162-0274

Deborah S. Arnott, VP-Dir. of Compliance February 26, 2001 Page 1

IG2, Inc. 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415 p. (718) 520-6500 f. (718) 520-0783

February 26, 2001

# VIA COURIER

Ms. Donna J. Wainscott Administrative Specialist Public Service Commission Commonwealth of Kentucky 730 Schenkel Lane P.O. Box 615 Frankfort, KY 40602

Re: Notification of Name Change of Computer Business Sciences, Inc. to IG2, Inc.

Dear Ms. Wainscott:

# 5011200

On behalf of Computer Business Sciences, Inc. ("Company"), this letter is to notify the Public Service Commission of Kentucky ("Commission") of the Company's intention to change its name to IG2, Inc. The Company requests that all of its records on file with the Commission be changed to reflect the new name.

By way of background, the Company is authorized by the Commission to provide facilities-based Local Exchange and Intrastate, Interexchange Telecommunications Services in the State of Kentucky.

The Company has determined that the name change from Computer Business Sciences, Inc. to IG2, Inc. will be a valuable step in developing the Company's telecommunications services and in implementing its business plan. The name change will not in any way inconvenience or cause harm to the Company's future customers. Consumers will be provided with high quality, affordable services by IG2. The name change will not affect the Company's managerial, technical, or financial resources.



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PUBLIC SERVICE COMMISSION Deborah S. Arnott, VP-Dir. of Compliance February 26, 2001 Page 2

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Absent receipt of written notification to the contrary, the Company will, within thirty (30) days, proceed on the understanding that no approval or other formal action with respect to the name change is required.

An original and 1 (one) copy of the following are enclosed: 1) this letter; 2) an Adoption Notice; and 3) Tariffs P.S.C.K. Nos. 1, 2 and 3 reflecting the name change from Computer Business Sciences, Inc. to IG2, Inc. Should you have any comments or questions regarding this filing, please do not hesitate to contact the undersigned at (718) 520-6500 X149.

Respectfully submitted,

Jebuch & and

Deborah S. Arnott VP-Director of Compliance IG2, Inc. (formerly known as Computer Business Sciences, Inc.)

Deborah S. Arnott, VP-Dir. of Compliance February 26, 2001 Page 3

# OATH

SS.

STATE OF NEW YORK

COUNTY OF QUEENS

I, Deborah Arnott, being duly sworn, state that I am Vice President of Compliance of IG2, Inc., formerly known as Computer Business Science, Inc.; that in such capacity, I have examined all the statements and matters contained in the application; and that all such statements made and matters set forth therein are true and correct to the best of my knowledge, information and belief. I further state that the application is made in good faith, with intention of presenting evidence in support thereof in every particular.

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Signature of Affiant

Subscribed and sworn to before me, a Notary Public in and for the State and County above named this day of February 26, 2001.

Notary Public

(SEAL)

MICHAEL J. ROBINSON Notary Public, State of New York No. 02RO6023360 Qualified in Nassau County Term Expires April 19, 2001

Computer Business Sciences, Inc.

Local Exchange

2

### TITLE SHEET

#### LOCAL EXCHANGE KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff is only effective in those areas where the Company has approved interconnection agreements with the incumbent local exchange carriers serving those areas.

This local exchange tariff contains the descriptions, regulations and rates applicable to the provision of intrastate facilities-based local exchange telecommunications services provided by Computer Business Sciences, Inc., with principal offices at 80-02 Kew Gardens Road, Suite 5000, Kew Gardens, New York 11415, within the following areas of the State of Kentucky:

Louisville

Service Areas for Computer Business Sciences, Inc.



Effective: July 12, 1999

Issued: June 10, 1999 By:

Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

Effective: July 12, 1999

### CHECK SHEET

The sheets listed below, which are inclusive of this local exchange 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 at the bottom of this page.

PAGE	<b>REVISION</b>	
1	Original	
2	1 <sup>st</sup> Revised	
3	1st Revised	
4	Original	
5	1 <sup>st</sup> Revised	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
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22	Original	
23	Original	
24	Original	
25	Original	
26	Original	PUBLIC SERVICE COMMISSION
27	1 <sup>st</sup> Revised	OF KENTUCKY
28	1st Revised	EFFECTIVE
29	Original	
30	1st Revised	JUL 12 1999
31	1st Revised	
32	1st Revised	PURSUANT TO 807 KAR 5:011.
33	1st Revised	SECTION 9 (1)
34	Original	BY Stephand Buy
35	1 <sup>st</sup> Revised	SECRETARY OF THE COMMISSION
36	1st Revised	
37	1 <sup>st</sup> Revised	

Issued: June 10, 1999 By:

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### CHECK SHEET (cont'd)

38	Original
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40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original
51	Original
52	New (Original)

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 12 1999

PURSUANT TO SO7 KAR 5:011, SECTION 9 (1) BY: Stephan Ball SECRETARY OF THE COMMISSION

Effective: July 12, 1999

Issued: June 10, 1999 By:

Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

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SECRETARY OF THE COMMISSION

# Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: <u>Stephan</u> Buy SECRETARY OF THE COMMISSION

Effective: July 12, 1999

Issued: June 10, 1999 By:

Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

#### SYMBOLS SHEET

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

- D Delete or Discontinue
- I Change Resulting In An Increase to a Customer's Bill
- Moved from Another Tariff Location Μ
- New Ν
- Change Resulting In a Reduction To a Customer's Bill R
- Change in Text or Regulation but no Change in Rate or Charge Т

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Issued: June 10, 1999 By:

Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

#### TARIFF FORMAT SHEETS

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

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

D. Check Sheets - When a tariff filing is made with the Public Services Commission of Kentucky, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new 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. remains 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 sheet is the most current on file with the Public Services Commission of Kentucky.

