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VIA FIRST CLASS MAIL

February 5, 2018

Gwen R. Pinson, Esq.
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

RECEIVED

FEB 09 2018

**PUBLIC SERVICE
COMMISSION**

RE: ALEC, LLC Notice of Discontinuance Application Filed with the FCC and Request to Cancel Certificate

Dear Ms. Pinson:

ALEC, LLC ("ALEC"), through undersigned counsel, hereby provides notice to the Commission of the Application to Discontinue Service that it filed with the Federal Communications Commission on January 30, 2018. A copy of the Application is attached. ALEC will cease providing telecommunications services on or after March 31, 2018, pending receipt of all regulatory approvals. ALEC's only customer is its affiliate Momentum Telecom Inc. Thus, a formal notice to customers of the discontinuance is unnecessary.

As a result of the discontinuance, ALEC requests cancellation or withdrawal of its Kentucky certificates and tariffs effective March 31, 2018 or as soon as the Commission can take appropriate administrative action.

Questions or inquiries regarding this Notice and Application may be directed to the undersigned. An extra copy of this notice is enclosed, as is one copy for stamp and return purposes. Please date-stamp and return in the self-addressed envelope included with this filing.

Respectfully submitted,

Michael C. Sloan
Counsel to ALEC, LLC

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2/9/2018

**PUBLIC SERVICE
COMMISSION
OF KENTUCKY**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE
OF
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
ALEC, LLC

This tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to local exchange telecommunications services offered by ALEC, LLC within the Commonwealth of Kentucky, and on its effective date wholly replaces the K.P.S.C. Tariff No. 1 for Local Exchange Telecommunications Services filed by ALEC, Inc. (ALEC, LLC's predecessor company).
Copies may be inspected during normal business hours at the Company's principal place of business.

Issued: June 6, 2011

By:

Mark Hayes, Senior Vice President of CLEC Operations
250 W. Main Street, Suite 1920
Lexington, Kentucky 40507

Effective: June 6, 2011



LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

The sheets of this tariff are effective as of the date originally shown. Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated and shall appear in the right margin of the sheet:

- (C) To signify changed regulation.
- (D) To signify discontinued rate, regulation, or condition.
- (I) To signify increased rate.
- (M) To signify that material has been transferred from another sheet or place in the tariff.
- (N) To signify new rate, regulation, or condition.
- (R) To signify reduced rate.
- (T) To signify a change in text, but no change in rate or regulation.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange telecommunications services by ALEC, LLC (hereinafter referred to as the "Company") to customers within the Commonwealth of Kentucky.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Bit – The smallest unit of information in the binary system of notation.

Company – Whenever used in this tariff, “Company” or “ALEC” refers to ALEC, LLC, unless otherwise specified.

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

Direct Inward Dial (DID) – A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Joint User – A person, firm or corporation that is designated by the customer as a user of services furnished to the customer by the Company and to whom a portion of the Charges for the service will be billed under a joint user arrangement as specified herein.

Kbps – Kilobits per second, denotes thousands of bits per second.

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Non-Recurring Charge (NRC) – Charges to the customer for services, facilities and equipment, that are assessed on a per event basis, such as for installation.

Public Service Commission or Commission – The Kentucky Public Service Commission.

Recurring Charges – The monthly charges to the customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date – The first day that the requested service or facility is available for use. The Company and customer may mutually agree on a substitute Service Commencement Date.

Service Order – The written request for services executed by the customer and the Company in the format devised by the Company. The signing of a Service Order by the customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User – A Customer, Joint User, or any other person authorized by a Customer or in any manner permitted by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS**2.1 Undertaking of the Company**

The Company installs, operates, and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may offer these services over its own facilities and/or the facilities of other carriers. The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by third-parties for use in accessing the services of the Company. The Company's services offered pursuant to this tariff are subject to the availability of facilities, and are furnished for telecommunications services only between a location specified by the Customer and an connection point of an information services provider designated by Customer that is interconnected with Company in accordance with the terms of this tariff.

