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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 Norlight  
Telecommunications Inc to Detariff Services and make other  
changes related to the Implementation of Case No. 10-1010-  
TP-ORD )

TRF Docket No. 90-6107-TP-TRF

Case No. 11-2619 -TP-ATA

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

Name of Registrant(s) Norlight Telecommunications 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

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Contact Person for Annual Report Lezlie Young

Phone 501-748-6728

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

Consumer Contact Information Mollie Chewing

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 type="checkbox"/> CLEC	<input checked="" 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 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.
NA <input type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
NA <input 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 Jim Date Processed APR 20 2011

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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 Communications, 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) April 19, 2011 at (Location) Columbus, Ohio 43215

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

(Date) April 19, 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) April 19, 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)**

**FILE**

Norlight Telecommunications, Inc.

P.U.C.O. Tariff No.1  
1<sup>st</sup> Revised Title Page  
Cancels Original Title Page

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF  
TELECOMMUNICATIONS SERVICES WITHIN  
THE STATE OF OHIO**

**CASE NO. 90-6107-CT-TRF**

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PUCO

This tariff applies to the Telecommunications Services furnished by Norlight Telecommunications, Inc. between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at the Company's principal place of business, 13935 Bishops Drive, Brookfield, WI 53045

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Descriptions and rates for detariffed service offerings are found in the Company's pricing guide which is available for viewing on the company website at [www.norlight.com](http://www.norlight.com) or by contacting the company at 13935 Bishops Drive, Brookfield, WI 53045.

ISSUED: April 2, 2008

EFFECTIVE: April 2, 2008

Issued By: Robert Rogers  
Norlight Telecommunications, Inc.  
13935 Bishops Drive  
Brookfield, WI 53005

**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

PAGE	REVISION	PAGE	REVISION
1	Original	39	Original
2	Original	40	Original
3	Original	41	Original
4	Original	42	Original
5	Original	43	Original
6	Original	44	Original
7	Original	45	Original
8	Original	46	Original
9	Original	47	Original
10	Original	48	Original
11	Original	49	Original
12	Original	50	Original
13	Original	51	Original
14	Original	52	Original
15	Original	53	Original
16	Original	54	Original
17	Original	55	Original
18	Original	56	Original
19	Original	57	Original
20	Original	58	Original
21	Original	59	Original
22	Original	60	Original
23	Original	61	Original
24	Original	62	Original
25	Original	63	Original
26	Original	64	Original
27	Original	65	Original
28	Original	66	Original
29	Original	67	Original
30	Original	68	Original
31	Original	69	Original
32	Original	70	Original
33	Original	71	Original
34	Original		
35	Original		
36	Original		
37	Original		
38			

ISSUED: February 7, 2003

EFFECTIVE: February 7, 2003

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Norlight Telecommunications, Inc.  
275 Corporate Drive  
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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**EXPLANATION OF SYMBOLS**

- C - to signify change regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Z - to signify a correction.

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1. Application of Tariff

This Tariff contains the regulations and rates applicable to the provision of Interexchange IntraLATA and InterLATA telecommunications services by Norlight Telecommunications, Inc. (hereafter referred to as NTI or the Company), between and among points within the State of Ohio as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. Norlight Telecommunications, Inc. markets its products under the name Norlight Telecommunications.

2. Definitions

Certain terms used generally throughout this Tariff, particularly those for interexchange common carrier communications channels furnished by NTI are defined below:

ABR (available bit rate)

This class of ATM services provides rate-based flow control. Although the standard does not require the cell transfer delay and cell-loss ratio to be guaranteed or minimized, it is desirable for switches to minimize delay and loss as much as possible. Depending upon the state of congestion in the network, the source is required to control its rate. The users are allowed to declare a minimum cell rate, which is guaranteed to the connection by the network.

Access Coordination

The design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance of a Company provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

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

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2. Definitions (continued)

Access Rate

The access rate is determined by the speed of the access circuit and frame or ATM port purchased to access Norlight's public frame relay or ATM network. The access rate limits the maximum data rate to and from the network. Access rates are provided at a range of set levels.

Access Service Request (ASR)

An order placed with Local Access Provider for Local Access.

Accounting Codes

Accounting codes, verified and un-verified, are unique numbers assigned to groups of users to provide for the ability to track calling patterns. This gives NTI the ability to provide customized, useful management reports to the Customer. Additionally, a verified accounting code will allow for Customer-regulated, restricted user access to the long distance services purchased by the Customer.