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

Effective: July 152019991 OF THE COMMISSION

Issued: June 10, 1999 By:

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line: An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code: A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

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

**Business:** A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Central Office:** A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Commission: Public Services Commission of Kentucky.

Company or Carrier: Computer Business Sciences, Inc. ("CBS")

**Customer:** The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**End User:** Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access:** The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

**Exchange:** A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

**Extended Area Service:** A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephand But SECRETARY OF THE COMMISSION

## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Intra-LATA Toll Messages: Those toll messages which originate and terminate within the same LATA.

LEC: Local Exchange Company.

Message: A completed call.

Premises: A building or buildings on contiguous property.

P.S.C.K.: Public Services Commission of Kentucky

**Residence or Residential:** A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary: Routes a call to an idle Station line.

**Special Construction:** Service configurations specifically designed and constructed at a Customer's request.

**XDSL:** A variety of digital subscriber line services.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Stephand</u> Buy SECRETARY OF THE COMMISSION

Issued: June 10, 1999 By: Effective: July 12, 1999 Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

### SECTION 2 – RULES AND REGULATIONS

2.1 <u>Undertaking of the Company</u>. The Company's services and facilities are furnished for communications originating at specified points within the state of Kentucky under terms of this tariff.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longerterm basis, and are available twenty-four (24) hours per day, seven (7) days per week.

- 2.2 Limitations
  - 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
  - 2.2.2 The Company reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control; or when the Customer is using service in violation of the law or the provisions of this tariff.
  - 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with 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 or facilities.
  - 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
  - 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Nccessity as an alternative local exchange carrier for the Public Services Commission of Kentucky. PUBLIC SERVICE COMMISSION OF KENTUCKY

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PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephand Bud SECRETARY OF THE COMMISSION

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#### 2.3 Liabilities of the Company

- 2.3.1 The provisions of this section do not apply to errors and omissions caused by the willful misconduct, fraudulent conduct or violations of laws by the Company.
- 2.3.2 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 2.3.3 Computer Business Sciences, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customers for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission; i.e., if the fault lasts for up to 48 hours, customer would not be charged for 1/3<sup>rd</sup> month of service, up to 72 hours customer would not be charged for a full month of service.
- 2.3.4 Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.
- 2.3.5 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.6 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

Issued: June 10, 1999 By: Effective: July 12, 1999 2 1999 Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415 SECTION 9 (1)

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Bau SECRETARY OF THE COMMISSION

### 2.4 Uses of Service

- 2.4.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- 2.4.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- 2.4.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.4.4 Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold, or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: <u>Stephan()</u> BUU SECRETARY OF THE COMMISSION

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#### 2.4 Uses of Service (cont.)

- 2.4.5 Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariff cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the court.
- 2.4.6 The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.
- 2.4.7 Unauthorized Use
  - A. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass.
  - B. Service shall not be used for any purpose in violation of law.
  - C. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or interfere with the Company's reasonable ability to provide the service to others.

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

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#### 2.5 <u>Responsibilities of the Customer</u>

- 2.5.1 The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- 2.5.2 The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 2.5.3 The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- 2.5.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.
- 2.5.5 The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys fees as determined by the court), or liability for patent infringement arising from 1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished, or 2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys fees as determined by the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

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Issued: June 10, 1999 By: Effective: July 12, 1999UL 12 1999 Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415 PURSUANT TO 807 KAR 5 SECTION 9 (1)

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Bud SECRETARY OF THE COMMISSION

#### 2.5.5 <u>Responsibilities of the Customer (cont.)</u>

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel or infringement.

#### 2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.3 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.6.2 No credit shall be allowed for an interruption of a continuous duration of less than twentyfour (24) hours after the subscriber notifies the Company.

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PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: <u>Stephand</u> Bey SECRETARY OF THE COMMISSION

Issued: June 10, 1999 By: Effective: July 12, 1999 Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

- 2.7 <u>Disconnection of Service by Carrier</u>. The Company (carrier), upon fourteen (14) working days' written notice to customer with a second written notice to customer seven (7) days before actual disconnection, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
  - 2.7.1 Non-payment of any sum due to carrier for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.
  - 2.7.2 A violation of any regulation governing the service under this tariff.
  - 2.7.3 A violation of any law, rule or regulation of any government authority having jurisdiction over such service.

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2.8 <u>Deposits</u>. The Company may, at its sole discretion, require a deposit from the Customer as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. The amount of such deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at 6% in accordance with 807 KAR 5:006, Section 7, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulation on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.