The Company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities as required by applicable law or when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability on a continuing basis of all of the necessary facilities and equipment, and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers and service providers to furnish service from time to time as required, at the sole discretion of the Company. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when warranted because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.2.2 The Company reserves the right to discontinue or limit service as permitted by applicable law, including, but not limited to, when warranted by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish or maintain connections.
- 2.2.4 Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Proper written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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 LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)

2.3 Use of Service

Services provided under this tariff may be used for any lawful purposes for which the service is technically suited.

2.4 Liability of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, or in the provision of such services, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim, loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or arising from the use by any person of the services Company provides to the Customer, or for any act or omission of the Customer, or by any other cause beyond the Company's direct control.

2.4.3 No agent or employee of any other carrier, service provider or other entity shall be deemed to be an agent or employee of the Company.

2.4.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for or involving:

- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
- B. Injury to property or any personal injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused directly or indirectly by any act or omission of the Customer, or the construction, installation, maintenance, location, presence, condition, operation, failure, use or removal of the Customer's facilities, equipment or wiring provided by the Company or connected or to be connected to the Company's facilities;
- C. Any representations made by Company employees or agents that do not comport, or that are inconsistent, with the provisions of this tariff;
- D. Any act or omission in connection with the provision of 911, E911 or similar services, or the provision of such services by an enhanced services provider;
- E. Any noncompletion of communications, including, but not limited to, any inability to send, receive or access information services, such as electronic mail, voice mail, video over-IP communications, Internet sites and data or application services;

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)

2.4. Liability of the Company (Cont'd)

2.4.4. (Cont'd)

- F. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud;
- G. Any placement of calls or other use of telecommunications or information services from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network;
- H. Defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; and
- I. Any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's gross negligence.

2.4.5 The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services.

2.5 Taxes

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and federal, state and local taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)**2.6 Equipment**

- 2.6.1 The Company's facilities and service may be used with or terminated in customer-provided terminal equipment or customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his or her premises, including, wiring, electrical power, and the like, incurred in the use of the Company's service. The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.
- 2.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others, to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.6.3 Equipment the Company provides or installs at the customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.6.4 The customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer.
- 2.6.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.
- 2.6.6 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this section for the installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 2.6.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.7 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)**2.8 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to a User by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of the Commission.

The Company's billing invoices will be considered correct and binding upon the customer if no written notice is received from the customer within thirty (30) days of the date of the invoice. Adjustments to customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

2.9 Cancellation by Customer/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term (which shall be a minimum of 30 days) for any reason or breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination. Customer's termination liability for cancellation of service shall be equal to:

- A. All unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer and of Customer's liability therefore on cancellation, plus;
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariff prices at the time of cancellation.
- D. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to which the matter is appealed, or any other local, state or federal government authority.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)

2.10 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or information service or other service providers. The customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

Requests by information services providers for interconnection will be handled on an individual case basis, and may be subject to volume and term commitments and other rates, terms and conditions at the discretion of Company.

2.11 Refusal or Discontinuance by the Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given proper notification in accordance with applicable law to comply with any rule or remedy any deficiency:

- 2.11.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.11.2 For use of telephone service for any property or purpose than that described in the application.
- 2.11.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.11.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.
- 2.11.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without seven days written notice to the customer, except in extreme cases.
- 2.11.6 Without notice in the event of customer or authorized user use of equipment in such a manner as to adversely affect the Company's equipment or service to others. Within 24 hours of such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.11.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within 24 hours of such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)**2.11 Refusal or Discontinuance by the Company (Cont'd)**

2.11.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within 24 hours of such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.11.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services. Within 24 hours of such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.12 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion of all processing fees or installation fees by winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a customer. The Company will notify the Commission regarding specific promotions and contests.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the customer. Before giving such notice, the customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the customer and connected to the Company's terminal. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)**2.15 Collection, Repair and Service Order Costs**

The customer is responsible for any and all costs incurred in the collection of moneys due the Company including legal and accounting expenses; recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment; or repair, service order or other charges billed to Company by third parties as a result of requests made by Customer; or for any installation, maintenance or repair of inside wire not owned by the Company; or for any service visit where the Customer requests installation or repair service and Company's personnel or agent are unable to access the relevant portions of the Customer's premises during normal business hours or (in the case of repair) they access the premises and find no trouble with Company-provided equipment or Services.