ATM Port

The ATM port is the physical connection to the ATM network; it is either a User-to-Network (UNI) or Network-to-Network (NNI) connection. It is the point that a customer's data transmissions first enter Norlight's ATM network.

ATM Virtual Circuit (VC)

This is a path between two endpoints on the ATM network. All cells go through the same path on a given connection. A VC can be Permanent or Switched.

Audio conference - operator attended

An operator is available throughout the conference to facilitate the meeting and handle special meeting requests.

Audio conference - operator unattended

An operator is not required on the conference. Participants dial in and enter a passcode. Assistance of a conference operator is available if needed.

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2. Definitions (continued)

Audio conference - reservationless service

Once a registered customer, this service provides instant, on-demand conferencing through the use of permanent toll free access number and participant and host passcodes.

Authorization Code

A numerical sequence which enables a customer to access the carrier and which is used by the Company to identify the Customer for billing purposes.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date which appears on the Customer invoice.

CBR (constant bit rate)

This class of service is used for emulating circuit switching. The cell rate is constant with time. CBR applications are quite sensitive to cell-delay variation.

Central Office

A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

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2. Definitions (continued)

Collect Call

A billing arrangement by which a call may be charged to the called party, provided the called party accepts the charge.

Committed Information Rate (CIR)

CIR represents the base-level bandwidth on a specific frame relay PVC. CIR defines the minimum number of committed bits guaranteed to be accepted by the network during 1-second time intervals under all conditions.

Company

Norlight Telecommunications, Inc.

Credit Card Bill

A billing arrangement by which a call may be charged to an authorized credit card number, such as Master Card, VISA, or American Express.

Customer or End User

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Customer Provided Equipment

Telecommunications terminal equipment that is located at the customer's premises.

Customer Provided Facilities

All communications facilities provided by the Customer and/or authorized user other than those provided by NTL

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2. Definitions (continued)

Data Link Connection Identifier (DLCI)

A DLCI is the address information assigned to customer designated end points used to correctly route customer's data between end locations on the frame relay network.

Dedicated Access/Special Access

Channels between the Customer's Premises or serving wire center and the Company's Point-of Presence.

Dedicated Local Access Charges

Dedicated local access consists of a private line circuit generally at DS-0 (56 or 64 Kbps) or DS-1 (1.536 Kbps) speeds, between a user's device and a Norlight point of presence (POP), generally provided by the local exchange carrier.

Dedicated Outbound Service

A service provided by the Company that the Customer subscribes to and accesses via a dedicated access facility provided by either the Customer or the Company, between the Customer's location and a Company-designated outbound point of presence for the purpose of originating a call from a Customer location.

Dedicated Toll Free Service

A service whereby an inbound toll-free call is terminated to the customer via a dedicated access facility, which can be provided by either the Customer or the Company, from a Company-designated point of presence to the Customer.

DS-0

Digital Signal Level 0 Service is a 64 Kbps signal.

DS-1

Digital Signal Level 1 Service, is a 1.544 Mbps signal.

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2. Definitions (continued)

DS-3

Digital Signal Level 3 Service, is a 44.736 Mbps signal.

Due Date

The date on which a Customer's payment for invoiced service is due.

Educational Institution

A public or private elementary school, secondary school, college, university, or other post-secondary school.

FCC

Federal Communications Commission.

Frame Relay Access Device (FRAD)

Also called Frame Relay Assembler/Disassembler; allows non-frame relay compliant equipment to communicate with the frame relay network.

Frame Relay Local Access Charges

Frame Relay local access consists of the components on another provider's (generally a local exchange carrier, or LEC) frame relay network (similar to Norlight's dedicated local access, port, and PVCs) necessary to support a customer node. PVCs on the other provider's network access Norlight's network across a Norlight provided NNI.

Frame Relay Port

The frame relay port is the physical connection to the frame relay network; it is either a User-to Network (UNI) or Network-to-Network (NNI) connection. It is the point that a customer's data transmissions first enter Norlight's frame relay network.

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2. Definitions (continued)

IMA (Inverse Multiplexing over ATM)

IMA combines several DS1 (1.5 Mbps) access lines into one aggregated IMA port that can be from 3 Mbps to 12 Mbps depending on the number of T1 access lines coming in.

