

In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of the unavoidability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions, and limitations herein specified.

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a pro rata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty four hours from the time it is reported to the Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

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REGULATIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

3. Service Irregularities and Interruptions (Continued)

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the Customer or the failure of facilities provided by the Customer, or unlawful or improper use of the facilities or service.

No credit allowance will be made for interruptions due to electric power failure where the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the Customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay or error, or defect in transmission occurs.

The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the facilities provided by the Company; and against any and all losses from damage to the Customer's facilities or equipment attached or connected to facilities furnished by the Company.

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REGULATIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY (Continued)

4. Use of Connecting Company Lines

When the lines of other telephone companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

5. Defacement of Premises

The Company is not liable for any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

When the Customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

6. Directory Listings

The Company does not guarantee the accuracy of listings, and will not be a party to controversies arising between customers or others as a result of listings published in its directories.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

Equipment and lines furnished by the Company on the premises of a Customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing such equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

2. Connections of Customer Provided Terminal Equipment, Communications Systems, and Inside Wire

a. General

Terminal equipment, communications systems and inside wire provided by the Customer may be connected at the Customer's premises to telecommunications services furnished by the Company where such connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations and any applicable Company tariffs and/or service agreements, as are now in effect or may become effective.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

b. Responsibility of the Customer

The Customer will be responsible for the installation, operation and maintenance of any customer provided terminal equipment, communications system, or inside wire. No combinations of customer provided terminal equipment, communications systems, or inside wire shall require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer provided terminal equipment, communications system, or inside is causing such hazard, damage, malfunction or degradation of service, the Customer must make whatever changes are necessary to remove or prevent such hazard, damage, malfunction or degradation of service.

The customer will be responsible for the payment of a Maintenance of Service Charge as provided in the Company's service agreements for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment, communications system, or inside wire.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

c. Responsibility of the Company

Telecommunications services are not represented as adapted to the use of customer provided terminal equipment or communications systems. Where customer provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the maintenance and operation of service components in a manner proper for such services. Subject to this responsibility the Company will not be responsible for:

- i. The through transmission of signals generated by the customer provided terminal equipment or communications systems or for the quality of, or defects in such transmission, or
- ii. The reception of signals by customer provided terminal equipment or communications systems, or
- iii. Address signaling where such signaling is performed by customer provided signaling equipment.

The Company will, at the customer's request, provide information concerning interface parameters needed to permit customer provided terminal equipment to operate in a manner compatible with telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations. If such changes can be reasonably expected to render any customer's terminal equipment or communications system incompatible with telecommunications services, or require modification or alteration of such customer provided terminal equipment or communications systems, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

d. Violation of Regulations

When any customer provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Part C.2., the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff and the Company's service agreements.

e. Connection of Grandfathered Communications Systems and Terminal Equipment

Grandfathered Communications Systems denote customer provided communications systems (including their equipment, premises wiring and protective circuitry if any) connected at the customer's premises that are considered to be grandfathered under Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations. These systems may remain connected for the life of the equipment without registration. Additions and modifications may be made only in accordance with FCC Part 68.

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REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

2. Connections of Customer Provided Terminal Equipment, Communications Systems, and Inside Wire (Continued)

f. Connection of Registered Equipment

Registered Equipment denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected at the customer premises to the telecommunications network, subject to FCC Part 68.

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REGULATIONS

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G. PROVISION FOR CERTAIN TAXES AND FEES

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, excise, communications services or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by the state or any local public agency or taxing authority, whether imposed by statute, ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

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BASIC LOCAL EXCHANGE SERVICE

The pages listed below have been deleted pursuant to KRS §278.5435(3)(b). Information previously found on these pages can be found in Section 4 of Cincinnati Bell's Kentucky Service Agreements. (C)

<https://www.cincinnati-bell.com/about-us/regulatory/service-agreements>

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LIFELINE

A. LIFELINE SERVICE

1. General

Lifeline is a government assistance program that allows qualifying low-income customers to pay reduced charges for access line service. Lifeline services and discounts are provided in accordance with Federal Communications Commission regulations and any additional state-specific requirements established by the Commission.

Lifeline discounts are funded in whole or in part through application of Lifeline support provided by the federal Lifeline program and by the Commonwealth of Kentucky telecommunications service support program. Lifeline discounts may apply to any residential service plan that includes voice telephony service, including bundled packages of services.

2. Benefits

The Lifeline provided benefits and discounts are:

- a. A federally provided monthly discount of \$5.25 off the customer's access line service. This discount is first applied to waive the monthly federal subscriber line charge (End User Common Line charge) with the remainder applied to the customer's monthly rate for the primary individual line service or primary bundled access line service.
- b. A state provided monthly discount of \$3.50 off the customer's monthly rate for the primary individual line service or primary bundled access line service.
- c. Free toll limitation services (e.g. toll blocking) upon customer request.
- d. A waiver of the Company's service deposit requirement, if the customer elects to receive toll limitation services.

Reductions to customer accounts through this program shall not produce a monthly rate that is below zero.

Lifeline benefits are limited to one per household.

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LIFELINE

A. LIFELINE SERVICE

2. Eligibility

Lifeline service is available to qualifying low-income residential customers who are currently participating in one of the following assistance programs:

- a. Federal Public Housing Assistance (Section 8)
- b. Medicaid
- c. Supplemental Nutrition Assistance Program (SNAP)
- d. Supplemental Security Income (SSI)
- e. Veteran Pension Benefits program
- f. Survivor Pension Benefits program

Lifeline Assistance is also available to customers whose total household income is at or below one-hundred thirty-five percent (135%) of the federal poverty level.

Prior to receiving Lifeline benefits the customer will have to verify eligibility through the National Verifier. There are three ways in which to verify eligibility. One: the customer may apply for Lifeline on their own through the consumer portal at www.checklifeline.org. Eligibility *may* be determined immediately after applying online. If the National Verifier cannot prove eligibility the customer will need to upload additional documents as proof of eligibility. Two: the customer may apply by sending their completed application and all supporting documentation via mail. Completed documentation can be sent to the Lifeline Support Center.

Lifeline Support Center
PO Box 7081
London, KY 40742

Three: the customer may bring their completed application and supporting documentation to an authorized retail location where a Cincinnati Bell Telephone representative can assist with National Verifier eligibility. Lifeline benefits will only begin once the completed application form and documentation of eligibility are reviewed and approved through the National Verifier. Customers will not receive retro-active Lifeline credits for periods prior to the approval of National Verifier.

