

FILE

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

RECEIVED-DOCKETING DIV

In the Matter of the Application of Kentucky Data Link, Inc.)
to Change its Name to Windstream KDL, Inc.)

TRF Docket No. 90-92042

Case No. 11-5609-TP-ACN

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

NOV -2 PM 4:54

PUCO

Name of Registrant(s) Kentucky Data Link, Inc.

DBA(s) of Registrant(s) _____

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

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

Regulatory Contact Person(s) Kathy 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 Chewing

Phone 704-814-2531

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

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

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 [Signature] Date Processed 11-02-11

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14 (C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G)(0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:	Dec. 2010		Nov. 2011	

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input checked="" type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – 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)

Please Check ALL that apply:

- ☒ 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) 11-1-11 at (Location) Columbus, Ohio 43215

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

(Date) 11-1-11

- 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 Filing Form for most proceedings 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)

11-1-11

*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)

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

Issued: May 19, 2011

Effective: May 19, 2011

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

TABLE OF CONTENTS

TABLE OF CONTENTS	1
MISCELLANEOUS SERVICES	2
Special Construction	2
Termination Liability	2
Access to Telephone Relay Services	3
Late Payment Charges	3
Universal Emergency Telephone Number Service (911, E911)	3
Access to Carrier of Choice/Pressubscription	4

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.

Issued: May 19, 2011

Effective: May 19, 2011

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

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.

Issued: May 19, 2011

Effective: May 19, 2011

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

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

Issued: May 19, 2011

Effective: May 19, 2011

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

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

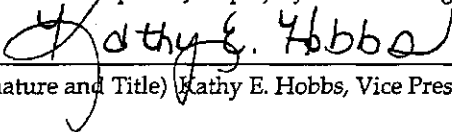
Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, Kentucky Data Link, 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, Vice President, State Government Affairs

July 29, 2011

(Date)

EXHIBIT B

(Proposed Revised Tariff Pages)

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

|
(T)

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

WINDSTREAM KDL, INC.
4001 Rodney Parham Road
Little Rock, AR 72212
(800) 599-1000 or 800- 843-9214

(T)
|
(T)

Issued: November 2, 2011

Effective: December 2 , 2011

Issued by: Vice President
4001 Rodney Parham Road
Little Rock, AR 72212

**First Revised Page 1
Cancels Original Page 1**

TABLE OF CONTENTS

TABLE OF CONTENTS	1
MISCELLANEOUS SERVICES	2
Special Construction	2
Termination Liability	2
Access to Telephone Relay Services	3
Late Payment Charges	3
Universal Emergency Telephone Number Service (911, E911)	3
Access to Carrier of Choice/Pressubscription	4

Issued: November 2, 2011

Effective: December 2 , 2011

Issued by: Vice President
4001 Rodney Parham Road
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First Revised Page 2
Cancels Original Page 2

MISCELLANEOUS SERVICES

Special Construction

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- (A) non-recurring type charges;
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 - (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.

Issued: November 2, 2011

Effective: December 2 , 2011

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4001 Rodney Parham Road
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First Revised Page 3
Cancels Original Page 3

MISCELLANEOUS SERVICES

Access to Telephone Relay Services

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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.

Issued: November 2, 2011

Effective: December 2, 2011

Issued by: Vice President
4001 Rodney Parham Road
Little Rock, AR 72212

Frist Revised Page 4
Cancels Original Page 4

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

Issued: November 2, 2011

Effective: December 2, 2011

Issued by: Vice President
4001 Rodney Parham Road
Little Rock, AR 72212

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 Windstream KDL, 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. 90-9204-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

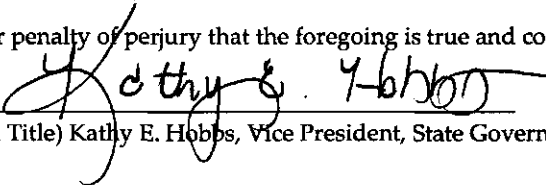
Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, Windstream KDL, 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.


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

11-2-11
(Date)

EXHIBIT C

(Secretary of State Certification)

Attached is a certificate of good standing from the Ohio
Secretary of State for Windstream KDL, Inc.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/04/2011	201103400909	FOREIGNAMENDMENT (FAM)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

WINDSTREAM CORPORATION
4001 RODNEY PARHAM
B1 FO3
LITTLE ROCK, AR 72222

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1038186

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WINDSTREAM KDL, INC.

and, that said business records show the filing and recording of:

Document(s):
FOREIGN/AMENDMENT

Document No(s):
201103400909



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 1st day of February, A.D. 2011.