Individual Case Basis (ICB)

Provision of service in situations where complex Customer-specific arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible or practicable for the Company to determine general terms and conditions for such offerings, they will be offered pursuant to such terms and conditions. Rates for service offered on an ICB will be structured to recover the company's cost of providing service.

Installation

The connection of a circuit, dedicated access line, or port for new, changed or an additional Service; or the coordination of switched service with the LEC.

Integrated Services Digital Network Basic Rate Interface (ISDN BRI)

ISDN service provides 2 channels of voice or data services, plus one additional channel for out-of-band signaling.

Integrated Services Digital Network Primary Rate Interface (ISDN PRI)

ISDN service provides 23 channels of voice service, plus one additional channel for out-of-band signaling.

Interruption

A condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to NTI that such Service is inoperative and ending at the time of restoration.

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2. Definitions (continued)

Inter Office Channel

An Inter Office Channel (IOC) is a channel on an NTI facility from NTI POP to NTI POP. At that point the channel can be terminated, connected to another IXC, the Customer, or the LEC.

Interexchange Carrier Service (IXC)

Service provided by a Carrier between Local Exchange Carrier Exchange units.

Kbps

Kilobits per second.

Local Access Transport Area (LATA)

A geographical area established for the provision and administration of communications service, as provided for in the Modification of Final Judgment (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modification thereof.

Local Access

The Service between a Customer Premises and an NTI designated Point-of-Presence.

Local Access Provider

An entity providing Local Access.

Local Exchange

A unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. An exchange consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. As used in this Tariff, the term, "Exchange", is similar with "local calling" area.

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2. Definitions (continued)

Local Exchange Carrier (LEC)

Any telephone company that has been granted a certificate of Public Convenience and Necessity (or equivalent) by a State Commission which provides local exchange telephone service to Customers.

Mbps

Megabits per second

Mileage Determination

Where mileage is used for rate determination purposes, calls are measured from the rate center of the Subscriber's terminal or switch location to the rate center of the destination of the call. The distance between the rate centers of the Subscriber's switch and destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in AT&T Tariff FCC No. 10, in the following manner. Step 1 - Obtain the "V" and "H" coordinates for the Subscriber's switch and the destination point. Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates. Step 3 - Square the difference obtained in Step 2. Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3. Step 5 - Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division. Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the rate centers.

Multiplexing

The sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Services for more efficient facility capacity usage, or vice versa.

NA

Not available

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2. Definitions (continued)

N/C

No charge

Network Access Charge

A network access charge applies for customer locations connecting to the frame relay network via local frame relay access provided by the local exchange carrier. Network access charges are assessed on a per-PVC basis at each NNI crossing with a local exchange carrier.

Nonrecurring Charges

One-time charges.

Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than NTL, providing domestic or international communications service to the public.

Oversubscription

Oversubscription allows the cumulative total of the CIR of the PVC's associated with a single access circuit/port to exceed the bit rate of that single access circuit/port. When this occurs, there is the possibility of committed data encountering congestion on the customer access circuit.

Payment Method

The manner in which the Customer is authorized to pay charges for the Company's Services.

Permanent Virtual Circuit (PVC)

PVCs are the end-to-end bi-directional logical channels that connect customer endpoints across the Norlight ATM or frame relay network as requested by the customer. PVC's are assigned two VCI's (ATM) or DLCI's (frame relay).

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2. Definitions (continued)

Person-To-Person Call

A service whereby the person originating the call specifies to the Company operator a particular person to be reached or a particular station, room number, department or office to be reached through a PBX attendant.

Points of Presence

Points of Presence (POP) are sites where the Company provides an interface between facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to NTL.

Premises

A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Rate Center

A specified geographical location used for determining mileage measurements.

Residential User

A Customer using the Company's Services at the Customer's place of residence, but not for business purposes. Home office work is a business use.

Reseller

A customer which resells the Company's transmission service for profit.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

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2. Definitions (continued)

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which NTI will provide the Services subscribed to by the Customer.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Subscriber

The person, firm, partnership, corporation or other entity who owns, leases, or manages the telecommunications facilities from which a Customer places a call utilizing the services of the Company. Subscribers may be residential or business users.

Switched Outbound Service

A service provided by the Company that the Customer subscribes to and accesses by dialing 1 + the desired telephone number. This call utilizes feature group D, Company-controlled local access facilities in conjunction with Customer's existing business lines, to originate a call from a Customer location.

Switched Services

Switched services consists of the Company's voice service offerings as described in Section 5 and can be either outbound from the Customer or inbound to the Customer.