The Company shall follow established processes for recertification through the National Verifier in accordance with FCC requirements.

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LIFELINE

B. KENTUCKY LIFELINE SUPPORT SURCHARGE

The Kentucky Lifeline Support Surcharge was set up to support Lifeline Service in Kentucky.

The Kentucky Lifeline Support Surcharge is imposed on each residential and nonresidential service access line of all Incumbent Local Exchange Carriers (ILECs), Competitive Local Carriers (CLECs), and Wireless Service Providers' bills, pursuant to Orders issued by the KPSC in Administrative Case No. 360. For purposes of application of this surcharge, access lines are defined as facilities which provide access to and from the telecommunications network for toll and/or local calling with the exception of payphone, remote calling forwarding, radio common carriers, interLATA foreign exchange lines, private line services, other common carriers, and company official accounts.

The surcharge will appear on each customer's bill under the line item "Kentucky Lifeline Support" and will be billed at the rate of \$0.06 per month per line.

(R)


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By: Ted Heckmann, Assistant Secretary and
Sr. Director of Regulatory and Government Affairs

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

11/30/2022

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

PAY TELEPHONE ACCESS LINES

A. GENERAL

Pay telephone access lines are provided to payphone providers for use with customer-provided coin operated telephone equipment (payphone instruments that accept coins), customer-provided coinless telephone equipment, and inmate service telephone instruments that provide restricted calling service at penal institutions and other institutions of confinement.

The customer for pay telephone access lines is the payphone provider which is the individual or organization who subscribes to the pay telephone access line. Any party purchasing pay telephone access lines must be properly registered with the Commonwealth of Kentucky.

Pay telephone access lines are provisioned either for use with smart sets or dumb sets. The customer must specify to the Company which option it is choosing at the time of the placement of the initial order

Telephone instruments and service enhancing facilities are furnished by the payphone provider.

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PAY TELEPHONE ACCESS LINES

B. TERMS AND CONDITIONS

Pay telephone access line customers must provide service in compliance with all state and/or federal rules and/or regulations regarding pay/public telephone service, alternative operator services, or any other services provided to the end user of the provider's payphone service. Failure to comply with this tariff or any related rule or order approved by this Commission or the FCC shall be grounds for disconnection. Pay telephone access lines may be denied or disconnected in accordance with Section 2, Part D.7. of this tariff. If service is temporarily denied, the customer must pay the nonresidence Restoral of Service Charge specified in Section 3, Part C.3.c. of this tariff for service to be restored.

The customer is responsible for the installation, operation and maintenance of customer-provided public telephones used in connection with pay telephone access lines.

Customer-provided public telephones and equipment must be registered and connected to the Company's network in compliance with Part 68 of the FCC's Rules and Regulations.

Pay telephone access lines may not be attached to other types of access lines and shall not be connected behind a PBX.

Pay telephone access lines cannot be included on accounts containing other classes of service. A separate account is required for this offering at each location.

The local calling area for pay telephone access lines in a given exchange is the local calling area specified in Section 3, Part B. of this tariff for that exchange.

The Company will block pay telephone access lines provided for use as inmate service from 101XXX calling.

Screening services are available for use on pay telephone access lines where facilities permit. (See the Company's Local Telephone Service Agreement – Kentucky for the rates, terms and conditions for these services. Nonresidence rates apply.)

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PAY TELEPHONE ACCESS LINES

B. TERMS AND CONDITIONS (Continued)

The pay telephone access line customer will be charged for Directory Assistance and Operator Service calls made over the pay telephone access lines to which the customer subscribes. (See the Company's Local Telephone Service Agreement – Kentucky for the rates, terms and conditions for these services. Nonresidence rates apply.)

Pay telephone access lines do not include International Blocking Service (IBS). IBS is provided out of the Company's Access Service Tariff, PSCK No. 2.

Directory listings are not provided with pay telephone access lines. Directory listings may be added as shown in the Company's Local Telephone Service Agreement – Kentucky for nonresidence service.

The customer will be responsible for payment of a Maintenance of Service Charge as specified in the Company's Local Telephone Service Agreement - Kentucky for visits by a Company employee to the service location when a service difficulty or trouble report results from customer-provided equipment or facilities.

Other service options normally provided are available at normal nonresidence charges where such services are technically feasible.

The initial service period for pay telephone access lines is three months.

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PAY TELEPHONE ACCESS LINES

C. RATES AND CHARGES

1. Monthly Charges	<u>Rate</u>
a. Pay Telephone Access Line for Smart Sets, per Line	
1. Unrestricted, Two-Way Flat Rate Service. Allows 0+, 0-, and 1+ Dialing.	30.45
2. Unrestricted, Two-Way Flat Rate Inmate Service. Allows 0+, 0-, and 1+ Dialing.	30.45
b. Pay Telephone Access Line for Dumb Sets, per Line	
1. Restricted, Two-Way Flat Rate Coin Service. Allows 0+, 0-, 1+, 01+, and 011+ Dialing. Blocks 1+900 Dialing.	38.04
2. Restricted, One-Way (Outgoing) Flat Rate Coin Service. Allows 0+, 0-, 1+, 01+, and 011+ Dialing. Blocks 1+900 Dialing.	38.04
3. Restricted, One-Way (Outgoing) Flat Rate Inmate Service. Allows 0+ dialing Only. Blocks 1+800 and 1+900 Dialing.	38.04
4. Restricted, One-Way (Outgoing) Flat Rate Coin Service. Allows 0+ and 0- Dialing Only.	38.04
<p>Monthly rates were established by the Commission Order in Administrative Case No. 361, January 5, 1999. Per the Commission Order issued on May 1, 2003, customers subscribing to Pay Telephone Access Lines will receive a monthly credit equal to the End User Common Line Charge (EUCL) which will be applied to the monthly rates listed above. This credit will be applied to lines billed after May 1, 2003 and will vary as the EUCL changes.</p>	
2. Nonrecurring Charges, per Line	
a. Establishment of Pay Telephone Access Line	49.75

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CONSTRUCTION

The pages listed below have been deleted pursuant to KRS §278.5435(3)(b). Information previously found on these pages can be found in Section 19 of Cincinnati Bell's Kentucky Service Agreements. (C)

<https://www.cincinnati-bell.com/about-us/regulatory/service-agreements>

Page 2 – Original

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Senior Director, Regulatory Affairs



TELECOMMUNICATIONS RELAY SERVICE AND ACCESS PROGRAM SURCHARGE

A. TELECOMMUNICATIONS RELAY SERVICE

Telecommunications Relay Service (TRS) for individuals with hearing and/or speech disabilities provides access to telephone services that are functionally equivalent to those provided to individuals not having hearing or speech impairments. Telecommunications Relay Service is subject to rules and regulations as prescribed by the FCC (Disabilities Act of 1990, 47 U.S.C. 225) and the Public Service Commission of Kentucky in Administrative Case Nos. 333 and 372.

