

P.V. Tel of Kentucky, LLC

Long Distance tariff

INTEREXCHANGE TARIFF OF
P.V. TEL OF KENTUCKY, LLC

Regulations and schedules of charges, applicable to intrastate interexchange telecommunications services provided by P.V. Tel of Kentucky, LLC, between various locations within the Commonwealth of Kentucky. Service is provided in conjunction with the Company's interstate product offerings.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 27 1999

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

BY: Stephan Bell
SECRETARY OF THE COMMISSION

Issued: April 27, 1999

Effective: May 27, 1999

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CHECK SHEET

Pages 1 through 34, inclusive, of this tariff are effective as of the date shown at the bottom of this page. Original and revised pages as named below comprise all changes from the original tariff that are in effect on the date thereof.

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EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

- C - To signify changed regulation
- D - To signify discontinued rate or regulation
- I - To signify increased rate
- N - To signify new rate or regulation
- M - To signify matter relocated without change
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation

Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between currently effective pages, a decimal is added. For example, a new page added between pages 8 and 9 would be page 8.1.

Page Revisions - Revised page numbers appear in the upper right corner of each page. These numbers indicate the most current page version on file with the Kentucky Public Service Commission. For example, the 4th revised page 8 cancels and supersedes the 3rd revised page 8.

Paragraph Numbering Sequence - Each level of paragraph numbering is subservient to the next higher level.

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A. DEFINITION OF TERMS

For purposes of this tariff, the following definitions shall apply.

Access Code

A sequence of numbers that, when dialed, connects a Consumer to an interexchange carrier that is associated with that sequence. Dialing sequences which utilize a 950-10XX, 1-800, or 10XXX prefix are examples of access code arrangements available to Customers.

Access Arrangement

The facility from a local exchange carrier or other common carrier which connects a subscriber's location to the Company's point of presence in a LATA. Presubscription is an example of an access arrangement used by the Company.

Accounting Code

A code consisting of two or more digits which is available to Customers for identifying individual users and thereby allocate the cost of long distance service.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a Customer.

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to Customers and authorized users to identify themselves as being entitled to access and use the Company's services.

Authorized User

An individual, firm, corporation, or other entity authorized by the Customer to utilize communications services provided by the Company.

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A. DEFINITION OF TERMS (Continued)

Billed Party

The individual or entity responsible for the payment of charges associated with calls placed using services provided by the Company.

Billing Agent

An entity with whom the Company has contracted to secure billing and collection arrangements. Local exchange carriers, clearing houses, and issuers of commercial credit cards are examples of billing agents which may be utilized by the Company.

Called Station

Denotes the terminating point of a long distance telephone call (i.e. the called telephone number).

Calling Station

Denotes the point from which a call is placed (also referred to as the originating location).

Carrier Recognized Holidays

The following days are recognized as holidays for billing purposes: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except as otherwise specified herein.

Company

P.V. Tel of Kentucky, LLC, a Kentucky limited liability company.

Credit Application

A standard form which is used by the Company to assess a Customer's creditworthiness prior to the Company's arranging the installation of any facilities or the provision of any services to a Customer.

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A. DEFINITION OF TERMS (Continued)

Customer

An individual, firm, corporation, agency, or other entity which orders service and is responsible for the payment of charges and compliance with the tariff provisions set forth herein. For billing purposes, a Customer is considered to be an account. If a person, firm, or other entity orders the service in more than one city served by the Company, or requests the assignment of more than one account number in a particular city, each such account may be treated as a separate Customer for billing purposes.

Day Rates

Day Rates are applicable to calls placed Monday through Friday from 8:00 AM to, but not including, 5:00 PM.

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Company's point of presence are directly linked. Such arrangements may involve interconnection facilities provided by another carrier or a local access provider.

Evening Rates

Evening Rates are applicable to calls placed Sunday through Friday from 5:00 PM to, but not including, 11:00 PM. Evening rates are also generally applicable on Carrier Recognized Holidays, unless a lower rate would normally apply.

