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March 22, 2004

VIA U.S. MAIL

Thomas M. Dorman
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

RECEIVED

MAR 26 2004

PUBLIC SERVICE
COMMISSION

Re: AFN Telecom, LLC Request to Withdraw Tariff Filing No. T61-1469

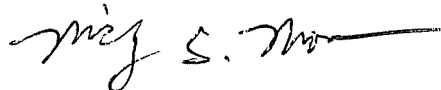
Dear Mr. Dorman:

AFN Telecom, LLC ("AFN") hereby notifies the Public Service Commission of the Commonwealth of Kentucky (the "Commission") that it wishes to withdraw its Kentucky Tariff No. 1 (effective date November 19, 2000) previously accepted by the Commission in the referenced Tariff Filing. AFN is no longer in business and is no longer offering or providing telecommunications services. AFN has no customers currently in Kentucky and none have been or will be affected or disconnected by AFN's cessation of operations and the withdrawal of its tariff. In addition, AFN retained no customer deposits or prepayments from customers for services. Accordingly, AFN respectfully requests the Commission's authorization to withdraw its tariff.

Please file-stamp and return the enclosed copy of this letter using the enclosed, self-addressed, stamped envelope. If you have any questions regarding this letter, please do not hesitate to contact the undersigned.

Very truly yours,

CARROLL & MILLER, PLLC



Mickey S. Moon
Attorney for AFN Telecom, LLC

AFN Telecom, LLC

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

KENTUCKY
INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
AFN Telecom, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by AFN Telecom, LLC ("AFN") within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected during normal business hours at the main office of AFN, located at 1 Riverside Plaza, Columbus, OH 43215-2373.

This tariff is interpreted according to the Laws of the State of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 207 KAR 5.011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

ISSUED BY: Mickey S. Moon, Secretary
2 West 2nd Street
Williams Tower II, 9th Floor
Tulsa, OK 74103

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
1	Original *	25	Original *
2	Original *	26	Original *
3	Original *	27	Original *
4	Original *	28	Original *
5	Original *	29	Original *
6	Original *	30	Original *
7	Original *	31	Original *
8	Original *	32	Original *
9	Original *	33	Original *
10	Original *	34	Original *
11	Original *	35	Original *
12	Original *	36	Original *
13	Original *	37	Original *
14	Original *	38	Original *
15	Original *	39	Original *
16	Original *	40	Original *
17	Original *	41	Original *
18	Original *	42	Original *
19	Original *	43	Original *
20	Original *	44	Original *
21	Original *		
22	Original *		
23	Original *		
24	Original *		

* included in this filing

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Stephan D. Bull
SECRETARY OF THE COMMISSION

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SYMBOLS

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

- C** Changed regulation.
- D** Delete or discontinue.
- I** Change Resulting in an increase to a Customer's bill.
- M** Moved from another tariff location.
- N** New
- R** Change resulting in a reduction to a Customer's bill.
- T** Change in text or regulation.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9(1)
BY: Skylar O. Bell
SECRETARY OF THE COMMISSION

ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

ISSUED BY:

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages 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. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page 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:

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

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 page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TERMS AND ABBREVIATIONS

ACF - Advanced Communication Function of software allowing products to communicate with each other.

AFN - Used throughout this tariff to refer to AFN Telecom, LLC

Acceptance Testing - Normal testing procedures by which a circuit is deemed ready for service.

Additional Engineering Charges - Charges applicable for engineering services done outside the normal engineering parameters. Any charge incurred will be presented to the Customer before actual billing of charge.

Administrative Charge - The charge Customers are assessed for the provisions of administrative services by the Company, including the consolidation of billings and financing.

Authorized User - A carrier, person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff. The Authorized User is responsible for payment unless the charges for the services utilized are accepted and paid for by the Customer.

Bandwidth - The total line rate, expressed in bits per second; and allocated for a circuit which provides the path for transmission of voice, data, and/or video to or from the Customer's premises.