B. TELECOMMUNICATIONS ACCESS PROGRAM

The Public Service Commission of Kentucky and the Kentucky Commission on the Deaf and Hard of Hearing established (Pursuant to Kentucky Revised Statute) the Telecommunications Access Program (TAP), a program to distribute telecommunications devices for the deaf to persons who are deaf, hard-of-hearing, or speech impaired.

C. TRS/TAP SURCHARGE

In order to fund TRS and the TAP, the Commission ordered in Case No. 2007-00464 and Administrative Case No. 372, that \$0.03 per access line per month be collected for TRS and TAP for each wireless, ILEC, and CLEC retail customer as follows:

Monthly Surcharge

TRS Charge, per line:	\$ 0.01	(C)
TAP Charge, per line:	\$ 0.02	

This surcharge is imposed on each residence and nonresidence access line. For purposes of application of this surcharge, access lines are defined as facilities which provide access to and from the telecommunications network for toll service and for local calling with the exception of Remote Call Forwarding, InterLATA Foreign Exchange Lines, and Cincinnati Bell Official Accounts.

These surcharges will appear on customers' bills as a single line item titled "Relay/TAP Service Surcharge."

*The change in the TRS surcharge is per Case No. 2017-00358. Although the issue date of this tariff change is February 15, 2018- the effective date will be backdated to January 1, 2018 per Commission's request. A credit will be applied to all of those impacted.


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By: Ted Heckmann, Assistant Secretary and Managing Director, Regulatory Affairs

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director



**EFFECTIVE
1/1/2018**

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

911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS

1. General

Enhanced Universal Emergency Number Service, also referred to as E911 service or E911, is a telephone exchange communication service through which a Public Safety Answering Point (PSAP) designated by the E911 customer may receive telephone calls dialed to the telephone number 911. E911 service includes lines, equipment and software necessary for the answering, transferring and dispatching of public emergency telephone calls originated by persons within the serving area who dial 911.

E911 Service is offered subject to availability of facilities.

The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The E911 customer may be legally authorized or required to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for police, fire, ambulance, rescue, medical or other emergency services within the telephone central office areas arranged for 911 calling.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

2. Definitions

a. Additional E911 Exchange Line

Additional terminating line at a PSAP that may be ordered by the E911 customer as an optional feature.

b. Alternate Routing (AR)

A feature provided to allow 911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP are busy, or (2) the primary PSAP closes down for a period (night service).

c. Automatic Location Identification (ALI)

A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined below) may be forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

d. Automatic Number Identification (ANI)

A feature by which the calling party's telephone number is forwarded to the E911 control office and to the PSAP's Display and Transfer Units.

e. Data Management System (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

2. Definitions (Continued)

f. Default Routing (DR)

A feature activated when an incoming 911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from an E911 facility group to the control office to a default PSAP. Each incoming E911 facility group to the control office is assigned to a designated default PSAP.

g. Display and Transfer Unit

A selector console and associated common equipment for displaying ANI numbers at the PSAP attendant position and used by the attendant to activate Fixed and/or Selective Transfer functions.

h. End Office

The central office(s) in the E911 system which receive originating 911 calls.

i. Enhanced 911 (E911) Control Office

The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS speed calling features, call transfer capability and certain maintenance functions for each PSAP.

j. Enhanced 911 Service Area

The geographic area in which the E911 customer will respond to all 911 calls and dispatch appropriate emergency assistance.

k. Fixed Transfer

A feature which enables a PSAP attendant to transfer incoming 911 calls to secondary PSAPs by use of a single button on the Display and Transfer Unit.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

2. Definitions (Continued)

l. Forced Disconnect

A function of the E911 central office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines.

m. Manual Transfer

A feature that enables the PSAP attendant to transfer an incoming call by depressing the switch hook of the associated telephone or the "add" button on the Display and Transfer Unit and dialing either a 7 digit or 10 digit telephone number or a 2 digit Speed Calling code.

n. Public Safety Answering Point (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of public safety agencies such as police, fire or emergency medical personnel, or by employees of a common bureau serving a group of such entities.

o. Selective Routing (SR)

A feature that routes a 911 call from the E911 control office to the designated primary PSAP based upon the identified number of the calling party.

p. Selective Transfer

A feature providing persons at the PSAP the ability to transfer an incoming call to another agency by depressing a single button labeled with the type of agency, e.g., "Fire," on the Display and Transfer Unit.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

2. Definitions (Continued)

q. Serving Central Office

The central office from which a PSAP, either primary or secondary, is served.

r. Universal Emergency Number Service

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. These calls are answered at PSAPs established and operated by the E911 customer. The lines and equipment associated with the service arrangement for the answering, transferring and dispatching of public emergency telephone calls are included.

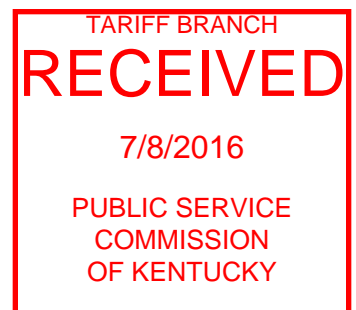
s. Universal Emergency Number Service Customer (E911 Customer)

A municipality or other state or local governmental unit or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls including police, fire, ambulance, rescue and medical service.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

3. Rules and Regulations

This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 service will be provided within any government agency's locality.

The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other exchange telephone service as provided in this tariff or the Company's Local Telephone Service Agreement - Kentucky.

The service is furnished to an E911 customer only for the purpose of receiving reports of emergencies from the public.

E911 Service is classified as nonresidence exchange service and is arranged for one way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.

