

BELLSOUTH  
 TELECOMMUNICATIONS, INC.  
 KENTUCKY  
 ISSUED: October 31, 2001  
 BY: E.C. Roberts, Jr., President - KY  
 Louisville, Kentucky

NTSRR AND INTRALATA ACCESS COST RECOVERY

PSC KY. TARIFF 2J  
 Sixth Revised Page 1  
 Cancels Fifth Revised Page 1  
 EFFECTIVE: November 30, 2001

### J3. RATE REGULATIONS

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**J3.2 Reporting Requirements of the Carriers (Cont'd)**

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#### J3.2 Reporting Requirements of the Carriers (Cont'd)

- B. In the event a carrier does not employ billed minutes in billing for the intrastate measured toll services it provides to its Kentucky customers, a special study showing jurisdictional minutes of use shall be required in lieu of the mentioned billed minutes. The methodology used in preparing this special study shall be subject to review and approval of the KPSC.
- C. Each of the reports required in J3.2.A. and the certification letters referenced in J2.1 will be signed by an authorized representative of the carrier verifying that they are familiar with contents thereof, and that such information is true and correct to the best of their information, knowledge, and belief.

#### J3.3 Auditing

- A. The KPSC shall be the recipient for all requests for audits of the carrier to verify the information provided in the reports required in J3.2. The KPSC shall determine the appropriateness of and/or conduct or have conducted by its agents such audits at its discretion. (C)
- B. The KPSC shall be the recipient of all requests for audits of the LEC for the purpose of verifying the Company's calculations and apportionment of Non-Traffic Sensitive Revenue Requirement. (C)

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#### **J3.3 Auditing (Cont'd)**

- C. All information and/or records obtained by the KPSC or its agents as a result of the audits as specified in J3.3.A. and/or B. preceding considered proprietary or confidential and so designated by a carrier will be treated by the KPSC or its agents in accordance with established KPSC procedures, rules, and regulations with respect to treatment of proprietary confidential information, unless the KPSC determines that such designation is not appropriate. All information and/or records considered and designated as proprietary or confidential by a carrier furnished to the KPSC or an agent of the KPSC subject to the Kentucky Open Records Act shall be accompanied by a petition for proprietary or confidential treatment.

#### **J3.4 Maintenance Of Records**

##### **J3.4.1 Non-Traffic Sensitive Revenue Requirement**

- A. The carrier shall maintain copies of its installation and change orders, FCC Forms 214, 435, and 436, and all other relevant engineering documents which can be used to verify the information provided in the reports required in J3.2., for at least 3 years from the date the document is created unless a deviation is granted by the KPSC.
- B. The carrier shall maintain all relevant accounting and billing documents which can be used to verify the information provided in the reports required in J3.2.B., for at least 3 years from the date the documents are created unless a deviation is granted by the KPSC.

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#### J3.4 Maintenance Of Records (Cont'd)

##### J3.4.1 Non-Traffic Sensitive Revenue Requirement (Cont'd)

- C. The Company shall maintain for 3 years, unless a deviation is granted by the KPSC, copies of all documents provided by carriers and the Commission for calculating and apportioning NTS Revenue Requirements; and all of its worksheets created in computing the NTS Revenue Requirements assigned to each carrier pursuant to this Tariff. All information and records maintained by the Company shall be held confidential with respect to all parties, except such information shall be made available to the KPSC at its direction.
- D. The Company shall maintain for 3 years, unless a deviation is granted by the KPSC, copies of all documents relevant to their calculation of NTS Revenue Requirements, including but not limited to worksheets and all relevant accounting and billing documents which could be required to verify information provided in the reports required in J3.2.B. and J3.2.D. This requirement is not intended to expand the legal right or remedies of any carrier.
- E. All records maintained by the carriers as set forth in J3.4.A., B., C., and D. preceding shall be made readily available to the KPSC or its agent at its request. Any records considered proprietary or confidential and so designated by the carriers will be treated by the KPSC or its agents and/or the Company in accordance with established KPSC procedures, rules, and regulations with respect to treatment of proprietary confidential information, unless the KPSC determines that such designation is not appropriate. All information and/or records considered and designated as proprietary or confidential by a carrier furnished to the KPSC or an agent of the KPSC subject to the Kentucky Open Records Act shall be accompanied by a petition for proprietary or confidential treatment.