Circuit or Channel - The unit of bandwidth utilization for any given speed of service.

Channel Mileage - Distance calculated between two Company Points of Presence.

Channel Mileage Termination - The point at which the Company's channel originates, terminates or drops for the insertion or removal of a Customer's signal.

Commission - Refers to the Kentucky Commerce Commission.

Company or Carrier - AFN Telecom, LLC unless otherwise clearly indicated by the context.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TERMS AND ABBREVIATIONS

Cooperative Acceptance Testing - Joint Acceptance Testing by both the Company and the Customer.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Dedicated Access Line (DAL) - A Connection which provides a channel/circuit for transmission of voice, data and/or video which is dedicated for the sole use of the Customer.

DS-1 - Digital Service Level 1 in the hierarchy of digital signal levels; a 1.544 Mbps digital signal comprised of 24 multiplexed DS-0 circuits that is carried over a T-1 facility.

DS-3 - Digital service level 3 in the hierarchy of digital signal levels; a 44.736 Mbps digital signal comprised of 28 multiplexed DS-1 circuits that is carried over a T-3 facility.

Duplex - An operation which permits Customers to communicate in both directions simultaneously.

Expedited Service Order - A Service Order which, in compliance with a Customer request, is completed in a time period shorter than the Company's standard service interval.

ICB - Individual Case Basis.

Kbps - One thousand bits per second.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Carrier.

Mbps - One million bits per second.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Optical Digital Service (ODS)- Channels provided for digital transmission at the discrete bit rates of 1.544 Mbps and 44.736 Mbps. ODS services are provided over a fiber optic backbone.

ODS DS-1 - Service comprised of channels operating at the terminating bit rate of 1.544 Mbps.

ODS DS-3 - Service comprised of channels operating at the terminating bit rate of 44.736 Mbps.

POP - Point of Presence; the facility of any carrier which allows origination or termination of communications services.

Service Order - A standard Company order form which includes all pertinent billing, technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the Customer and as provided by the Company.

Term Agreement - A standard Company contract with the Customer in which the Customer commits to purchase service from the Company for a specified period of time. The minimum period of service for a Term Agreement is twelve (12) months.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of AFN Telecom, LLC**

The Company provides long distance interexchange telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

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

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.3 The Company may require Customers for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

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Tulsa, OK 74103

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2 The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a Customer or Authorized User. The Company's service is not represented as adapted to the use of such Customer equipment. The responsibility of the Company shall be limited to the furnishing of service and to maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is, therefore, subject to the availability of such facilities. Service is offered subject to the availability of the necessary facilities and/or equipment and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company and further subject to the provisions of this tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.
- 2.3.3 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations, (Cont' d.)

- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control. The Company may also, without obtaining the further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.
- 2.3.8** The Company may require a written contract with the Customer prior to providing service.
- 2.3.9** The Customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the Company services it offers and to assure that the service arrangement is in accordance with provisions of this tariff and the contract entered into between the Customer and the Company.
- 2.3.10** Title to all facilities provided by the Company under these regulations remains with the Company.

PUBLIC SERVICE COMMISSION
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Assignment and Transfer**

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by AFN and the Customer may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoices by the Company to the Customer, the Customer's affiliates, or other designated entities.

PUBLIC SERVICE COMMISSION
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SECRETARY OF THE COMMISSION

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company

2.5.1 Customer's sole remedy for any damages, claims or causes of action arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be the credits to the Customer provided in Section 2.9. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer or Authorized User, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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

2.5.3 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

ISSUED: October 20, 2000

EFFECTIVE: November 2000

ISSUED BY: Mickey S. Moon, Secretary 2 West 2nd Street Williams Tower II, 9th Floor Tulsa, OK 74103

PURSUANT TO 807 KAR 50.11, SECTION 9(1) BY: [Signature] SECRETARY OF THE COMMISSION

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company, (Cont'd.)

2.5.4 Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

2.5.5 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.