E911 Service is provided solely for the benefit of the E911 customer operating the PSAP. The provision of E911 Service by the Company is not to be interpreted, construed, or regarded, either expressly or by implication, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the E911 customer.

The Company furnishes the use of its facilities to enable the E911 customer's personnel to answer and forward 911 calls at the PSAP.

Any terminal equipment used in conjunction with E911 Service, whether the equipment is provided by the Company or the E911 customer, must be configured so that it is unable to extract any information from the Data Management System other than information relating to a number identified through the ANI feature as the source of an in-progress call.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

3. Rules and Regulations (Continued)

E911 information consisting of the names, addresses and telephone numbers of calling parties whose listings are not published in directories or listed in Directory Assistance offices is confidential. The E911 calling party forfeits the privacy afforded by non-address and non-published service to the extent that the telephone number, address and name associated with the originating station location may be furnished to the PSAP on a call by call basis only for the purpose of responding to emergency calls.

Due solely to the technology of the Company network portion of the E911 system, E911 information may be transmitted to E911 customers on calls that are not classified as emergency calls. In the circumstance of the inadvertent disclosure of such information, the E911 customer will not utilize or disclose such information.

Central offices which are not currently equipped to transmit ANI will not be modified to provide ANI only for the purposes of E911 Service. In such circumstances, default routing and central office identification will be provided in lieu of selective routing and ANI display.

The Company will have no liability to any person in connection with E911 service. The Company and its officers, directors, employees and agents are not liable in damages in a civil action for injuries, death or loss to persons or property incurred by any person resulting from the Company's, its officers', directors', employees' or agents' participation in or acts or omissions in connection with such participation in a 911 system, as defined therein.

The rates charged for E911 service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake this responsibility. The E911 customer will make whatever operational tests are, in the judgment of the E911 customer, required to determine whether the system is functioning properly for its use. The E911 customer must promptly notify the Company in the event the system is not functioning properly.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

3. Rules and Regulations (Continued)

Each E911 customer agrees to release, indemnify, defend and hold harmless the Company and its directors, officers, employees and agents, from any or all loss, claims, demands, suits or other action, or any liability whatsoever (including attorneys' fees), whether suffered, made, instituted or asserted by the E911 customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss to persons or property, whether owned by the E911 customer or others.

The E911 customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 service features and the equipment associated with it, or by any services furnished by the Company in connection with E911 service, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the calling party or parties accessing E911 service under the terms of this tariff, and which arise from the acts of the E911 customer, its agencies or municipalities, or the employees or agents of any of them.

The Company's intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where E911 service is offered.

Because the Company's serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the E911 customer to make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the E911 customer's public safety jurisdiction.

Application for E911 Service must be executed in writing by each E911 customer. Execution of an Agreement for Implementation of Enhanced 911 Emergency Telephone Service will constitute such application.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

3. Rules and Regulations (Continued)

The E911 customer must furnish to the Company its agreement to the following terms and conditions:

That all E911 calls will be answered on a 24 hour day, seven day week basis.

That the E911 customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the public safety agency with responsibility for dispatching such services, to the extent that those services are reasonably available.

That the E911 customer will develop an appropriate method for responding to 911 calls which may be directed to the E911 PSAP by calling parties.

That the E911 customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.

That the E911 customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E911 lines recommended by the Company to be installed.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

3. Rules and Regulations (Continued)

The E911 customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, ambulance, rescue and medical service agencies or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided by the Company for each unique combination. The E911 customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will reside in the Data Management System (DMS) and the E911 control office. The ESN will be used by the E911 Control Office to permit routing of 911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area. The following terms define the E911 customer's responsibility in providing this information:

Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria must be furnished to the Company by the E911 customer before the effective date of service.

After establishment of service, it is the E911 customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, rescue and medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.

The Company annually will provide to the E911 customer a complete written copy of the master address file to permit the E911 customer to verify accuracy of the police, fire, and ambulance, rescue and medical PSAP routing designations.

Changes, deletions and additions which the E911 customer desires to have made in the master address file should be submitted in writing when they occur.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

3. Rules and Regulations (Continued)

Government agencies that provide their own stand-alone E911 service will be furnished database information from the Company in a mutually agreed format under the following conditions:

E911 information consisting of the names, addresses and telephone numbers of calling parties whose listings are not published in directories or listed in Directory Assistance offices is confidential. The E911 calling party forfeits the privacy afforded by non-published service to the extent that the telephone number, address and name associated with the originating station location may be included in the data base information furnished to the government agency E911 provider exclusively for the purpose of responding to emergency calls.

The E911 provider shall enter into a confidentiality agreement with the Company that prohibits them from using the database information for any purpose other than the provision of E911 service.

The E911 provider shall defend and indemnify the Company for any claims brought where it is alleged that the database was used for any reason shall defend and indemnify the Company for any claims brought where it is alleged that the database was used for any other purpose other than the provision of E911 service.

All costs incurred by the Company, both initially and ongoing, in the establishment and maintenance of the E911 database including the customer notification process will be the responsibility of the E911 provider.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

4. Service Features

E911 service includes the following service features:

- Alternate Routing
- Automatic Number Identification
- Automatic Location Identification
- Central Office Transfer Arrangements
- Default Routing
- Forced Disconnect
- Selective Routing
- Speed Calling

The Service Feature offerings include provision of E911 exchange lines to all primary PSAPs and to secondary PSAPs which are equipped to display ANI information on Company or customer provided PSAP equipment. The number of lines to a PSAP will be determined by the Company, based upon anticipated call volumes. Secondary PSAPs which do not meet these specifications will receive calls on a transfer basis over the exchange network, or the E911 customer may subscribe for an additional E911 Exchange Line.

PSAP equipment, designed for use with key telephone systems and automatic call distributor systems, is unregulated and may include:

ANI Display and Transfer equipment consisting of a microprocessor controlled, stored program system capable of serving up to fifteen incoming E911 lines and fifteen Display and Transfer Units.

ALI equipment providing retrieval of the calling party's address from a data base and its display on units located at attendant positions. A maximum of fifteen display units may be installed per system.

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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

5. Rates and Charges

a. 911 Subscriber Charge

Company subscribers that are served within the area covered by an E911 System shall pay a monthly rate for the provision of E911 Service. This rate shall be computed by dividing the total monthly rate billed to the E911 customer (municipality) by the total number of residence and nonresidence access lines, or their equivalent, within the area served (rounded up to the nearest cent). This rate shall be collected on an individual access line basis limited to a maximum of twenty five (25) lines per account.

b. Service Features

	<u>Initial Charge</u>	<u>Monthly Rate</u>
1. Combined Automatic Number and Location Identification and Selective Routing per 1000 access lines served	4,620.00	115.00

Note: Rounded to the nearest 1000 access lines. This count is based upon the maximum number of the above stated access lines in service during the most current twelve month period at the time service is established. This count will be adjusted annually to update customer billing, with the applicable twelve month period being the calendar year.

2. Additional (optional) E911 Exchange Line terminating at PSAP, each	1,040.00	120.00
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911 EMERGENCY NUMBER SERVICES

A. ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911 Service) - PSAPS (Continued)

5. Rates and Charges (Continued)

c. Messages

The calling party is not charged for calls placed to the 911 number on a call-by-call basis.

Charges for messages transferred over exchange facilities from a PSAP are billed according to rates applicable from the central office serving the PSAP initiating the transfer to the point of termination of the transfer.

d. Moves or Changes

Charges for customer requests which necessitate additions, removals, moves or changes of access facilities and/or equipment on Company premises will be based upon costs per request.

Installation of additional network or other facilities to maintain a satisfactory grade of service such as described in this section will be provided by the Company at no additional charge to the customer.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA)

1. Service Description

Wireless Emergency Number Service Access (W-ENSA) is a service which allows Wireless Telecommunications Carriers ("Carriers") to use the facilities and databases of the Company. The Company's facilities and databases may be used only when the Company is the 911 service provider and only when the facilities and databases are necessary in the provisioning of Universal Emergency Number/911 Telecommunications Service.

W-ENSA includes the conditioning of Carrier-obtained or Carrier-provided transport facilities from the interconnection point, routing such facilities to the appropriate 911 Selective Routing Switch, access to 911 Telecommunications Service features and the coordination of initial loading, updating and maintaining of the Carrier's customer information in the Company's databases.

When a carrier subscribes to W-ENSA, the Company will deliver the wireless subscriber's call back number associated with the call to a designated Public Safety Answering Point ("PSAP"). In addition, the Company will forward the Pseudo Automatic Number Identification ("pANI") and/or associated tower/cell sector information (associated with the call) to the same PSAP.

Universal Emergency Number 911 Telecommunications Service is available to Carriers via one or a combination of service features subscribed to by the Universal Emergency Number 911 Telecommunications Service subscriber.

Wireless Carriers will gain access (or connect) to the 911 network by using dedicated trunks with Switching System Seven (SS7) signaling. W-ENSA also requires the Wireless Carriers use one of the following interfaces for connectivity:

- A carrier-provided Service Control Point (SCP) (digital connection); or
- A carrier-provided protocol converter (analog connection)

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

2. Definitions

These definitions are in addition to the definitions in part A.2 of this section.

a. 911 Selective Routing Switch

A central office providing tandem switching capability for 911 calls. It controls switching of ANI information to the PSAP and also provides the Selective Routing function, Speed Calling features, Call Transfer capability and certain maintenance functions for each PSAP.

b. Call-Associated Signaling (CAS) Solution

The CAS solution passes all information through the signaling network. SS7 is required from the Mobile Telephone Switching Office (MTSO) to the E911 Tandem Switch. Both the Cell Site telephone number, or the pseudo-ANI, and the mobile directory number (MDN) are passed through the SS7 network. However, in some cases the mobile identification number (MIN) may be passed through the SS7 network instead of the MDN.

c. Call Sector ID

An alphanumerical code representing information about a wireless tower and the direction of the transmitter face.

d. Callback Number (CBN)

The wireless caller's 10-digit handset telephone number. The CBN is used by the PSAP to reestablish a call in the event the call was prematurely disconnected.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

2. Definitions (Continued)

e. Commercial Mobile Radio Service Carrier/Wireless Telecommunications Carrier (Carrier)

A provider of wireless telecommunications services (including Paging services), for whom access to facilities and databases required to provide 911 service is required by the Telecommunications Act of 1996, and the regulations of the Federal Communications Commission.

f. Mobile Directory Number (MDN) or Mobile Identification Number (MIN)

The call back number associated with a wireless telephone.

g. Mobile Switching Center (MSC)

The wireless equivalent of a Central Office, which provides switching functions for wireless calls. The MSC is not provided by and is not the responsibility of the Company.

h. Non-Call-Associated Signaling (NCAS) Solution

The NCAS solution passes a pANI through the signaling network and additional information through a data network.

i. Pseudo Automatic Number Identification (p-ANI)

A number, consisting of the same number of digits as ANI, that is not a North American Numbering Plan telephone directory number and may be used in place of an ANI to convey special meaning. The special meaning assigned to the p-ANI is determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the designation system. The pANI identifies the destination PSAP, or location of the base station or cell site through which a mobile call originates.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

3. Terms and Conditions

W-ENSA is available to Carriers only for use in the provision of Universal Emergency Number 911 Telecommunications Service. W-ENSA will be provided to the extent required by the Telecommunications Act of 1934, as amended by the Telecommunications Act of 1996 (“the Act”), 47 USC Section 151 and the rules and regulations of the Federal Communications Commission and the Kentucky Public Service Commission.

The Regulations found in Section 2 of this tariff apply unless otherwise specified in this section of the tariff. The term “customer”, when used in this section of the tariff, is the equivalent of the term “telecommunications carrier” as defined by the Act and used in this Section.

When requested by a carrier, the Company will provide W-ENSA enabling the nondiscriminatory use of the Company’s facilities and databases, equal in quality to that provided to itself, facilitating the provision of service to the Universal Emergency Number 911 Telecommunications Service customer. In the event facilities are not available, the Company will administer the installation of facilities and provide W-ENSA upon availability.

This service is limited to accommodating the use of the Company facilities required to furnish central office telephone number 911 as the universal emergency telephone number.

The Company will coordinate with the Carrier, provision of transport capacity sufficient to route originating 911 calls from the Carrier’s interconnection point to the designated 911 Selective Routing Switch.

The Carrier must provide a minimum of two dedicated channels from the point of interconnection, to the 911 Selective Routing Switch for the provision of 911 service.

