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March 25, 2014

Commonwealth of Kentucky  
Public Service Commission  
211 Sower Blvd.  
PO Box 615  
Frankfort, KY 40602-0615

**RECEIVED**

**MAR 31 2014**

**PUBLIC SERVICE  
COMMISSION**

Dear Sir or Madam,

Coin Phones, Inc. dba Indicom is no longer servicing Kentucky long distance customers as of the first quarter of 2013. The enclosed reports will be our final filings for the Kentucky Public Service Commission. Please remove any tariffs on file with the PSC for our company.

If you need further information or have any questions, I can be reached at (812) 537-3301 or [jbittner@indicom.org](mailto:jbittner@indicom.org).

Sincerely,

Jeffrey P. Bittner  
President

TARIFF BRANCH  
**RECEIVED**  
3/31/2014  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

Coin Phone, Inc. d/b/a Indicom

**KENTUCKY TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for Kentucky telecommunications services provided by Coin Phones, Inc., DBA Indicom, with principal offices at 132 Industrial Drive, Lawrenceburg, IN 47025. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission (KPSC), and copies may be inspected, during normal business hours, at the Company's principal place of business.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 21 1996

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

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Issued: March 22, 1996

Effective: January 24, 1996

Issued By: Jeffrey P. Bittner, President  
Coin Phones, Inc., DBA Indicom  
132 Industrial Drive  
Lawrenceburg, IN 47025

**CHECK SHEET**

Sheets 1 through 28 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	15	Original
2	Original	16	Original
3	Original	17	Original
4	Original	18	Original
5	Original	19	Original
6	Original	20	Original
7	Original	21	Original
8	Original	22	Original
9	Original	23	Original
10	Original	24	Original
11	Original	25	Original
12	Original	26	Original
13	Original	27	Original
14	Original	28	Original

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DIRECTOR, RATES & RESEARCH DIV

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**EXPLANATION OF SYMBOLS**

- R - to signify a rate reduction.
- I - to signify a rate increase.
- C - to signify a changed regulation.
- T - to signify a change in text but no change in rate or regulation
- S - to signify reissued matter
- M - to signify matter relocated without change
- N - to signify a new rate or regulation
- D - to signify discontinued rate or regulation
- Z - to signify a correction
- Y - to signify reference to other published tariffs.

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet revision on file with the KPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the KPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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

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- D. Check Sheets - When a tariff filing is made with the KPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheet are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if there are only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the KPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access - An arrangement which connects the calling customer's location to an interexchange switching center.

Access code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorized User - A user who is a customer, or a person authorized by a customer that uses the Company's Services. An Authorized User is responsible for compliance with this tariff.

Billed Party - The person or entity responsible for payment for use of the Company 's Service(s).

Called Station - The termination point of a call (i.e., the called number).

Calling Station - The origination point of a call (i.e. the calling number).

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - Coin Phones, Inc., DBA Indicom

**PUBLIC SERVICE COMMISSION  
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Credit Card Calls (Calling Card Calls) - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company.

**MAR 21 1996**

Customer - Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity which orders service, that is responsible for payment of charges and for compliance with this tariff.

**PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)**

**BY: Phyllis Janner  
DIRECTOR, RATES & RESEARCH DIV**

Customer Dialed Calling Card Call - A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

Customer Provided Equipment - Telecommunications equipment provided by a customer or authorized user used to originate calls using the Company's service.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Direct Dialed Call - A Kentucky intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange - A geographic area established by the tariff of Local Exchange Carriers for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communication Commission.

Incompleted Call - Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

Kentucky Intrastate Long Distance Message Telecommunication Service (LDMTS) - The furnishing of Direct Dialed and Operator Assisted Kentucky intrastate Services to the Customer for the completion of long distance voice and/or dial-up data transmissions over voice grade channel(s) from the Company's point(s) of presence between one or more stations in the state of Kentucky as specified in this tariff.

Local Exchange Carrier (LEC) - A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Other Common Carrier - A common carrier, other than the Company, providing intrastate communications service(s) to the public.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)**

Personal Identification Numbers (PINS) - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service user for security and/or billing purposes. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code.

Point of Presence - The site(s) where the Company provides a network interface with facilities provided by the Other Common Carrier, Local Exchange Carriers or Customers for Access to the Company's network configuration.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - The property, or property owner, to which the Company provides service.