2.5.6 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

2.5.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.

2.5.8 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

2.5.9 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premise of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.5.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

PUBLIC SERVICE COMMISSION
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Minimum Service Period

The Minimum Service Period for which services are provided by the Company to the Customer and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract or Term Agreement between the Customer and the Company. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

2.7 Commencement of Service

A prospective Customer desiring service from the Company shall enter into a written contract with the Company specifying the services to be provided by the Company and the terms and conditions applicable thereto. The Company will not provide services to the Customer until such a contract has been executed.

PUBLIC SERVICE COMMISSION
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NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

BY: Sharon Bull
SECRETARY OF THE COMMISSION

ISSUED: October 20, 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Responsibility

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

- A.** Placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its Authorized Users comply with regulations.
- B.** Ensuring compatibility of equipment and systems provided by the Customer or Authorized User with the interface equipment provided and/or sanctioned by the Company.
- C.** Damage to facilities of the Company caused by the negligence or willful act of the Customer or Authorized User. The Customer shall shut down its transmission signals, if the Company determines that said transmission is causing interference to others.
- D.** Reimbursing the Company for any loss occasioned by the theft of the Company's facilities installed on the Customer's or Authorized User's premises.
- E.** The provision of the power required to operate the Company's facilities installed on the Customer's or Authorized User's premises.
- F.** The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the facilities of the Company. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

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SECRETARY OF THE COMMISSION

ISSUED BY:

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 COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Responsibility, (Cont'd.)

2.8.1 (Cont'd.)

- G. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or Authorized User at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the facilities and equipment of the Company.
- H. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- I. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of any agent's authority shall not be binding on the Company.
- J. Any breach of the terms and conditions contained in this tariff or in the contract between the Customer and the Company governing service.
- K. Customer shall arrange access to any of the rights-of-way, conduit and equipment space starting at and from the point of entry to the Customer's location to the termination point where service is finally delivered to Customer at any time so that the Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by the Company. Access to such sites shall be made available at a time mutually agreeable to the Customer and the Company. The Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. The Company shall also have the right to obtain access to the cable installed in the Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

 PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE

NOV 19 2000

 PURSUANT TO 807 KAR 5.011,
 SECTION 9(1)

ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Responsibility, (Cont'd.)

2.8.1 (Cont'd.)

- L. The Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by the Company, at each Customer termination point, without charge or cost to the Company. The Customer agrees to take good care of premises equipment and building wiring provided by the Company as part of the services. The Customer agrees to return such equipment and wiring to the Company at the expiration of the applicable terms in its original condition, ordinary wear and tear excepted. The Customer shall bear the risk of any loss or damage to the Company's equipment or wiring located in the Customer's premise, except where such loss or damage is caused by the Company. The Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. The Company shall install such wiring and equipment as reasonably directed by the Customer to comply with lease or other contractual obligations to which the Customer is a party.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5011,
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 COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Responsibility, (Cont'd.)

2.8.2 Billing and Payment For Service

A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

B. Disputed Charges

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a Late Payment Fee on the unpaid charges.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

ISSUED: October 20, 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Responsibility, (Cont'd.)

2.8.3 Taxes and Fees

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Customer Responsibility, (Cont'd.)

2.8.4 Late Payment Fees

A one-time late payment charge of 1.5% applies to each overdue balance. Late payment charges may only be applied once to a past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Kentucky state law.

2.8.5 Return Check Charge

Customers will be charged \$20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

2.8.6 Advance Payments

To safeguard its interests, the Company may require a new Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and two month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for up to a two month period. The Advance Payment will be credited to the Customer's initial bill.