When the Carrier forwards the pANI information of the calling party to the 911 Selective Routing Switch and the pANI/MDN pair to the ALI database, the Company will forward the wireless subscriber’s call back number and cell site/cell sector identification information to the PSAP for display.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

3. Terms and Conditions (Continued)

The Company is not liable for the accuracy and content of 911 record data delivered by the Carrier. The Carrier is responsible for maintaining the accuracy and contents of all data that it delivers to the Company.

The Company shall assess a fee for database-related errors delivered by the Carrier which exceed established thresholds as defined in any applicable agreement or by law, whichever requires a greater degree of accuracy.

The Carrier, as a condition of service, agrees to abide by all confidentiality and non-disclosure requirements, as defined in any applicable agreement or by law.

The Carrier agrees to provide the Company with all information required to design and implement W-ENSA service when ordered. The information will be provided in the format prescribed by the Company, initially and on an ongoing basis. The installation of initial or subsequent 911 facilities required to maintain applicable Company service standards will be accommodated at a charge to the Carrier. It is the responsibility of the Carrier to monitor circuits for the purpose of determining network traffic volumes and of failures as prescribed in applicable agreements or by law.

The charges for W-ENSA Service do not include the inspection or monitoring of the carrier's facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The Carrier shall be responsible for making such operational tests as, in the judgment of the carrier, are required to determine whether the facility is functioning properly for its use. The carrier shall promptly notify the Company in the event that their facilities are not functioning properly.

Notwithstanding anything to the contrary contained herein, the Company's liability to the requesting Carrier and any third person shall be limited to the maximum extent permitted by Applicable Law. Under no circumstances shall the Company incur any liability, direct or indirect, to any person on whose behalf a 911 call is made. The Company will not be liable to the Carrier or its customers, for any failure with respect to the completion of emergency calls made to an Operator.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

3. Terms and Conditions (Continued)

If applicable, the 911 calling party forfeits the privacy afforded by Non-Public, Non-Address, Non-List, or private list Service to the extent that the name, telephone number, address and language, medical, and disability information associated with the originating station location are furnished to the PSAP.

The Carrier is responsible for provision of Universal Emergency Number 911 Telecommunications Service in accordance with the terms and conditions as prescribed in the Company's tariffs, applicable laws and state regulations.

The Carrier shall be responsible for the payment of all charges billed by the Company for the Provision of W-ENSA as prescribed in this tariff, by law, and/or any applicable agreement with the Carrier. The Company shall not be liable for disconnection for nonpayment of applicable charges, resulting from the Carrier's provision of Universal Emergency Number 911 Telecommunications Service.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

4. Features

a. 911 Selective Routing Switch Administration

Establishment and maintenance of control tables within designated 911 Selective Routing switches to support interconnection and call processing.

b. ANI/ALI/SR

911 call transport delivery of ANI or pANI, ALI and selective routing to an authorized PSAP.

c. W911 Service Establishment

All activities required for Company personnel to plan, design and establish 911 service from a Mobile Switching Center (MSC) to a Telephone Company 911 Selective Routing Switch, where the call will be delivered to a PSAP (where the Company is the 911 service provider to such PSAP.) The pANI will be routed to the 911 Selective Router and the Telephone Company will route the call to the PSAP.

d. Database Management:

911 database provisioning to support transfer of Carrier 911 telephone number records, and associated updating, receipt verification, storage, and record transfer for Carrier correction.

e. ALI Database Port Connectivity

Initial data port assignment to ALI databases for termination of an analog or digital data circuit, and associated ongoing maintenance.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

5. Technical References

Carriers ordering W-ENSA are responsible for obtaining or providing facilities and equipment that are compatible with the Company's network. Wireless Carriers must meet the following interface specifications as described below.

<u>Subject</u>	<u>Technical Reference</u>
Commercial Mobile Radio Service Providers Interconnection Standards	GR-145-CORE

6. Rates and Charges

Dedicated facilities are required for the transport of 911 calls from the Carrier's serving end office or collocation point to the Company's designated 911 Selective Routing Switch. A minimum of one dedicated DS1 is required to each designated Company 911 Selective Routing Switch although not all channels may be activated. In a SS7 environment, trunking to a tandem switch may be required.

These prices include W-ENSA baseline services where the Carrier is utilizing a third party agent for the following:

Coordination of pANI loading related to the signal control point (SCP)

Traffic engineering

Development of tower cell face or PSAP coverage area

Development of technologies beyond the Cincinnati Bell Telephone Company 911 Network

If Carrier is not utilizing a third party agent for these functions, the Company's prices to perform these functions will be determined on a case-by-case basis.

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

6. Rates and Charges (Continued)

<u>Service Elements</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
a. W-ENSA Service Establishment		
Per Selective Routing Switch, Per 1000 Access Lines/Numbers	2,815.83	109.77
Per DS1	See High Capacity Service Rates in Kentucky Access Tariff PSCK No. 2 for current charges	
Per Voice Grade Channel (4-Wire Only)	See Voice Grade Service Rates in Kentucky Access Tariff PSCK No. 2 for current charges	
b. Wireless Data Interface		
Voice Grade Analog Access Circuit	See Voice Grade Service Rates in Kentucky Access Tariff PSCK No. 2 for current charges	
Digital Data Service Access Circuit, 56 Kbps	See High Capacity Service Rates in Kentucky Access Tariff PSCK No. 2 for current charges	
c. ANI/ALI/SR and Database Management, Per 100 pANI record, rounded up to the nearest 100	628.00	7.00
d. 911 Selective Routing Switch Administration per NXX	195.00	15.00
e. ALI Database Port Connectivity per redundant pair	None	200.00

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911 EMERGENCY NUMBER SERVICES

B. WIRELESS EMERGENCY NUMBER SERVICE ACCESS (W-ENSA) (Continued)

6. Rates and Charges (Continued)

<u>Service Elements</u>	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
f. Production of Electronic ASCII File	71.00	None
g. Establish Non-Call Associated Signaling	10,000.00	None
h. Establish Call-Associated Signaling	Provided and priced on an individual case basis.	

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911 EMERGENCY NUMBER SERVICES

C. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI)

1. General

Private Switch Automatic Location Identification Service (PS/ALI) allows a Private Branch (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP).

PS/ALI is available with Primary ISDN PRI.

2. Regulations

PS/ALI is furnished subject to the availability of facilities.

Automatic Number Identification (ANI) which is passed to the Company's E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.

