

FILE

The Public Utilities Commission of Ohio  
TELECOMMUNICATIONS APPLICATION FORM for  
**DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD  
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of Windstream NuVox Ohio )  
Inc. to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )

TRF Docket No. 90-9095-TP-TRF

Case No. 11 - 2951 -TP -ATA.

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Windstream NuVox Ohio, Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 4001 N. Rodney Parham Rd. Little Rock, AR. 72212

Company Web Address http://www.windstream.com

Regulatory Contact Person(s) Kathy E. Hobbs

Phone 614-228-9484

Fax 614-224-4433

Regulatory Contact Person's Email Address Kathy.Hobbs@windstream.com

Contact Person for Annual Report Lezlie Young

Phone 501-748-5150

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Mollie Chewning

Phone 704-814-2531

Address (if different from above) 1720 Galleria Blvd., Charlotte, NC. 28270

**Part I - Tariffs**

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II - Exhibits**

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician du Date Processed MAY 13 2011

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

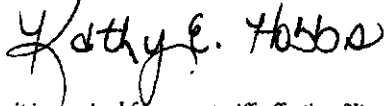
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Windstream NuVox Ohio, Inc., and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) May 11, 2011 at (Location) Columbus, Ohio, 43215



\*(Signature and Title) Kathy E. Hobbs, VP-State  
Government Affairs

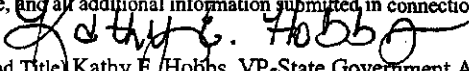
(Date) May 11, 2011

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Kathy E. Hobbs

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



\*(Signature and Title) Kathy E. Hobbs, VP-State Government Affairs

(Date) May 11, 2011

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**EXHIBIT A**  
**(Existing Affected Tariff Pages)**

**WINDSTREAM NUVOX OHIO, INC.**

**(GENERAL EXCHANGE TARIFF P.U.C.O. No. 1)**

**EXHIBIT B**  
**(Proposed Revised Tariff Pages)**

*This tariff, P.U.C.O. No. 4, filed by Windstream NuVox Ohio, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. No. 1, issued by Windstream NuVox Ohio, Inc.*

**COMPETITIVE  
GENERAL EXCHANGE CARRIER  
SERVICES  
OF  
WINDSTREAM NUVOX OHIO, INC.**

ISSUED: May 13, 2011

EFFECTIVE: May 13, 2010

By: Vice President - Regulatory Strategy  
4001 Rodney Parham Road  
Little Rock, AR 72212

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**EXPLANATION OF SYMBOLS, REFERENCES MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- ( AT ) - means addition to text.
- ( C ) - means a correction.
- ( CP ) - means to change in practice.
- ( CR ) - means a change in rate.
- ( CT ) - means change in text.
- ( DR ) - means discontinued rate.
- ( FC ) - means a change in format lettering or numbering.
- ( MT ) - means moved text.
- ( NR ) - means new rate.
- ( RT ) - means removal of text.



**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by NuVox Communications of Ohio, Inc., hereinafter referred to as the "Company", to Customers within its local exchange service area. The Company is certified to provide service pursuant to the Public Utilities Commission of Ohio's decision in Docket Number 99-1413-TP-ACE. Rates, terms and conditions are available on the Company's website, [www.windstream.com](http://www.windstream.com). Rates, terms and conditions applicable to the Company's intrastate dedicated services and intrastate switched access services are contained in the Company's Tariff No. 2.

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ISSUED: May 13, 2011

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4001 Rodney Parham Road  
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**MISCELLANEOUS SERVICES****Emergency Services (Enhanced 911)**

Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

The Company is obligated to supply the E911 service provider in the Company's service area with accurate information necessary to update the E911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusive owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

The Company will be obligated to provide facilities to route calls from end-users to the proper PSAP. The Company recognizes the authority of the E911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges on a per line basis and remit all surcharge revenue to the appropriate government entity.

	<u>Max.</u>
911 Surcharge	\$1.00

**MISCELLANEOUS SERVICES**Telecommunications Relay Service (TRS)

Telecommunications relay service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices, to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls.

Customers may be assessed a charge per line per month to fund Telecommunications Relay Services for the State of Ohio in accordance with Section 4905.84 of the Revised Code. This charge shall in no event exceed the per end-user line (or equivalent) assessment levied by the Public Utilities Commission of Ohio upon the Company.

Special ConstructionBasis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

Basis for Cost Computation

Costs may include one or more of the following items to the extent they are applicable:

- 1) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) cost of maintenance;
- 3) 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;
- 4) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5) license preparation, processing and related fees;
- 6) tariff preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided; or
- 8) an amount for return and contingencies.

**MISCELLANEOUS SERVICES**Special Construction - (Continued)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 termination period is the estimated service life of the facilities provided.

The maximum termination liability amount is equal to the estimated amounts for:

- 1) Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - a) equipment and materials provided or used,
  - b) engineering, labor and supervision,
  - c) transportation, and
  - d) rights of way;
- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**MISCELLANEOUS SERVICES**Local Number Portability**Description**

Local Number Portability (LNP) allows Customers to keep their current telephone number when they choose to change local service providers. LNP is accomplished by the Central Office Switch making an inquiry (DIP) to the LNP database to find the correct routing information to complete the call.

The Company will provide for LNP where technically feasible for both resold and facilities-based services. The Company bears no liability for a call that is prevented from being completed due to inaccuracies in the LNP database.

LNP fees will be listed as a separate line item on the Customer's bill.