Interconnection Facilities

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with the Company's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

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A. DEFINITION OF TERMS (Continued)

LATA (Local Access Transport Area)

A geographic area established pursuant to the terms of the Modified Final Judgment in United States vs. American Telephone & Telegraph Company, Cause Number 74-1698 in the United States District Court for the District of Columbia.

Local Access Provider

A company which furnishes connectivity between the customer's premises and the Company's terminal location or point of presence.

Local Exchange Carrier

A company which furnishes exchange telephone service.

Local Access Provider

A local exchange carrier or other entity which furnishes interconnection facilities between the Customer's premises and the Company's point of presence in a LATA.

Minimum Service Period

The minimum period of time during which a Customer is obligated to subscribe to services provided by the Company.

Night/Weekend Rates

Night/Weekend Rates are applicable to calls placed Sunday through Friday from 11:00 PM to, but not including, 8:00 AM the following day, and all day Saturday.

Premises

The space designated by a Customer at its place or places of business for the provision of service.

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A. DEFINITION OF TERMS (Continued)

Presubscription

A switched access arrangement whereby the Customer directs the local telephone company to route all long distance telephone calls to the Company.

Point of Presence

The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls.

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B. RULES AND REGULATIONS

1. Undertaking Of The Carrier

a. The furnishing of the communications services under the terms of this tariff will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of intrastate telephone calls.

b. Service consists of the furnishing of transmission capabilities to Customers and authorized users for the placement of interstate long distance telephone calls. Services are offered subject to the availability of the necessary facilities and equipment to provide the service.

c. The Company, when acting at the Customer's request and as his authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

2. Limitations

a. Service is offered on a full time monthly basis pursuant to the terms and conditions set forth herein subject to the availability of facilities necessary to provide the service.

b. The Company reserves the right to deny Service to any person or entity: a) who, in the Company's judgement, presents an undue risk of nonpayment or refuses to comply with the deposit requirements set forth in this tariff; b) if the Company believes that the person's or entity's use of the Service would violate the provisions of this tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that person or entity; or c) if the Company determines in its sole discretion that facilities are not available to provide the Service.

c. The Company reserves the right to refuse to provide service to or from any location where it has not ordered access facilities, installed network interconnections, or the necessary facilities and/or equipment are not available, acceptable, or justifiable. The Company also reserves the right to make changes to equipment, service components, and/or network configurations as may be required.

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B. RULES AND REGULATIONS (Continued)**2. Limitations (Continued)**

d. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a Customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other Customers of the Company. The Company also reserves the right to discontinue furnishing service when the Customer is using the service in violation of the provisions of this tariff or of the law.

e. Service may be discontinued without notice by blocking traffic to certain cities, countries, or exchanges, or by blocking calls using certain access codes or authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.

f. The Company reserves the right to validate the credit worthiness of users of operator services through appropriate validation procedures. When a payment method cannot be validated, the caller may be required to provide an alternative payment method or the Company may refuse to complete the call. Service may be denied due to insufficient billing information, invalid telephone numbers, credit card, or calling card numbers, or refusal of a designated party to accept responsibility for payment.

g. The services provided under this tariff are directly or indirectly controlled by the Company and may not be altered or affected nor transferred or assigned without the express written consent of the Company, which consent may be withheld, without limitation, by the Company in its sole discretion at any time such alteration, effect, transfer, or assignment would result in an interruption of the services or a change in the manner in which the services are to be provided.

h. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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B. RULES AND REGULATIONS (Continued)

2. Limitations (Continued)

i. No individual, corporation, or other entity shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without the prior written consent and approval of the Company.

j. The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.

k. The provision of service will not create a partnership or joint venture between the Company and the Customer nor result in joint service offerings to their respective authorized users.

l. In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

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3. Terms And Conditions

- a. Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- b. Customers may order Services under this tariff by contacting an authorized Company representative and executing the Company's Application for Service. The name(s) of the Customer(s) desiring to subscribe to service, the service(s) to be provided, the targeted Service Date, and the location(s) of such services must be stipulated in the Application for Service.
- c. Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All Customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- d. Except as otherwise provided in this tariff, service is provided and billed on the basis a one (1) month, beginning on the Service Date and continuing until Service is terminated verbally or in writing by the Customer.