After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

- 2.9 <u>Advance Payments</u>. For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount. Such amount shall be equal to two (2) months' service charges and/or the service connection and/or equipment charges which may be applicable, as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered.
- 2.10 <u>Taxes</u>. All state and local taxes (*i.e.*, gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.11 <u>Billing of Calls</u>. All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

PUBLIC SERVICE COMMISSION

2.12 <u>Minimum Call Completion Rate</u>. A Customer can expect a call completion Frate Comparable to that of the local underlining carrier. EFFECTIVE

JUL 12 1999

Issued: June 10, 1999 By: Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415 By: Stephano Buy SECRETARY OF THE COMMISSION

#### 2.13 Application for Service

Service is installed by arrangement between the Company and the Customer.

2.13.1 A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

If the service agreement is made verbally, the Company will, within 5 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Within 5 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company. If services requested by Customer are bundled, however, by agreement with the Customer, bundled services will not be initiated for up to 60 days.

Potential Customers who are denied service for failure to establish credit or pay the required deposit will be notified in writing by the Company of the reason for the denial within 10 days of the denial.

2.13.2 Cancellation of Application for Service

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Computer Business Sciences, Inc. may cancel service by providing thirty (30) days' written notice to Computer Business Sciences, Inc. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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#### 2.13 Application for Service (cont.)

#### 2.13.3 Cancellation of Service

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for services furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the Service Order shall survive such termination.

2.13.4 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will equal to the lesser of either:

- A. 20% of the balance of the total billing payable during the life of the term; or
- B. the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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#### 2.14 Discontinuance and Restoration of Service

- 2.14.1 Discontinuance of Service
  - A. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
  - B. If a Customer cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are five (5) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
  - C. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
  - D. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such Customer is continuing to receive service from the Company.

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#### 2.14 Discontinuance and Restoration of Service (cont.)

- 2.14.1 Discontinuance of Service (cont.)
  - E. The Company may discontinue service under the following circumstances:
    - 1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys fees as determined by the court.
    - 2. A violation of, or failure to comply with, any regulation governing the furnishing of service.
    - 3. An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.
    - 4. Failure to post a required deposit or guarantee.
    - 5. In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
    - 6. Any violation of the conditions governing the furnishing of service.
  - F. Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice certified mail to the Customer's last known address.
  - G. Written notice of the pending disconnection will be rendered not less than 14 days prior to the disconnection, with a second notice sent to the Customer 7 days before actual disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.

Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

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#### 2.14 Discontinuance and Restoration of Service (cont.)

- 2.14.1 Discontinuance of Service (cont.)
  - H. Notice of Disconnection. Written notice will state:
    - 1. the name and address of the Customer whose account is delinquent;
    - 2. the reason for the discontinuance;
    - 3. the amount that is delinquent (if applicable);
    - 4. the date when payment or arrangements for payment are required in order to avoid termination;
    - 5. the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges;
    - 6. the procedure the Customer may use to request amortization of the unpaid charges;
    - 7. the telephone number of the Company representative who can provide additional information or institute arrangements for payment;
    - 8. the telephone number of the Kentucky Consumer Affairs Division where the Customer may direct inquiries.
  - I. Restoration of Service.

Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, the Company shall reconnected previously disconnected service by 5 p.m. on the next business day following either:

- A) Receipt by the Company or its authorized Agent, of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
- B) Agreement by the Company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the Company may not insist upon payment of any new bill that is not past due if that bill did not itself provide the basis for disconnection.

Payment received by an authorized Agent of the Company shall be treated in the same manner as payment made directly to the Company. PUBLIC SERVICE COMMISSION

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#### 2.15 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at anytime and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period of time is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission, which specifies the priority system for such activities.

#### 2.16 Special Construction And Special Arrangements

- 2.16.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Special construction is that construction undertaken:
  - A. Where facilities are not presently available, and there is no other requirement for the facilities so constructed,
  - B. Of a type other than that which the Company would normally utilize in the furnishing of its services,
  - C. Over a route other than that which the Company would normally utilize in the furnishing of its services,

D. In a quantity greater than that which the Company would normally construct,

E. On an expedited basis,

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#### 2.16.1 Special Construction And Special Arrangements (cont'd)

- F. On a temporary basis until permanent facilities are available,
- G. Involving abnormal costs, or
- H. In advance of its normal construction.

#### 2.16.2 Basis for Charges

Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof the agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

- 2.16.3 Basis for Cost Computation The costs referred to in Section 2.16.2 preceding may include one or more of the following items to the extent they are applicable:
  - A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of. (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
  - B. Annual charges including the following: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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- 2.16.4 Termination Liability. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.
  - The maximum termination liability is equal to the total cost of the special Α. facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
  - B. The maximum termination liability as determined in paragraph A.) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.
- Maintenance Charge A maintenance charge shall apply when a user requests the 2.16.5 dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

#### 2.17 Universal Emergency Telephone Number Service (911, E911)

- 2.17.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such.
- 2.17.2 911 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.
- The 911 calling party, by dialing 911, waives the privacy afforded by non-listed 2.17.3 and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnish Safety Answering Point. OF KENTUCKY

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### 2.17 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

- 2.17.4 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.
- 2.17.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons 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 of invasion of the right of privacy of 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, or 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 the negligence or other wrongful act of the Public Safety Agency, its user, 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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#### 3.1 General

3.1.1 <u>Service Order and Installation Charge</u>. The Service Order and Installation Charge is a nonrecurring charge which applies to administrative processing of orders for the installation of a new service, and the installation of equipment required for the provision of service.