**Local Number Portability – Location Routing Number (LNP-LRN)**

LNP-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 a called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriated Telecommunications Carrier based on the LRN.

**Terms and Conditions**

- A. Local Number Portability is available to telecommunications carriers for use in the provisioning of telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.
- B. LNP is a service arrangement whereby a Customer, who switches his subscription from one Telecommunications Carrier's service to another Telecommunication Carrier's service is permitted to retain his existing or currently assigned telephone number when he remains within the same rate center. This change from one Telecommunications Carrier to another constitutes porting a number.

**MISCELLANEOUS SERVICES**Local Number Portability (Continued)**Rules and Regulations**

- A. LNP service and facilities will only be provided where technically feasible and are subject to the availability of facilities pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-345-IP-COI, and may only be furnished from properly equipped central offices. LNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.
- B. General Rules and Regulations found in this tariff apply to this section unless otherwise specified in this section.

**Responsibility of the Company**

- A. The Company is responsible for providing compatible facilities or contracting for compatible facilities to comply with the terms of this section and PUCO and FCC Orders and Rules governing LNP.
- B. The Company is responsible for providing accurate and timely updates for the LNP database.
- C. The Company is responsible for insuring its facilities are capable of accepting LNP ported numbers.
- D. The Company is responsible for insuring that it makes no requests to port a number without proper authorization from the Customer. Further, the Company must maintain records to be able to provide acceptable proof, upon request of the PUCO, that it had authorization to make the request to port the number.
- E. The Company is responsible for charges in association with access for the use of the LNP database. When access is obtained through the use of another Carrier's facilities, the contractual charges between the Company and the Carrier supplying access to the database will apply. When access is directly with the LNP designated contractor, charges as defined by the FCC and the PUCO will apply.

**Limitations of Services**

- A. The Company is not responsible for adverse affects on any service, facility, or equipment from the use of LNP service.
- B. The Company is not responsible for variations in transmission characteristics due to the routing of calls and other services over LNP facilities.
- C. The Company is not responsible for any degradation or loss of service over LNP facilities due to a change or modification in LNP system design.

**Customer Responsibilities**

Customers are responsible for payment of LNP service charges defined by the FCC and PUCO. Charges, if any, will appear as a separate line item on each Customer's bill.

**PRICE LIST**

**911 SURCHARGE**

\$.12/line

**PRESUBSCRIPTION:**

Electronic PIC Change, per line	\$1.25
Manual PIC Change, per line	\$5.50

When both the interlata and intralata PIC is changed simultaneously, 50% of the intralata PIC charge will be waived.

**EXHIBIT C**  
(Narrative Summarizing Changes)

Windstream NuVox Ohio, Inc. hereby establishes a Basic Local Exchange Service (BLES) Tariff and detariffs certain services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD. The Applicant intends to remove from its tariff, any rates, terms and conditions of services required to be detariffed as a result of the Commission's adoption of rules to implement Sub. S.B. 162.

The new BLES Tariff P.U.C.O. No. 4 cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. No. 1.



**EXHIBIT D**  
(Customer Notice)

The customer notice accompanying the affidavit attached hereto as Exhibit E, was sent via regular U.S. mail and email to affected customers in the State of Ohio on April 20, 2011.

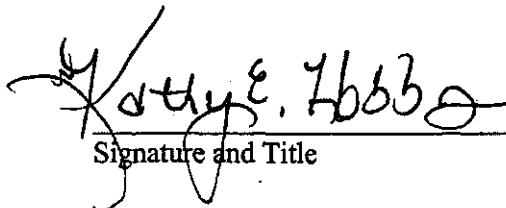
STATE OF OHIO )  
 )  
COUNTY OF FRANKLIN )

SS.

**AFFIDAVIT**

I, Kathy E. Hobbs, am an authorized agent of the applicant company, Windstream NuVox Ohio, Inc. and am authorized to make this statement on its behalf. I attest that a customer notice was provided to affected customers in the State of Ohio on April, 20, 2011. I declare under penalty of perjury that the foregoing is true and correct.

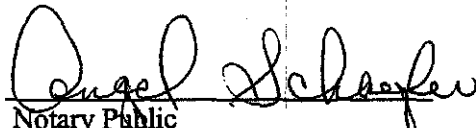
Executed on May 11, 2011 Columbus, Ohio, 43215  
Date Location

 Vice President, State Government Affairs  
Signature and Title

Subscribed and sworn to before me this 11<sup>th</sup> day of May, 2011.



ANGEL SCHAEFER  
Notary Public, State of Ohio  
My Commission Expires July 19, 2014

  
Notary Public  
My Commission Expires: 7-19-14



Sally Sampleperson  
Company Name  
10210 NE Points Dr Ste 220  
Kirkland, WA 98033-7872

April 20, 2011

Dear Customer,

Beginning on April 19, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary telephone line provided by Windstream NuVox Ohio, Inc. (Windstream) will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This is an informational notice only. No action is required of you. There will be no changes to the services or to the amounts you now pay for your Windstream services on the effective date of the regulatory changes described below.

This regulatory modification will not result in any change in the prices, terms, or conditions of those services to which you currently subscribe as they are governed by your current Customer Service Agreement. Windstream must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since these services will no longer be on file with the PUCO, terms and conditions for new services or changes in service will be available online at [windstream.com](http://windstream.com) and/or detailed in your service agreement.

If you have any questions about this matter, please call Windstream at 1-800-843-9214, or visit us at [www.windstream.com](http://www.windstream.com).

Sincerely,  
Windstream NuVox Ohio, Inc.