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B. RULES AND REGULATIONS (Continued)

3. Terms And Conditions (Continued)

e. Applicants, Customers, or joint users whose payment record is found to be delinquent as defined by the Kentucky Public Service Commission or whose service has been disconnected for non-payment, or who cannot furnish either a letter of good credit or an acceptable co-signer or guarantor on the same system within the Commonwealth of Kentucky to guarantee payment may be required to make a deposit up to an amount equal to two (2) months actual or estimated charges for the service provided. Interest at a rate prescribed by the Commission shall accrue on any such security deposit. The Company may adjust the amount of the deposit upward or downward as it deems appropriate in light of changing conditions and payment history. The Company shall also be entitled to require an Applicant or Customer to pay all its bills within a specified period of time and to make such payments in cash or a cash equivalent. Deposits may be refunded or credited to the Customer after two years unless the Customer has had two consecutive 30-day arrearages or more than two non-consecutive 30 day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past six months. Simple interest on deposits at the rate as prescribed by the Commission shall be paid by the Company to each Customer required to make such deposit for the time it is held by the Company. Interest shall be accrued annually and payment of such interest shall be made to the Customer at least every two (2) years and at the time the deposit is returned. The deposit shall cease to accrue interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

f. The Customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the Customer to be responsible for damages to equipment pursuant to this tariff.

g. Customer agrees to return all company-provided equipment to the Company within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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B. RULES AND REGULATIONS (Continued)

3. Terms And Conditions (Continued)

h. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The Customer shall be responsible for making any necessary arrangements for the Company's entrance to the Customer's premises.

i. In the event the Company files suit or retains an attorney to enforce the terms of this tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.

j. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

k. Except as otherwise provided herein, or as specified in writing by the party entitled to receive Service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

4. Cancellation Of Service By A Customer

a. A Customer may discontinue service, either in part or in its entirety, upon notice to the Company.

5. Use Of Service

a. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services. Service furnished by the Company may be used for one or more of the following:

- 1) for the transmission of communications by the Customer;
- 2) for the transmission of communications by a joint or authorized user as defined herein; or

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B. RULES AND REGULATIONS (Continued)

3) for the transmission of communications to or from a Customer of another common carrier, which has subscribed to the Company's communications services.

b. The Customer shall not use nor permit others to use the Service in a manner that could impede or interfere with the Services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations. Service furnished by the Company shall not be used for any unlawful purpose.

c. No person, firm, corporation, agency, Customer, authorized user or other entity shall resell nor permit others to resell the Company Services without the prior written consent of the Company.

6. Payment Arrangements

a. The Customer is responsible for payment of all charges for services furnished to the Customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided equipment or facilities by third parties, including, without limitation, the Customer's employees or the public.

b. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one and one-half percent (1.50%) per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may accrue upon any unpaid amount commencing five (5) days after the date the payment is past due.

c. Usage charges are billed after each usage cycle. In the event that Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.

d. Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service those charges will also be charged to the Customer.

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B. RULES AND REGULATIONS (Continued)**6. Payment Arrangements (Continued)**

- e. If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the Service, the Customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
- f. All stated charges in this tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, including the Kentucky Gross Receipts Tax. Such taxes, fees, etc. shall be paid by the Customer.
- g. Invoices for services may be rendered by the Company or a Billing Agent. This tariff sets forth the terms and conditions for payment arrangements made directly with the Company. When invoices are rendered by a Billing Agent, payment arrangements shall be subject to the terms and conditions of that entity.
- h. Any objections to billed charges must be promptly reported to the Company. Notice of a dispute of charges after invoice is rendered must be received by the Company within the time required by the Kentucky Public Service Commission's rules and regulations or such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate.
- i. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this tariff, the Customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.
- j. When payment for services is made by check or draft and is returned to the Company for any reason, including but not limited to insufficient funds, a charge in an amount allowed by law may be made by the Company for each item returned by the banking institution on which it is written.