##### J3.4.2 (DELETED)

(D)

#### J3.5 Billing Calculations And Disputes

- A. The Company will bill the carrier according to the rates and charges specified in this Tariff, on the basis of the information outlined in J.4.2.
- B. The carriers' representative should contact the Company if any questions arise from the carriers' bill. Where not resolved that day, the inquirer should confirm the inquiry in writing. Should the Company become aware that the bill(s) is inaccurate, incomplete, or unreliable as a result of the preceding, an appropriate corrected bill(s) will be provided, for an arrears period not to exceed the 12th monthly billing cycle preceding the written date of inquiry (or preceding the date of petition for audit). Such corrected bill(s) will identify the original bill(s) which it serves to correct, separately identify amounts based upon audit, and show the corrected information involved.
- C. The carrier shall have the option of accepting or disputing corrections in bills rendered pursuant to J3.5.B. The carrier must inform the KPSC and the Company of its decision to dispute by the close of the third billing cycle after the corrected bill is rendered. If the carrier fails to meet this requirement, the corrected bill is considered to be accepted by the carrier for the purposes of this Tariff. Disputes will generally fall within one of *two* categories as follows:
  - 1. Dispute of the Company's allocation calculations.
  - 2. Dispute of the NTSRR allocation because the minutes used in the allocation are under dispute in the access tariff.
  - 3. (DELETED)
- D. Amounts disputed by a carrier as set in J3.5.C., or any other disputed amounts, shall be paid to the Company as set forth in J2.4.C., subject to refund. Amounts disputed by a carrier as set forth in J3.5.C.1. and J3.5.C.2. shall be handled as set forth in BellSouth Kentucky Access Tariff, PSC KY. Tariff 2E, Section E.2.4.1.B.4. The late payment charges will be assessed to carriers based on principle amounts as settled by the dispute and conditions set forth in J2.4.C.
- E. (DELETED)

(C)

(D)

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**J3.6 Out-Of-Period Adjustments for Non Traffic Sensitive Revenue Requirement**

(N)

- A. Occasionally an out-of-period adjustment is required to the NTSRRR monthly bills due to: (N)
  - 1. Calculation errors by the Company. (N)
  - 2. Determination that the usage associated with a carrier during the calculation was in error resulting in a significant (plus or minus 10%) error in the charges to any carrier. (N)
- B. In the event of the above situations, all principle monthly amounts will be adjusted. If any late payment charges have been generated based on the original amounts and the adjustment is a downward adjustment, the late payment charges will also be adjusted downward. (N)
- C. In the event of an error by the Company which causes overpayment by one or more carriers, the adjustment received will include interest at the rate of .000590 per day. (N)

**J3.7 Interpretation And Enforcement**

- A. If a carrier fails to comply with the provisions of this Tariff (including filing reports as herein specified and failure to make full payment), and to substantially correct such noncompliance within thirty (30) days after written notice by certified mail from the Company to an officer of the carrier and to the KPSC, the issuing LEC may at their option discontinue the provision of part or all of the intrastate portion of the benefits and facilities provided by the issuing LEC to the carrier and its affiliates. The Company shall inform the carrier and the KPSC by certified mail of the intent to discontinue benefits or facilities at least 30 days in advance of such action.
- B. The provisions herein for administering and enforcing this Tariff shall be in addition to any other remedies which may be available to the carrier and the issuing Company, including the right to resolve their differences through negotiation, and the right to request the KPSC to take such action as may be appropriate under the circumstances.