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OF KENTUCKY
EFFECTIVE

NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Responsibility, (Cont'd.)****2.8.7 Deposits**

- A. Customers for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any applicable Non-Recurring Charges. Any request for deposit will be in compliance with Commission Rules. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.
- B. When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- C. Deposits held will accrue interest at the fixed rate specified by the Commission. Interest is credited to the Customer annually, and upon termination of service, or upon return of the deposit by the Company.
- D. Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Term Agreement and operates on a month-to-month basis.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Customer Responsibility, (Cont'd.)****2.8.8 Cancellation of Service by Customer**

- A. Cancellation of Application for Service: When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- .1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service not been canceled.
 - .2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Customer Responsibility, (Cont'd.)****2.8.8 Cancellation of Service by Customer, (Cont'd.)**

- B.** Cancellation Prior to Expiration of Term: If a Customer cancels service prior to the completion of the Term Agreement for any reason whatsoever, the Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of cancellation or termination and be payable within thirty (30) days all costs fees and expenses incurred in connection with:
- .1 All Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
 - .2 Any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by the Company on behalf of the Customer, plus
 - .3 All Recurring Charges specified in the applicable Service Order and Tariff for the balance of the then current terms.
- C.** Month-to-month service may be canceled by Customer only on thirty (30) days prior written notice to the Company.

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OF KENTUCKY
EFFECTIVE

NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Refunds or Credits for Service Outages or Interruptions

- 2.9.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.9.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.9.3** 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 within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.9.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.9.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

Credit = A/720 x B

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9 (1)

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Cancellation or Termination of Service by Company, (Cont'd.)

2.10.2 Continued

- E.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect AFN's equipment or service to others.
- F.** Without notice in the event of tampering with the equipment or services owned by AFN or its agents.
- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, AFN may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Continuation of Service**

2.11.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

2.11.2 For Term Agreement Customers: Service will continue in accordance with the Term Agreement. Such agreement shall be renewed automatically for the initial term or in any additional terms, unless the Customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original Term Agreement apply to this renewed agreement.

2.12 Interconnection

Service furnished by AFN may be connected with the services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Such service or facilities are provided under the terms, rates and conditions of the other carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. The Customer is responsible for all charges billed by other carriers for use in connection with AFN's service. The Customer shall be responsible for damage to the facilities of the Company caused by the negligence or willful act of the Customer or Authorized User.

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OF KENTUCKY
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NOV 19 2000

PURSUANT TO 807 KAR 5011,
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of AFN's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

PUBLIC SERVICE COMMISSION
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NOV 19 2000

PURSUANT TO 807 KAR 5.011,
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS

3.1 General

AFN provides interexchange services for point-to-point or multi-point communications within the state. The Company's services are available twenty-four hours per day, seven days a week.

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OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9.01

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF**SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)****3.2 Special Services**

Special Services are any services not specifically defined otherwise in this Section.

- 3.2.1** If at the request of the Customer, the Company obtains facilities not normally used to provide service to its Customers, the costs incurred will be billed as a Special Service.
- 3.2.2** If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed to the Customer as a Special Service.
- 3.2.3** Where special signaling, conditioning, equipment or other features are required to make Customer-provided equipment efficient and compatible with the Company service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervising and transportation costs will be billed to the Customer as a Special Service.
- 3.2.4** After Hours Installation and/or Maintenance Charge: When at the specific request of the Customer, installation and/or routing maintenance is performed outside of the regular business hours, additional Special Service charges apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the Company in the provision of the Special Services. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cutover, and additional installation testing in excess of the normal testing required to provide service.

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NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service

Private Line Service provides a transmission path to connect Customer designated premises, directly, through one or more Company PCPs where bridging or multiplexing functions are performed.

Private Line Service is an unswitched, non-usage sensitive point-to-point or multipoint service which is dedicated exclusively to one Customer. The Company offers Private Line Service between Points of Presence (POPs) on its network. This service provides for two-way simultaneous transmission of signals of speeds up to 44.746 Mbps. In order to subscribe to Private Line Service, the Customer will need to gain entry to the Company's network by means of a Local Access facility.