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2. Definitions (continued)

Switched Toll-Free Service

A service whereby a toll-free inbound call is terminated to the Customer via a local line which line can be used for both local and long distance calling.

Tier I and Tier II PVC Charges

A Permanent Virtual Circuit (PVC) is a predefined virtual circuit or logical connection between two frame relay ports. PVC charges apply for each PVC between two customer endpoints, and are variable based upon the defined committed information rate (CIR) for the PVC and the PVC endpoint locations.

Third Party Billed Call

A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

Travel Card

Customers access the use of their travel card through an 800 number which allows them to complete Intrastate InterLATA calls from any point in Ohio to points in Ohio. Charges for these calls will be billed to a certain 800 company-issued calling card number which will appear on their monthly telephone bill.

UNI Port Charge

The UNI (User to Network Interface) port charges apply at customer locations connecting to the frame relay network via dedicated local access, for each logical port defined at the customer location. UNI port charges vary by the defined speed of the port.

U.S. Domestic Service

U.S. Domestic Service is defined as calls originating and terminating within the continental 48 United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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2. Definitions (continued)

VBR-NRT (variable bit rate - non-real time)

This class allows users to send traffic at a rate that varies with time depending on the availability of user information. Statistical multiplexing is provided to make optimum use of network resources.

VBR-RT (variable bit rate - real time)

This class is similar to VBR-NRT but is designed for applications that are sensitive to cell-delay variation.

Virtual Path Connection (VPC)

This is a virtual circuit used to combine multiple channels. It is identified by a VPI only (no VCI).

Virtual Path Identifier (VPI) / Virtual Circuit Identifier (VCI)

This is the address used to route data (ATM cells) between locations on the ATM network.

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3. General Regulations

3.1 Service Description

(a) Interexchange intraLATA and interLATA telecommunications service is the furnishing of NTI services for communications between specified locations between and among points within the state of Ohio under the terms of this Tariff.

(b) NTI, when acting at the customer's request, and as the customer's authorized agent, will make reasonable efforts to arrange for service requirements which may include terminal equipment, circuit conditioning or Equal Access Dialing.

(c) NTI will offer intraLATA and interLATA broadband services suitable for high-speed data, interactive video and other customized services requested by Ohio customers.

3.2 Interconnection with Other Common Carriers

NTI reserves the right to interconnect its Services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Services offered herein.

3.3 Undertaking of Norlight Telecommunications, Inc.

The Company undertakes to provide its interexchange intraLATA and interLATA telecommunications services between and among points within the state of Ohio in accordance with the terms and conditions set forth in this Tariff and the rules and regulations of the FCC and the requirements of the Communications Act of 1934, as amended. The company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for error in transmission or for failure to establish connections.

3.4 Use of Service

Customers are prohibited from and by their acceptance of service agree not to use the Services furnished by NTI for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.

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3. General Regulations (continued)

3.5 Liability of Norlight Telecommunications, Inc.

(a) The liability of NTL, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon NTL.

(b) Under no circumstances whatever shall NTL or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages, except to the extent that such damages arise from their gross negligence or willful misconduct.

(c) NTL shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, or request of the United States Government, or any other government including state and local services having jurisdiction over the Company or the service provided hereunder; national emergencies; civil disorder, insurrections, riots, wars or regulations established or actions taken by any court or government agency having jurisdiction over NTL.

(d) NTL is not liable for any damage to Customer's premises or equipment arising out of the connection of any of NTL equipment or associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from NTL's gross negligence or willful misconduct. Customer will indemnify and save and hold NTL harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.

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3. General Regulations (continued)

3.5 Liability of Norlight Telecommunications, Inc. (continued)

(e) In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

(f) THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS SUCH DAMAGES ARE THE RESULT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(g) The Customer may be responsible for taking all or part of the necessary legal steps for Interconnecting the Customer provided terminal equipment or facilities with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

(h) With respect to the transmission of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive damages which may result from damages incurred and proved by the Customer as the result of the Company's action, or failure to act, in routing or transmission of the Call, except a such damages may arise from the Company's gross negligence or willful misconduct.

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3. General Regulations (continued)

3.6 Assignment

Assignment of a contract or service may be made under the following conditions:

(a) Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below: and assignee Customer assumes in writing all outstanding obligations of the former Customer for use of NTI services. These obligations include all outstanding indebtedness for the use of NTI service. Consent to such assignment or transfer will not be unreasonably withheld.