2.16 Returned Check Charge

A fee of \$35.00 may be charged for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

2.17 Service Implementation

Absent a promotional offering, service implementation charges of \$15.00 per service order will apply to new service orders or to orders to change existing service for the Company's services listed.

2.18 Reconnection Charge

A reconnection fee of \$25.00 per occurrence may be charged when service is reestablished for customers who have been disconnected for nonpayment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, an additional fee may be charged.

2.19 Late Payment Charge

The Company will assess a late payment charge equal to the lesser of 1.5% of any past due balance that exceeds 30 days, or the maximum amount permitted by applicable law. A late payment penalty will be assessed only once on any bill for rendered services.

2.20 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may at Company's option be undertaken on a reasonable efforts basis at the request of the customer. Special construction is construction undertaken on an individual case basis (ICB) where sufficient or appropriate facilities are not presently available; such as over a route other than that which the Company would normally utilize in the furnishing of its services or in a quantity greater than that which the Company would normally construct; or where service is requested on an expedited basis or the provision of which would cause Company to incur abnormal costs; or for other appropriate reasons as reasonably determined by Company. Special construction charges will be based on time and materials and cost will be estimated to the customer before work is done.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

2. REGULATIONS (Cont'd)

2.21 Alternative Arrangements

Arrangements will be developed on an individual case basis in response to a bona fide special request from a customer or prospective customer to develop a competitive bid for volume and term commitments or for a service not generally available under this tariff. The Company rates will be offered to the customer in writing and on a non-discriminatory basis. The rates and terms set forth in Sections 3 and 4 of this tariff are subject to the availability of sufficient and appropriate (as determined by Company) to provide the requested service. In the event that such facilities are not available, the Company may, in lieu of special construction charges as provided in Section 2.20, offer the customer service provided via resale of the services of another carrier, upon customer acceptance of any additional or different non-discriminatory terms and charges other than those set forth herein, as the Company deems appropriate based upon the service offering of the underlying carrier.

2.22 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. DESCRIPTION OF SERVICE

3.1 Local Exchange Service

Local Exchange Service provides the customer the ability to complete local and long distance calls. The Company concurs in the local calling areas defined in the local exchange tariff of the incumbent local exchange company for the geographic area being served. This service provides the customer with unlimited local calling.

3.1.1 Optional Features

Optional Features are available with Local Exchange Service.

- A. Anonymous Call Rejection – An arrangement that allows a called party to block calls from parties that have marked their calls “private.” Customers may activate or deactivate this arrangement by dialing a preassigned activation code. There is no charge for this feature.
- B. Call Forwarding - Permits a Customer to transfer all incoming calls to another telephone number. The Customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.
- C. Call Return - Enables a Customer to automatically return the last incoming call. To return the call, the Customer dials a specified code and the number is dialed automatically. If the called line is busy, a 30-minute queuing process begins. The Customer is then given an indication that the network will attempt to set up the call when the called line is idle.
- D. Call Waiting - By means of a tone signal, a Customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This service permits putting the first call on hold so that a second call can be answered.
- E. Caller ID - This feature delivers calling party information to parties being called. Caller ID will indicate the name and directory number of the calling party or may indicate that the number of the calling party is private or unavailable. Customer provided equipment is required to utilize this feature.
- F. Calling Number Delivery Block – Allows a Customer to make all calls with the delivery of the calling number identification marked as “private” to all outgoing calls placed over the specified line. This feature will be offered at no charge.
- G. Repeat Dialing – An arrangement, which permits the Customer to redial automatically the last number dialed. If the called line is busy, a 30-minute queuing process begins.

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The Customer is then given an indication that the network will attempt to set up the call when the called line is idle.