Service Order and Installation Charge: \$25 off net or \$250 on-net, both non-recurring

### 3.1.2 Business and Residential Exchange Service -- Monthly Service Rates

Business and Residential Exchange Services provide a business or residential customer with a connection to the Company's switching network which enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance, access toll-free telecommunications service such as 800 NPA, and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business and Residential Exchange Services are provided via one or more channels terminated at the Customer's premises. Each Business and Residential Services channel corresponds to one or more digital, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Business and Residential Exchange Services include XDSL broadband services; cable TV; local dial tone; and high speed Internet Access, which services may be purchased on a bundled or unbundled basis. The Company also offers other bundled packages, including video conferencing, a video broadcast network, video on demand, and computer and software support. Connection charges apply to all PLEVICE SERVICE SERVICE SERVICES WILL SERVICE SERVICES AND ADDRESS UNLESS Waived pursuant to this tariff.

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### SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

#### 3.1 General (cont.)

### 3.1.2 Business and Residential Exchange Service -- Monthly Service Rates (cont.)

The monthly charges for Business and Residential Exchange Services are as follows:

Bundled Services on net:Local Exchange Dial Tone:\$15 per monthHigh Speed Internet Access:\$20 per month		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE	
High Speed Access (XDSL): Cable:	\$65 per month \$30 per month	JUL 12 1999	
Videoconferencing:	free with purchase of complete bu	Indled services PURSUANT TO 807 KAR 5:011. SECTION 9 (1)	

### 3.2 <u>Network Switched Service (offnet)</u>

### 3.2.1 General

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- receive calls from other stations on the public switched telephone network;
- access the Company's local calling service;
- access the Company's (or its underlying carrier's) operators and business

office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and

- access the service of providers of interexchange service. A Customer may

presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 10 1 XXXXX).

## 3.2 <u>Network Switched Service (offnet) (cont'd)</u>

### 3.2.1 General (cont'd)

Business or Residential Access Lines are provided for connection to Customer provided terminal equipment. Nonrecurring, recurring, and usage charges apply as described herein.

The local calling area (i.e, exchange and EAS calling) mirrors the local calling area for basic local exchange service provided by the incumbent local exchange company for the same exchange.

A white pages standard directory listing is included with each unit of wireline service.

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### 3.2 Network Switched Service (offnet) (cont'd)

### 3.2.2 Nonrecurring Charges – Bell South (Offnet)

Residential		
Service Order	\$8.00	
Central Office Connection	\$4.00	
Line Connection	\$5.00	
Change in service		
Simple	\$4.50	
Complex	\$14.00	
Add or change line features		
Simple	\$3.50	
Complex	\$4.00	
Maintenance Charge		
Simple	\$12.50	
Complex	\$25.00	
-		
Business		
Service Order		
Simple	\$13.00	
Complex	\$20.00	
Central Office Connection		
Simple	\$6.50	
Complex	\$8.50	
Line Connection		
Simple	\$12.00	
Complex	\$20.00	
Change in service		PUBLIC SERVICE COMMISSION
Simple	\$4.50	OF KENTUCKY
Complex	\$14.00	EFFECTIVE
Add or change line features	\$3.50	
Maintenance Charge		JUL 12 1999
Simple	\$12.50	
Complex	\$25.00	PURSUANT TO 807 KAR 5011
		SECTION 9 (1)
		BY: Stephand Buil

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#### 3.2 Network Switched Service (offnet) (cont'd)

#### 3.2.3 Other Nonrecurring Charges (Offnet)

1. Service Restoral

A Service Restoral charge applies when service is reconnected after suspension or disconnection as provided in Section 2.14.1 of this tariff. The Service Restoral charge applies in addition to all other applicable charges.

Per Occurrence:		
Bell South Are	as	
Resider	ntial:	
	Simple	\$15.00
	Complex	\$30.00
Busine	ss:	
	Simple	\$15.00
	Complex	\$40.00

2. Primary Interexchange Carrier (PIC) Change Charge

A PIC Change charge applies when the Customer changes the primary interexchange service on a business or residence exchange line after the initial installation of service.

Per PIC Change, per line: Bell South Areas

\$2.00

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### 3.2 Network Switched Service (offnet) (cont'd)

#### 3.2.4 <u>Recurring Charges (Offnet)</u>

### Bell South Areas

The following access areas, i.e., rate schedule groups, are based on access areas as defined in Section 3.5. Volume discounts are available.

Service Type	<u>A</u>		
	Α	В	<u> </u>
Residential	\$3.50	\$3.50	\$3.50
Business Line	\$10.00	\$11.00	\$11.00
Business Trunk, Rotary Line	\$12.00	\$13.00	\$13.00

### 3.2.5 Usage Charges

A. Bell South Areas (Off-net)

Per Minute \$0.0349

### B. Bell South Areas

Rates are not distance-sensitive.