The emergency agency serving the area may also be involved in order to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from PS/ALI locations will be handled.

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911 EMERGENCY NUMBER SERVICES

C. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

The following specifications must be met when provisioning this service:

Subscribers to PS/ALI must meet all Company specifications and requirements for the service.

The PBX switch must be able to transmit ANI using multi-frequency signals. This may require new PBX switches or the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.

The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.

The PBX switch must employ Direct Inward Dial (DID) numbers.

It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system.

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911 EMERGENCY NUMBER SERVICES

C. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

The PBX switch owner/operator must install or dedicate a minimum of two private E911 local channels, lines or trunks with the following specifications:

This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving wire center of that premises.

The PBX owner/operator is responsible for determining that their equipment is compatible with this local channel.

Supervision on the PS/ALI local channels will be loop reverse battery. The battery source is located in the Company's serving wire center and will be a nominal -48V (-42.75 to -56.5V dc).

The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving wire center will instruct the PBX to forward the calling station's number (ANI) information by a battery reversal wink.

Additional regulations may be applicable as described in other sections of the Company's tariffs or service agreements.

Specific network interfaces may be required.

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for PS/ALI. The provision of PS/ALI service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.

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911 EMERGENCY NUMBER SERVICES

C. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

The rates charged for PS/ALI service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test as, in the judgment of the customer, as required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly.

The Company's entire liability to any person for the interruption of failure of PS/ALI shall be limited to the terms set forth in this section, other sections of this tariff, and the Company's service agreements. The Company shall neither be liable for damages resulting from or in connection with its provision of PS/ALI to any customer subscribing to PS/ALI or any person assessing or using PS/ALI, and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in a manner exhibiting wanton and willful disregard of safety or property in providing such services.

Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right or privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of PS/ALI features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties assessing 911 services using PS/ALI hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.

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911 EMERGENCY NUMBER SERVICES

C. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

2. Regulations (Continued)

When an order for PS/ALI and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company. However, such reimbursements to the Company are not to exceed charges which would apply if the work involved in complying with the request had been completed.

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the monthly charges involved will be allowed as covered by this tariff and/or the Company's service agreements.

In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff, service agreement, or contract rate for the service or facilities provided to the customer for the time interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service.

For Risk Management purposes, the Company strongly recommends that all DID and DID type numbers assigned to the PS/ALI service subscriber be listed in the 911 Database. If the Customer does not include all their numbers in the 911 Database, the Customer's PBX must block the number from entering the 911 network as the point of origination of a 911 call. If a number not included in the 911 Database appears in the Company's 911 system as the point of origination of a 911 call, the Customer will be billed for the time and material used by the Company to investigate the call.

PS/ALI may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber.

When the PBX owner/operator moves service, nonrecurring charges apply as are appropriate.

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911 EMERGENCY NUMBER SERVICES

C. PRIVATE SWITCH AUTOMATIC LOCATION IDENTIFICATION SERVICE (PS/ALI) (Continued)

3. Rates and Charges

	Nonrecurring <u>Charge</u>	Monthly <u>Rate</u>
a. To Activate Service and Provide Access to 911 with Secure ID Card, Per Arrangement, per Customer	1975.00	N/A
b. Record Entry and Maintenance Service, Per Telephone/DID Number and/or pANI record added to 911 Database.	N/A	0.12

Note: The Customer will be billed on an individual-case-basis for the time of Company personnel, facilities, and materials expended to investigate 911 calls that appear in the 911 System as calls originating from numbers assigned to the Customer but not included in the 911 Database, as described in this section.

The subscriber to PS/ALI Service must also subscribe to a minimum of 2 lines, trunks or channels that are dedicated to carrying 911 calls only. These lines, trunks or channels may only be used to route calls to the 911 network. The lines, trunks or channels are to be billed at the normal tariff or service agreement rate and ordered with the standard USOC for such service.

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811 SERVICE

A. GENERAL

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system (“call before you dig” service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.

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811 SERVICE

B. TERMS AND CONDITIONS

811 service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

811 calls cannot be placed using 1+ calling, 0+ calling, 0-Operator Assisted Calling, or 101XXXX calling.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2, Part B of this tariff.

There is no charge for 811 Service.

811 calls will not result in local measured service usage charges.

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

A. DESCRIPTION

211 Community Information and Referral Service (211) is a local telephone exchange communications service that allows local exchange end users to reach the 211 service provider (customer) by dialing only the abbreviated dialing code two-one-one (2-1-1)

211 Service is an intelligent routing service that determines the central office serving the calling party, converts the 211 dialed digits to a Routing Telephone Number (RTN), and then uses the RTN to complete the call over the Public Switched Network to a call center designated by the 211 Service customer.

211 Service is an optional service that may be purchased only by Approved Community Information and Referral Service Providers (Provider) for use in providing community information and referral services to the public by way of voice grade facilities.

211 Service calls cannot be placed from the following types of services:

1. 1+ and 0+ Calling
2. 0-operator Assisted Calling
3. 101XXXX Calling

Certain equipment, such as coin telephones and PBXs, may need special programming to allow 211 calling.

All 211 Service abbreviated dialing code calls shall be local in nature and shall not result in any IntraLATA toll, InterLATA toll, or pay-per-use charges to Telephone Company subscribers. 211 Service calls will not result in local measure service charges where Telephone Company subscribers' service plans include such charges as part of their local exchange service.

B. TERMS AND CONDITIONS

The Approved Community Information and Referral Service Provider shall make written application for 211 Service to the Telephone Company. The application shall identify all central offices where the provider seeks to offer 211 Service. The Approved Community Information and Referral Service Provider may establish 211 Service in all, some, or none of the Telephone Company's central offices. However, the Telephone Company generally will not provide 211 Service to only a portion of a central office. Generally 211 Service must be provided throughout the entire central office area. Because telephone central office boundaries do not necessarily match the boundaries used by an Approved Community Information and Referral Provider, providing 211 Service for the entire area served by a central office may result in the Approved Community Information and Referral Service Provider receiving calls from geographical areas it does not serve.

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

B. TERMS AND CONDITIONS (Continued)

The 211 Service Application must include:

1. Acknowledgement that a new application is required if the Approved Community Information and Referral Service Provider desires to change the telephone number to which the 211 abbreviated dialing code is translated.
2. The location(s) of the Approved Community Information and Referral Service Provider call center(s) where the 211 calls made from the Telephone Company's exchange(s) will be routed.
3. Acknowledgement that the PSCK's assignment of the 211 abbreviated dialing code may be recalled at any time.