United States - The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U. S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User - The person at the Subscriber's location who actually places the call over the Company's service.

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BY: *Phyllis Lannin*  
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**SECTION 2 - RULES AND REGULATIONS**

**2.1. Application of Tariff**

This tariff contains the regulations and rates applicable to the provision of Kentucky Intrastate Long Distance Message Telecommunication Service ("LDMTS") by Coin Phones, Inc., DBA Indicom (hereinafter referred to as the "Company") between domestic points within the state of Kentucky as specified in this tariff. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

All terms, conditions and limitations of liability contained in this tariff apply to all Kentucky intrastate services including international and domestic services provided by the Company, and including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.

**2.2. Service Description**

Kentucky Intrastate Long Distance Message Telecommunication Service (hereinafter referred to as "LDMTS") is offered to residential and business Customers of the Company for the transmission of voice communications calls placed between one or more stations in the state of Kentucky. The Company provides long distance network Services for voice grade and data transmission Services. All services are provided subject to the terms and conditions set forth in this tariff.

The Company installs, operates, and maintains the communication service provided hereinunder in accordance with the terms and conditions set forth under this Tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities 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 ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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BY *Phyllis Tanner*  
DIRECTOR

Issued By: Jeffrey P. Bittner, President  
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**SECTION 2 - RULES AND REGULATIONS (Continued)****2.3. Interconnection with Other Common Carriers**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Service offered in this tariff.

**2.4. Shortage of Facilities**

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing service when necessary because of the lack of satellite or other transmission medium capacity or due to any causes beyond its control.

**2.5. Uses of Services**

- 2.5.1. Services provided under this tariff may be used only for transmission of communications by customers in a manner consistent with the terms of this tariff and regulations of the FCC and all state and local authorities having jurisdiction over the service.
- 2.5.2. Services provided in this tariff shall not be used for unlawful purposes.
- 2.5.3. The use of the Company's Service(s) without payment for Service or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

**2.6. Liability of the Company**

- 2.6.1. Except as stated in Section 2.6, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.

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PURSUANT TO 807 KAR 5.011,

Issued By: Jeffrey P. Bittner, President SECTION 9 (1)

Coin Phones, Inc., DBA Indico *Shyllis Lannin*

132 Industrial Drive DIRECTOR, RATES & RESEARCH

Lawrenceburg, IN 47025

**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.6. Liability of the Company (Continued)**

- 2.6.2. The liability of the Company, if any, for damages resulting from or arising in connection with the furnishing of Service(s) in this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, defects in transmission, or failures or defects in facilities furnished by the Company shall in no way exceed an amount of money equivalent to the charges applicable under this tariff. The Company does guarantee or make any warranty with respect to any equipment which it provides. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service(s) that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability upon the Company.
- 2.6.3. The Company disclaims any express or implied warranties with respect to the Services, including without limitation, any implied warranties of merchantability and fitness for a particular purpose.
- 2.6.4. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.6.2 above and elsewhere in this tariff.
- 2.6.5. The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature; federal, state or local governments having jurisdiction over the Company or the Services provided within this tariff; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

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BY: *Phyllis Lanning*  
DIRECTOR, RATES & RESEARCH DIV.

**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.6. Liability of the Company (Continued)**

- 2.6.6. The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees and court costs, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Service(s) and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities and Service(s).
- 2.6.7. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment.
- 2.6.8. Where Customer-provided equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the maintenance and operations of such services in the proper manner; subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 2.6.9. Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for any indirect, incidental, special, or consequential damages.
- 2.6.10. The Company shall not be liable for and shall be indemnified and held harmless by the Customer against 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 persons, for any personal injury to, or death of, any person, or for any destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of other carriers of companies shall be deemed to be agents or employees of the Company without written authorization.

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BY Phyllis Lanning  
DIRECTOR, RATES & RESEARCH DIV

**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.6. Liability of the Company (Continued)**

2.6.11. The Company shall not be liable for the following: Unlawful use or use by unauthorized persons of the Company's facilities or services. Any claim arising out of a breach in the privacy or security of communications transmitted by means of the Company's service. Changes in any of the facilities, operations, services or procedures of the Company that render any facilities or services provided by the customer obsolete, or require modification of such facilities or services, or otherwise affect their use or performance. The Company will endeavor to advise Customers of any such change in a timely manner.

**2.7. Assignment**

Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance.