3. DESCRIPTION OF SERVICE (Cont'd)

3.1 Local Exchange Service (Cont'd)

3.1.1 Optional Features (Cont'd)

- H. Speed Calling - Enables a Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. A Customer may subscribe to either the 8-code capacity or 30-code capacity on their line.
- I. Three Way Calling - Enables a Customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards.
- J. Toll Restriction - Restricts associated line from reaching dialing codes required to access long distance carrier networks to place long distance calls.

3.1.2 Directory Listings

The Company will arrange for the listing of the customer's main billing number a directory of general circulation at no additional charge. At the customer's option the Company will arrange for additional listings in such directory for an additional charge.

The rates for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying the customer's telephone number as an aid to the use of telephone service.

3.1.3 Directory Assistance Service

Directory Assistance Service is furnished upon customer request for assistance in determining telephone numbers. The customer may request a maximum of two listings per call. A charge applies to each call to Directory Assistance, except that calls made to Directory Assistance by customers who have received Company certification as being unable to use a telephone directory will be exempt from the Directory Assistance charge. The customer has the option of having the call automatically completed to the requested number.

3.1.4 Operator Assisted Services

Operator Assisted Service is provided to customers on a presubscribed basis. Operator Assisted Service is also provided to customers and users of exchange access lines that are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with the Company's Operator Assisted Service including Operator Station, Collect, Billed to Third Party, other Operator Assisted and Person-to-Person. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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3. DESCRIPTION OF SERVICE (Cont'd)**3.1.5 Busy Line Verification and Interrupt Service**

Upon request of a calling party, the Company will attempt to verify a busy condition on a called line using Local Exchange Service provided by Company. The Operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption. Busy Line Verification and Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

- A. A charge will apply when the operator verifies that the line is busy with a call in progress, the operator verifies that the line is available for incoming calls; or the operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party.
- B. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

3.1.6 Emergency Telephone Number Service (911, E911)

Emergency Telephone Number Service allows customers to reach emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider. In addition, the customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.2 Direct Inward Dial (DID) Service

3.2.1 DID Service is an optional feature which can be purchased in conjunction with Company-provided ISDN PRI Service. Charges for DID capability and DID number blocks apply in addition to charges specified for PRI Service. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

3.2.2 The customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

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3. DESCRIPTION OF SERVICE (Cont'd)

3.3 ISDN Primary Rate Interface (PRI) Service

3.3.1 General

- A. PRI provides an ISDN based, DS1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmissions channels on the same line. The basic channel structure for PRI service is 23 64 Kbps B-Channels and one 64 Kbps D-Channel. The customer has the option to activate up to 23 B-Channels on the first PRI service arrangement and up to 24 channels on additional PRI arrangements.
- B. PRI service provides capability for the transmission of digital signals only.
- C. PRI service is provided where appropriate ISDN facilities are available as determined by the Company. Special Construction charges may apply as specified in Section 2.20 of this tariff.
- D. Interoffice channels will be charged at rates based on airline distance between applicable locations. Fractional mileage shall be rounded up to the next full mile.
- E. The required components for PRI service are as follows:
- PRI Access Line
 - Interoffice Channels
 - PRI Interface
 - PRI B-Channels
 - PRI D-Channels
 - Telephone Numbers as specified in Section 4.3.5 of this tariff
- F. PRI B-Channel rates are listed in Section 4 of this tariff. Exchange access is included as a part of the B-Channel rate and is offered on a flat rate basis.
- G. Voice calls on the B-Channel may be completed to both ISDN and non-ISDN lines.
- H. Data transmission on the B-Channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped locations may be subject to analog transmission or sub-rated to 56 Kbps.
- I. Primary Rate ISDN is characterized by the following:
1. It is arranged for inward service only. Originating calls will be denied.
 2. It is arranged to terminate analog and digital data calls only.