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# 3.2 Network Switched Service (offnet) (cont'd)

# 3.2.6 Optional Calling Features

**Bell South Areas** 

Residential	
Call block	\$0.95
Call forwarding	\$2.00
Call return	\$2.00
Call selector	\$2.00
Call tracing, per successful trace	\$1.75
Call waiting	\$2.50
Caller identification	\$3.25
Distinctive ringing	\$2.00
Repeat dialing	\$2.00
Three-way calling	\$2.00
Business	
Call block	\$0.50
Call forwarding	\$2.00
Call return	\$2.00
Call selector	\$2.00
Call tracing, per successful trace	\$1.75
Call waiting	\$3.00
Caller identification	\$3.25
Distinctive ringing	\$2.00
Repeat dialing	\$2.00
Three-way calling	<b>MA AA</b>
Three-way canning	\$3.00

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# 3.2 Network Switched Service (offnet) (cont'd)

### 3.2.7 Customer Local Area Signaling Services (CLASS) Blocking

A. Per Call Blocking (Calling number delivery blocking)

This blocking enables Customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing \*(TBD) from a touchtone phone, or (TBD) from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided on a universal basis to all eligible customers. All public and semi-public payphones of the Company will be equipped with Per Call Blocking. This service will be provided free of charge.

#### B. Per Line Blocking (Calling Number Delivery Suppression)

This blocking enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the Customer must dial \*(TBD) from a touch-tone phone or (TBD) from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law Enforcement, domestic Shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semipublic, two-party and four-party service Customers.

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#### 3.2 Network Switched Service (offnet) (cont'd)

# 3.2.8 Operator Services

Local exchange calls may be placed on an operator assisted basis. For operator assisted calls to Busy Line Verification and Interrupt and for Directory Assistance, the surcharges are specified in Section 3.2.9 below.

Per Call Charges:		OF KENTUCKY
Person-to-Person	\$0.35	EFFECTIVE
Station-to-Station Billed to Calling Card	\$0.10 \$0.05	JUL 12 1999

#### 3.2.9 Busy Line Verify and Line Interrupt Service

1. Description

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Upon request of a calling party the Company will verify a busy condition on a called line.

A. The operator will determine if the line is clear or in use and report to the calling party.

B. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

#### 2. Regulations

A. A charge will apply when:

1. The operator verifies that the line is busy with a call in progress.

2. The operator verifies that the line is available for *incoming calls*.

3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

#### 3.2 Network Switched Service (offnet) (cont'd)

#### 3.2.9 Busy Line Verify and Line Interrupt Service (Cont'd)

- B. No charge will apply:
- 1. When the calling party advises that the call is to or from an official public emergency agency.
- 2. Under conditions other than those specified in A. preceding.
- C. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D. The Customer shall; identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

\$0.10

# 3.2.10 Rates

Busy Line Verify Service (each request)

Busy Line Verify and Busy Line \$0.25 Interrupt Service (each request)

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Effective: July 12, 1999

# SECTION 3 DESCRIPTION OF BASIC SERVICE AND RATES (cont.)

### 3.2 Network Switched Service (offnet) (cont'd)

#### 3.2.11 Directory Assistance

The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

Per call to Directory Assistance: \$0.60

#### 3.2.12 Directory Listings

The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

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 are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

Rates for Additional Listings Additional Listing Charge	\$0.25	PUBLIC SERVICE COMMISSION
Non-Published Service Non-published service charge, NRC	\$1.00	OF KENTUCKY EFFECTIVE
Non-published service charge, per month:	\$0.10	JUL 12 1999
Non-Listed Service		PURSUANT TO 807 KAR 5.011
Non-listed service charge, NRC Non-listed service charge, per month:	\$1.00 \$0.10	SECTION 9 (1) BY: <u>Stephend Ball</u> SECRETARY OF THE COMMISSION

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# 3.2 Network Switched Service (offnet) (cont'd)

### 3.2.13 Current Rates - Network Switched Service (Off-net)

А. В.	Return Check Charge (Per returned check) Network Switched Service	\$20.00
	Nonrecurring Charges, Bell South Areas	
	Residential	
	Service Order & Installation Charge	\$16.77
	On-Net	\$250.00
	Central Office Connection	\$7.84
	Line Connection	\$10.07
	Change in service	
	Simple	\$8.94
	Complex	\$27.41
	Add or change line features	
	Simple	\$6.65
	Complex	\$7.55
	Maintenance Charge	
	Simple	\$25.00
	Complex	\$50.00
	Business	
	Service Order & Installation Charge	
	Simple	\$24.23
	On-Net	\$250.00
	Central Office Connection	
	Simple	\$12.35
	Complex	\$16.15
	Line Connection	
	Simple	\$23.13
	Complex	\$15.68
	Change in service	
	Simple	\$8.84
	Complex	\$39.47
	Add or change line features	<b>FUBLIC SERVICE COMMISSION</b>
	Maintenance Charge	OF KENTUCKY
	Simple	\$25.00 EFFECTIVE
	Complex	\$50.00

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#### 3.2 Network Switched Service (offnet) (cont'd)

#### 3.2.13 Current Rates - Network Switched Service (Off-net) (cont'd)

C. Service Restoral, Per Occurrence – Bell Atlantic Areas:

Residential:	
Simple	\$31.87
Complex	\$59.19
Business:	
Simple	\$31.87
Complex	\$83.32

D. Primary Interexchange Carrier (PIC) Change Charge - Bell South Areas

Per PIC Change, per line \$5.00

E. Recurring Charges, Bell South Areas

	<u>A</u>		
Service Type	<u>B</u>	С	<u>D</u>
Residential	\$6.37	\$6.37	\$6.37
Business Line	\$18.95	\$20.85	\$21.61
Business Trunk, Rotary Line	\$22.47	\$24.37	\$25.13

F. Usage Charges, Bell South Areas

Rate per minute (not distance sensitive)

1 <sup>st</sup> minute	Additional minute
(or fraction)	(or fraction)
\$0.0349	0.0087

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### 3.2 Network Switched Service (offnet) (cont'd)

G.