**2.8. Responsibilities of the Customer**

2.8.1. The Customer is responsible for placing any necessary orders, and for complying with tariff Regulations, and for ensuring that Authorized users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises. This includes payment for LDMTS calls or services originated at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.

2.8.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.

2.8.3. If required for the provision of the Company's Services, the Customer shall provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.

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BY: Phillip Linn  
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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.8. Responsibilities of the Customer (Continued)**

- 2.8.4. The Customer is responsible for arranging ingress to its premises at times mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s). Occasionally customer requested changes and testing for impairment may only be evident at certain times (i.e., a certain hour of the day). In such cases, LDMTS must be made available for testing during the same time periods if the trouble condition is to be corrected.
- 2.8.5. The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.
- 2.8.6. Interconnection between the Customer's equipment and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
- 2.8.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.
- 2.8.8. The Customer is liable to the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.

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BY: *Phyllis Thomas* Effective: January 24, 1996  
DIRECTOR, RATES & RESEARCH DIV

Issued By: Jeffrey P. Bittner, President  
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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.8. Responsibilities of the Customer (Continued)**

2.8.9. The Customer is liable for the loss through theft and fire of any of the Company's equipment installed at Customer's premises.

**2.9. Responsibilities of Authorized Users**

2.9.1. The Authorized User is responsible for compliance with applicable regulations set forth in this tariff.

2.9.2. The Authorized User is responsible for establishing its identity as often as necessary during the course of a call.

2.9.3. The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

2.9.4. The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of Users through available Credit Card, Called Number, Third Party telephone number and Room Number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**2.10. Termination or Interruption of Services**

2.10.1. Without incurring liability, the Company may with proper notification in accordance with 807 KAR 5:006, Section 14 discontinue Service(s) to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service(s) under the following conditions:

(i) For past due balances or when usage has exceeded the estimated credit limit established by the Company;

(ii) For violation of the terms or conditions governing the furnishing of service(s) under this tariff;

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DIRECTOR, REG & RES. DIV. January 24, 1996

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.10. Termination or Interruption of Services(Continued)**

2.10.1. (Continued)

- (iii) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service(s); or
- (iv) By reason of any order or decision of a court having competent jurisdiction, public utility commission, federal regulatory body or other governing authority prohibiting the Company from furnishing its Service(s).
- (v) In cases of bankruptcy, receivership, abandoned service or abnormal toll usage.

2.10.2. Without incurring liability, the Company may temporarily interrupt the provision of Service(s) at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities.

2.10.3. In the event that the Company incurs attorneys fees or other costs to recover any sums then due and the Company prevails, the Company shall be entitled to recover its costs of collection, legal costs, court costs, and reasonable attorneys' fees, in addition to whatever other relief the court may award. The Company may assign or sell receivables to Local Exchange Carriers, collection agencies or other parties and said amounts owed to the Company shall then become due and payable to said third party.

2.10.4. Service(s) may be discontinued by the Company, without notice to the Customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls using certain Customer Authorization Codes or Calling Card Account Numbers when the Company deems it necessary to take such action to prevent fraud or other unlawful use of its Service(s). The Company may restore Service(s) as soon as it can be provided without undue risk.

2.10.5. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

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BY: Ed Bell  
DIRECTOR, RATES & RESEARCH DIV., 1996

Issued By: Jeffrey P. Bittner, President  
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Lawrenceburg, IN 47025

**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.11. Cancellation of Service by the Customer**

The Customer must give advance notice of intent to cancel any service under this tariff at least three (3) working days prior to the effective date of such cancellation. Notice may be in person, in writing, or by telephone. The Customer shall not be responsible for charges beyond the three (3) day notice period if Customer provides reasonable access to the premises for disconnection during the notice period. If notice given by the Customer is by telephone, the Customer will bear the burden of proving when service termination was requested should a dispute arise from such termination.

If a Customer cancels an order for service before commencement of service or before completion of some mutual period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities expressly incurred on behalf of the Customer and not fully reimbursed by installation fees.

**2.12. Payment for Service**

The Customer is responsible for payment of all charges for facilities and Service(s) furnished by the Company, including charges for Service(s) originated or charges accepted at the Customer's service point.

