

Local Exchange Telephone Service

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TITLE PAGE  
OF  
KENTUCKY LOCAL EXCHANGE SERVICES TARIFF  
OF  
WIN.NET TELECOMMUNICATIONS, INC.

This tariff, filed with the Kentucky Public Service Commission  
contains the rates, terms, and conditions applicable to  
Local Exchange Telephone Services within the Commonwealth of Kentucky  
offered by Win.Net Telecommunications, Inc.

ISSUED: June 10, 2004

EFFECTIVE: July 10, 2004

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OF KENTUCKY  
EFFECTIVE  
07/10/2004

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

By   
Executive Director

Local Exchange Telephone Service

**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>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original		
2	Original		
3	Original		
4	Original		
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**TARIFF FORMAT**

- A. Page Numbering – Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.
- B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4<sup>th</sup> Revised Page 4 cancels 3rd Revised Page 4.
- C. Paragraph Numbering Sequence – Paragraphs in this tariff are numbered. Each level of numbers is subservient to the next higher level. For example,
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)

Check Sheet – 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 sheets 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 sheets). 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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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of local exchange service by Win.Net Telecommunications, Inc. within the Commonwealth of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** – An arrangement which connects the customer’s location to a switching center or point of presence.

**Authorized User** – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company’s service.

**Carrier or Company** – Whenever user in this tariff, “Carrier” or “Company” refers to Win.Net Telecommunications, Inc., unless otherwise specified or clearly indicated by the context.

**CLEC** – A new Local Exchange Carrier authorized under the 1996 Telecommunications Act.

**Commission** – Kentucky Public Service Commission.

**Customer** – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company’s tariff.

**Exchange Access Line** – The serving central office line equipment and all Company plant facilities up to and including the Company provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff user offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

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**Facilities Based CLEC** – A CLEC which had the capability to make use of Unbundled Network Elements of the ILEC or other LEC’s to provide services to Customers; usually this involves a significant investment in facilities and technical expertise.

**ILEC** – The incumbent Local Exchange Carrier.

**LEC** – Local Exchange Carrier.

**Local Exchange Services** – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Reseller** – A CLEC which offers service to Customer principally by purchasing those services from other Local Exchange Carriers.

**Resold Local Exchange Services** – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

**Station-to-Station Calling** – A service whereby the originating End User request the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator Station Calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

**Person-to-Person Calling** – An operator assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

**Unbundled Network Elements** – Components of the telephone network made available to CLEC’s under the 1996 Telecommunication Act.

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**SECTION 2 – RULES AND REGULATIONS**

2.1 Undertaking of the Company

The Company services offered pursuant to this tariff are furnished for Local Exchange Service among specified point within a Local Calling Area. The Company will offer these services over a combination of Unbundled Network Elements, Resold Facilities, and the Company’s own Facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer’s agent for ordering access connection facilities provided by other carriers or entities as required in the Commission’s rules and orders, 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 and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.

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- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
  - 2.2.4 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
  - 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.
- 2.3 Use
- Service provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim 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.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act of omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use of removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of for damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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2.5 Deposits

The Company may require a Deposit before Service is installed. This determination will be based upon routine credit and relationship examination. Should a deposit be required, it will not exceed two months of recurring cost for the Services being installed. Any Customer deposits held by the Company shall accrue interest as prescribed in 807 KAR 5:006 Section 7(6).

2.6 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7 Installation

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

2.8 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. Billing inquiries may be made in writing, in person, by email, or by telephone. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Kentucky Public Service Commission for final resolution.

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2.9 Late Payment Charge

The Company will assess a 10% charge/month for late payment (or \$10 whichever is greater) on unpaid balances. A payment is considered late as of the 1<sup>st</sup> day of the month following the month in which the Customer is invoiced (or 28 days from the date of the Invoice, whichever is greater). No late fees shall be assessed on late payment penalties – only services. Payments shall be applied 1<sup>st</sup> to unpaid balances, 2<sup>nd</sup> to unpaid late fees.

2.10 Terms

Service is offered on a one year automatically renewing term basis.

2.11 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.12 Cancellation Fees

Early cancellation shall incur a fee equal to 50% of remaining payments.

2.13 Interconnection

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

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2.14 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy and deficiency:

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For user of telephone service for any other property or purpose than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.14.4 For non-compliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is give before termination.
- 2.14.5 For non-payment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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- 2.14.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission.
- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon while the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.
- 2.14.9 Without notice by reason for any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Tests, Pilots, Promotional Campaigns and Contests

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

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2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to a general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, 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 and connected to Company's terminal. Interruptions caused by Customer provided or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and account expenses. Customer is also responsible for recovery costs of Carrier provided equipment and any expenses required for repair or replacement of damaged equipment.

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2.18 Returned Check Charges

A fee of \$25.00 may be charged for each check returned for insufficient funds.

2.19 Service Implementation

Absent a promotional offering, service implementation charges of \$10.00 per service order will apply to new service orders or to orders to change existing service after initial installation.

2.20 Reconnection Charge

The Company will charge a reconnection fee as set forth in this tariff.

2.21 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

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2.22 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.23 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the inter-exchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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2.24 Directory Listings

2.24.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.

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

2.24.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of publication of such listings in the directories.

2.24.4 The Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgement, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

2.24.5 The Company reserves the right to limit the length of any listing to one line in the directly by use of abbreviations when, in its sole judgement, the clearness of the listing and the identification of the subscriber is not impaired.

2.24.6 Generally, the listed address is the location of the Customer's business or residence where applicable.

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- 2.25 Universal Emergency Telephone Number Service (911, E911)
  - 2.25.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunction in the service, nor does the Company undertake such responsibility.
  - 2.25.2 911 information consisting of the names, addresses, and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
  - 2.25.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
  - 2.25.4 After the establishment of service, it is the Public Safety Agency’s responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies’ jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
  - 2.25.5 The Company assumes no liability for any infringement, or invitation of any right of privacy of any person or person caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company’s gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, of use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of negligence other wrongful act of the Public Safety Agency, its users, agencies, or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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 Win.Net Telecommunications, Inc.  
 P.O. Box 4189  
 Louisville, KY 40204  
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 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)**

By   
 Executive Director

Local Exchange Telephone Service

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**SECTION 3 – DESCRIPTION OF SERVICE**

3.1 Local Service Area

The Company will provide complex digital service in Jefferson county and in other areas throughout the state on a case by case basis.

3.2 Product Descriptions

3.2.1 Complex Digital Service. The company provides high-capacity digital circuits to its customers (24 voice/digital paths per 1.544 Mhz circuit). Customer’s equipment must be able to handle the Company’s SS7 signaling. Service also requires a Point to Point Access Loop (may be provided by the Customer). Service also requires a means to relay SS7 signaling, usually a Point to Point Access Loop.

3.2.2 Point to Point Access Loop. The company provides point to point T1 (1.544 Mhz) access loops throughout the Commonwealth of Kentucky.

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**SECTION 4 – RATES**

4.1 Complex Digital Service

4.1.1 Monthly Charge

1<sup>st</sup> circuit: \$450/month  
2<sup>nd</sup> circuit: \$350/month  
3<sup>rd</sup> – up circuit: \$250/month

4.1.2 Installation Charge

\$300/circuit

4.1.3 Other Charges

This service requires a Point to Point Access Loop. Customer may provide loop, or Company can provide loop.

4.2 Point to Point Access Loop.

4.2.1 Monthly Charge

Within Jefferson County: \$250/month

Other areas: case by case basis depending upon mileage and costs to Company.

4.2.2 Installation Charge

\$300/loop within Jefferson County.

Other areas: case by case basis depending upon costs to Company.

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4.3 Late Fees

10%/month or \$10/month whichever is greater. No late fees on unpaid late fees. Late fee is assessed each month on unpaid balance – not including unpaid late fees. Payments are applied toward unpaid balances before late fees.

4.4 Returned Check Charge

\$25 per check

4.5 Reconnection Charge (if reconnected within 14 days)

\$100/circuit or loop.

4.6 Early Cancellation Fees

Services cancelled by Customer, or terminated by Company, before the end of the Term shall be billed 50% of the amount which would have been billed if the service had remained for the full Term.

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**SECTION 5 – Individual Case Basis**

5.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case by case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with the commission.

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**SECTION 6 – BILL CONTENTS**

6.1 Bill Contents

The Company's customer bills contain the following information:

1. Name and address of the Company  
    Address for Correspondence  
    Address for Remittance
2. Customer Service/Billing Inquiry telephone number.
3. Name and Address of Customer
4. Bill Date
5. Due Date
6. All Account Numbers
7. Invoice Number
8. Detail of Charges (including taxes)
9. Summary of Charges

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**SECTION 7 – PUBLIC SERVICE COMMISSION**

7.1 Address of Public Service Commission

Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602-0615

7.2 Telephone Numbers of Public Service Commission

1-800-772-4636 (Toll Free)  
502-564-3940 (Direct)  
502-564-3460 (Fax)

7.3 Web site address of Public Service Commission

www.psc.state.ky.us

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