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B. RULES AND REGULATIONS (Continued)

6. Payment Arrangements (Continued)

k. If a check, draft, or other payment instrument remitted by a Customer or authorized user is dishonored more than once during a twelve (12) month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.

l. In the event that a Customer's account becomes delinquent, the Company may require the prepayment of up to six (6) months of actual or estimated recurring and/or non-recurring charges for the Services ordered hereunder as a condition of the continued provision of all such Services. Interest at a rate prescribed by law shall accrue on such deposits.

7. Liability

a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a months is considered to have 30 days.

b. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

c. The Company shall be indemnified and held harmless by the Customer against:

1) Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities; and

2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer; and

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B. RULES AND REGULATIONS (Continued)

7. Liability (Continued)

3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

d. The Company shall not be liable for and the Customer indemnifies and holds the Company harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence.

8. Change In Service Arrangement

a. When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges may not apply to the facilities or services continued in use. A new Minimum Service Period may be applicable for the newly installed facilities or services provided to the Customer. The Minimum Service Period for the facilities or services continued in use may be adjusted as a result of changes in the Customer's service arrangement.

b. When Customer upgrades service provided by the Company, the Company may waive certain charges, provided that the Customer pays for all associated installation and removal costs, and the unrecovered cost of any equipment associated with the original service which is not usable in the upgraded service.

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B. RULES AND REGULATIONS (Continued)

9. Restoration Of Service

a. If service is terminated for cause due to nonpayment pursuant to this tariff, service may be restored at the sole discretion of the Company, only when all outstanding invoices, regardless of due date, have been paid, and continued service thereafter may require that for a period of up to one (1) year, charges for recurring services be paid in advance and invoices for all other service be due net thirty (30) days, subject at all times to the Company's rights to assess late charges and other fees and to suspend or terminate service pursuant to this tariff.

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

10. Inspection

a. The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this tariff, and with installation, operational, or maintenance specifications of the Company. The Company may interrupt the service at any time, without penalty to the Company, due to a departure from any such requirements.

11. Cancellation For Cause By The Company

a. The Company may discontinue the furnishing of service(s) to a Customer upon five (5) days written notice, and after making a reasonable attempt to effect collection, without incurring any liability, upon continued failure to pay any sum owing to the Company. The Company may discontinue the furnishing of service(s) to a Customer upon reasonable notice for failure to correct a violation of any applicable laws, rules or regulations.

b. The Company may immediately discontinue the furnishing of service(s) to a Customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.

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B. RULES AND REGULATIONS (Continued)

11. Cancellation For Cause By The Company (Continued)

c. The Company may discontinue the furnishing of service(s) to a Customer, upon reasonable notice and without incurring any liability, if the Customer refuses to furnish a deposit pursuant to the rules and regulations of Kentucky Public Service Commission.

d. The Company may immediately discontinue the furnishing of service(s) to a Customer, without incurring any liability, if the Customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.

e. The Company will not disconnect service for failure to pay for any non-communications service, including, but not limited to, any unregulated telecommunications equipment or services furnished by the Company, as well as failure to pay billings for 900 and 900-type charges or non-regulated charges.

f. Discontinuance of Service(s) by the Company pursuant to this Section will take place only on Monday through Thursday between the hours of 8:00 AM and 4:00 PM, unless provisions have been made to have someone available to accept payment and reconnect service.

g. Discontinuance of Service(s) by the Company pursuant to this Section shall not relieve the Customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance.

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B. RULES AND REGULATIONS (Continued)

12. Testing And Adjustments

a. Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

13. Interconnection With Other Carriers

a. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a Customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.

b. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the Customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.

c. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any Customer, authorized user, or other entity without the prior written consent of the Company.