2.12.1. Charges for Third Party calls will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

2.12.2. Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

2.12.3. The Customer will be billed for and is liable for payment of all applicable federal, state and local use, assessments, surcharges, sales and/or privilege taxes and/or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Service(s), in addition to the rates indicated in this tariff. Taxes or surcharges shall be passed through to customers of a taxing jurisdiction on a prorated basis such that the sum of all such charges aggregated among all customers in the taxing jurisdiction shall approximately equal the total amount of tax due in that jurisdiction.

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*Phyllis Larkin*  
DIRECTOR, RATES & RESEARCH DIV.

**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.12. Payment for Service (Continued)**

- 2.12.4. The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment. Any disputed amounts or claims against an invoice must be made in writing within 30 (thirty) days from the date of invoice. Undisputed amounts may not be withheld.
- 2.12.5. If the bill is not paid within 15 (fifteen) calendar days following the mailing of the bill, the account will be considered delinquent.
- 2.12.6. Bills are due and payable within 15 (fifteen) days of production of such bill. Interest at the lesser of (1) the rate of one and eight-tenths (1.8 %) percent per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount commencing thirty (30) days after the date of the bill for the amount first sent. A penalty may be assessed only once on any bill for rendered service.
- 2.12.7. A delinquent account may subject the Customer's Service(s) to temporary disconnection.
- 2.12.8. Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.
- 2.12.9. If The Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, the company shall apply a service charge of \$15.00.

The charge shall be applied to the Customer's monthly billing in addition to any other charges which may apply under this tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

**2.13. Credit Allowances**

- 2.13.1. There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notification from a Customer of billing for any such call, the Company will issue a credit to the Customer in an amount equal to the charge for the call.

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**SECTION 2 - RULES AND REGULATIONS (Continued)**

**2.13. Credit Allowances (Continued)**

2.13.2. A credit allowance is also applicable when a call is interrupted due to poor transmission or involuntary disconnection caused by components of the Company's service. Upon reasonable and adequate notification of such interruption, the Company, or its authorized agent, will issue a credit to the Customer equivalent to one minute (i.e., the last minute of the call).

**2.14. Deposits**

The Company does not require deposits from the Customer.

**2.15. Billing Entity Conditions**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

**2.16. Discontinuation of Service(s)**

The Customer's Service(s) shall automatically terminate upon discontinuation of the Customer's subscription to the Company's Service(s).

2.16.1. The Company reserves the right to refuse or honor RESPORG (800 Responsible Organization) change requests when an unsatisfied business relationship exists between the Customer and the Company.

**2.17. Right to Backbill for Improper Use of the Company's Services**

Any person or entity which uses, appropriates or secures the use of Service(s) from the Company, whether directly or indirectly, in any unlawful manner through the providing of any misleading or false information to the Company shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's Service(s) actually made by Customer.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1. Service Offerings**

The information in this section pertains to all classes of Dial Station and Calling Card international message telecommunications service and long distance message telecommunications services offered pursuant to this tariff unless otherwise noted. Kentucky Intrastate Long Distance Message Telecommunications Service (LDMTS) is service offered on a per call basis to Customers originating calls from locations within the state of Kentucky. Such service is available twenty-four (24) hours per day seven (7) days per week.

The Company may in some cases, and only where specifically authorized, act as the Customer's agent in arranging for service requirements such as terminal equipment and Equal Access Dialing. For operator assisted calls or any other service not provided by the Company, the Company will contract with the Customer to provide access to underlying common carriers' facilities, through Equal Access Dialing or through facilities directly leased by the Company and connected at the Customer's premises. The Company will provide customer service and billing directly to its customers.

**3.1.1. PATRIOT BUSINESS PLAN**

The Patriot Business Plan is a flat rate, basic MTS service designed for business customers with discounts based on the number of minutes used during the month.

**3.1.2. PATRIOT BUSINESS PLAN II**

The Patriot Business Plan II is for business customers who choose a direct point-to-point connection to long distance facilities via dedicated circuit and not switched from local business lines by the local exchange carrier. Discounts are based on the number of minutes used during the month.

**3.1.3. PATRIOT BUSINESS 800**

The Patriot Business 800 is a direct access, incoming long distance service offered to business customers. This is an inbound service only. The customer calls a regular telephone line to receive this service.

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REGULATORY RATES & RESEARCH, INC.

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**SECTION 3 - DESCRIPTION OF SERVICES (Continued)**

**3.1. Service Offerings (Continued)**

3.1.4. PATRIOT BUSINESS 800 II

The Patriot Business 800 II is for Business Customers who choose a direct point-to-point connection to long distance facilities via dedicated circuit. Discounts are based on the number of minutes used during the month.

