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KY Public Service Commission

Utility Information

General	Address	Comments	Counties	Groups
<p>Comments for Utility ID: 22251513 Knology of Kentucky, Inc. dba WOW! Internet, Cable and Phone</p> <p>dba "WOW! Internet, Cable and Phone" added per letter dated 3/11/2013. Contact Information updated per 3/14/2013 Info Form. Made inactive per 4/21/2016 notice to withdraw authority to operate.</p> <p style="text-align: right;">Last Changed: 4/21/2016</p>				



**TITLE PAGE
OF
LOCAL EXCHANGE SERVICES TARIFF
OF
KNOLOGY OF KENTUCKY, INC.
d/b/a WOW! Internet, Cable and Phone**

This tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to local exchange services within the State of Kentucky offered by KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone.

Issued: December 27, 2013

Effective: December ~~30, 2013~~ 30, 2013

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DESCRIPTION AND AREA OF OPERATIONS

KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone (Company) is a public utility providing telecommunications service in the areas certificated to the Company by the Kentucky Public Service Commission.

Headquarters for the Company are located at:

1241 O.G. Skinner Drive
West Point, Georgia 31833

Business Offices for the Company are located at:

To be determined

Company representatives may be contacted at (TO BE DETERMINED)

Areas of Operation

The Company Service Area will encompass portions of the following area(s). The Company will be offering service only at locations where it chooses to construct facilities.

Exchange

NPA-NXX

TO BE DETERMINED

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DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel which provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

A person, firm or corporation (other than the Customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

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DEFINITIONS OF TERMS

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

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DEFINITIONS OF TERMS

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two (2) wire circuit: A circuit using one (1) transmission path, which may be one (1) carrier pair or one (1) pair of metallic conductors.
- (b) Four (4) wire circuit: A circuit using two (2) one (1) way transmission paths, which may be two (2) carrier paths or two (2) pairs of metallic conductors

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of two (2) way communication between Customer-provided terminal equipment.

COMPANY

KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities

CONNECTING COMPANY

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

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DEFINITIONS OF TERMS

CONNECTION CHARGE

See "Service Charges."

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOM CALLING SERVICES

Custom Calling Services provide for call features like Call Waiting and Call Forwarding and is furnished in connection with individual line service.

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DEFINITIONS OF TERMS

CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signal System Seven (SS7) technology. CLASS is furnished in connection with individual line service (private line).

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISE INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One (1) report shall be counted for each oral or written report received even though several items are reported by one (1) Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DEMARCATATION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

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DEFINITIONS OF TERMS

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communications path.

DIRECTORY

A book which is published by the Company and typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the Customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

DROP WIRE

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a Customer's premise.

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E911 SERVICE

See Emergency Number Service.

EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a Public Safety Answering Point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a city, town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

- (a) Flat rate service: A classification of exchange service furnished a Customer for which a stipulated charge is made regardless of the amount of use.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

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FLAT RATE SERVICE

A classification of exchange service furnished a Customer for which a stipulated charge is made regardless of the amount of use.

GENERAL EXCHANGE SERVICES

Services furnished by the Company connected to or associated with primary local exchange service.

HARM

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HIGH CAPACITY CIRCUIT (HI CAP)

Digital-data transmission service equal to, or in excess of T1 data rates (1.544 Mbits).

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

IDENTIFICATION NUMBER

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under Tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

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INITIAL SERVICE PERIOD

The minimum period of time for which service is provided, which is typically one (1) month unless otherwise specified in the Tariff

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to service connection charges.

INTEREXCHANGE PRIVATE LINE

A communication path between two (2) or more serving area, and not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two (2) systems or equipments having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long distance Message Telecommunications Service where point locations are in a different Local Access and Transport Area (LATA).

INTRALATA

Long distance Message Telecommunications Service where service point locations are within the same Local Access and Transport Area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two (2) or more "primary terminations" in the same exchange.

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DEFINITIONS OF TERMS

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

KEY EQUIPMENT

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the Customer's communications system.

KEY TELEPHONE SET

A telephone set equipped with keys or buttons in the housing.

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

LINE

See "Access Line."

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL CALLING AREA

See "Local Service Area."

LOCAL CHANNEL

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two (2) or more exchange access lines within an exchange area.

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DEFINITIONS OF TERMS

LOCAL EXCHANGE SERVICE

Telecommunications Service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local Exchange Service may also be referred to as Local Exchange Telephone Service.

LOCAL MESSAGE

A communication between two (2) or more exchange access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished Customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

MAINTENANCE SERVICE CHARGE

A nonrecurring Maintenance Charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

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MESSAGE

A communication between two (2) or more exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one (1) time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

OFF PREMISE EXTENSION (OPX)

A telephone located in a different office or building from the main phone system.

ONE PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one (1) premise.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

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PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunications network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

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PRIMARY TERMINATION

Applies to channels which extend beyond the continuous property of a Customer or the confines of a single building housing the first premise of more than one Customer. "Primary Termination" also denotes the first termination of such a channel at a station or private branch exchange on the continuous property of a Customer. When more than one (1) Customer's premise is located within the same building, the first termination of such a channel at that building constitutes a "primary termination." For purpose of this definition, the location of a "primary termination" for channel services associated with "switching system services" is considered to be at the "switching system services" serving central office. When the "switching system services" serving central office is not in the same exchange as the main location, the "mileage service area" center for the main location will be used in lieu of the "switching system services" serving central office.

PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a Customer's premise consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two (2) or more directly connected locations and not having connection with central office switching equipment.

PRIVATE LINE SERVICE

The channels furnished to a Customer for communication between specified locations.

PROTECTIVE CONNECTING ARRANGEMENT

Equipment provided by the Company for electrical protection when facilities provided by other than the Company are connected with facilities provided by the Company.

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PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REFERENCE LISTING

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with part 68 of the Federal Communications Commission's Rules and Regulations.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.

RESIDENTIAL SERVICE

Telecommunications Service furnished to Customers when the actual or obvious use is for domestic purposes.

ROTARY HUNTING SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

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SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one (1) direction only.

SPECIALIZED CUSTOMER PREMISE EQUIPMENT

Terminal equipment required by persons with impaired hearing, speech, vision or mobility. When this equipment is provided by a telephone cooperative, it is provided under Tariff in accordance with Part 64, Subpart F, of the Federal Communications Commission's Rules and Regulations.

STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

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DEFINITIONS OF TERMS

SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with and approved by the Commission.

TELECOMMUNICATIONS SERVICES

The various services offered by the Company as specified in this Tariff.

TELEPHONE COMPANY

See "Company."

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TELEPHONE SOLICITATION

An unsolicited telephone call.

TEMPORARY DISCONNECTION

See "Suspension of Service."

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve (12) consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINATION AGREEMENT

An agreement between the Company and the Customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the Customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

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DEFINITIONS OF TERMS

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

TIE LINE

A circuit connecting two (2) switching systems (e.g., Private Branch Exchange and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

TOLL MESSAGE

A communication between two (2) exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between serving area.

TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified in the Long Distance Message Telecommunications Tariff as may be issued or concurred in by the Company.

TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, or a Key System for the common use of all calls or one (1) class between its two (2) terminals.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

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VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two (2) points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of Customers who make or receive substantial volumes of long distance telephone calls. This service is only provided on an inward or outward basis.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

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Symbols For Tariff Changes

General

The following symbols will be utilized for all changes of material within the General Exchange Tariff:

- C** - Change in Regulation
- D** - Discontinued Rate, Regulation or Text
- E** - Correction of an error made prior to current revision of Tariff
- I** - Increase in Rate
- M** - Moved Rate, Regulation or Text from one page to another with no change in Rate, Regulation or Text.
- N** - New Rate, Regulation or Text
- R** - Reduction in Rate
- T** - Text Change, but no change in Rate or Regulation

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GENERAL RULES AND REGULATIONS

4.1 GENERAL APPLICATION

- 4.1.1** The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 2 of this Tariff.
- 4.1.2** Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 4.1.3** Failure on the part of any Customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

4.2 ESTABLISHING SERVICE

4.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

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GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An Applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

4.2.3 Cancellation or Change in Application for Service

- A. Where the Customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

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GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.4 Refusal of Service

A. Grounds for Refusal of Service:

1. The Company may refuse to serve an applicant for any one (1) of the following reasons:
 - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given;
 - b. the Applicant is indebted to any utility Company for the same or similar kind of service as that applied for;
 - c. for refusal to make a deposit if the Applicant is required to make a deposit under the requirements outlined in this Tariff;
 - d. for unavailability of Company facilities;
 - e. the applicant fails to satisfy a Company defined credit worthiness test;
 - f. failure to pay for merchandise or charges for nonutility service purchased from the Company;
 - g. failure to pay the bill of another Customer at the same address.

B. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

4.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one (1) Customer may not be assumed by a new Customer without lapse in the rendition of service. The new Customer must execute a new service agreement which is subject to the provisions of this Tariff.

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GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

4.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

4.3 FURNISHING OF SERVICE

4.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premises of a Customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

4.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Con't)

4.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 9 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

4.3.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the Customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.
- C. Disconnected residence telephone numbers shall not be reassigned for one hundred and twenty (120) days. Disconnected business numbers shall not be reassigned, unless requested by the customer, for one hundred and eighty (180) days or the life of the directory, whichever is longer, unless no other numbers are available for providing service to new Customers.
- D. When additions or changes in plant or changes to any other of the Company's operations necessitate changing telephone numbers to a group of Customers, at least forty five (45) days written notice shall be given to all affected Customers even though the addition or changes may be coincident with a directory issue.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether Customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a Customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service (Con't)

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.5 Classifications of Service (Cont'd)

- D. Changes in classification between residence to business service may be made without change in telephone number subject to the abilities of the Company.

4.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.

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GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Installation, Maintenance, and Repair of Facilities (Con't)

- C. The Customer may be billed the applicable Minimum Service Charge for each service call to the Customer's premise where off-hook condition is found.

4.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

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GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES

4.4.1 Use of Service

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise of a public or semi-public nature or in a business establishment, where the public in general or patrons of the Customer may make use of the service.
- B. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from the user except as provided herein:
 - 1. Access services provided pursuant to interstate or intrastate access services Tariffs the Company issues or concurs in.
 - 2. Services provided to hotels, motels, hospitals, and cellular and paging Customers when such services are resold to guests, patients, or Customers.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the Customer's usage or that of any authorized users and regardless of whether such authorized users have paid the Customer for their share of the Company's charges.

4.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premise because of the use of such attachments or connections.

4.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

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GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.

- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

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GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

4.5.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Basic Residential Service shall be disconnected for Local Service Charge until at least twenty -nine (29) days from the date of the bill.
2. No Residential Service can be disconnected for Local Service Charges unless the utility has given the affected Customer a written notice of the proposed disconnection at least ten (10) days before the proposed date of disconnection. The notice must include:
 - a. the final payment date of the amount due;
 - b. the reason for the disconnection, including the unpaid balance due;
 - c. a telephone number which the Customer may call for information about the proposed disconnection; and
3. If contact with the Customer was not previously made and notice of the disconnection was by mail or by leaving it at the premise, the utility must make a good faith effort to contact the Customer at least two (2) days before the proposed disconnection.

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4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

B. Disconnection With Notice

Telephone service may be disconnected after proper notice (as outlined in 807 KAR 5:006 Section 13 (5)) for any of the following reasons:

1. For non compliance with the rules included in this tariff or KPSC administrative regulations;
2. For refusal of access. When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, maintenance or removal of Company property, the Company may refuse or terminate service;
3. For outstanding indebtedness. The Company can refuse or terminate service to any customer who is indebted to the utility for service furnished or other tarified charges until that customer has paid his indebtedness;
4. For noncompliance with state, local or other codes. The Company may refuse or terminate service to a customer if the customer does not comply with state, municipal or other codes, rules and administrative regulations applying to such service;
5. For non payment of bills. The Company may terminate service at a point of delivery for nonpayment of charges incurred for service at that point of delivery; provided proper notice has been given as outlined in 807 KAR 5:006 Section 13 (5).

C. Telephone service may be disconnected without notice under either of the following conditions:

1. if a dangerous condition relating to the services outlined in this tariff which could subject any person to imminent harm or result in substantial damage to the property of the utility or others, is found to exist on the customer's premises, or
2. where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

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GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

D. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

4.5.2 Termination of Service

A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the Customer, the regulations stipulated in the paragraph below for termination of service by the Customer apply.
2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 4.5.3 of this Tariff.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination, the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

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GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.3 Restoration of Service

- A. For restoration of a Customer's telecommunications service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 5 of this Tariff.
- B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new Applicant before having service restored. Such application will be subject to applicable Service Charges.
- C. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

4.6 CUSTOMER RELATIONS

4.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise Applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by a residential applicant or upon request for transfer of service by a residential Customer, the Company shall inform the Applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.1 General

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Public Service Commission, are available for inspection.
- D. The Company will provide to all new residential telephone utility Customers, at the time service is initiated, a pamphlet or information packet advising the applicant of his or her rights as a customer. This information shall inform the Customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Public Service Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Public Service Commission.

4.6.2 Customer Complaints

- A. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Public Service Commission complaint process, and inform the complainant that they may contact the Division at the Public Service Commission which is responsible for handling complaints.
- C. Upon receipt of a complaint, either by letter or by telephone, from the Public Service Commission on behalf of a Customer, the Company shall make a suitable investigation and advise the Public Service Commission within thirty (30) days of the results thereof.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two (2) years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Company will not be recorded.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an Applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

B. Establishment of Credit

1. The Company may require a permanent residential or business Applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the Customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.
2. A residential Applicant will not be required to pay a deposit subject to the following rules:
 - a. If the residential Applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required;
 - b. the third party guarantor must be a customer of the Company and must have been a customer of the Company for at least one (1) year, and have established satisfactory credit in which no balance has been carried forward;
 - c. the guaranty contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the Customer from whom a deposit or Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service as provided in this Tariff;
 - d. unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of the deposit the Company would normally seek on the applicant's account. The amount of the guarantee shall be clearly indicated on any documents or contracts of guaranty signed by the guarantor.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

B. Establishment of Credit (Cont'd)

3. An Applicant for residential or business service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Company.
4. Every Applicant who has previously been a Customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company and re-establish credit before service is rendered by the Company.

C. Interests on Deposits

1. Interest shall accrue on all deposits at the rate prescribed by law, beginning on the date of the deposit.
2. After the Customer has paid for twelve(12) consecutive bills for service without having service discontinued for nonpayment or having more than one (1) occasion on which a bill was not paid within the period prescribed by the regulations of the Company; and the customer is not then delinquent in the payment of his bills, the Company shall annually and automatically refund the deposit plus accrued interest. Deposit's maturing under this Section for refund and falling on other than the Company's normal annual refund date will be promptly returned to the Customer upon request. If the Customer had service discontinued for nonpayment of his bill or had more than one (1) past due bill for such period, the Company shall thereafter review the account every twelve (12) billings and shall promptly and automatically refund the deposit plus accrued interest after the Customer has not had service discontinued for nonpayment of bill or had more than one (1) such past due bill during the twelve (12) billings prior to any review and is not then delinquent in the payment of his bills.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

D. Deposit Required

1. When a permanent residential or business Applicant does not meet the conditions listed in Section 4.6.3.B, a deposit will be required by the Company subject to the rules that follow.
2. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any service. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system. Deposit amounts shall not exceed two-twelfths (2/12) of the customer's actual or estimated annual bill where bills are rendered monthly, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly. The Customer will receive a receipt for the deposit

E. Information Provided With Deposits

At the time a deposit is required, the Company shall provide written information about deposits to Applicants for, or Customers of, business or residential service. This information will include:

1. the circumstances under which the Company may require a deposit, or request an additional deposit;
2. how a deposit is calculated;
3. the amount of interest paid on a deposit and how this interest is calculated; and
4. the time frame and requirement for return of the deposit to the Customer.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

F. Records of Deposits

1. The Company will keep records to show:
 - a. the name and address of each depositor;
 - b. the amount and date of the deposit; and
 - c. each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each Applicant from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for four (4) years, during which time the Company will make a reasonable effort to return the deposit.

G. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.
2. When the Customer has paid bills for service for twelve(12) consecutive residential billings or for twelve (12) consecutive business billings without having service disconnected for non-payment of bill and without having more than two (2) occasions in which a bill was delinquent, and when the Customer is not delinquent in the payment of the current bills, the Company will promptly and automatically refund the deposit plus accrued pro rated interest for the year at a rate prescribed by the Kentucky Public Service Commission in the form of cash or a credit to a Customer's bill, or void any guarantee of payment and return any documents or contracts of guarantee to the guarantor. If the Customer does not meet these refund criteria the deposit or contract of guarantee may be retained.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service

A Customer shall be responsible for the payment of all charges for services and equipment furnished the Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the Company name, toll free telephone number, period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same Customer class that the Company may have chosen to transfer from a Customer's prior delinquent account(s). Payment of charges for moves and changes and other nonrecurring charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes: An additional charge may be added to the Customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due. Additionally, the company may choose to charge a Subscriber Line Charge (SLC) to the end user. If the Company chooses to charge the Subscriber Line Charge, the amount charged to the end user will not exceed what the Company is charged by the Incumbent Telephone Company.
4. The Company will provide the Customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the Customer, at a reasonable charge. The Customer may also choose to receive an itemized breakdown of Local Service Charges monthly or annually which will be provided by the Company at a reasonable charge.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated. The Customer must request a refund for pro-rated amounts less than ten dollars (\$10).

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 4.5.4 of this Tariff.
2. When service has been disconnected for nonpayment, the service agreement is considered terminated. Re-establishment of service may be made only upon the execution of a new service agreement subject to the provisions of this Tariff.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a Customer so requests. If the Customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

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4.6 CUSTOMER RELATIONS (Cont'd)

4.6.5 Allowance for Interruptions

In the event a Customer's service is interrupted other than by the negligence or willful act of the Customer, or for mechanical problems past the Company's facility connection point with the Customer, and it remains out of order for twenty-four(24) hours or longer after being reported to be out of order, and after access to the premise is made available, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be the pro-rata part of the month's flat rate charges for the period of days for the portion of the service facilities rendered useless or inoperative. Calculated as follows:

Amount of refund = $\frac{\text{number of days of interruption}}{\text{total days in billing period}} \times \text{monthly local service rate}$

The refund may be accomplished by a credit on a subsequent bill for telephone service.

4.6.6 Adjustment of Charges for Overbilling and Underbilling

If billings for telecommunications service are found to differ from the Company's lawful rates for the services purchased by the Customer, or if the Company fails to bill the Customer for such services, a billing adjustment shall be calculated by the Company.

The backbilling for both overcharges and undercharges to the Customer shall not exceed six (6) months.

If such undercharges are one hundred dollars (\$100.00) or more, the Company shall offer the Customer a deferred payment plan option for the same length of time as that of the underbilling.

4.6.7 Disputed Bills

- A. In the event of a dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Public Service Commission.
- B. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed thirty (30) days. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.7 Disputed Bills (Cont'd)

- C. Any Customer or Applicant for service requesting the opportunity to dispute any action or determination of the Company under the Customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the Customer chooses not to participate in such review or to make arrangements for such review to take place within thirty (30) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Public Service Commission. The results of the supervisory review must be provided in writing to the Customer within thirty (30) days of the review, if requested.

4.7 LIABILITY OF THE COMPANY

4.7.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the Customer, authorized user, or joint user or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

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GENERAL RULES AND REGULATIONS

4.7 LIABILITY OF THE COMPANY (Cont'd)

4.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this 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.

4.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, and apparatus and systems of the Customer; and all other claims arising out of any act or omission of the Customer in connection with the facilities provided by the Company.

4.7.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

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GENERAL RULES AND REGULATIONS

4.8 TEMPORARY NUMBER PORTABILITY

4.8.1 Terms of Service

The company shall provide two (2) way temporary number portability for Customers pursuant to any regulations issued by the FCC or the Kentucky Public Service Commission. The Company will allow, as long as it is technically feasible, for Customers with BellSouth or other LEC telephone numbers which were assigned within the Company's local calling scope to be retained by the Customer when they receive Company service. Such temporary number portability will be accomplished via call forwarding performed at the switch. Customers should note that certain features such as Voice Mail, Caller ID and Calling Name and Number ID may not function properly with temporary Number Portability. Customers with KNOLOGY of Kentucky, Inc. d/b/a WOW! Internet, Cable and Phone telephone numbers may also retain Company numbers when changing to another local service provider as long as the Customer service remains at the same address.

4.8.2 Rates

See Rate Sheet.

4.9 TELECOMMUNICATIONS RELAY SERVICE

4.9.1 General

Telecommunications Relay Service (TRS) permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. The Company concurs with the TRS rates, rules and regulations filed with the Kentucky Public Service Commission.

4.9.2 Restrictions

The following calls may not be placed through the Kentucky Relay Center:

- Calls to 976, 900 or 700 numbers
- Calls to time or weather recorded numbers
- Calls to other informational recordings
- Station sent paid calls from coin telephones
- Operator handled conference service and other teleconference calls

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GENERAL RULES AND REGULATIONS

4.10 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona-fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive request may be different than those specified for the services in this Tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

4.11 TEMPORARY PROMOTIONAL PROGRAMS

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges to introduce present or potential Customers to a service not presently received by the Customer(s). Any such promotions will be filed with one (1) day notice to the Kentucky Public Service Commission.