14. Allowance For Interruptions

a. A credit allowance will be provided for that portion of a call which is interrupted due to poor transmission (difficulty hearing one of the parties), distortion (noise), wrong numbers, or involuntary disconnection of a call if such deficiencies were caused by the Company's service. A customer must promptly report the time the call was placed, its destination, and the difficulty experienced to a service representative in order to receive a credit allowance.

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B. RULES AND REGULATIONS (Continued)

14. Allowance For Interruptions (Continued)

b. In the event a call is involuntarily disconnected, the amount of the credit shall be equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or distortion, the credit shall not exceed the charge for the last three (3) minutes of the interrupted call, or the entire call if it lasted less than three (3) minutes.

c. If the Customer elects to use the services of another carrier after any of the above interruptions, or during a period when the Customer is unable to place a call using the Company's service(s), the Customer shall pay the charges for the alternative service used.

15. Billing Disputes

a. Customers with inquiries or complaints regarding their bill may call the Company's toll-free number. This telephone number is provided on the Customer's bill. Customers may also call the local exchange carrier that issued the invoice on the Company's behalf.

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C. SERVICE OFFERINGS AND RATES

1. General Description of Services

- a. Services are furnished on a full-time monthly basis for the placement of intrastate telephone calls. All services are provided for a minimum service period on one month, unless otherwise specified herein.
- b. Service is available in all locations within the state, subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or conditions are not available or acceptable.
- c. Rates and charges vary depending upon the service option selected by the customer. Service offerings may involve one or more of the following: usage charges, monthly recurring charges, and/or a minimum monthly usage charge, as specified herein.
- d. Chargeable time begins when the Company receives signaling to detect that the network connection between the calling station and the called station has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. All calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute, unless otherwise specified herein. The Company does not bill for incomplete calls.

Where charges for a service are specified based upon distance, the following rules apply:

- e. Usage charges are based upon the duration of a call, the time of day a call was placed, and the distance between the calling and the called station. The time at which the connection is made dictates the application of Day, Evening, and Night/Weekend rates. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.

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C. SERVICE OFFERINGS AND RATES (Continued)

1. General Description of Services (Continued)

f. Usage charges are based upon the airline distance between rate centers associated with the calling station and the calling station. The airline mileage between the rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The rate centers and associated vertical and horizontal coordinates are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and NECA Tariff No. 4.

2. Product Offerings

a. Switched - One Plus Service

One Plus Service is a one-way outbound message telephone service between stations within the state designed for small to medium size Customers. Access to the network is available through presubscription (or 1+ access) and dial-up arrangements. Service is provided for a Minimum Service Period of one month.

The following maximum rates are applicable to calls placed pursuant to each option. All calls are billed in six (6) second increments with an eighteen (18) second minimum. Per minute rates will be prorated. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Measured Service	ICB	NA	NA	NA
Unmeasured				
Plan A	NA	.169¢	NA	NA
Plan B	NA	.159¢	NA	NA
Plan C	NA	.149¢	NA	NA
Plan D	\$100.00	.139¢	NA	NA
Plan E	\$500.00	.135¢	.129¢	NA
Plan F	\$1000.00	.129¢	.125¢	.119¢
Plan G	\$2500.00	.125¢	.119¢	.109¢
Plan H	\$5000.00	.119¢	.109¢	.105¢
Plan I	\$10,000.00	.105¢	.099¢	.094¢

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

b. Dedicated - One Plus Service

Dedicated One Plus Service is a dedicated service arrangement designed to accommodate the needs of medium to large size businesses. Under this arrangement, Customers access the Company's network via dedicated access facilities between the Customer's premises and the Company point of presence. Charges for interconnection facilities are equivalent to those assessed by the local access provider and payment for such charges shall be the responsibility of the Customer and are in addition to the rates contained in this tariff.