3.1.5. THE PATRIOT CARD

The Patriot Card is for all customers. This calling card allows the customer to call an 800 access number and use an authorization code to gain access to the Company's network.

3.1.6. THE LIBERTY CARD

The Liberty Card is for all customers. It is a prepaid calling card and allows the customer to call an 800 access number and use an authorization code to gain access to the Company's network. The customer draws down from their advance payment for service.

3.1.7. DIRECTORY ASSISTANCE

The Company will process directory assistance/information calls on a per call basis. The directory assistance charge applies to each call regardless of whether the requested telephone number is obtained.

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**SECTION 3 - DESCRIPTION OF SERVICES (Continued)**

**3.2. Timing of Calls**

Billing for calls placed over the Company network is based in part on the duration of the call. Timing of each call begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration. Timing ends when the called party hangs up. Billing increments are dependent on the specific service with minimums for specific service offering, and no customer will be billed for an uncompleted call.

**3.3. Calculation of Distance**

In the event the company provides mileage sensitive products, then usage charges are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA: 
$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

**3.4. Minimum Call Completion Rate**

The customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 98% during peak use periods for all FGD services.

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**SECTION 4 - RATES AND CHARGES**

This section sets forth the rates and charges applicable to the Company's services. The rates are applicable to domestic Kentucky intrastate services and facilities. All rates and charges are expressed in U. S. dollars.

**4.1. Patriot Business Plan**

Minutes Used Per Month	Rate Per Minute	Multiple Location Discount 1-5 Locations	Multiple Location Discount 6+ Locations
0 - 650	\$0.1500	0.0%	0.0%
651 - 1,800	\$0.1400	0.0%	0.0%
1,801 - 3,800	\$0.1300	0.0%	0.0%
3,801 - 8,000	\$0.1275	0.5%	1.0%
8,001 - 16,000	\$0.1250	1.0%	2.0%
16,001 - 41,000	\$0.1225	1.5%	3.0%
41,001 - 60,000	\$0.1200	2.5%	4.0%
60,001 +	\$0.1200	3.5%	5.0%

The multi-location discount is intended for corporate accounts with multiple locations totaling more than 3,800 minutes of usage per month. The discounts shall range from 0.5% to 5.0%, but shall generally be applied as indicated above.

Installation Fee: None  
 Monthly Recurring Fee: None  
 Minimum Monthly Charge: \$15.00  
 Billing Increments: 18 second minimum, 6 second increments

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.2. Patriot Business Plan II**

Minutes Used Per Month	Rate Per Minute
0 - 950	\$0.1100
951 - 2,500	\$0.1025
2,501 - 5,000	\$0.1000
5,001 - 10,250	\$0.0975
10,251 - 21,100	\$0.0950
21,101 - 54,100	\$0.0925
54,101 +	\$0.0875

The multi-location discount is intended for corporate accounts with multiple locations totaling more than 3,800 minutes of usage per month. The discounts shall range from 1.0% to 10.0%, but shall generally be applied as indicated below.

Minutes Used Per Month	1-5 Locations	6-10 Locations	11+ Locations
2,501 - 5,000	1.0%	3.0%	10.0%
5,001 - 10,250	1.5%	4.0%	10.0%
10,251 - 21,100	2.5%	5.0%	10.0%
21,101 - 54,100	3.5%	6.0%	10.0%
54,101 +	4.5%	7.0%	10.0%

Installation Fee: None  
 Monthly Recurring Fee: None  
 Connection Charges: Subject to the LEC's Tariff and Kentucky Public Service Commission's rules and regulations  
 Billing Increments: 18 second minimum, 6 second increments thereafter

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.3. Patriot Business 800**

Minutes Used Per Month	Rate Per Minute	Multiple Location Discount 1-5 Locations	Multiple Location Discount 6+ Locations
0 - 650	\$0.1600	0.0%	0.0%
651 - 1,800	\$0.1500	0.0%	0.0%
1,801 - 3,800	\$0.1400	0.0%	0.0%
3,801 - 8,000	\$0.1375	0.5%	1.0%
8,001 - 16,000	\$0.1350	1.0%	2.0%
16,001 - 41,000	\$0.1325	1.5%	3.0%
41,001 - 60,000	\$0.1300	2.5%	4.0%
60,001 +	\$0.1300	3.5%	5.0%

The multi-location discount is intended for corporate accounts with multiple locations totaling more than 3,800 minutes of usage per month. The discounts shall range from 0.5% to 5.0%, but shall generally be applied as indicated above.