### 3.2.13 Current Rates - Network Switched Service (Off-net) (cont'd)

Optional Calling Features, Bell South Areas

#### Residential \$0.95 Call block \$3.80 Call forwarding \$3.80 Call return \$3.80 Call selector \$3.33 Call tracing, per successful trace Call waiting \$4.51 \$6.18 Caller identification **Distinctive ringing** \$3.80 \$3.80 **Repeat dialing** Three-way calling \$3.80 Business \$0.95 Call block \$3.80 Call forwarding \$3.80 Call return \$3.80 Call selector Call tracing, per successful trace \$3.33 \$5.70 Call waiting \$6.18 Caller identification \$3.80 **Distinctive ringing** \$3.80 Repeat dialing \$3.80 Three-way calling

### H. Operator Services

Per Call Charges:

Person-to-Person Station-to-Station Billed to Calling Card \$3.00 \$1.65 \$0.65

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#### 3.2 Network Switched Service (offnet) (cont'd)

#### 3.2.13 Current Rates - Network Switched Service (Off-net) (cont'd)

H	I. Busy Line Verify and Line Interrupt Service Bell	South Areas
	Busy Line Verify Service	\$0.90
I	each request) Busy Line Verify and Busy Line nterrupt Service (each request)	\$1.35
I	. Directory Assistance Bell South Areas	
F	Per call to directory Assistance:	\$0.30
J	Directory Listings Bell South Areas	
F	Rates for Additional Listings:	
	Additional Listing Charge	\$1.95
Ν	Non-Published Service	
	Non-published service charge, NRC Non-published service charge, per month	\$9.80 \$1.10
Ν	Non-Listed Service	
	Non-listed service charge, NRC Non-listed service charge, per month	\$9.80 \$1.10

#### 3.2.14 Current Rates - Network Bundled Services - Business and Residential (On-net)

Local Exchange Dial Tone: High Speed Internet Access High Speed Access (XDSL) Cable: Service Order and Installation Charge: \$15.00 recurring monthly
\$20.00 recurring monthly
\$65.00 recurring monthly
\$30.00 recurring monthly
\$250.00 non recurring OF KENTUCKY
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#### 3.3 Payment of Bills

3.3.1 <u>Rendering and Payment</u>. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, and the last date for timely payment. The Company will pro-rate monthly recurring charges based on a 30 day month.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.

Customer payments are considered prompt when received by the company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

- 3.3.2 <u>Late Payment Charges</u>. Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty (30) days old. There will <u>not</u> be interest on previously-charged late payment fees.
- 3.3.3 <u>Return Check Charges</u>. A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00; \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater. The Company may waive the bad check charge under appropriate circumstances.

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PURSUANT TO 807 KAR 5.011, SECTION 9 (1) BY: Stephan Bru SECRETARY OF THE COMMISSION

3.4 <u>Emergency Call Exemptions</u>. The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies, including police, fire, ambulance, bomb squad and poison control. Computer Business Sciences, Inc. will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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#### 3.5 Exchange Areas served in Kentucky by Computer Business Sciences, Inc. (CBS)

Local calling areas are based on the exchange and Network Access Area designation of the location from which the Customer is served and based on which incumbent LECs serve the same area. The Network Access Area assignment is the same assignment that applies to service provided at the same location by the incumbent LEC – Bell South). The following list provides the exchange areas in which CBS intends to serve:

VEVOUNNCE NAME	נכוא מיתא ד	A TELCO NAME			
XEXCHANGE NAME		502BELLSOUTH	TELECOMM	TNC	
772LOUISVILLE		502BELLSOUTH			
774LOUISVILLE		502BELLSOUTH			
775LOUISVILLE					
776LOUISVILLE		502BELLSOUTH			
778LOUISVILLE		502BELLSOUTH			
244LOUISVILLE		502BELLSOUTH			
245LOUISVILLE		502BELLSOUTH			
253LOUISVILLE		502BELLSOUTH			
254LOUISVILLE		502BELLSOUTH			
*55LOUISVILLE		502BELLSOUTH			
555LOUISVILLE		502BELLSOUTH			
555LOUISVILLE		606BELLSOUTH			
*55LOUISVILLE		502BELLSOUTH			
*55LOUISVILLE		502BELLSOUTH			
217LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
294LOUISVILLE		502BELLSOUTH			
310LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
340LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
341LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
373LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
374LOUISVILLE		502BELLSOUTH			
390LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
446LOUISVILLE		502BELLSOUTH			
540LOUISVILLE		502BELLSOUTH			
560LOUISVILLE		502BELLSOUTH			
561LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
562LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
566LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
568LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	PUBLIC SERVICE COMMISSION
569LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	OF KENTUCKY
571LOUISVILLE		502BELLSOUTH			EFFECTIVE
572LOUISVILLE		502BELLSOUTH			Les 5 T Rais Co. C. C.
574LOUISVILLE		502BELLSOUTH			
581LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	JUL 12 1999
582LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	
583LOUISVILLE	462	502BELLSOUTH	TELECOMM	INC.	COMPLET FOIT
584LOUISVILLE		502BELLSOUTH			PURSUANT TO 807 KAR 5:011,
585LOUISVILLE		502BELLSOUTH			SECTION 9 (1)
587LOUISVILLE		502BELLSOUTH			BY: Stephand But
588LOUISVILLE		502BELLSOUTH			BY: UTIME COMMISSION
	_ • =				SECRETARY OF THE COMMISSION

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# 3.5 Exchange Areas served in Kentucky by Computer Business Sciences, Inc. (CBS) (cont'd)

589LOUISVILLE	462 502BEL	LSOUTH TELECOMM	INC.	
595LOUISVILLE	462 502BEL	LSOUTH TELECOMM	INC.	
596LOUISVILLE	462 502BEL	LSOUTH TELECOMM	INC.	
625LOUISVILLE	462 502BEL	LSOUTH TELECOMM	INC.	
627LOUISVILLE	462 502BEL	SOUTH TELECOMM	INC.	
629LOUISVILLE	462 502BEL	SOUTH TELECOMM	INC.	
632LOUISVILLE		LSOUTH TELECOMM		
679LOUISVILLE		LSOUTH TELECOMM		
681LOUISVILLE		LSOUTH TELECOMM		
779LOUISVILLE		LSOUTH TELECOMM		
795LOUISVILLE		LSOUTH TELECOMM		
852LOUISVILLE		LSOUTH TELECOMM		
854LOUISVILLE		LSOUTH TELECOMM		
*55LOUISVILLE		LSOUTH TELECOMM		
*55LOUISVILLE		LSOUTH TELECOMM		
359LOUISVILLE		LSOUTH TELECOMM		
361LOUISVILLE		LSOUTH TELECOMM		
363LOUISVILLE		LSOUTH TELECOMM		
364LOUISVILLE		LSOUTH TELECOMM		
366LOUISVILLE		LSOUTH TELECOMM		
367LOUISVILLE		LSOUTH TELECOMM		
368LOUISVILLE		LSOUTH TELECOMM		
375LOUISVILLE		LSOUTH TELECOMM		
380LOUISVILLE		LSOUTH TELECOMM		
*39LOUISVILLE		LSOUTH TELECOMM		
392LOUISVILLE		LSOUTH TELECOMM		
397LOUISVILLE		LSOUTH TELECOMM		
398LOUISVILLE		LSOUTH TELECOMM		
451LOUISVILLE		LSOUTH TELECOMM		
452LOUISVILLE		LSOUTH TELECOMM		
454LOUISVILLE		LSOUTH TELECOMM		
455LOUISVILLE		LSOUTH TELECOMM		
456LOUISVILLE		LSOUTH TELECOMM		
458LOUISVILLE		LSOUTH TELECOMM		
		LSOUTH TELECOMM	110	
459LOUISVILLE		SOUTH TELECOMM		PUBLIC SERVICE COMMISSION
464LOUISVILLE		LSOUTH TELECOMM		OF KENTUCKY
473LOUISVILLE 478LOUISVILLE		LSOUTH TELECOMM		EFFECTIVE
479LOUISVILLE		LSOUTH TELECOMM		
		LSOUTH TELECOMM		
485LOUISVILLE 620LOUISVILLE		LSOUTH TELECOMM		JUL 12 1999
		LSOUTH TELECOMM		
672LOUISVILLE		LSOUTH TELECOMM		milmaississim man anno 176m maria
675LOUISVILLE		LSOUTH TELECOMM	INC.	PURSUANT TO 807 KAR 5:011,
752LOUISVILLE			TNC	SECTION 9 (1)
874LOUISVILLE		LSOUTH TELECOMM		Y. Stephand BLU
976LOUISVILLE		LSOUTH TELECOMM		
*39LOUISVILLE		LSOUTH TELECOMM		SECRETARY OF THE COMMISSION
241LOUISVILLE 243LOUISVILLE		LSOUTH TELECOMM		
240UU0101DE	402 JUZDELL	POOLU IETECOMM	TIMO •	

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# 3.5 Exchange Areas served in Kentucky by Computer Business Sciences, Inc. (CBS) (cont'd)

231LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
239LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
228LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
292LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
240LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
261LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
263LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
266LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
267LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
297LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
353LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
544LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
682LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
961LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
962LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
964LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
966LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
968LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
969LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
447LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
447LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
449LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
438LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
491LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
493LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
495LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
	462 502BELLSOUTH TELECOMM INC.	
499LOUISVILLE 671LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
873LOUISVILLE	462 SOZBELLSOUTH TELECOMM INC.	
963LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
279LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
721LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
891LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
893LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
894LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
895LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
	462 502BELLSOUTH TELECOMM INC.	PUBLIC SERVICE COMMISSION
896LOUISVILLE 897LOUISVILLE	462 SOZBELLSOUTH TELECOMM INC.	OF KENTUCKY
899LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	EFFECTIVE
634LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
635LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	
636LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	JUL 12 1999
637LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	002 12 1777
	462 502BELLSOUTH TELECOMM INC.	
638LOUISVILLE 933LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	PURSUANT TO 807 KAR 5:011,
935LOUISVILLE 935LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	SECTION 9 (1)
937LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	BY: Stephand Buy
995LOUISVILLE	462 502BELLSOUTH TELECOMM INC.	Conditional Product of Condition of Condition
*32LOUISVILLE	462 SOZBELLSOUTH TELECOMM INC.	SECRETARY OF THE COMMISSION
326LOUISVILLE	462 SOZBELLSOUTH TELECOMM INC.	
2200001201000	402 SOZDELEBOSTI TELESONIA INC.	