Rates do not include charges for facilities from the Customer location to the Company POP. Upon the Customer's request, the Company may act as the Customer's agent for obtaining Local Access from a third party Local Access provider from the Customer location to the Company POP. The rates for Local Access service obtained by Company as the Customer's agent from a third party Local Access provider will be the third party Local Access provider's effective tariff rates. Alternatively, subject to the availability of necessary facilities, Company-provided Local Access may be provided pursuant to the LDC rates described in Section 3.3.3.A of this tariff.

3.3.1 Acceptance Testing

At no additional charge, the Company and the Customer will cooperatively test, at the time of installation, the circuits to meet the agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon acceptance.

3.3.2 Trouble Reporting

The Company will be responsible for receiving from Customer, trouble reports sectionalized to the Company facilities and/or equipment. The Company will test cooperatively or independently to assist in trouble sectionalization. Other charges as described in this tariff will still apply.

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NOV 19 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**3.3 Private Line Service, (Cont' d.)****3.3.3 Rate Regulations**

There are four basic rate categories which apply to Private Line Service:

- Local Distribution Channel (LDC)
- Channel Mileage Terminations
- Channel Mileage
- Optional Features and Functions

- A.** Local Distribution Channel (LDC). The Local Distribution Channel (LDC) rate category provides for the communications path either from the Customer's origination point to the AFN Telecom POP or from the POP to the Customer's destination point. This charge will apply even if the Customer designated premises and the AFN Telecom serving wire center are co-located in the same building.
- B.** Channel Mileage Termination. The Channel Mileage Termination rate category provides for the termination of transmission facilities between the AFN Telecom POP's associated with two Customer designated premises. The Channel Mileage Termination charge does not apply to circuits which have no Channel Mileage.

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NOV 19 2000

PURSUANT TO 807 KAR 5.011,
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 COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service, (Cont' d.)

3.3.3 Rate Regulations, (Cont' d.)

- C. Channel Mileage. The Channel Mileage rate category provides for the transmission facilities between the Company POPs associated with two Customer designated premises. Channel Mileage is portrayed in two elements: fixed per band and rate per mile. Notwithstanding the foregoing, however, the Company will not switch local calls.
- D. Optional Features and Functions. The Optional Features and functions rate category provides for optional features and functions which may be added to a Private Line Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Multiplexing

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OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5.011,
SECTION 3(1)
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 ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

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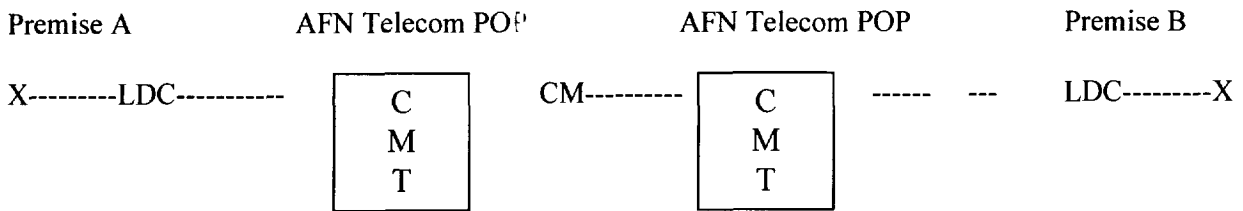
COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service, (Cont' d.)

3.3.3 Rate Regulations, (Cont' d.)

E. The following diagram depicts service connecting two Customer designated premises located 10 miles apart.



LDC - Local Distribution Channel
CMT - Channel Mileage Termination
CM - Channel Mileage
AFN Telecom POP - AFN Telecom, LLC Servicing Center

Applicable rate elements are:
LDC - Two (2) applicable
CMT - Two (2) applicable
CM - 10 Miles

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NOV 19 2000

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SECTION 9(7)
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EFFECTIVE: November 19, 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service, (Cont' d.)

3.3.4 Rates and Charges

There are two types of rates and charges. They are monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:

- A. Monthly Recurring Rates Monthly rates that apply each month or fraction thereof that Private Line Service is provided. For billing purposes, each month is considered to have 30 days.
- B. Nonrecurring charges Nonrecurring charges are one-time charges that apply for specific work activities. Maximum charges for such activities, otherwise not contained in the monthly rates and charges of this tariff, will be as follows:
 - \$70.00 per hour
 - \$17.50 per quarter hour
 - minimum bill of one hour

These hourly charges will be for the following:

- 1. The charges specified do not contemplate work being performed by the Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than normal working hours or days (9:00 am - 5:00 PM, Monday through Friday), or on AFN Telecom recognized national holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day), or if the Customer interrupts work once begun, an additional charge based upon actual costs incurred by the Company will be imposed.
- 2. Installation of Interface Equipment: The Company's charges for modem light source and receiver installation shall be based on the per man hour labor rate of the Company in effect at the time the work is performed.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

ISSUED: October 20, 2000

PLS. CALL 800-KAR-5-011
EFFECTIVE: ~~November 19, 2000~~

ISSUED BY: Mickey S. Moon, Secretary
2 West 2nd Street
Williams Tower II, 9th Floor
Tulsa, OK 74103

BY: [Signature]
SECRETARY OF THE COMMISSION

 COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service, (Cont' d.)

3.3.4 Rates and Charges, (Cont' d.)

B. Nonrecurring charges, (Cont' d.)

3. Installation of Lateral Cable: The Company's charges for installation of lateral cable within the Customer's premises from the vertical riser to the Customer's or Authorized User's station will be based upon the Company's costs of providing such service. Such cost will be determined based upon all relevant elements of cost, including, but not limited to:

- (a) Site Survey
- (b) Physical Design
- (c) Contractor/Construction Costs
- (d) Rights of Way
- (e) Equipment
- (f) Engineering
- (g) Construction
- (h) Depreciation
- (i) Operations
- (j) Maintenance
- (k) Applicable license fees, preparation costs and associated legal expense.
- (l) Applicable Taxes
- (m) Rate of Return Contingencies
- (n) Administration Charges

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 19 2000

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

BY: Stephen D. Hunt
SECRETARY OF THE COMMISSION

 ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

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 COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service, (Cont' d.)

3.3.4 Rates and Charges, (Cont' d.)

B. Nonrecurring charges, (Cont' d.)

4. Special Construction/Individual Contract Basis Arrangements: Upon request or in response to competitive request for proposal or for non-standard services, the Company will develop a responsive individual contract billing arrangement for services offered in this tariff, the Company will engage in special construction to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in this tariff and the contract between the Customer and the Company. The Company's charges for special construction services will be based upon the Company's cost of providing such services. The cost will be determined based on all relevant elements of cost, including, but not limited to:

- (a) Site Survey
- (b) Physical Design
- (c) Contractor/Construction Costs
- (d) Rights of Way
- (e) Equipment
- (f) Maintenance
- (g) Administration Charges

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

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NOV 19 2000

PURSUANT TO 807 KAR 5.011,
SECTION 5 (1)
BY: Stephen D. Hill
SECRETARY OF THE COMMISSION

 ISSUED: October 20, 2000

 EFFECTIVE: November 19, 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

3.3 Private Line Service, (Cont' d.)

3.3.4 Rates and Charges, (Cont' d.)

B. Nonrecurring charges, (Cont' d.)

- 5. Move Charge: The Company's charge for a move of a station to a new location on the same or different premises shall be the Company's actual cost incurred in connection with such move.
- 6. Maintenance and Service Charge: The Customer shall be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or Authorized User's premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or Authorized User. Said cost shall be based upon the current per-man hour labor rate of the Company in effect at the time of the visit.