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SERVICE CHARGES

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SERVICE CHARGES

5.1 DEFINITIONS

5.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premises as long as it is part of his/her main telephone system and billed to the main telephone number.

5.1.2 Service Charge Elements

A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property. Service Order Charges are further classified as either primary or secondary.

B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish, to add to, or to rearrange service.

5.2 APPLICATION OF CHARGES

5.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout this Tariff except as modified hereinafter. Such charges apply in addition to, and not in lieu of, Installation Charges or Construction Charges associated with unusual costs incurred to establish service.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, to add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday - Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

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SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.1 General (Cont'd)

- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Service Charges may be required to be paid at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
 - 1. moves or changes required for normal maintenance and repair of the Company's service;
 - 2. change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service;
 - 3. an upgrade or regrade of service for Company reasons;
 - 4. the connection of telephone sets or other terminal equipment when no line connection or central office access work is required;
 - 5. telephone number changes for Company reasons;
 - 6. the reestablishment of service at any location within the same exchange after the destruction or partial destruction of the Customer's premise by means beyond the control of the Customer, if service is established at a new location and the Customer later moves back to the old location, Service Charges will apply in connection with reestablishment of service at the old location;
 - 7. when existing Customers disconnect their Local Exchange Access Service;
 - 8. blocking access to 900 Service
 - 9. specific instances addressed in Section 6 of this Tariff.

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SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.2 Specific Application of Service Charges

A. Service Charges

1. Service Charges are applicable:

- a. for requests to establish an account for initial connection of service;
- b. for connection of additional local exchange access lines, private lines or detached access lines to an established service;
- c. for changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service;
- d. for restoration of service disconnected for non-payment of telephone bills;
- e. for subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service;
- f. for service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order;
- g. for additions, moves or changes of lines in the same building or in different buildings on the same premise;
- h. for each telephone number changed at the Customer's request, including number changes to provide trunk hunting, no charge is applicable for a number change initiated by the Company;
- i. for changes to a directory listing if a Customer requests this change more than once in a calendar year;
- j. when two (2) or more segments of a local private line or detached access line are bridged in the central office, in this event, a Service Charge will apply for each segment of the affected line.

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SERVICE CHARGES

5.2 APPLICATION OF CHARGES (Cont'd)

5.2.2 Specific Application of Charges (Cont'd)

B. Customer Premise Visit Charge

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. Only one (1) Premise Visit Charge will apply in connection with the same Service Order. Except when more than one (1) trip to the Customer's or Applicant's premise is necessary for Company reasons, the charge will apply if additional trips are necessitated by a Customer or an Applicant request.
3. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to arrange for the connection of or change to Customer-provided equipment.
4. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

5.3 SCHEDULE OF SERVICE CHARGES

	<u>Business</u>	<u>Residence</u>
A. Service Charges:		
1. For connecting new or additional central office lines, per Service Order	See Rate Sheet	See Rate Sheet
2. For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines, per Service Order	See Rate Sheet	See Rate Sheet
B. Move and Change Charge:		
1. See Rate Sheet. For rearrangement of drop wire and/or protector, a Service Charge and Premise Visit Charge as specified elsewhere shall apply.		

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SERVICE CHARGES

5.4 TERMINATION CHARGE

When a Customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

5.5 PREMISE VISIT CHARGE

5.5.1 General

When a Customer trouble report requires a visit to the Customer premise by a Company repairman and it is found that the trouble is in the Customer-provided equipment, a non-recurring Premise Visit Charge will apply whether or not the Customer-provided equipment or inside wiring is legally connected to the facilities of the Company in accordance with the provisions of Section 9 of this Tariff. The Premise Visit Charge is also applicable when an employee is dispatched to a designated location to complete a Customer service request for the installation, move or change of service or equipment.

5.5.2 Rates and Charges

a. See Rate Sheet.

5.6 RETURNED CHECK CHARGE

5.6.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business.

5.6.2 Rates and Charges

For the Service Charge per occurrence, see the Rate Sheet. Additionally, any other charges assessed to the Company by the financial institution will be applied to each check returned due to insufficient funds.

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SERVICE CHARGES

5.7 RESTORATION OF SERVICE CHARGE

5.7.1 General

When service is temporarily suspended for non-payment of charges and the service will be restored upon payment of past-due charges, as discussed in Section 4 of this Tariff. In addition, a Restoration of Service Charge will be applied.

5.7.2 Rates and Charges

See Rate Sheet.

5.8 PIC / LPIC CHANGE CHARGE

5.8.1 General

If a customer elects to change the Primary Interexchange Carrier (PIC) and/or Local Primary Interexchange Carrier (LPIC) selection a PIC/LPIC Change Charge will apply for each line changed. This charge does not apply to new service orders in which a customer initially makes his/her PIC/LPIC selection.

5.8.2 Rates and Charges

See Rate Sheet.

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BASIC LOCAL EXCHANGE SERVICE

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BASIC LOCAL EXCHANGE SERVICE

6.1 LOCAL EXCHANGE RATES

6.1.1 General

Basic Local Exchange Service is provided by means of station, wire, switching and other facilities, plant and equipment to enable the establishment of telephone communications between stations in the same or different serving area at monthly rates as set forth below. The facilities, plant and equipment used to provide Basic Local Exchange Service are also used in the furnishing of toll telephone services at rates applicable for such services.

6.1.2 A. Base Rates	Residential	Business
1-PARTY	See Rate Sheet	See Rate Sheet

B. Residential Bundle Discount

KNOLOGY is a Broadband Telecommunications Company offering local and long distance phone services along with cable television and high speed internet access. KNOLOGY offers a 5% discount to Residential Customers who currently subscribe to KNOLOGY's cable service. This discount applies to Total Local Service (dial tone and features).

C. Business Bundle Discount

KNOLOGY offers an additional five percent (5%) off of the tariffed One-Party Facilities-Based Line rate for Business customers which choose KNOLOGY as their primary interexchange carrier. This discount applies only to the tariffed line rate.

6.1.3 Local Calling Areas

<u>Exchange</u>	<u>Local Calling Area</u>
TO BE DETERMINED	

6.1.4 Rate Groups

For the purposes of this Tariff, the rate groups are defined as follows:

TO BE DETERMINED

6.1.5 Telecommunications Relay Service Surcharge

The Company is charging a surcharge for Telecommunications Relay Service

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BASIC LOCAL EXCHANGE SERVICE

6.1 LOCAL EXCHANGE RATES (Continued)

6.1.5 Telecommunications Relay Service Surcharge (Continued)

which is reflected in the Customer's total bill as ordered by the Kentucky Public Service Commission. The Company concurs with the Telecommunications Relay Service rates, rules, and regulations filed with the Kentucky Public Service Commission, together with any amendments or successive issues thereof, and makes itself a party to such rates, rules, and regulations. Messages are rated from the rate center of the calling party to the rate center of the called party.

6.2 ROTARY SERVICE

6.2.1 General

Rotary or Hunting Service is a central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

6.2.2 Rates

See Section 13.

6.3 INTRALATA CALLING PLANS

6.3 General

In resale situations the Company will provide the Customer with the same IntraLATA calling plan that the Customer received as a customer of the Incumbent Local Exchange Carrier (ILEC). The rates for the calling plans offered by the Company will match the plans being offered by the ILEC.

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS

7.1.1 Provision of Directory Listings

- A. For each Customer of Company provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Company in the area at no additional charge.
- B. At a Customer's option, the Company will arrange for additional listings at the rates set forth in this Tariff. See Rate Sheet.
- C. Listings are regularly provided in connection with all classes of exchange service unless the Customer subscribes to Non-Published Number Service.
- D. Directory listings are provided to aid in the use of telephone service through the identification of Customers' telephone numbers.
- E. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- F. Non-published Telephone Number Service is provided by the Company. This is a type of service where the Customer's telephone number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.

7.1.2 Primary Directory Listings

- A. Number of Listings Provided Without Charge

Except as provided in this Tariff, one (1) primary listing is provided without extra charge for each main service or for the first number in a group, when two (2) or more main station lines are consecutively operated.

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.3 Additional Directory Listings

- A. The regular extra listing rates and conditions apply to each regular or special type of additional listing ordered by the Customer.
- B. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
- C. Additional listing charges are automatically discontinued upon termination of the main service.
- D. Additional listings will have the same address as the primary listing. When, in the opinion of the Company, it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, exceptions may be allowed.

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.4 Non-Published Telephone Number Service

- A. Non-Published Telephone Number Service provides for the omission or deletion of a Customer's telephone number listing from the directory(ies).
- B. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such telephone number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Telephone Number Service.
- C. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a non-published telephone number in the telephone directory, or disclosing of such telephone number to any person.

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.4 Non-Published Telephone Number Service (Cont'd)

- D. The rate for Non-Published Telephone Number Service does not apply to:
1. additional service furnished to the same Customer who has other service listed in the directory at the same address.
 2. a Customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the Customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.
 3. service which is installed for a temporary period.
- E. A Customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Telephone Number Service to the extent that the Customer's name, telephone number and the address associated with the service location are furnished to the E911 Service administrator, E911 Public Safety Answering Point (PSAP) or E911 Service database.

7.1.5 Non-listed Telephone Number Service

- A. A non-listed telephone number is one for which no listing appears in the alphabetical section of the directory. The number is listed in the information records and is given out upon request.
- B. A Service Connection Charge, as stated in Section 5.3 of this Tariff, applies to the establishment or change of non-listed telephone numbers.

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.6 Liability For Directory Listing Service

- A. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The Customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such error, omissions, or other failures.
- B. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
- C. In accepting listings as prescribed by Applicants or Customers, the Company will not assume liability for the result of their publication in the directory nor will the Company be a party to controversies arising between Customers or others as a result of listings published in the directory.

7.1.7 Rates and Charges

A. Recurring Monthly Rate

Primary Service Listing	No Charge
Additional Listings	See Rate Sheet
Non-Published Telephone Number Service	See Rate Sheet
Non-Listed Telephone Number Service	See Rate Sheet

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DIRECTORY PUBLICATION AND USE

7.1 DIRECTORY LISTINGS (Cont'd)

7.1.7 Rates and Charges (Cont'd)

B. Service Charges

1. See Section 5 of this Tariff for applicable Service Charges. A Secondary Service Charge applies for additions or changes in directory listings. For all orders to establish or change non-published telephone numbers a Service and Central Office Line Connection Charge applies.
2. When directory listings are ordered at the same time as the initial installation of local access line service no additional Service Charges will be applied for the directory listing(s).

7.2 PROVISION AND OWNERSHIP OF DIRECTORIES

- A. One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.
- B. Telephone directories shall be issued approximately every twelve (12) months. The Company provides directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its Customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions is addressed in Section 7.1.5 of this Tariff.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.1 CUSTOM CALLING SERVICES

8.1.1 General

A. Description of Features

1. Call Forwarding

Call Forwarding enables a station user to divert all incoming calls to another directory number. Call Forwarding is activated by first dialing a code, then the telephone number to which calls are transferred. Activation, deactivation and the forward-to destination are controlled by the station user. While in the active state, a reminder tone is generated to the line with the Call Forwarding Service as each call is transferred.

2. Call Waiting

Call Waiting provides a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered. The station user may answer the waiting call by hanging up or hitting the switch hook.

3. Cancel Call Waiting

Cancel Call Waiting allows a station user, on a per-call basis, to deactivate Call Waiting by dialing an access code.

4. Call Forwarding – Remote Access

Call Forwarding – Remote Access allows Customers to activate their call forwarding feature from locations other than their base telephone to make forwarding changes.

5. Three-Way Calling

Three-Way Calling allows a station user to add a third (3rd) party to the existing call, enabling a simultaneous conference between parties at multiple locations. If multiple parties of the conversation subscribe to this service, each may establish an additional line, to a maximum of six (6) lines.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.1 CUSTOM CALLING SERVICES (Cont'd)

8.1.2 General (Cont'd)

B. Description of Features (Cont'd)

6. Speed Calling

Speed Calling enables a station user to call a list of up to eight (8) preselected directory numbers by dialing one (1) digit codes instead of the directory numbers.

7. Smart Choice

Includes the following features:

Anonymous Call Rejection, Automatic Callback, Automatic Recall, Call Block, Call Forwarding, Call Forwarding Don't Answer, Call Forwarding Busy line, Call Forwarding Remote Access, Call Waiting with Cancel, Deluxe Caller ID, Distinctive Ringing, Intelli-Ring, Selective Call Acceptance, Selective Call Forwarding, Selective Call Rejection, Speed Calling, Three Way Calling and Voice Mail.

8.1.2 Rates and Pricing

See Rate Sheet for Feature Pricing

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.2 LOCAL DIRECTORY ASSISTANCE SERVICE

8.2.1 General

- A. Local Directory Assistance Service is furnished to Customers who request assistance in determining directory information.
- B. No charge applies to visually handicapped or physically handicapped individuals who present a certificate signed by a physician or issued by an agency recognized by the State of Kentucky as having the authority to certify the existence of such handicaps.
- C. Charges for directory assistance are not applicable to calls placed from public or semi-public pay stations, or from hospitals and hotel guest room.
- D. No credit will be given for requested listings that are nonpublished or nonlisted. No credit will be given for requested listings that are not found in the Company's directory assistance records.

8.2.2 Rates and Charges

- A. Rates
See Rate Sheet.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 TOLL RESTRICTION SERVICE

8.3.1 General

- A. Toll Restriction Service is an optional service that prevents the origination of unauthorized toll calls from a Customer's line, by means of blocking at the Company's central office.
- B. This arrangement denies all outgoing calls starting with the digit "1" or "0".
- C. All local calls will be permitted from the Customer's line.
- D. All local calls to directory assistance will be permitted, except those that require 1+ or 0+ dialing.
- E. This service will not block all toll calls a Customer might make or receive, such as collect calls and/or long distance calls placed by dialing digits other than "1" (i.e., 976, if available).
- F. The Customer accepts full responsibility for denial of access to the toll network.
- G. The Customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits other than "1" or "0".
- H. The Customer holds the Company harmless from any and all liabilities and/or damages which may be alleged or incurred by the use of toll restriction, acceptance of collect calls, and/or long distance calls placed by dialing digits other than "1" or "0".
- I. This service is available only where facilities permit.

8.3.2 Rates and Charges

- A. The following rates and charges apply in addition to the established rates and charges for each access line with which these features are associated.

Monthly Rate

Per access line:

Toll Restriction allow local & 800

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.3 TOLL RESTRICTION SERVICE (Cont'd)

8.3.2 Rates and Charges (Con't)

B. Service Charges

1. If Toll Restriction Service is ordered at the time of initial installation of local service no additional Service Order Charge will be applied for installation of Toll Restriction Service.

8.4 OPERATOR ASSISTED LOCAL CALLS

8.4.1 Operator Assisted Charges

- A. All types of Local Exchange Service have local calling areas as specified in Section 6 of this Tariff which are the areas that can be called on a flat rate basis (no charge for individual calls) or on a local coin call rate basis.
- B. Local dial call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applicable.
- C. The following Service Charges for operator assisted local calls apply in addition to the local dial rate applicable.
 1. Station-to-Station customer dialed credit card local call
 - a. Each call **Nonrecurring Charge**
See Rate Sheet
 2. Station-to-Station operator assisted sent-paid, collect, third number, and non-customer-dialed credit card calls
 - a. Each call **Nonrecurring Charge**
See Rate Sheet
 3. Person-to-person operator assisted local call
 - a. Each call **Nonrecurring Charge**
See Rate Sheet

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.4 OPERATOR ASSISTED LOCAL CALLS (Cont'd)

8.4.1 Operator Assisted Charges (Cont'd)

- D. Service Charges do not apply for the following Operator Assisted Local Calls:
1. Calls to designated Company numbers for official telephone business;
 2. Emergency calls to recognizable authorized civil agencies; or
 3. Those cases where an operator provides assistance to:
 - a. re-establish a call which has been interrupted after the calling number has been reached;
 - b. reach the calling telephone number where Company-provided facility problems prevent customer dial completion; or
 - c. place a sent-paid call for a calling party who identifies himself/herself as being handicapped and unable to dial the call because of his/her handicap.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.5 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

8.5.1 General

A. Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signal System Seven (SS7). CLASS is furnished only in connection with individual line service exclusive of Semi-public Telephone Service and business line service on which the Customer Premise Equipment (CPE) is a coin operated instrument.

B. Description of Features

1. Anonymous Call Rejection

Anonymous Call Rejection allows a Customer with Calling Number Delivery to block any incoming call which does not come through with an identifiable name or number

2. Automatic Call Back

Automatic Call Back is an ongoing call management feature which will enable the Customer to have the system redial the last number called from his/her station. This will apply regardless of whether the original call was answered, unanswered, or encountered a busy tone. The system will monitor the calling and called lines and will attempt to connect the call for up to thirty (30) minutes. The activation of this feature can be canceled by the Customer when desired

3. Automatic Recall

Automatic Recall is an incoming call management feature which will enable a Customer to have a call setup performed automatically to the calling party of the last incoming call. This will apply whether the incoming call was answered, unanswered, or encountered a busy tone. This feature is available with level one or level two activation. At level two, the Customer can receive an announcement stating the directory number of the last incoming call before the call set-up is completed. This will allow the Customer to decide if he/she wishes to proceed with the call or to drop the request.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.5 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Cont'd)

8.5.1 General (Cont'd)

B. Description of Features (Cont'd)

4. Calling Number Delivery (Caller ID)

Calling Number Delivery (Caller ID) will enable the Customer to receive the time, the date and the calling number on an incoming call. The number will be delivered to the called party's CPE in the interval between the first (1st) and second (2nd) ring. The calling number will remain for the duration of the call and can be viewed from the display of the CPE.

5. Calling Name and Number Delivery

Calling Name and Number Delivery will enable the Customer to receive the name of the caller, the time, the date and the calling number on an incoming call. The number will be delivered to the called party's CPE in the interval between the first (1st) and second (2nd) ring. The displayed name is the name associated with the calling party number.

6. Calling Number Delivery Blocking

Calling Number Delivery Blocking will allow the calling party to suppress a directory number such that the called party with Calling Number Delivery does not receive the information. The called party will receive a "private" message instead of the calling party's directory number. To activate this feature, there must be a two (2) digit code for touch tone, and four (4) digit for rotary dialed prior to placing a call. Calling Number Delivery Blocking on a per line basis is also available. This feature blocks Calling Number Delivery on all calls without the necessity of dialing a code with each call.

7. Customer-Originated Trace

Customer-Originated Trace allows the Customer to initiate a trace on the last incoming call. The results of the trace will not be provided directly to the Customer initiating the trace. The trace log will be printed at the Telephone Company or at some designated law enforcement agency premise. The Customer will contact this agency to determine further action to be taken. The Customer with

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.5 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Cont'd)

8.5.1 General (Cont'd)

B. Description of Features (Cont'd)

7. Customer-Originated Trace (Continued)

this feature assigned as a station option will dial an activation code to activate the feature. The call will be traced automatically, and the originating directory number and the time the call was made will be forwarded to the predetermined location.

8. Distinctive Ringing

Distinctive Ringing is an incoming call management feature which will allow the Customer to define directory numbers that will provide the Customer with special incoming call treatment. Any incoming calls on this list will be indicated by a distinctive ringing pattern or a distinctive Call Waiting tone, if applicable. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will be given standard treatment.

9. Selective Call Acceptance

Selective Call Acceptance will allow Customers to define a list of calling directory numbers that will be accepted. Any calling numbers not on that list will be routed to announcements and rejected. The calling party not on the acceptance list will receive an announcement stating that the call is not presently being accepted by the called party. Customers can review and change the list of accepted directory numbers as desired.

10. Selective Call Forwarding

Selective Call Forwarding will allow the Customer to have certain terminating calls forwarded to a designated remote station. The activity will occur whenever a call is received from a telephone number which has been indicated on a list of numbers, referred to as the Selective Call Forwarding screening list. Terminating calls from telephone numbers which cannot be identified or have not been indicated on the list will be given standard terminating treatment.

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MISCELLANEOUS SERVICE ARRANGEMENTS

8.5 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Cont'd)

8.5.1 General (Cont'd)

B. Description of Features (Cont'd)

11. Selective Call Rejection

Selective Call Rejection will allow the Customers to define a list of, at a maximum of six (6), directory numbers to be screened. Any calling numbers on this list will be routed to announcements and rejected. All other calls will be treated normally. The calling party on the rejection list will receive an announcement stating the call is not presently being accepted by the called party.

12. Intelli-Ring

Intelli-Ring service will allow a Customer to have up to two telephone numbers with a single line. Customers subscribing to this service will be able to receive a call dialed to two separate telephone numbers without having a second line. A distinctive ringing pattern will be provided for each of the additional telephone numbers to facilitate identification of incoming calls. A distinctive call waiting tone for each additional telephone number will be provided, where facilities permit, to customers subscribing to call waiting service.

13. Call Forward – Busy Line (Not included in Smart Choice)

This feature provides for calls terminating to a subscriber's busy telephone number to be forwarded to another telephone number on a premises other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.

14. Call Forward – Don't Answer (Not included in Smart Choice)

This feature provides for calls terminating to a subscriber's idle telephone number to be forwarded, after a customer-preselected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via service order.

8.5.2 Rates and Charges

Rates and Charges for CLASS Features..... See Rate Sheet



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MISCELLANEOUS SERVICE ARRANGEMENTS

8.6 PRIVATE BRANCH EXCHANGE (PBX) SERVICE

8.6.1 General

Private Branch Exchange (PBX) service provides an arrangement of switching equipment and stations for intercommunicating among the stations and for connections through the local and long distance telephone network to other subscribers.

PBX trunk line rates apply to all central office lines terminated in PBX switching equipment, Automatic Call Distributors, a common group of pooled lines connected to customers' equipment and to other such services as specifically covered in this Tariff.

8.6.2 Rates

See Rate Sheet for Rates and Charges

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

9.1 SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION

9.1.1 General

- A. Facilities of the Company may, at the Company's discretion, be extended in accordance with the provisions of this Section. Special Charges may be applied in addition to the Usual Service Connection Charges and monthly rates. Special Charges apply primarily when unusual investment or expense will be incurred by the Company, such as when:
 - 1. conditions require, or the Customer requests the provision of special equipment, unusual or non-standard methods of plant construction, installation or maintenance or a move of Company facilities;
 - 2. the Customer's location requires the use of costly private right-of-way; or
 - 3. the proposed service is of a temporary nature and the plant to be used for such service would not all be of value to the Company in the general conduct of its business upon discontinuance of that service.
- B. The Company will retain title to all plant constructed, as specified within this Tariff, whether provided wholly or partially at a Customer's expense.
- C. The Customer is required to pay all Construction Charges made by another Telephone Company providing facilities connecting with the facilities of the Company.
- D. Applicants may be required to make nonrefundable advance payments to cover all or a portion of the excess Construction Charges for Exchange Service or Special Service Arrangements when in the opinion of the Company there is evidence of credit risk. A cash deposit may also be required as discussed under Section 4 of this Tariff.
- E. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this Section, the Customer shall pay the Company's cost for such attachments.
- F. Line extensions and special service arrangements are further subject to the regulations specified in the Tariffs of this Company.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

9.1 SPECIAL CHARGES FOR TEMPORARY, SPECULATIVE OR UNUSUAL CONSTRUCTION (Cont'd)

9.1.2 Application of Special Charges

- A. Temporary Construction - The Customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.
- B. Power Requirements for Radio Service - At the Company's discretion, Radio Service may be used to provide the Customer's telephone service. If telephone service will be provided by radio equipment, the Customer will be responsible for ensuring that AC power is available to the Company for connection at the primary service location. The Customer will be responsible for any and all Installation and Monthly Charges incurred for the provision of such power.

If natural or man-made obstructions, in or around the primary service location, would prevent or interfere with the accurate reception and operation of the radio equipment, the Company will pay for the construction of additional power facilities to a suitable alternate radio location. The Company will be responsible for reasonable construction costs; however, the Customer will be responsible for upkeep and payment of any Monthly Power Charges incurred at the primary residence and alternate power locations.

9.2 SPECIAL CONSTRUCTION

9.2.1 Private Property

- A. An average amount of entrance and distribution facilities will be furnished by the Company provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- B. The Applicant may be required to pay the costs over and above those applicable for a normal installation:

If additional entrance or distribution facilities are required; if the conditions are such as to require special facilities, maintenance or methods of construction; if the installation is for a temporary or semi-permanent purpose; or if for any other reason the construction costs are excessive as compared with the revenue to be derived.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

9.2 SPECIAL CONSTRUCTION (Cont'd)

9.2.1 Private Property (Cont'd)

- C. The Customer will provide the Company upon request and without charge written permission for the placing of the Company's facilities on the property.

9.2.2 Underground Service Connections

- A. When Customers request underground service connections instead of aerial drop wires which would ordinarily be used to reach the Customer's premise, or when aerial facilities are used to provide service or channels to a Customer and the Customer subsequently requests that such facilities be placed underground, the following regulations apply:
1. Where cable is to be placed in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company;
 2. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;
 3. Where cable is laid in a trench at the Customer's request, the trench shall be constructed and back filled under the Company's supervision and by or at the Customer's expense;
 4. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit has been inspected in place by the Company and approved, but repairs or replacements of cable in the conduit or trench made necessary by damage caused by the Customer or his representatives will be made only at the Customer's expense;
 5. Where facilities are changed from aerial to buried or underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities;
 6. Except as otherwise provided herein, the regulations in this Tariff contemplate that the type of construction required to provide the quantity and class of service involved will be determined by the Company. The Applicant may be required to pay additional costs involved where a different type of construction than that proposed by the Company is desired; and

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

9.2 SPECIAL CONSTRUCTION (Cont'd)

9.2.2 Underground Service Connections (Cont'd)

A. (Cont'd)

7. When a special type of construction other than those covered preceding is desired by the Customer or when the individual requirements of a particular situation make the construction unusually expensive, the Customer is required to bear the excess cost of such construction. Any special maintenance expense that may from time to time occur will be borne by the Customer except that maintenance of buried service wire, including associated trenching where required, will be at the expense of the Company.

9.3 SPECIAL SERVICE ARRANGEMENTS

9.3.1 General

- A. If the requirements of Customers cannot be met with the regularly offered service arrangements, Special Service Arrangements may be furnished by the Company, where practical, at charges equivalent to the estimated cost of such equipment and arrangements provided it is not detrimental to any of the services furnished under the Company's Tariffs.

9.3.2 Computation of Rates and Charges

- A. Rates for Special Service Arrangements are equivalent to the estimated costs of furnishing the Special Service Arrangement.
- B. Estimated cost consists of an estimate of the total cost to the Company in providing the Special Service Arrangement including:
 1. cost of maintenance;
 2. cost of operation;
 3. depreciation on the estimated installed cost of any facilities used to provide the Special Service Arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 4. general administration expenses, including taxes on the basis of average charges for these items;

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

9.3 SPECIAL SERVICE ARRANGEMENTS

9.3.2 Computation of Rates and Charges (Cont'd)

5. any other item of expense associated with the particular Special Service Arrangement; and
 6. an amount, computed on the estimated cost installed of the facilities used to provide the Special Service Arrangement, for return on investment.
- C. Estimated installed cost mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.
- D. Special Service Arrangement rates are subject to review and revision conditioned upon changing costs.
- E. At such time as a Special Service Arrangement becomes a Tariff offering, the Tariff rate or rates will apply from the date of Tariff approval.
- F. The following rate treatments may be used in connection with charges for Special Service Arrangements.
1. Monthly rental and termination agreement with or without an Installation Charge.
 2. Monthly rental with or without an Installation Charge.
 3. Installation Charge only.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.1 CONNECTION ON CUSTOMER PREMISE

10.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in this Tariff.

10.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with telecommunications services, the responsibility of the Company shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.
- C. The Company may make changes in its telecommunications service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with telecommunications service, require modification or alteration of such premise equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

10.1.2 Responsibility of the Company (Cont'd)

- D. The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

10.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

10.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
1. The safety of Company employees or the public cannot be endangered.
 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 3. No interference with the proper functioning of Company equipment or facilities.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

10.1.4 Responsibility of the Customer (Cont'd)

B. (Cont'd)

4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.

C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.

D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

10.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for telecommunications service through connecting equipment furnished by the Company.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

10.1.6 Connections of Registered Equipment

- A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Tariff.

All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

- B. Premise Wiring Associated With Registered Communications Systems

1. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
2. Unprotected premise wiring is all other premise wiring.

Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.1 CONNECTION ON CUSTOMER PREMISE (Cont'd)

10.1.6 Connections of Registered Equipment (Cont'd)

3. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
 - a. information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely;
 - b. a failure has occurred during acceptance testing for imbalance; or
 - c. harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
4. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premise wiring installations as set forth in Part 68 of the FCC Rules.

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. the connection is required in the interest of national defense and security;
2. the equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
3. the work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

10.2.1 General

- A. Telecommunications services are not represented as adapted to the recording of two (2) way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services as follows:
1. a distinctive recorder tone that is repeated at intervals of approximately fifteen (15) seconds is required when recording equipment is in use and is connected with services of the Company; or
 2. all parties to the telephone conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of, and obtained at the start of the recording.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. A broadcast licensee shall be exempt from the above recording requirements provided at least one (1) of the following requirements is met:
- (a) the licensee informs each party to the call of its intent to broadcast the conversation;
 - (b) each party to the call is aware of the licensee's intent to broadcast the call; or
 - (c) such awareness of the licensee's intent to broadcast the call may be reasonably imputed to the party.
- D. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.

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CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

10.3 SERVICE CHARGES

10.3.1 Maintenance Service Charge

If a Company employee makes a repair visit to the Customer's premise where it is determined that the service difficulty results from the terminal equipment, inside wiring or a communications system, the Customer shall be responsible for payment of a Maintenance Service Charge as shown in Section 5 of this Tariff.

10.3.2 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided for in the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

10.3.3 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

10.3.4 Damages to Facilities

Customers providing their own premise equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

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11.1 RATE SHEET

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<u>Item</u>	<u>Tariff Reference</u>	<u>Rate</u>
Connection, New Service, Residential, First Line	5.3.A.1	\$ 20.00
Connection, New Service, Residential, Second Line	5.3.A.1	\$ 10.00
Connection, New Service, Business, First Line	5.3.A.1	\$ 30.00
Connection, New Service, Business, Second Line	5.3.A.1	\$ 15.00
Additional Line, Residential	6.1.2	\$ 11.50
Additional Line, Business	6.1.2	\$ 27.44
Service Move or Change, Residential	5.3.A.2	\$ 8.00
Service Move or Change, Business	5.3.A.2	\$ 15.00
Termination Charge - Business (per line charge)	5.4	\$ 100.00
Premise Visit Charge	5.5.2.A	\$ 45.00
Returned Check Charge	5.6.2	\$ 20.00
Service Restoration, Residential	5.7.2	\$ 20.00
Service Restoration, Business	5.7.2	\$ 50.00
PIC/LPIC Change Charge - Residential	5.8.2	\$ 1.50
PIC/LPIC Change Charge - Business	5.8.2	\$ 1.50
1-Party Service, Residential	6.1.2	\$ 13.20
Subscriber Line Charge (SLC) Charge - Residential	4.6.4.A.3	\$ 3.50
1-Party Service, Business	6.1.2	\$ 27.44
Subscriber Line Charge (SLC) Charge - Business	4.6.4.A.3	\$ 7.85
Rotary Service, Residential	6.3.2	\$ 5.00
Rotary Service, Business	6.3.2	\$ 5.00
Additional Alpha Listing, Residential	7.1.7.A	\$ 1.05
Additional Alpha Listing, Business	7.1.7.A	\$ 1.55
Foreign Directory Listing, Residential	7.1.7.A	\$ 1.05
Foreign Directory Listing, Business	7.1.7.A	\$ 1.55
Non-Listed telephone Number, Residential	7.1.7.A	\$ 1.30
Non-Listed telephone Number, Business	7.1.7.A	\$ 1.30
Non-Published Number, Residential	7.1.7.A	\$ 2.50
Non-Published Number, Business	7.1.7.A	\$ 2.50
<u>Custom Calling Features / CLASS</u>		
Anonymous Call Rejection - Residential	8.5.1.B.1	\$ 3.00
Anonymous Call Rejection - Business	8.5.1.B.1	\$ 4.00
Automatic Call Back - Residential	8.5.1.B.2	\$ 3.00
Automatic Call Back - Business	8.5.1.B.2	\$ 4.00
Automatic Recall - Residential	8.5.1.B.3	\$ 3.00
Automatic Recall - Business	8.5.1.B.3	\$ 4.00
Call Forwarding - Residential	8.1.1.A.1	\$ 3.00
Call Forwarding - Business	8.1.1.A.1	\$ 4.00
Distinctive Ringing - Residential	8.5.1.B.8	\$ 3.00
Distinctive Ringing - Business	8.5.1.B.8	\$ 4.00
Selective Call Acceptance - Residential	8.5.1.B.9	\$ 3.00
Selective Call Acceptance - Business	8.5.1.B.9	\$ 4.00
Selective Call Forwarding - Residential	8.5.1.B.10	\$ 3.00
Selective Call Forwarding - Business	8.5.1.B.10	\$ 4.00
Selective Call Rejection - Residential	8.5.1.B.11	\$ 3.00
Selective Call Rejection - Business	8.5.1.B.11	\$ 4.00
Intelli-Ring - Residence	8.5.1.B.12	\$ 3.00
Intelli-Ring - Business	8.5.1.B.12	\$ 6.00
Speed Calling (8) - Residential	8.1.1.A.6	\$ 3.00
Speed Calling (8) - Business	8.1.1.A.6	\$ 4.00
Three-Way Calling - Residential	8.1.1.A.5	\$ 3.00
Three-Way Calling - Business	8.1.1.A.5	\$ 4.00

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<u>Item</u>	<u>Tariff Reference</u>	<u>Rate</u>
Calling Number Identification - Residential	8.5.1.B.4	\$ 5.00
Calling Number Identification - Business	8.5.1.B.4	\$ 8.00
Calling Name & Number Identification - Residential	8.5.1.B.5	\$ 6.00
Calling Name & Number Identification - Business	8.5.1.B.5	\$ 9.00
Call Waiting with Cancel Call Waiting - Residential	8.1.1.B.3	\$ 3.00
Call Waiting with Cancel Call Waiting - Business	8.1.1.B.3	\$ 3.50
Voice Mail - Residential		\$ 5.00
Voice Mail - Business		\$ 7.00
Residential Smart Choice	8.1.1.B.7	\$ 20.00
Call Forwarding - Remote Access - Residential	8.1.1.A.4	\$ 5.00
Call Forwarding - Remote Access - Business	8.1.1.A.4	\$ 7.50
Call Forwarding - Busy Line - Residential	8.5.1.B.13	\$ 1.00
Call Forwarding - Busy Line - Business	8.5.1.B.13	\$ 3.50
Call Forwarding - Don't Answer - Residential	8.5.1.B.14	\$ 1.00
Call Forwarding - Don't Answer - Business	8.5.1.B.14	\$ 3.50
Local Directory Assistance Calls	8.2.1	\$ 0.50
Toll Restriction	8.3.1	Free
Station to Station customer dialed local credit card call	8.4.1.C.1	\$ 1.15
Station to station operator assisted local call	8.4.1.C.2	\$ 1.15
Person to person operator assisted local call	8.4.1.C.3	\$ 3.40
 <u>Business PBX Trunk Service</u>		
Inward Only	8.6.2	\$ 65.50
Both-way or Outward Only	8.6.2	\$ 65.50
DID Trunk	8.6.2	\$ 65.50
DID Combination	8.6.2	\$ 127.01

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