The following maximum rates are applicable to calls placed pursuant to each option. All calls are billed in six (6) second increments with an eighteen (18) second minimum. Per minute rates will be prorated. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Dedicated				
Plan A	\$100.00	.092¢	NA	NA
Plan B	\$500.00	.085¢	NA	NA
Plan C	\$1000.00	.082¢	.079¢	.077¢
Plan D	\$2500.00	.079¢	.077¢	.075¢
Plan E	\$5000.00	.077¢	.075¢	.074¢
Plan F	\$10,000.00	.075¢	.073¢	.071¢

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

c. Travel Service

Travel Services are available to Switched and/or Dedicated customers only. Travel Services enable a Customer or authorized user to bill a long distance telephone call to an authorized calling card account with the Company. TravelService calls are initiated by using access code dialing and authorization code. The following maximum rates are applicable to calls placed using the Company's Travel Service. A maximum per call charge of \$.59 also applies. Travel Service calls are timed and billed in six (6) second increments with a minimum initial usage billing of thirty (30) seconds.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Travel Services Card				
Plan A	\$100.00	.200¢	NA	NA
Plan B	\$500.00	.180¢	NA	NA
Plan C	\$1000.00	.160¢	NA	NA
Plan D	\$2500.00	.140¢	NA	NA
Plan E	\$5000.00	.120¢	NA	NA
Plan F	\$10000.00	.100¢	NA	NA

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

d. Switched - 1-800 Service

1-800 Service is a service which enables customers to provide toll free calling to their customers and others. Under this arrangement the Customer is billed for the charges, not the initiator of the call. Customers may elect to utilize dedicated access arrangement or switched access arrangements to interconnect with the Service. Rates and charges vary depending upon the manner by which the Customer is interconnected with the Company's network. The Customer is responsible for payment of all charges for such interconnection.

The following maximum rates are applicable to calls placed pursuant to each option. All calls are billed in six (6) second increments with an eighteen (18) second minimum. Per minute rates will be prorated. Monthly minimums are combined total customer usage of all company services.

<u>Service Plan</u>	<u>Minimum Monthly Usage</u>	<u>Term - Per Minute Rates</u>		
		<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Toll Free 800/888 Service				
Plan A	\$100.00	.139¢	NA	NA
Plan B	\$500.00	.135¢	.129¢	NA
Plan C	\$1000.00	.129¢	.125¢	.119¢
Plan D	\$2500.00	.125¢	.119¢	.115¢
Plan E	\$5000.00	.119¢	.115¢	.109¢
Plan F	\$10,000.00	.109¢	.105¢	.099¢

Switched Access Arrangement - This service is provided on an ICB basis.

Dedicated Access Arrangement - This service is provided on an ICB basis.

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

e. Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Network Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed Switched and Dedicated Telephone Services.

1. Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Calls: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charges: The end user places the call without dialing the destination number, although the capability to do so himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator dial the calling station.

Billed to Non-Priority Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-priority calling card issued by another company.

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

e. Operator Services (Continued)

2. Rates

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 2.e.3 and Section 2.e.4 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

<u>Service</u>	<u>Per Call Charge</u>
Person-to-Person	\$2.00
Collect Calling	\$1.00
Third Party Billing	\$1.00
Station to Station Operator Assisted	\$1.00

3. Busy Line Verification and Line Interrupt Service

Description

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.

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

e. Operator Services (Continued)

3. Busy Line Verification and Line Interrupt Service (Continued)

Regulations

A charge will apply when:

- a) The operator verifies that the line is busy with a call in progress.
- b) The operator verifies that the line is available for incoming calls.
- c) 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.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person

Rates

Busy Line Verify Service (each request)

~~\$1.00~~ PUBLIC SERVICE COMMISSION
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Busy Line Verify and Busy Line Interrupt Service (each request)

\$1.60

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C. SERVICE OFFERINGS AND RATES (Continued)

2. Product Offerings (Continued)

f. Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within the state by calling the Directory Assistance operator at no charge.

g. Individual Case Basis (ICB) Arrangements

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

h. Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customer(s).

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