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PURSUANT TO 807 KAR 5011,
SECTION 9(1)
BY: Stewart D. Hill
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ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES

4.1 ODS DS-1 Service

4.1.1 Local Distribution Channel (LDC), per point of termination

Monthly Extension Rate	\$250.00
Recurring Charges, Contract Payment Plan	
12 Months	\$225.00
24 Months	\$200.00
36 Months	\$185.00
60 Months	\$170.00

4.1.2 Channel Mileage Termination

Monthly Extension Rate	\$ 50.00
Recurring Charges, Contract Payment Plan	
12 Months	\$ 48.00
24 Months	\$ 44.00
36 Months	\$ 40.00
60 Months	\$ 36.00

4.1.3 Channel Mileage

Monthly Extension Rate	\$ 16.00
Recurring Charges, Contract Payment Plan	
12 Months	\$ 14.00
24 Months	\$ 13.00
36 Months	\$ 12.00
60 Months	\$ 11.00

4.1.4 Optional Features and Functions

Monthly Extension Rate	\$265.00
Recurring Charges, Contract Payment Plan	
12 Months	\$245.00
24 Months	\$220.00
36 Months	\$210.00
60 Months	\$185.00

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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Shirley A. Ross
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ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

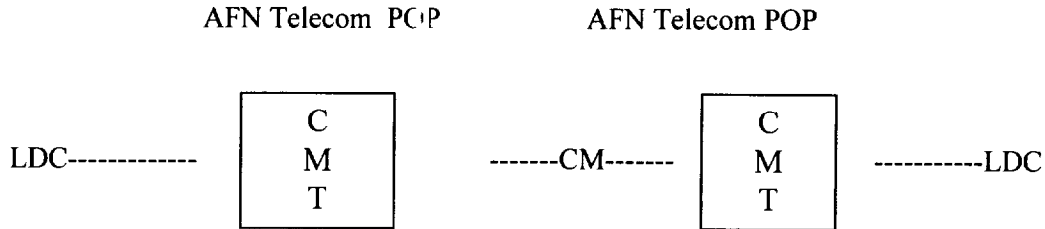
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES, (CONT'D.)

4.2 ODS DS-3 Service (44.736 Mbps)



4.2.1 Local Distribution Channel (LDC) [per point of termination]

44.736 Mbps	<u>Monthly</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>60 Month</u>
- 1 DS-3	\$2,420	\$2,270	\$2,045	\$1,930	\$1,705
- 2 DS-3 (per DS-3)	\$2,062	\$1,912	\$1,720	\$1,625	\$1,435
- 3 DS-3 (per DS-3)	\$1,899	\$1,781	\$1,605	\$1,513	\$1,335
- 6 DS-3 (per DS-3)	\$1,800	\$1,650	\$1,485	\$1,405	\$1,240
12 DS-3 (per DS-3)	\$1,556	\$1,406	\$1,265	\$1,200	\$1,055

4.2.2 Channel Mileage Termination (CMT) [per point of mileage termination]

44.736 Mbps	<u>Monthly</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>60 Month</u>
	\$ 460	\$ 400	\$ 360	\$340	\$300

4.2.3. Channel Mileage (CM) [per mile]

44.736 Mbps	<u>Monthly</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>60 Month</u>
	\$ 140	\$ 125	\$ 115	\$ 110	\$95

4.2.4. Optional Features and Functions

44.736 Mbps	<u>Monthly</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>60 Month</u>
Multiplexing per arrangement	\$ 850	\$ 700	\$ 630	\$575	\$525

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ISSUED: October 20, 2000

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SECTION 9 (1)
BY: *[Signature]*
SECRETARY OF THE COMMISSION
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - PROMOTIONS

5.1 General

The Company may from time to time engage in special promotional trial service offerings of its tariffed services for a limited duration for non-optional recurring charges, designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering, on a non-discriminatory basis to any Customer similarly classified who requests the special offer. The Company will file the promotion with the Commission on one (1) days notice.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Sharon G. Hill
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ISSUED: October 20, 2000

EFFECTIVE: November 19, 2000

ISSUED BY:

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 6 - SPECIAL ARRANGEMENTS

6.1 General

Individual Case Basis (ICB) pricing will be developed and used for special circumstances and services that are not listed in this tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5011,
SECTION 6(1)

BY: Stephen D. Sims
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