Installation Fee: None  
 Monthly Recurring Fee: None  
 Minimum Monthly Charge: \$15.00  
 Billing Increments: 18 second minimum, 6 second increments

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.4. Patriot Business 800 II**

Minutes Used Per Month	Rate Per Minute
0 - 950	\$0.1100
951 - 2,500	\$0.1025
2,501 - 5,000	\$0.1000
5,001 - 10,250	\$0.0975
10,251 - 21,100	\$0.0950
21,101 - 54,100	\$0.0925
54,101 +	\$0.0875

The multi-location discount is intended for corporate accounts with multiple locations totaling more than 3,800 minutes of usage per month. The discounts shall range from 1.0% to 10.0%, but shall generally be applied as indicated below.

Minutes Used Per Month	1-5 Locations	6-10 Locations	11+ Locations
2,501 - 5,000	1.0%	3.0%	10.0%
5,001 - 10,250	1.5%	4.0%	10.0%
10,251 - 21,100	2.5%	5.0%	10.0%
21,101 - 54,100	3.5%	6.0%	10.0%
54,101 +	4.5%	7.0%	10.0%

Installation Fee: None

Monthly Recurring Fee: None

Connection Charges: Subject to the LEC's Tariff and pass-through rules

Billing Increments: 18 second minimum, 6 second increments

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.5. The Patriot Card**

Minutes Used Per Month	Rate Per Minute
0 - 650	\$0.2500
651 - 1,800	\$0.2000
1,801 - 3,800	\$0.2000
3,801 - 8,000	\$0.1800
8,001 - 16,000	\$0.1800
16,001 - 41,000	\$0.1700
41,001 +	\$0.1700

Installation Fee: None  
 Monthly Recurring Fee: None  
 Billing Increments: 18 second minimum, 6 second increments

**4.6. The Liberty Card**

Minutes Used Per Month	Rate Per Minute
0 - 650	\$0.2500
651 - 1,800	\$0.2000
1,801 - 3,800	\$0.2000
3,801 - 8,000	\$0.1800
8,001 - 16,000	\$0.1800
16,001 - 41,000	\$0.1700
41,001 +	\$0.1700

Installation Fee: None  
 Monthly Recurring Fee: None  
 Billing Increments: 18 second minimum, 6 second increments

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.7. Directory Assistance**

\$0.7000 per call

**4.8. Additional Discounts**

All rates in 4.1. through 4.8. may be additionally discounted for term contracts as follows:

24 Month Term Contract	-	5.00%
36 Month Term Contract	-	10.00%

**4.9. Special Promotions and Discounts**

The Company may from time to time engage in special promotional trial service offerings of limited duration, not to exceed ninety (90) days per customer, for non-optional, recurring charges, designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Requests for promotional offerings will be presented to the Kentucky Public Service Commission for its approval.

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# INDICOM

Clearly Your Best Connection

19 January 1996

Account Number: 8123791077 WTRE/WRZQ/WJLR RADIO STATIONS

INDICOM  
132 INDUSTRIAL DRIVE  
LAWRENCEBURG, IN 47025

Remittance Copy (Return with payment to the above address)

WTRE/WRZQ/WJLR RADIO STATIONS  
825 WASHINGTON STREET  
COLUMBUS, IN 47201

Total Amount Due: \$ 1192.79

Payment due by Saturday, February 3, 1996 Amount Enclosed: \_\_\_\_\_

19 January 1996

Account Number: 8123791077 WTRE/WRZQ/WJLR RADIO STATIONS

Previous Bill		718.56	
Less Payments and Adjustments		1194.59	
Unpaid Balance			476.03CR
Domestic Usage	907.09		
OO Service Usage	100.63		
Total Call Charges		1007.72	
Total Miscellaneous Charges		587.82	
Federal Tax	30.23		
State Tax	43.05		
Total Taxes		73.28	
Current Charges			1668.82
Total Amount Due			1192.79

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MAR 21 1996

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BY: *Phyllis Larkin*  
DIRECTOR, RATES & REBATE

INDICOM...CLEARLY YOUR LONG DISTANCE CONNECTION