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3. DESCRIPTION OF SERVICE (Cont'd)

3.3. ISDN Primary Rate Interface Service (Cont'd)

3.3.1 General (Cont'd)

3. The number of telephone numbers associated with an ALEC Primary Rate ISDN arrangement must be equal to, or less than, the number of PRI Interfaces comprising the arrangement and all numbers must use the same routing unless the customer subscribes to additional numbers as stated in Section 4.3.5 of this tariff.
4. DNIS and Hunting are inherent to the service.

J. ALEC Primary Rate ISDN Extended Reach Service (ERS) is designed to “extend the reach” of the PRI from a centrally located metropolitan local calling area into areas of the LATA which are “non-local” to the metropolitan area. Customer must purchase telephone numbers within each desired “non-local” calling area to allow their clients to call them without incurring intraLATA Long Distance Message Telecommunications Service charges.

3.3.2 Regulations

- A. A termination liability charge is applicable if service is terminated prior to expiration of the contract. The applicable charge is dependent on the contract period and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract.
- B. The minimum subscription period for which month-to-month PRI service is furnished and for which charges are applicable is one month.
- C. CPE that is compatible with PRI service interface is the responsibility of the customer.
- D. Suspension of service is not allowed.

3.3.3 Definitions

D-Channel

A 64 Kbps digital signaling only channel for call establishment when used with PRI service.

Digital Data Only B-Channel

The term “Digital Data Only B-Channel” denotes a bi-directional synchronous channel capable of supporting 64 Kbps of digitally transmitted data mode calls when provisioned by the ALEC Primary Rate ISDN-Digital Data Only option.

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3. DESCRIPTION OF SERVICE (Cont'd)

3.3. ISDN Primary Rate Interface Service (Cont'd)

3.3.3 Definitions (Cont'd)

Extended Reach Service Remote Telephone Number (ERS RTN)

ERS RTNs are telephone numbers assigned to each local calling area to which the Extended Reach subscriber provides local number access.

Inward Call

A call that is switched through the public telephone network and terminates in a PRI service arrangement.

Outward Call

A call that originates on a PRI service arrangement and is switched through the public switched telephone network.

PRI Service Access Line

A four-wire access loop from the serving wire center to the customer premises. The transmission characteristics of this loop must support Clear Channel Capability and Extended Superframe Format (ESF) when the customer provides this access line.

PRI Service B-Channel

A circuit-switched service that will allow either voice or data transmission at up to 64 Kbps and will include the functionality of hunting and calling/called number delivery.

PRI Service D-Channel

A 64 Kbps digital signaling-only channel for call establishment and control.

PRI Service Interface

Provides multiplexing to support up to 23 B-Channels at 64 Kbps and one D-Channel for signaling also at 64 Kbps. When NFAS is ordered, the PRI Service Interface can provide up to 24 B-Channels at 64 Kbps. One PRI Service Interface is required for each PRI Service Access Line.

3.3.4 Multi-line Pricing

If Customer purchases more than one PRI Access Line to the same location, Customer may elect to receive discounted pricing for Interfaces and for B-Channels, as set forth in Sections 4.3.3 and 4.3.4 of this tariff. Under such pricing, Customer may receive one Interface and up to 23 B-Channels for a single rate set forth therein, rather than the per-Interface and per-B-Channel rates. Applicable non-recurring rates remain one per Interface and per B-Channel.

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4. RATES AND CHARGES

4.1 Local Exchange Service

4.1.1 Business Exchange Access Line Service

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
A. Each Line	\$65.70	\$32.00

4.1.2 Optional Features

A. Monthly Rate Per Access Line

1. Anonymous Call Rejection		\$3.95
2. Call Forwarding		\$3.95
3. Call Return		\$4.65
4. Call Waiting		\$3.95
5. Caller ID		\$9.00
6. Repeat Dialing		\$4.45
7. Speed Calling (8-Code)		\$3.95
8. Speed Calling (30-Code)		\$4.95
9. Three-Way Calling		\$3.95
10. Toll Restriction		\$4.05

