

FILE

windstream



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Windstream Communications  
17 South High Street  
Suite 750  
Columbus, Ohio 43215  
(614) 228-9484

July 29, 2011

Ms. Betty McCauley  
Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

RE: Case No. 11-3028-TP-ATA  
90-9204-TP-TRF

In the Matter of the Application of Kentucky Data Link, Inc. to Detariff  
Services and make other changes related to the Implementation of  
Case No. 10-1010-TP-ORD

Dear Ms. McCauley:

Enclosed, please find an original and ten copies of an Exhibit B replacement to the original filing on May 19, 2011, in the above referenced proceedings.

If you have any questions, please advise.

Sincerely,

Kathy E. Hobbs  
Vice President - State Government Affairs

PUCO

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

*This tariff, P.U.C.O. No. 3, filed by Kentucky Data Link, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. No. 2, issued by Kentucky Data Link, Inc.,*

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO INTRASTATE LOCAL END-USER  
TELECOMMUNICATIONS SERVICES WITHIN  
THE STATE OF OHIO**

**KENTUCKY DATA LINK, INC.**  
3701 Communications Way  
Evansville, IN 47715  
(800) 709-5690

**KENTUCKY DATA LINK, INC.**  
Legal and Regulatory Department  
8829 Bond Street  
Overland Park, Kansas 66214  
(913) 754-3341

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3701 Communications Way  
Evansville, IN 47715

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**MISCELLANEOUS SERVICES****Special Construction**

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:

- (A) non-recurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

**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 Subscriber.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
  - (1) Cost installed of the facilities provided including estimated costs for rearrangements 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;
    - (e) license preparation, processing, and related fees;
    - (f) tariff preparation, processing, and related fees;
    - (g) cost of removal and restoration, where appropriate; and
    - (h) any other identifiable costs related to the specially constructed or rearranged facilities.
- (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section (B)(1) above, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section (B)(1) above, shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**MISCELLANEOUS SERVICES****Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay service for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required to state law.

**Late Payment Charges**

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Ohio Regulatory Authority or a late factor of 1.5% per month. A late payment penalty may be assessed only once on any bill for rendered services. The late payment penalty will be applied without discrimination.

**Universal Emergency Telephone Number Service (911, E911)**

- (A) This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 Information consisting of the names, addresses and telephone numbers of all telephone Subscribers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**MISCELLANEOUS SERVICES****Universal Emergency Telephone Number Service (911, E911) (cont'd)**

- (E) The Company assumes no liability for any infringement, or invasion of any right to privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Subscriber or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right to privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 services hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

**Access to Carrier of Choice/Presubscription**

Subject to an existing business arrangement between the Company and an interexchange service provider (IXC), Subscribers and End Users of the Company's local service shall have the right to select the IXC of their choice. The IXC should request confirmations/verifications of choice from its Subscribers no later than the date of submission of its first bill to the Subscriber. The Company will maintain signed letters of agency or confirmations of choice on file for use in dispute resolutions.

Application of Charges - After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply. If the Customer changes both the InterLATA and intraLATA Presubscribed Interexchange Carrier at the same time, 50% of the intraLATA Presubscription Change Charge will apply.

Nonrecurring Charges - Per line, trunk, or port  
Manual Processing: \$5.50  
Electronic Processing: \$1.25

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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 Kentucky Data Link, Inc.

Company Address 4001 N. Rodney Parham Road, Little Rock, Arkansas 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 614 224-4433

Consumer Contact Information Mollie Chewning Phone 704 814-2531 Fax 704 845-5173

TRF Docket No. 90-9204-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

\*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, Kentucky Data Link, Inc, and am authorized to make statements on its 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.

Kathy E. Hobbs  
(Signature and Title) Kathy E. Hobbs, Vice President, State Government Affairs

July 29, 2011  
(Date)