Jon Husted

Ohio Secretary of State

EXHIBIT D

(Description and Rationale for Proposed Tariff Changes)

The Applicant, Kentucky Data Link, Inc., hereby seeks the necessary authority to change its name to Windstream KDL, Inc. The tariff title pages attached hereto as Exhibit B reflect the new name.

The change to the new name will not affect the Applicant's rates, terms or conditions of service. Windstream's commitment to providing the best products and services is exactly the same.

EXHIBIT E

(December, 2010 Customer Notice)



December 1, 2010

Customer Name
Address 1
Address 2
City, State Zip

KDL is now part of Windstream.

As you may have heard, KDL is now part of Windstream Communications. We are excited about the combination of KDL and Windstream and want to take a moment to briefly introduce Windstream to you.

Windstream is a communication and technology company that provides next generation data, voice, MPLS networking, data centers, managed services and communication systems to over 400,000 businesses across 29 states. We at Windstream welcome the opportunity to continue serving your business technology needs.

Key reasons why businesses choose Windstream:

- **Investing in the future.** Windstream is an S&P 500 company and invests significant capital annually to grow solutions for business customers. The company invests more than \$400 million a year to fortify our advanced network and data centers.
- **Expanded opportunities.** With the current 30,000 miles of fiber currently available through KDL, Windstream now offers over 56,000 miles of long-haul and metro fiber to provide additional flexibility to support your communication requirements.
- **A proven track record.** Windstream's broad industry expertise encompasses such areas as healthcare, finance, hospitality, retail, education, government, services and agriculture.
- **Customer focused.** Nothing is more important to KDL than taking care of its customers. That commitment remains unchanged as Windstream and KDL join together. Our experienced engineers, technicians, service and sales teams are a major reason why businesses rely on us to deliver innovative solutions.
- **Convenience.** One company for all your next generation data, voice, MPLS networking, data center, managed services and communication system needs.

The team that supports your account is not changing, and no action is required on your part. Please continue to use the same phone numbers for billing questions, technical support and customer service. For additional information you may also visit windstreambusiness.com/FAQ.

While the name is changing, our commitment to providing you with the best products and services is exactly the same. We look forward to continuing our relationship with you for years to come.

Sincerely,

John Greenbank
President
KDL Inc.

Jeff Gardner
President and Chief Executive Officer
Windstream Communications

EXHIBIT F

(November 2011, Customer Notice)

Bill message re: Name Change - Kentucky Data Link, Inc. to Windstream KDL, Inc.

Co: Kentucky Data Link, Inc.

Audience: Bus and Res; CLEC

Billing cycles: November 1 to November 30, 2011 bill cycles

Text:

Kentucky Data Link, Inc. was acquired by Windstream Corporation late last year. As a result, effective December 1st, Kentucky Data Link, Inc. is changing its name to Windstream KDL, Inc. There will be no change in your current rates or the terms and conditions of your service as a result of this name change. Windstream's commitment to providing you with the best products and services is exactly the same. If you have any questions, please call us at 1-800-599-5000 (business customers) or 1-800-599-1000 (residential customers), or visit windstream.com for more information.

EXHIBIT G

(Affidavit)

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

SS.

AFFIDAVIT

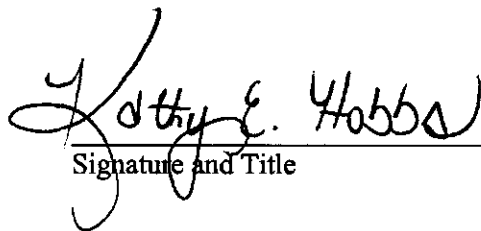
I, Kathy E. Hobbs, am an authorized agent of the applicant company, Kentucky Data Link, Inc., and am authorized to make this statement on its behalf.

I attest that the customer notice attached as Exhibit E to the Application in this proceeding was mailed to Kentucky Data Link, Inc. customers in December, 2010.

I attest that the bill message attached as Exhibit F to the Application in this proceeding will appear on all bills beginning November 1, 2011 and continuing through the November 30, 2011 bill cycle to affected customers in the State of Ohio.

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

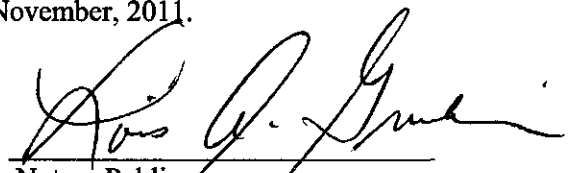
Executed on November 1, 2011 Columbus, Ohio, 43215
Date Location

 Vice President, State Government Affairs
Signature and Title

Subscribed and sworn to before me this 1st day of November, 2011.



LOIS A. GRUHIN
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.


Notary Public
My Commission Expires: