

Cline, Jeff D (PSC)

From: Kathy Yakel
Sent: Thursday, April 20, 2017 10:09 AM
To: Cline, Jeff D (PSC)
Cc: Mark Lammert
Subject: FW: FW: Nexus Communications, Inc. - Past Due CLEC, Long Distance and Cellular Utility's 2016 Gross Reports - Due March 31, 2017
Attachments: 1- KY Wireline Relinq Feb 9 2015.pdf; 2 - KY Wireless Relinq Apr 5 2016.pdf; Nexus KY Withdrawal filed as of 12-22-2016.pdf; Nexus KY Withdrawal recorded as of 12-27-2016.pdf

Jeff,

Per our phone conversation attached are all the granting orders that show that Nexus Communications has withdrawn from the Public Utility Commission and the KY SOS.

1- KY Wireline order Granted Feb 9 2015

2- KY Wireless Order Granted Apr 5 2016

Please let Mark & myself know if this is correct or what we would need to do to get all of this wrapped up.

Is was great talking with you.

Thanks,

Kathy



Kathy Yakel
Director of FCC and PUC/State USF Reporting and Treasury Management
242 Rangeline Road
Longwood, FL 32750
Phone 407-260-1011
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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

REQUEST OF NEXUS COMMUNICATIONS, INC.)
TO RELINQUISH WIRELINE ELIGIBLE)
TELECOMMUNICATIONS CARRIER) Case No. 2015-00016
DESIGNATION AND DISCONTINUE WIRELINE)
SERVICES)

ORDER

On August 29, 2006 the Commission granted the request of Nexus Communications, Inc. dba TSI ("Nexus") for designation as an Eligible Telecommunications Carrier ("ETC").¹ Nexus was authorized to receive high-cost support and low-income support for the purpose of providing Lifeline service. On January 13, 2015, Nexus submitted a petition to the Commission for relinquishment of its ETC status in Kentucky and to discontinue the provision of wireline local exchange and interexchange services to both Lifeline and non-Lifeline customers.

Nexus is a facilities-based wireline provider and a reseller of services of Cincinnati Bell Telephone, Inc. ("Cincinnati Bell"). Nexus had nine subscribers in Kentucky at the time of the petition.² Nexus has committed to providing notice to its customers that it will no longer provide Lifeline service and that customers should seek a new provider of service.³

¹ Case No. 2005-00474, *In the Matter of Petition of Nexus Communications, Inc. for Designation as a Competitive Eligible Telecommunications Carrier Pursuant to Section 214(e) of the Telecommunications Act of 1996* (Ky. PSC Aug. 29, 2006).

² Application at 1.

³ *Id.* at 2-3.

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COMMISSION
OF KENTUCKY

Under 47 U.S.C. § 214(e)(4), a State commission shall permit a carrier to relinquish its ETC designation in any area served by more than one ETC. Therefore, Cincinnati Bell, Nexus's underlying carrier, is designated as an ETC, and the Commission is aware that it also serves as an underlying carrier for several utilities designated as ETCs. Because other ETCs currently serve the entire area in which Nexus is designated an ETC in Kentucky, notice need not be provided to those carriers to permit them to purchase or construct facilities to ensure that customers will continue to receive service.

47 U.S.C. § 214 (e)(4) states in part:

A state commission . . . shall permit an eligible telecommunications carrier to relinquish its designation as such a carrier in any area served by more than one eligible telecommunications carrier. An eligible telecommunications carrier that seeks to relinquish its eligible telecommunications carrier designation for an area served by more than one eligible telecommunications carrier shall give advance notice to the State commission . . . of such relinquishment. Prior to permitting a telecommunications carrier designated as an eligible telecommunications carrier to cease providing universal service in an area served by more than one eligible telecommunications carrier, the State commission . . . shall require the remaining eligible telecommunications carrier or carriers to ensure that all customers served by the relinquishing carrier will continue to be served, and shall require sufficient notice to permit the purchase or construction of adequate facilities by any remaining eligible telecommunications carrier. The State commission . . . shall establish a time, not to exceed one year after the State commission . . . approves such relinquishment under this paragraph, within which such purchase or construction shall be completed.

Based on the evidence and having been sufficiently advised, the Commission finds that, pursuant to 47 U.S.C. § 214(e)(4), there is more than one ETC in the area of

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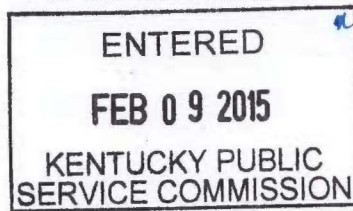
5/1/2017

relinquishment, and those carriers have sufficient facilities for the provision of service. The Commission also finds that Nexus has provided sufficient notice to its customers to enable those customers to seek alternative service providers.

IT IS THEREFORE ORDERED that:

1. Nexus's request to withdraw as an ETC is granted.
2. This case is now closed and removed from the Commission's docket.

For the Commission



ATTEST:



Executive Director

Case No. 2015-00016

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PUBLIC SERVICE
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OF KENTUCKY

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

REQUEST OF NEXUS COMMUNICATIONS, INC.,)	
TO RELINQUISH ELIGIBLE)	CASE NO.
TELECOMMUNICATIONS CARRIER)	2016-00123
DESIGNATION)	

ORDER

On May 16, 2013, the Commission granted the request of Nexus Communications, Inc. d/b/a ReachOut Wireless ("Nexus") for designation as an Eligible Telecommunications Carrier ("ETC").¹ Nexus was authorized to receive both federal and Kentucky low-income support for the purpose of providing Lifeline service to wireless customers. On March 18, 2016, Nexus petitioned the Commission pursuant to 47 U.S.C. § 214(e)(4) for relinquishment of its ETC status in Kentucky ("Petition").

Nexus is a reseller of Commercial Mobile Radio Service, also known as a Mobile Virtual Network Operator, and offers prepaid wireless plans. Nexus currently serves only eight Lifeline subscribers in Kentucky.²

Under 47 U.S.C. § 214(e)(4), a State commission shall permit a carrier to relinquish its ETC designation in any area served by more than one ETC. Following relinquishment of Nexus's ETC designation, there will continue to be several ETCs in

¹ Case No. 2009-00110, *Petition of Nexus Communications, Inc. for Additional Designation as an Eligible Telecommunications Carrier in Kentucky* (Ky. PSC May 16, 2013).

² Petition at 1.



the service area that provide Lifeline plans.³ Because other ETCs currently serve the entire area in which Nexus is designated an ETC in Kentucky, notice need not be provided to those carriers to permit them to purchase or construct facilities to ensure that Nexus's customers will continue to receive service.

Nexus will provide 30 days' written notice by text message to each of its then-current Lifeline customers in Kentucky advising that it will no longer provide Lifeline service. The notices will inform these customers that if they wish to continue to receive Lifeline service, they should contact another provider before April 21, 2016.⁴

47 USC § 214 (e)(4) states in part:

A state commission. . . shall permit an eligible telecommunications carrier to relinquish its designation as such a carrier in any area served by more than one eligible telecommunications carrier. An eligible telecommunications carrier that seeks to relinquish its eligible telecommunications carrier designation for an area served by more than one eligible telecommunications carrier shall give advance notice to the State commission. . . of such relinquishment. Prior to permitting a telecommunications carrier designated as an eligible telecommunications carrier to cease providing universal service in an area served by more than one eligible telecommunications carrier, the State commission. . . shall require the remaining eligible telecommunications carrier or carriers to ensure that all customers served by the relinquishing carrier will continue to be served, and shall require sufficient notice to permit the purchase or construction of adequate facilities by any remaining eligible telecommunications carrier. The State commission. . . shall establish a time, not to exceed one year after the State commission approves such relinquishment under this paragraph, within which such purchase or construction shall be completed.

³ *Id.* at 2.

⁴ *Id.* at 3.



Based on the evidence and having been sufficiently advised, the Commission finds that pursuant to 47 U.S.C. § 214(e)(4), there is more than one ETC in the area of relinquishment, and those carriers have sufficient facilities for the provision of service.

The Commission also finds that the notice Nexus intends to send to its customers is sufficient to enable those customers to seek alternative service providers.

IT IS THEREFORE ORDERED that:

1. Nexus's request to withdraw as an ETC is granted.
2. This case is now closed and removed from the Commission's docket.

By the Commission



ATTEST:


Acting Executive Director

Case No. 2016-00122



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WTH

Alison Lundergan Grimes
Kentucky Secretary of State
Received and Filed:
12/22/2016 11:57 AM
Fee Receipt: \$40.00



COMMONWEALTH OF KENTUCKY
ALISON LUNDERGAN GRIMES, SECRETARY OF STATE

Division of Business Filings
Business Filings
PO Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Certificate of Withdrawal
(Foreign Business Entity)

WFE

Pursuant to the provisions of KRS 14A and KRS 271B, 273, 274, 275, 362 or 386 the undersigned applies for a certificate of withdrawal on behalf of the business entity named below and, for that purpose, submits the following statements:

- The name of the business entity is NEXUS COMMUNICATIONS, INC.
(The name must be identical to the name on record with the Secretary of State.)
- The state or country of formation is Ohio
- The date the business entity was authorized to do business in Kentucky is 05/09/2002

4. The Secretary of State may forward to the business entity at the following street address any process served on the Secretary of State and commits to notify the Secretary of State of any future changes to this address:

3629 Cleveland Avenue, Suite C	Columbus	OH	43224
Street Address (No Post Office Box Numbers)	City	State	Zip Code

- The business entity is not transacting business in the Commonwealth and surrenders its authority to transact business in the Commonwealth.
- The business entity revokes the authority of its registered agent to accept service of process on its behalf and appoints the Secretary of State as its agent for service of process in any proceeding based on a cause of action arising during the time it was authorized to transact business in the Commonwealth. The business entity shall notify the Secretary of State in the future of any change in its mailing address.
- This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The date and/or time is _____
(Delayed effective date and/or time)

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

Steven Fenker
Printed Name

11/15/2016
Date

(01/12)

DOCUMENT NO: 453974
RECORDED: December 27, 2016 01:17:00 PM
TOTAL FEES: \$11.00
COUNTY CLERK: JEFF HANCOCK
DEPUTY CLERK: STARLA HAEBERLIN
COUNTY: FRANKLIN
BOOK: A120 PAGES: 310 - 310

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NEXUS COMMUNICATIONS, INC.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 22 2002

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

**BY Steven Bell
SECRETARY OF THE COMMISSION**

ISSUE DATE:

EFFECTIVE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service for Telecommunications Services furnished by Nexus Communications, Inc., with principle offices at 3629 Cleveland Ave., Suite C, Columbus, OH 43224. This tariff applies for services furnished within the state of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principle place of business.

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ISSUE DATE: November 4, 2008

Steven Fenker, Vice President
Nexus Communications, Inc.
3629 Cleveland Avenue, Suite C, Columbus, OH 43224

EFFECTIVE DATE: November 5, 2008



CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other participating Carriers - None

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 22 2002

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

BY Steven Fenker
SECRETARY OF THE COMMISSION

ISSUE DATE:

EFFECTIVE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

CHECK SHEET

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

<u>Page</u>	<u>Revision</u>
1	First Revised
2	Original
3*	Second Revised
4	First Revised
5	Original
6	First Revised
7	Original
8	First Revised
9	First Revised
10	First Revised
11	Original
12	Original
13	First Revised
14	Original
15	First Revised
16	Original
16.1	Original
17	First
18	Original
19	Original
20	Original
21*	First
21.1*	Original
22*	First
22.1*	Original
22.2*	Original
22.3*	Original
22.4*	Original
23*	First
24*	First
25	Original



TABLE OF CONTENTS

	<u>Sheet</u>
TITLE SHEET	1
CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS	2
CHECK SHEET	3
TABLE OF CONTENTS	4
TARIFF FORMAT	5
EXPLANATION OF SYMBOLS	6
SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS	7
1.1 Definitions	7
SECTION 2 – RULES AND REGULATIONS	8
2.1 Undertaking of Company	8
2.2 Limitations of Service	8
2.3 Use of Service	9
2.4 Liability of the Company	9
2.5 Interruption of Service	11
2.6 Responsibility of the Customer	12
2.7 Availability of Service	12
2.8 Credit Allowances	12
2.9 Deposit	13
2.10 Payment and Billing	13
2.11 Collection Cost	14
2.12 Taxes	14
SECTION 3 – DESCRIPTION OF SERVICES	15
3.1 Computation of Charges	15
3.2 Customer Complaints and/or Billing Disputes	15
3.3 Level of Service	16
3.4 Service Offerings	16
SECTION 4 – RATES AND CHARGES	17
4.1 Basic Local Service	17
4.2 Call Waiting	17
4.3 Caller ID	17
4.4 “3 Way” Calling	17
4.5 Unpublished Number	17
4.6 Transfer	17
4.7 Number Change	17
4.8 Toll Limitation Service	18
4.9 Directory Assistance Rates	18
SECTION 5 – SERVICES CHARGES	19
SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS	21
6.1 – Lifeline	24
6.2 – Link Up	24
SECTION 7 – SPECIAL PROMOTIONS	25



TARIFF FORMAT

A. Sheet Numbering - sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised sheet 14 cancels the third revised sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff sheet in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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

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

JUN 22 2002

PURSUANT TO 807 KAR 5:011.
SECTION 9 (1)BY Steven Fenker
SECRETARY OF THE COMMISSION

ISSUE DATE:

EFFECTIVE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following symbols are the only symbols used for the purposes indicated below:

- (C) To signify changed administrative regulation. (T)
- (D) To signify discontinued rate, administrative regulation or test. |
- (I) To signify increase. |
- (N) To signify new rate and/or test rate. |
- (R) To signify reduction |
- (T) To signify a change in text. (T)



SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS1.1 Definitions

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access.

Company - Nexus Communications, Inc. ("Company"), unless the context indicates otherwise.

Commission - Kentucky Public Service Commission, unless context indicates otherwise.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Dedicated Access - The customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Incumbent Local Exchange Company (ILEC) - Local exchange Carriers that are providing telephone exchange service in an area on the date of the enactment of the Telecommunications Act of 1996 and that are deemed to be members of the exchange Company association.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at the customer place of business.

Resp. Org. - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Service or Services - The services covered by this Tariff shall include only the State of Kentucky.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as tele-printers, telephone, and data sets.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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JUN 29 2002

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

ISSUE DATE:

BY STEVEN FENKER DATE: JUN 29 2002
SECRETARY OF THE COMMISSION

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to local resale telecommunications services provided by Nexus for telecommunications between points within the State of Kentucky. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase services from the Company consistent with all of the provisions of this tariff.

Additionally, Nexus shall be responsible for the marketing practices of its contracted dealers and for their compliance with the Commission's rules. Nexus understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete local telecommunications traffic within the State of Kentucky.

In accordance with contractual agreements with Bell South, Nexus will provide intrastate telecommunication services in all Kentucky exchanges served by Bell South.

2.2 Limitations of Service

2.2.1 Customers or subscribers interested in the Company's services shall provide the Company all the required information during the application process which fully satisfies the Customer and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

2.2.3 The services provided by Nexus are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.

2.2.4 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when use violates the provision of this tariff, or in violation of the law.

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2.3 Use of Service

2.3.1 Nexus's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.3

2.3.2 The use of Nexus's services to make calls which might reasonably be expected to frighten, abuse, torment or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.3.3 The use of Nexus's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.3.4 Nexus's services are available for use 24 hours per day, seven days per week. Nexus does not transmit messages, but the services may be used for that purpose.

2.3.5 Nexus's services may be denied for nonpayment of charges or for other violations of this tariff.

2.3.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.3.7 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.4 Liability of the Company

2.4.1 The Company shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided, if caused by the Underlying Carrier, and act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control. The liability of the Company, if any, under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount a month is considered to have 30 days. In no event will Company be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.



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2.4.2 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.4.3 Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff;

B. connecting, combining, or adapting the ILECs facilities with Customer's apparatus or systems;

C. any act of omission by the Customer; or

D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

2.4.4 No agent or employee of any other Company shall be deemed to be an agent or employee of the Company.

2.4.5 COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



2.5 Interruption of Service

2.5.1 Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.5.2 Without incurring liability, upon ten (10) working days, defined as any day on which the company's business office is open and U. S. Mail is delivered, written notice to the Customer, Nexus may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.2.A For non-payment of any sum due Nexus for more than twenty (20) days after issuance of the bill for the amount due,

2.5.2.B For violation of any of the provisions of this tariff,

2.5.2.C For violation of any of the provisions of this tariff, For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Nexus's services, or

2.5.2.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting Nexus from furnishing its services.

2.5.3 Without incurring liability, Nexus may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff operation of Customer and Nexus's equipment and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the ~~EFFECTIVE~~

PUBLIC SERVICE COMMISSION
OF KENTUCKY

JUN 22 2002

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

BY Stephen D. Beel
SECRETARY OF THE COMMISSION

ISSUE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the ILEC'S facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

A. Customer is responsible for placing orders for service, paying all charges for service rendered by Company, and complying with Company's regulations governing the service. Customer is also responsible for assuring that its users comply with Commission regulations.

B. When placing an order for service. Customer must provide:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).

2.7 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the ILEC, pursuant to a resale agreement with Company, shall be made available to the ILEC and/or Company, as needed, for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.8 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned and provided by the ILEC, pursuant to an Interconnection Agreement with Company, and billed for, by Company.

2.8.1 Credit allowances for failure of service or equipment starts when Customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 29 2002

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY Steven Fenker
SECRETARY OF THE COMMISSION

ISSUE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

2.8.2 Customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of the Customer, or in wiring or equipment connected to the terminal.

2.8.3 Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

- A. interruptions of service resulting from the ILEC performing routine maintenance;
- B. interruptions of service for implementation of a Customer order for a change in the service;
- C. interruptions caused by negligence of Customer or his authorized user; or
- D. interruptions of service because of the failure of service or equipment provided by the Customer, authorized user, or other Company's, other than the ILEC whose services are being resold.

2.9 Deposit

The Company does not require deposits.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon the same date each month.

2.10.2 The customer is responsible for payment of all charges for services furnished to the customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in advance.

2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, attorneys' fees, collection agency fees or payments and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the court.

2.12 Taxes

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including sales taxes, use taxes, gross receipts taxes and municipal utilities taxes, federal subscriber line charges, assessed in conjunction with service used.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 22 2002

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

BY Stephen Bell
SECRETARY OF THE COMMISSION

ISSUE DATE:

EFFECTIVE DATE:

Steven Fenker, Vice President
Nexus Communications, Inc.
7830 North Central Drive, Suite C, Lewis Center, OH 43035

SECTION 3 -DESCRIPTION OF SERVICE

3.1 Computation of Charges

The total monthly charges for basic local service, with additional charges for custom calling features when applicable, is a fixed monthly amount and entitles subscribers to an unlimited number of calls to all exchange access lines within the local calling area.

3.2 Customer Complaints and/or Billing Disputes

Customer inquires or complaints regarding service or accounting may be made in writing or by telephone to the company at:

3629 Cleveland Avenue
Suite C
Columbus, OH 43224
1-866-392-7123

(T)
|
(T)

Any objections to billed charges should be reported promptly to Nexus. Adjustments to Customers' bill shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. If over-billing of a subscriber occurs, due to either Company or subscriber error, no liability exist which will required the Company to pay any interest, dividend or other compensation on the amount over-billed. In the event that the Company willfully overcharged any Customer, the Company shall refund the difference plus interest as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

Kentucky Public Service Commission
P. O. Box 615
211 Sower Blvd.
Frankfort, Kentucky 40602-0615
1-800-772-4636



3.3 Level of Service

A customer can expect end-to-end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

Nexus offers local service only and restricts all 1+ dialing. Additionally, Nexus employs the use of customized code restrictions which permit local calls, non-chargeable calls such as repair service, emergency numbers (911) and 800 calling. Types of calls that are restricted are 0-,0+,DDD 1+, 1+900, 1+555-1212 and 1+NPA-555-1212,411,976,1DDDO1 and IDDDO1+. The Company shall not be liable to any person for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Customized Code Restrictions.

3.4.1 Emergency Call Handling Procedures

Emergency 911 calls are not routed to Company but are completed through the local network at no charge.

3.4.2 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations. All promotional offerings will receive Commission approval prior to commencement of such offerings.

3.4.3 Universal Service Fund Assessment & Pre-subscribed Interexchange Carrier Charge

The Customer will not be assessed a monthly Federal Universal Service Fund but will be assessed a Kentucky Universal Service Fund contribution charge on any intrastate telecommunication service.

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3.4.5 Toll Limitation Service

(N)

A. Nexus (the "Company") provides Toll Limitation Service in the form of Toll Restriction consistent with the requirements of C.F.R.47 § 54.400.

B. Toll Limitation Service is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks.

C. Toll Limitation Service is available to basic exchange customers with individual line or business service or PBX trunks and is furnished where facilities permit.

D. Toll Limitation Service does not provide blocking of non-chargeable calls to numbers such as repair service, public emergency service numbers (911), or toll free numbers.

E. Subscription to Toll Limitation Service does not relieve customers of their responsibility for calls charged to their telephone numbers(s).

F. The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of Toll Limitation Service, including without limitation, the inability to access the operator, or other restricted codes, for any purpose

G. Toll Limitation Service will be established and provided at no charge for customers participating in Lifeline.

H. Toll Limitation Service provides restriction of 1+,0-, 0+, 00-, (1+/0+) 411, NPA900, IDDD01+, IDDD011+, 101XXXX, LD 555-1212 dialing patterns/

I. The Company shall not be liable to the customer, or any other person or entity, for damages of any nature or kind arising out of, resulting from, or in connection with the provision of Toll Limitation Service including, but not limited to, the inability to access the operator or any non toll free number for any purpose.