When the Approved Information and Referral Service Provider makes an application for 211 Service in a Telephone Company central office, the Approved Information and Referral Service Provider shall supply the Telephone Company with a ten (10) digit telephone number for terminating the 211 calls. The Telephone Company will configure its network so that all 211 calls within the central office being served are routed to the provided telephone number. This number must terminate within the local calling area of the wire center being served, or otherwise provide for toll free calling to the Provider. If the Provider desires to route calls outside the local calling area of the wire center being served, the Approved Information and Referral Service Provider shall establish foreign exchange service, a toll free telephone number, e.g. an 800 number, or other means to complete the call without charge to the customer placing the 211 call.

The Telephone Company will route 211 Service calls originating from end users on its local exchange network whether the end users purchase service directly from the Telephone Company or from another Local Exchange Carrier (LEC) reselling Telephone Company service.

The Telephone Company can only make 211 Service available to end users who are located within the Telephone Company's service area and who are connected to the Telephone Company's network. The Approved Information and Referral Service Provider must make arrangements with the appropriate service provider(s), e.g. other LECs or wireless providers, to establish 211 calling for end users located in areas outside the Telephone Company's serving area or on other networks, e.g. CLEC or wireless networks.

211 Service is provided on the condition that the Approved Information and Referral Service Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 211 Service without interfering with or impairing any services offered by the Telephone Company. One path is available for each line subscribed to by the Approved Information and Referral Service Provider.

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

B. TERMS AND CONDITIONS (Continued)

211 Service does not provide calling number information to the Approved Information and Referral Service Provider. If this type of information is required, the Approved Information and Referral Service Provider must subscribe to a compatible Caller ID service as described in Cincinnati Bell's Service Agreements.

The Approved Information and Referral Service Provider shall develop an appropriate method for responding to 211 Service calls placed in error or due to customer confusion.

The Approved Information and Referral Service Provider shall comply with all present and future rules pertaining to abbreviated dialing codes adopted by the Federal Communications Commission in rulemaking proceedings CC Docket No. 92-105, CC Docket No. 00-256, and otherwise, including any and all requirements to relinquish the 211 abbreviated dialing code in the event of a national assignment contrary to that made by the PSCK.

The Approved Information and Referral Service Provider shall be liable for and shall indemnify, protect, defend and hold harmless the Telephone Company against all suits, actions, claims, demands, and judgments, plus any expenses and counsel fees incurred by the Telephone Company on account thereof, whether suffered, made, instituted, or asserted by the Approved Information and Referral Service Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Approved Information and Referral Service Provider or others, arising out of or resulting directly, or indirectly, from the 211 Service.

211 Service is provided solely for the benefit of the Approved Information and Referral Service Provider. Provision of 211 Service by the Telephone Company shall not be interpreted, constructed, or regarded, either expressly or implied, as being for the benefit of creating any Telephone Company obligation toward any third person or legal entity other than the Approved Information and Referral Service Provider.

The Approved Information and Referral Service Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements, or performances are used in connection with the 211 Service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

In an emergency situation as determined by the Telephone Company, the Telephone Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

A minimum service period of one month applies to 211 service.

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

C. OBLIGATIONS AND LIABILITY OF THE TELEPHONE COMPANY

The Telephone Company shall provide 211 Service within thirty (30) days of receipt of the Approved Information and Referral Service Provider's completed application(s) for service.

The Telephone Company does not undertake to answer and forward 211 Service calls but furnishes the use of its facilities to enable the Approved Information and Referral Service Provider to respond to such calls at the Approved Information and Referral Service Provider's established call centers.

When a 211 Service call is placed by the calling party via interconnection with an interexchange carrier, the Telephone Company cannot guarantee the completion of the 211 Service call, the quality of the call, or any features that may otherwise be provided with 211 Service.

The rates charged for 211 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in service, nor does the Telephone Company undertake such responsibility. The Approved Information and Referral Service Provider shall make such operational tests as, in the judgment of the Approved Information and Referral Service Provider, are required to determine whether the Telephone Company's facilities are functioning properly for the Provider's use. The Approved Information and Referral Service Provider shall promptly notify the Telephone Company in the event it believes that the Telephone Company's facilities are not functioning properly.

The liability of the Telephone Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in any facility furnished by the Telephone Company, occurring in the course of furnishing 211 Service, or of the Telephone Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Approved Information and Referral Service Provider for the 211 Service and local exchange services for the period during which such mistake, omission, interruption, delay, error or defect in transmission, or defect or failure in facilities occurred.

The Telephone Company has no liability for losses or damages caused by the negligence of the Approved Information and Referral Service Provider.

The Telephone company's entire liability to any person for the interruption or failure of the 211 Service shall be limited to the terms set forth in this section and other sections of this tariff.

The Commission's assignment of and the Approved Information and Referral Service Provider's use of the 211 abbreviated dialing code is subject to preemption by the Federal Communications Commission. The Telephone Company shall not be liable to the Approved Information and Referral Service Provider for any damages that may be incurred or result from national assignment of the 211 abbreviated dialing code.

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211 COMMUNITY INFORMATION AND REFERRAL SERVICES

D. RATES AND CHARGES

The following nonrecurring charges apply to establish and/or change 211 Service. These nonrecurring charges are in addition to any other rates and charges applicable to the associated service, equipment, and facilities used to provide 211 Service.

Service Description	Nonrecurring Rates	USOC
1. Central Office Charge, per central office equipped:	\$ 130.00	WZEJ1
2. Routing Telephone Number Change Charge, per telephone number:	32.00	WZEJ2
3. Serving Arrangement Change Charge, per central office equipped:	130.00	WZEJ3

Note: The Serving Arrangement Change Charge applies to any revision to the 211 Service other than changing the Routing Telephone Number.

211 Service does not result in any additional monthly charges. Rather, the applicable monthly charges are the charges associated with the service, equipment, and facilities used to provide 211 Service. 211 Service subscribers will pay the standard rates found in this tariff or the service agreement or appropriate contract rates for the local exchange services used for transporting and terminating calls to the Approved Community Information and Referral Service Provider's call center(s).

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DIRECTORY LISTINGS

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OPERATOR SERVICES

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SERVICE FEES

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