(b) Any permitted assignment or transfer of NTI's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

(c) Customer shall provide written notice to NTI at least forty-five (45) days prior to the effective date of any requested assignment or transfer. NTI agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification. All terms and provisions contained in this Tariff shall apply to any assignee or transferee.

3.7 Allowance for Interruption of Service

Customer will be given a service credit for interruption in excess of thirty (30) minutes as measured from the time of notice by Customer to NTI until the time the service is restored. *Interruption credits shall not be given for any period during which NTI is prevented by Customer from accessing Customer premises(s), Customer Premise Equipment (CPE), local access facilities or circuit(s), for investigation and repair, or if interruption is attributable to the local exchange carrier(s) or other party providing local access, or for any other reason beyond the reasonable control of NTI.* In the event that NTI is at fault, Customer shall be entitled to only those service credits calculated as follows: (number of 30 minute periods of interruption + 1440) x monthly recurring charges for each circuit affected.

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3. General Regulations (continued)

3.8 Access to Norlight Telecommunications, Inc.'s Interexchange IntraLATA and InterLATA Telecommunications Service

(a) Where a customer subscribes to a direct connection between a customer's telephone system and NTI's point of presence, the customer may use NTI's interexchange telecommunications services by dialing the customer's PBX access code + telephone number per the North American Dialing Plan.

(b) Where a customer subscribes to NTI in an equal access converted central office, the customer may use NTI's interexchange telecommunications service by dialing 1 + the telephone number per the North American Dialing Plan.

(c) Where a customer subscribes to NTI private line point-to-point, point-to-multipoint broadband or narrowband data services, the service is subject to the availability of facilities and the provisions of this Tariff.

3.9 Special Customer Arrangements

In cases where a customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, the Company, at its option, may provide the requested services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

3.10 Other Terms and Conditions

(a) 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 Customers.

(b) A Customer shall not 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 prior written approval of the Company.

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3. General Regulations (continued)

3.10 Other Terms and Conditions (continued)

(c) The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using Company service. The Customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations. In addition, the Customer shall be responsible for all calls charged by fraudulent means to Customer's calling card.

(d) If an entity other than the Company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a service, that entity's charges will be passed through to the Customer also.

(e) The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any terms or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.

3.11 Company Provided Equipment

(a) The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of Service and may make Customer responsible for damage to equipment.

(b) The Company reserves the right to 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. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.

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3. General Regulations (continued)

3.12 Interruption of Service

(a) Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in section 3.5 herein. It shall be the obligation of the Customer or end user to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.

(b) For purposes of credit computation, every month shall be considered to have 720 hours.

(c) No credit shall be allowed for an interruption of a continuous duration of less than two hours.

(d) The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - Outage time in hours

"B" - Total monthly charge for affected facility

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4. Payment and Credit Regulations

4.1 Payment of Charges

(a) The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.

(b) The Company's bills are due upon receipt. Payments not received by the Company within thirty (30) days after the invoice date will accrue interest from the date of the invoice until payment is received at the rate of one and one-half percent (1.5%) per month or the maximum allowed by applicable law, whichever is less.

(c) In the event NTI must employ the services of attorneys for collection of charges due under this Tariff, Customer shall be liable for all costs of collection including a reasonable attorney's fee, court costs and other related expenses incurred therewith.

(d) It is the intention of NTI to conform strictly to applicable laws.

(e) The Company rounds its charges to the next nearest whole cent when the charge is 50/100th or greater of a cent over a whole cent.

(f) Billing to the Customer shall define each call as a separate line entry on the invoice to the Customer.

(g) The Company will not bill third party or collect calls.

4.2 Security of Payment

(a) The Company reserves the right to obtain credit information and to require that all Customers establish creditworthiness to the reasonable satisfaction of the Company. In an Application for Service, a Customer may authorize the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies. If the Company utilizes non-utility credit reports, the Company will provide the Customer with a copy of the reports used.

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4. Payment and Credit Regulations (continued)

4.2 Security of Payment (continued)

(b) Customers are not required to pay the Company a deposit, except in the instance of a customer being reinstated to service after disconnection.

4.3 Billing Disputes

Disputes with respect to charges will be handled by the Company.

4.4 Denial of Access to Service by the Company

Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, subject to availability to the Company of facilities adequate to provide service to customer, provided that the Company reserves the right to deny the initiation of Service for any of the following reasons:

(a) Nonpayment of any sum due for service previously provided to Customer, where Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from NTL. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or

(b) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting NTL from furnishing such service.

4.5 Reinstatement of Service

If Customer seeks reinstatement of service following denial of service by NTL, Customer shall pay the Company prior to the time service is reinstated all accrued and unpaid charges.

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4. Payment and Credit Regulations (continued)

4.6 Discontinuation of Service

(a) Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, discontinue the furnishing of such Service upon at least ten (10) days notice to Customer, excluding Sundays and holidays. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

(b) The Company reserves the right to discontinue furnishing services upon written notice, when necessitated by conditions beyond its reasonable control.

(c) Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice in the event of tampering with the Company's equipment; in the event of a condition determined to be hazardous to the Customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the Company; or in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

(d) The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance.

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

(f) Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notices may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order.

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4. Payment and Credit Regulations (continued)

4.7 Right to Backbill for Improper Use of NTI's Services

Any person or entity which uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to NTI and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of NTI services actually made by Customer.

4.8 Tax Adjustment

All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

4.9 Early Termination Liability

(a) Data Services

(1) Prior to the completion of the first year of the Term, the total dollar commitment for the one year term at the Twelve (12) Month rate, plus reimbursement of any promotional credits and any waived installation of ancillary charges less any payments made to date;

(2) After the completion of the first year of the term, the dollar difference between the rate for the contracted term and the preceding term multiplied by the number of months the service was provided, plus reimbursement of any promotional credits and any waived installation or ancillary charges.

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4. Payment and Credit Regulations (continued)

4.9 Early Termination Liability (continued)

(b) Long Distance Services

(1) Prior to the completion of the first year of the Term, the average number of long distance minutes (over the months for which services was provided) at the Twelve (12) Month rate multiplied by the number of months left in the Twelve (12) Month term, plus reimbursement of any promotional credits and any waived installation or ancillary;

(2) After the completion of the first year of the term, the dollar difference between the rate for the contracted term and the preceding term multiplied by the average number of long distance minutes over the preceding Six (6) Month period multiplied by the number of months service was provided, plus reimbursement of any promotional credits and any waived installation or ancillary charges.

In addition, for both data and long distance termination, Customer shall pay any and all expenses attributable to termination of local access and amounts payable under section five (5). If the installation charges for any service have been waived or amortized over the length of the contract, the Customer agrees that a breach of contract will require the Customer to pay the full installation cost. Customer agrees that NTI's damages for early termination would be difficult to determine and, therefore, that this section hereby establishes liquidated damages and is not intended as a penalty. NTI may terminate service and retake possession of the Products and Services (before, during, or after action to recover sums owed hereunder) if Customer becomes subject to voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceedings; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts; or fails within ten (10) days after written notice to remedy any breach of the terms and conditions herein. Customer agrees to provide NTI full and free access to the Products and Services for this purpose. NTI may retain all payments made hereunder, and may recover all charges and costs owed by Customer and any other damages which NTI may have sustained because of Customer's circumstances described in this paragraph.

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9. Glossary of Acronyms

ASR	Access Service Request
CM	Circuit Miles
FCC	Federal Communications Commission
ICB	Individual Case Basis
LATA	Local Access Transport Area
V & H	Vertical and Horizontal Grid coordinates
IOC	Inter-Office Channel
IXC	Inter-exchange Channel
KBPS	Kilo-bit per second
LEC	Local Exchange Carrier
MBPS	Mega-bit per second
NA	Not Applicable or Not Available
NC	No Charge
NTI	Norlight Telecommunications, Inc.
PABX	Public Access Branch Exchange
POP	Point of Presence

ISSUED: February 7, 2003

EFFECTIVE: February 7, 2003

ISSUED BY: Robert E. Rogers  
Norlight Telecommunications, Inc.  
275 Corporate Drive  
Brookfield, WI 53045-5818

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

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*This tariff, P.U.C.O No. 2, filed by Norlight Telecommunications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. No. 1, issued by Norlight Telecommunications, Inc.*

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES**  
**GOVERNING THE PROVISION OF**  
**TELECOMMUNICATIONS SERVICES WITHIN**  
**THE STATE OF OHIO**  
**CASE NO. 90-6107-CT-TRF**

This tariff applies to the Telecommunications Services furnished by Norlight Telecommunications, Inc. between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at the Company's principal place of business.