(N)



SECTION 4 – RATES AND CHARGES

4.1 Basic Local Service

4.1.1 Monthly Standard Service Fee

\$49.95

4.1.2 Reserved for future use

(D)

4.2 CALL WAITING

\$10.00 per month

4.3 CALLER ID

\$10.00 per month

4.4 “3 WAY” CALLING

\$10.00 per month

4.5 UNPUBLISHED NUMBER

\$5.00 per month

4.6 TRANSFER (one time charge)

\$30.00

4.7 NUMBER CHANGE (one time charge)

\$30.00



4.8	<u>DIRECTORY ASSISTANCE RATES</u>		(N)
		<u>Per Call</u>	
	Local	\$ 1.50	
	National	\$ 1.50	
4.9	<u>Reserved for future use</u>		(N)



SECTION 5 – SERVICE CHARGES

(N)

5.1 Service Charges are nonrecurring charges applicable to various customer request for connecting, moving, or changing telephone service.

5.2 Unless specified elsewhere in this tariff, Service Charges for the initial establishment of telephone service are payable at the time application is made and prior to the establishment of service.

5.3 Service Charges are applicable for the following work functions:

- 5.3.1 Service Ordering Charge – Receiving, recording and processing information necessary to execute a customer’s request for service.
- 5.3.2 Line Connection Charge – Performing all or part of the operations associated with the connection of a central office line. Includes, but is not limited to, establishing, moving, or changing central office connections, or to the change of a telephone number when made at the customers request
- 5.3.3 Premises Visit Charge – The charges applicable to all customer-requested orders for installation, move, change, rearrangement, and replacement of equipment, excluding customer premises wiring.

5.4 Service Charges, applicable to Lifeline customers, may be paid over a period of up to 12 months.

5.5 The Line Connection Charge for installation of new service is refundable for ten (10) business days following the date on which the Customer Information Bulletin is postmarked. Premises visit charges apply when Company dispatches service personnel to the Customer’s location.

5.6 Rates

	<u>Residential</u>
<u>Service Ordering Charge</u>	\$69.99
<u>Line Connection Charge</u>	\$49.99
<u>Premises Visit Charges</u>	
1st 15-minute interval	\$39.00
Additional 15-Minute Intervals	\$15.00

(N)



SECTION 6 – TELEPHONE ASSISTANCE PROGRAMS

6.1 Lifeline

6.1.1 General

A. Lifeline is a program designed to increase the availability of telecommunications services to eligible low income subscribers by providing a credit to the monthly recurring charge for local exchange service.

B. Toll restriction will be made available, upon request, at no charge.

C. The deposit requirement is not applicable to a Lifeline customer who subscribes to toll restriction.

D. Lifeline customers are exempt from paying the Federal Universal Service Charge.

E. Eligible subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.

F. Reserved for future use. (D)

G. A Lifeline customer may subscribe to any local service offering available to other residential customers.

6.1.2 Regulations

A. Lifeline support is made available on a “one-per-household” basis and is limited to a single subscription per household. (N)
(N)

B. Reserved for future use. (D)

C. Under no circumstances will Lifeline credit be applied before proof of eligibility is provided to the Company.

D. Under current federal rules, “Household” is defined as “any individual or group of individuals who are living together at the same address as one economic unit.” (N)
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E. An economic unit consist of all adult individuals contributing to and sharing in the income and expenses of a household. (N)



F. In cases where multiple households reside at an address, including in Tribal communities and group living facilities, program applicants must affirmatively certify that other Lifeline recipients residing at that address are part of a separate household (i.e., separate economic unit that does not share income and expenses).

(N)

G. The one-per-household rule, and definitions indicated above, will be applicable to individuals residing in group living facilities, including, but not limited to, nursing homes, shelters, halfway houses, boarding houses and apartment buildings without individual numbers.

H. Prior to providing Lifeline service to a consumer, Nexus will obtain that consumer's residential address, which the consumer must indicate is his/her permanent address, and, if appropriate, a billing address if the consumer's billing address differs from the residential address.

I. Lifeline applicants will not be permitted to use a P.O. Box address as their Lifeline residential service address.

J. In cases where the Lifeline applicant does not have a permanent address due to a temporary living situation the applicant must provide a temporary residential address or other qualifying address, such as the address of a temporary shelter, or a friend or family member, which will then be used to check for duplicative support.

K. Nexus will send applicants who indicate, on their Lifeline application form, that their address is a temporary address, a verification of address every 90 days.

L. Subscribers that fail to respond to the verification request within 30 days will be de-enrolled from Lifeline pursuant to the rules for de-enrollment.

M. In cases where the address is not recognized by the post office, including residences on Tribal lands, the applicant must provide a descriptive address, which could then be used to perform a check for duplicative support.

N. Applicants whose residential address is in a commercially zoned area will be provided Lifeline. These typically tend to be group facilities, such as single-room occupancy buildings, lodging houses, rooming houses, and shelters, rather than individual residences.



D. Potential subscribers are required to list their primary residential address on the `Self-Certification Application and to identify all of the programs in which they participate. By Self-Certifying their eligibility, the Applicant certifies, under penalty of perjury, the following:

(N)

1. Applicant meets the eligibility criteria as described in 6.1.3.
2. Applicant authorizes Nexus Communications, Inc., or its duly appointed representative(s) to access records relating to applicant, or applicant’s family, that may reside in any state or federal database in order to verify applicant’s eligibility in the Lifeline program;
3. Applicant authorizes representatives of any state or federal assistance program to verify or otherwise discuss with and /or provide copies of records relating to applicant’s eligibility by virtue of participation in a qualifying program;
4. Applicant will notify Nexus in the event that applicant no longer participates in at least one of the qualifying state or federal assistance programs;
5. Applicant certifies that no resident at applicant’s primary residential address currently participates in or receives Lifeline benefits;
6. Applicant agrees to cancel current Lifeline service in favor of the service provided by Nexus should any resident at the applicant’s primary residential address participates in and receive Lifeline benefits from any other telecommunications provider;
7. Applicant affirms under penalty of perjury, that the forgoing representations are true and correct to the best of applicant’s knowledge and belief.

E. Where available, Nexus will check the eligibility of low-income consumers seeking to enroll in Lifeline either by accessing electronic databases, where available, or by reviewing documentation from the consumer demonstrating his/her eligibility for Lifeline service.

(N)



F. In instances where a database is unavailable, Nexus, effective April 1, 2012, and pursuant to the FCC's Lifeline Reform Order, will require all subscribers applying for the Company's Lifeline Service offering to also provide documentation that proves their participation in one of the approved public assistance programs detailed in 6.1.3 or that their income is at or below 135% of the federal poverty guidelines ("FPG") in addition to the required self-certification.

(N)

G. Acceptable documentation of program eligibility would include: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (e.g., the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.

H. Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return, current income statement from an employer or paycheck stub, a Social Security statement of benefits, a Veterans Administration statement of benefits, a retirement/pension statement of benefits, an Unemployment/Workmen's Compensation statement of benefits, federal or Tribal notice letter of participation in General Assistance, or a divorce decree, child support award, or other official document containing income information.

I. All Lifeline subscribers will be required to certify upon enrollment that the subscriber's household is receiving no more than one Lifeline-supported service. J. This requirement is not applicable to any state that makes available a database to an eligible telecommunications carrier ("ETC") for the express purpose of verifying an individual's participation in a Lifeline qualifying public assistance program.

K. Nexus will review all corroborating documentation required for program or income-based eligibility to ensure that documentation provided by the consumer meets the FCC's requirements for certification of participation in the Lifeline program.

(N)



L. Proof of either program-based or income-based eligibility should be provided to the Company at the time of application for service.

(N)

M. Lifeline credits will not be provided until all required proof of eligibility is received by the Company.

N. Annual verification is a prerequisite for a customer's continued eligibility to receive Lifeline supported services. Customers who do not verify their continued eligibility will have their Lifeline discounts removed in accordance with the provisions of 47 C.F.R. § 54.405.

O. Beginning 2012, Nexus, consistent with the FCC's Lifeline Reform Order, will re-certify the eligibility of the Company's Lifeline subscriber base as of June 1 each year and will do so by the end of the current calendar year and will annually report the results to USAC, by January 31 of the next calendar year.

P. Where ongoing eligibility cannot be determine through access to a qualifying database and where there is no state administrator verifying the continued eligibility of Lifeline subscribers, Nexus as required, will re-certify the continued eligibility of all of its subscribers by contacting them, which can be done in person, in writing, by phone, by text message, by email or through the internet.

Q. All Lifeline subscribers enrolled in the program as of June 1, 2012 must provide self-certifications, which may be obtained through a written format, an Interactive Voice Response System or a text message.

R. Regardless of the format used to re-certify, Nexus will convey all of the required information set forth in amended sections 54.410 and obtain for the subscriber an individual certification for each requirement set forth in the rule.

(N)



S. In a state where a state agency or a third party has implemented a database that carriers may query to re-certify the consumer's continued eligibility, Nexus will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re- certification. (N)

T. Nexus, pursuant to section 54.405, will de-enroll within 30 days Lifeline subscribers who do not respond to its attempts to re- certify the subscriber within a 30-day period. (N)

6.1.5 Territory

A. Lifeline is available in the AT&T Southeast (Bellsouth) territories of Kentucky.

6.1.6 Rates and Charges

A. In an effort to simplify the administration of the Lifeline program and to revise the same in light of current market conditions, the FCC, in its Lifeline Reform Order replaced, on an interim basis, the Tiers One, Two and Three support with a uniform amount of flat-rate non-Tribal support of \$9.25, per eligible subscriber, per month. Consistent with current Federal Rules, Nexus will seek and receive reimbursement of \$9.25 in federal basic USF Lifeline support. (N)

B. Reserved for future use. (D)

C. Reserved for future use.. (D)



6.2 Link Up

6.2.1 General

- A. In its Lifeline Reform Order, the FCC eliminated Link Up support on non-Tribal lands for all ETCs and limited enhanced Link Up to those ETCs that also receive high-cost support on Tribal lands. (N)
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- B. Pursuant to and effective with the FCC's Lifeline Reform Order, Nexus will no longer provide or seek Link Up. (N)
- C. Reserved for future use. (D)
- D. Reserved for future use. (D)
- E. Reserved for future use. (D)
- F. Reserved for future use. (D)
- G. Reserved for future use. (D)
- H. Reserved for future use. (D)
- I. Reserved for future use. (D)



SECTION 7 – SPECIAL PROMOTIONS

7.1 Regulations

The Company may offer special promotions of new or existing services or products for limited periods. These promotions may be offered in the form of a temporary waiver of certain recurring, nonrecurring, and/or usage charges as stated in 7.2 following. These promotions will be offered on a non-discriminatory basis to customers subscribing to the specific classification of service and in the area for which the promotion is offered.

(N)
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(N)



NEXUS COMMUNICATIONS, INC.

7830 North Central Drive, #C
 Lewis Center, OH 43035
 1-866-392-7123

STATEMENT

Robert Smith
 411 Main Street
 Columbus, OH 43229

Account No.	Bill Due By	Total Due	Amount Enclosed
101	5/16/2002	\$114.76	

Please remit top portion with your payment.

INVOICE / DATE PERIOD	QTY	DESCRIPTION	CHARGES & CREDITS	AMOUNT
10007246				
05/01/2002 - 05/31/2002	1	614-291-7420	Home Phone Service	39.95
05/01/2002 - 05/31/2002	1	614-291-7420	Call Waiting	10.00

**PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE**

JUN 9 2 2002

IMPORTANT

PURSUANT TO 807 KAR 5.011.
 SECTION 9 (1)

Disconnection Of Service Will Require A \$30 Deposit of the Commission

BY Stanford Bell
 SECRETARY OF THE COMMISSION

**CURRENT CHARGES ARE
 DUE BY DATE PRINTED
 BELOW.**

**PAST DUE BALANCE IS DUE
 IMMEDIATELY TO AVIOD
 DISCONNECTION**

Billing Summary	Account No.	Closing Date	Bill Due By	
	10165	5/01/2002	5/16/2002	
Aging Summary	Less 30 Days	Over 30 Days	Over 60 Days	Over 90 Days
	57.38	57.38	0.00	0.00

Previous Balance	114.76
Credit Applied	57.38
Current Charges	49.95
Fed. Access Chrg.	5.00
9-1-1 Syst.	0.12
Fed Univ Svc Fee	0.36
Loc Num Port	0.28
Federal@3%	1.67
TOTAL DUE	114.76

billing questions?

The above due date is identical every month, providing you with a full 30 day billing cycle. Any overage incurred on directory assistance, call completion or any other usage based services must be paid in order to continue the use of such services.

We Sincerely Appreciate Your Business