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# 3.5 Exchange Areas served in Kentucky by Computer Business Sciences, Inc. (CBS) (cont'd)

327LOUISVILLE 329LOUISVILLE 332LOUISVILLE 336LOUISVILLE 339LOUISVILLE 342LOUISVILLE 344LOUISVILLE 344LOUISVILLE 372LOUISVILLE 412LOUISVILLE 420LOUISVILLE 421LOUISVILLE 425LOUISVILLE 425LOUISVILLE 426LOUISVILLE 429LOUISVILLE 621LOUISVILLE	$\begin{array}{r} 4\ 6\ 2\\ 4\ 6\ 2\ 2\\ 4\ 6\ 2\ 2\\ 4\ 6\ 2\ 2\ 2\ 6\ 2\ 2\ 2\ 6\ 2\ 2\ 2\ 2\ 2\ 2\ 2\ 2\ 2\ 2\ 2\ 2\ 2\$	502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH 502BELLSOUTH	TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM TELECOMM	INC. INC. INC. INC. INC. INC. INC. INC.
		•••••••		

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 12 1999

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### SECTION 4 - SERVICE PROVIDER NUMBER PORTABILITY

#### 4.1 Description

#### Location Routing Number (SPNP - LRN)

SPNP - LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

SPNP-LRN will be initially deployed in Louisville by October 26, 1999, and will continue through a phase in deployment which will complete around March 2000 according to FCC Docket No. 95-116, as published in the Local Exchange Routing Guide (LERG). Subsequent deployment in additional switches beyond initial deployment pursuant to FCC Docket No. 95-116 will be accomplished through receipt of a bona fide request.

#### 4.2 Terms and Conditions

#### General

Service Provider Number Portability (SPNP) is only available to telecommunications carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("The Act") and the rules and regulations of the Federal Communications Commission and the Public Service Commission of Kentucky.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer's service location remains within the same Company rate center.

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SECTION 9(1)

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Effective: July 12, 1999 Deborah Arnott, Regulatory Administrator 80-02 Kew Gardens Road, Suite 5000 Kew Gardens, New York 11415

#### SECTION 4 - SERVICE PROVIDER NUMBER PORTABILITY (cont'd)

# 4.2 Terms and Conditions (cont'd)

# Rules and Regulations

SPNP service is only available to Telecommunications Carriers. SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or Bell South coin telephone service.

General Regulations as found in this Tariff apply to this section unless otherwise specified in this section. The term "customer", which appears in Part 3.1 of the General Regulations is the equivalent of the term "telecommunications carrier" as used in this section.

Telecommunications Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in FCC No. 2, Section 6, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the FCC and/or the PSCK.

## Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunications Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunications Carrier provide to the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SERVICE COMMISSION service or for misdialed calls.

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephand Buy SECRETARY OF THE COMMISSION

#### SECTION 4 - SERVICE PROVIDER NUMBER PORTABILITY (cont'd)

# 4.2 Terms and Conditions (cont'd)

# Responsibilities of the Telecommunication Carrier

The Telecommunications Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunications Carrier to act on behalf of the end-user, the Telecommunications Carrier is responsible for providing a signed letter of authorization to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunications Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment, and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company terminates in its sole judgement that Telecommunications Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its **end-users** (SERVICE COMMISSION users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible fort providing an appropriate intercept JUL 12 1999 announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an epdets and KAR 5:011.

SECTION 9 (1) BY: <u>Stephand</u> Buch SECRETARY OF THE COMMISSION

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#### SECTION 4 - SERVICE PROVIDER NUMBER PORTABILITY (cont'd)

# 4.2 Terms and Conditions (cont'd)

#### Responsibilities of the Telecommunication Carrier (cont'd).

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, Third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

# Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Services Commission of Kentucky.

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# SECTION 5 – SAMPLE BILLING FORMAT

Computer Business		Account Number XXX-XXX-XXXX XXX XXX	
Sciences, Inc.	Date:, 19		19
CUSTOMER NAME CUSTOMER ADDRESS ADDRESS CITY, STATE ZIP CODE		Total Amount Due: Payment is due on: Amount Enclosed:	50.00 
		yable to <i>Computer Business Sc</i> VY 11415 and write your accou	ciences, Inc., 80-02 Kew Gardens Road, int number on your check.
ACCOUNT SUMMARY Previous Balance	within Connecticut at 1-300-382-45 S0.00	86 or (860) 827-2622 from out	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
Payment Received// Thank You Balance as of//	<u>\$0.00 cr</u>	<b>SO.00</b>	
NEW CHARGES Local Dial Tone High Speed Internet XDSL Cable Videoconferencing	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		JUL 12 1999 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) BY: Stedrand Bull
Surcharges and Taxes Federal Tax \$0.00 Surcharge(s) State/Local Sales Tax \$0.00			SECRETARY OF THE COMMISSION
Total New Charges Due by	, 199	\$0.00	
			IG2 <sub>™</sub>
		Ch	hanging the Way the World Communicates!

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