Descriptions and rates for detariffed service offerings are found in the Company's pricing guide available for viewing on the Company website at [www.norlight.com](http://www.norlight.com) or by contacting the Company at 13939 Bishops Drive, Brookfield, WI 53045.

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Issued: April 19, 2011

Effective: April 19, 2011

Issued by: Vice President-Regulatory Strategy  
3701 Communications Way  
Evansville, IN 47715

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Issued: April 19, 2011

Effective: April 19, 2011

Issued by: Vice President-Regulatory Strategy  
3701 Communications Way  
Evansville, IN 47715

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MISCELLANEOUS

Liability of Norlight Telecommunications, Inc.

- (a) The liability of NTI, if any, for damages resulting in whole or in part from or arising in connections with the furnishing of service under this Tariff, including, but not limited to mistakes, omissions, interruptions, delays, errors or other defects in transmission occurring after service activation and during the course of furnishing services or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes occur and continue. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon NTI.
- (b) Under no circumstances whatever shall NTI or its officers, agents, or employees, be liable for direct, incidental, special, or consequential damages, except to the extent that such damages arise from their gross negligence or willful misconduct.
- (c) NTI shall not be liable for any failure or performance hereunder due to causes beyond its control, including but not limited to, fire, flood, explosion or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company; national emergencies; civil disorder; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes or other labor difficulties or actions taken by any court or government agency having jurisdiction over NTI.
- (d) NTI is not liable for any damage to Customer's premises or equipment arising out of the connection of any of NTI equipment or associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from NTI's gross negligence or will misconduct. Customer will indemnify and save and hold NTI harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.
- (e) In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted to said parties arising out of or relating to any defects.

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MISCELLANEOUS

- (f) THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE EXCEPT AS SUCH DAMAGES ARE THE RESULT OF THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (g) The Customer may be responsible for taking all or part of the necessary legal steps for Interconnecting the Customer provided terminal equipment or facilities with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- (h) With respect to the transmission of calls by the Customer to public safety answering points or municipal Emergency Service providers, the Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive charges which may result from damages incurred and proved the Customer as the result of the Company's action, or failure to act, in routing or transmission of the Call, except as such damages might arise from the Company's gross negligence or willful misconduct.

Special Customer Arrangements:

In cases where a customer requests a special or unique arrangement, which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, the Company, at its option, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

Early Termination Liability:Long Distance Services:

- (a) Prior to the completion of the first year of the Term, the average number of long distance minutes (over the months for which service was provided) at the Twelve (12) Month rate multiplied by the number of minutes left in the Twelve (12) Month term, plus reimbursement or any promotional credits and any waived installation or ancillary charges;
- (b) After the completion of the first year of the term, the dollar difference between the rate for the contracted term and the preceding term multiplied by the average number of long distance minutes over the preceding Six (6) Month period multiplied by the number of months service was provided, plus reimbursement or any promotional credits and any waived installation or ancillary charges.



**EXHIBIT C**  
**(Narrative Summarizing Changes)**

**This Applicant hereby detariffs its services in accordance with the Commission's  
January 19, 2011 Entry in Case No. 10-1010-TP-ORD.**

**EXHIBIT D&E**  
**(Customer Notice and Affidavit)**

**These Exhibits are not applicable; there are currently no customers affected by this filing; therefore no customer notice is required.**

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

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

Company Name Norlight Telecommunications Inc  
Company Address 4001 N. Rodney Parham Rd., Little Rock, AR. 72212  
Company Web Address www.windstream.com  
Regulatory Contact Person 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 Fax 501-748-6583  
Consumer Contact Information Mollie Chewning Phone 704-814-2531 Fax 704-845-5173  
TRF Docket No. 90-6107-TP-TRF

**I. Company Type (Check all applicable):**

☐ Non-BLES CLEC    ☒ IXC    ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)  
☐ Local Exchange Service (i.e., residential or business bundles)  
☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription  
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*  
☐ N-1-1 Service  
☐ Pole Attachment and Conduit Occupancy  
☐ Pay Telephone Access Lines  
☐ Inmate Operator Service  
☒ Telephone Relay Service (*Billing for END-USERS*)

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. - Attestation**

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

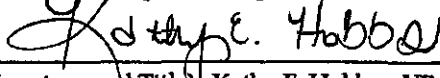
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I am an officer/agent of the carrier/telephone company, Norlight Telecommunications Inc., and am authorized to make statements on it behalf.

(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

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

April 19, 2011

(Date)