B. Per Call Features – Charge per Use

1. Call Return		\$0.70
2. Repeat Dialing		\$0.70

C. Nonrecurring Charge	\$18.00	-
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4.1.3 Directory Listings

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
A. First Listing	-	\$0.00
B. Each Additional Listing	-	\$1.60
C. Non-Published Number, per line	-	\$3.15
D. Non-Listed Number, per line	-	\$1.60
E. Change in Directory Listing	\$18.00	-

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4. RATES AND CHARGES (Cont'd)

4.1.4 Directory Assistance

	<u>Rate Per Call</u>
A. Directory Assistance, each call (after allowance of six)	\$0.40
B. Directory Assistance Call Completion, each completed call	\$0.00

4.1.5 Operator Assisted Service

A. Operator Service Charges per Call	
1. Operator Station	\$2.05
2. Person-to-Person	\$4.40

4.1.6 Busy Line Verification and Interrupt Service

A. Busy Line Verification, each request	\$0.95
B. Busy Line Interrupt, each request	\$1.40

Note: A Busy Line Verification charge also applies for each Busy Line Interruption

4.2 Direct Inward Dial (DID) Service

4.2.1. DID Trunk Termination	\$45.00	\$23.40
4.2.2. Per Block of 20 DID Numbers, each	\$432.00	\$3.05

Note: The Nonrecurring Charge applies to the first group of DID numbers assigned to a customer per occasion.

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4. RATES AND CHARGES (Cont'd)

4.3 ISDN Primary Rate Interface Service (PRI)	<u>Month to</u>	<u>12 to 24</u>	<u>25 to 48</u>	<u>49 to 72</u>	<u>NRC</u>
	<u>Month</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	
4.3.1. PRI Access Line, each	\$100.00	\$100.00	\$100.00	\$100.00	\$830.00
4.3.2. Interoffice Channels, each	\$70.00	\$70.00	\$60.00	\$55.00	\$120.00
Each airline mi. or fraction	\$22.00	\$22.00	\$20.00	\$18.00	-
4.3.3. PRI Interface, each	\$300.00	\$300.00	\$270.00	\$250.00	\$105.00
Or:					
If 2-10 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$300.00	\$291.00	\$285.00	\$270.00	\$105.00 per interface
If 11-50 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$210.00	\$203.70	\$199.50	\$189.00	\$105.00 per interface
If 51-200 Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$180.00	\$174.60	\$171.00	\$162.00	\$105.00 per interface
If 201+ Access Lines Purchased, Total Charge for up to 1 Interface Per Line	\$156.00	\$151.32	\$148.20	\$140.40	\$105.00 per interface
4.3.4. PRI B-Channel, each	\$40.00	\$40.00	\$38.00	\$37.00	\$4.00
Or:					
If 2-10 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$900.00	\$873.00	\$855.00	\$810.00	\$4.00 per channel
If 11-50 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$505.00	\$489.85	\$479.75	\$454.50	\$4.00 per channel
If 51-200 Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$460.00	\$446.20	\$437.00	\$414.00	\$4.00 per channel
If 201+ Access Lines Purchased, Total Charge for up to 23 B-Channels Per Line	\$424.00	\$411.28	\$402.80	\$381.60	\$4.00 per channel
4.3.5. Telephone Numbers, Inward Only					
A. Within standard allowance ¹	\$0.20	\$0.20	\$0.20	\$0.20	-
B. Above standard allowance ¹	\$15.00	\$15.00	\$15.00	\$15.00	-

Note 1: Standard Allowance is equal to the number of PRI Interfaces comprising the arrangement.

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4. RATES AND CHARGES (Cont'd)

4.4 Lifeline Support Surcharge

As ordered by the Commission, a surcharge of \$0.08 per line will apply to access lines served by the Company, to which the Subscriber Line Charge is applied. This surcharge will appear on the customer's monthly bill as a separate line item.

4.5 Telecommunications Relay Service and Telecommunications Access Program Fund Surcharge

As ordered by the Commission, a surcharge of \$0.04 will apply to all access lines served by the Company, whether or not the line is used to access Telecommunications Relay Service. This surcharge will appear on the customer's monthly bill as "Telecommunications Relay Service/TAP Program."

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