

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
Case No. 2018-00157**

In the Matter of

CMN-RUS, INC.

RECEIVED

COMPLAINANT

v.

SEP 07 2018

WINDSTREAM KENTUCKY EAST, INC.

PUBLIC SERVICE
COMMISSION

RESPONDENT

**WINDSTREAM KENTUCKY EAST, INC.'s SUPPLEMENTAL PETITION
CONFIDENTIAL TREATMENT OF RATES AND CONFIDENTIAL CONTRACTS**

Comes the Defendant, Windstream Kentucky East, Inc. ("Windstream"), and for its Supplemental Petition for Confidential Treatment of Confidential Contracts, hereby states as follows:

Windstream previously filed its Motion for Confidential Treatment of Rates and Confidential Contracts, pursuant to 807 KAR 5:001, Section 13, on August 27, 2018 requesting the Commission to classify and protect as confidential certain information contained in Responses to Requests No. 7 and 8 for Information from the Public Service Commission ("PSC"). As required by 807 KAR 5:001, Section 13(2), Windstream provided one copy of the documents for which it is requested confidential treatment, under seal, with the material for which confidential treatment is requested highlighted (or in a case where Windstream is seeking confidential treatment of whole documents, the entire, unredacted document was provided), and six copies of the documents with the confidential material redacted.

In the course of providing to the PSC more than 7,000 documents with only two weeks to respond, Windstream inadvertently disclosed one contract that contained a confidentiality clause and should have been held confidential pursuant to KRS 61.878(1)(c), WIN1473-1507. Just as with the contracts for which Windstream previously sought confidentiality, Windstream has

entered into this contract in a competitive field and gave the other party to the contract the expectation that their terms would remain confidential. Further public disclosure of this contract "would permit an unfair commercial advantage to competitors of the entity that disclosed the records" pursuant to KRS 61.878(1)(c). To protect its business and proprietary interests, Windstream now seeks confidential treatment, for an indefinite period, of this contract. Specifically, Windstream requests the PSC to enter an order that the original WIN1473-1507 be removed from the public record and the attached redacted copies be substituted.

WHEREFORE, Windstream requests the PSC to grant its Supplemental Petition for Confidential Treatment of Confidential Contracts.

Respectfully submitted,




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CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of the foregoing was served on September 6, 2018 upon the following:

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*Counsel for Respondent,
Windstream Kentucky East, Inc.*



WIRELESS ATTACHMENT POLE ATTACHMENT LICENSE AGREEMENT

BY AND BETWEEN

WINDSTREAM KENTUCKY EAST, LLC

AND

NEW CINGULAR WIRELESS PCS, LLC

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ATTACHED AND INCORPORATED EXHIBITS

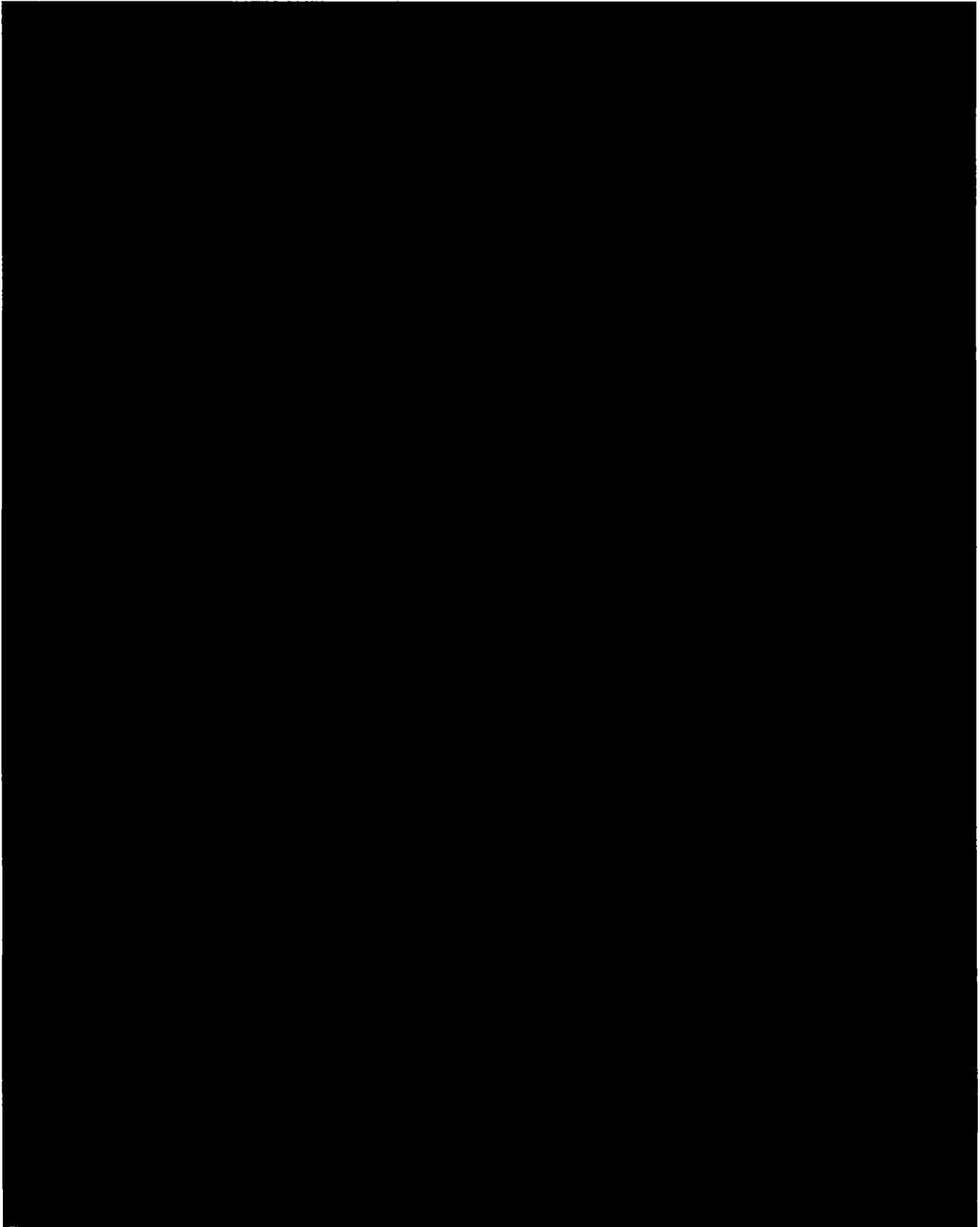
EXHIBIT A – DEFINITIONS

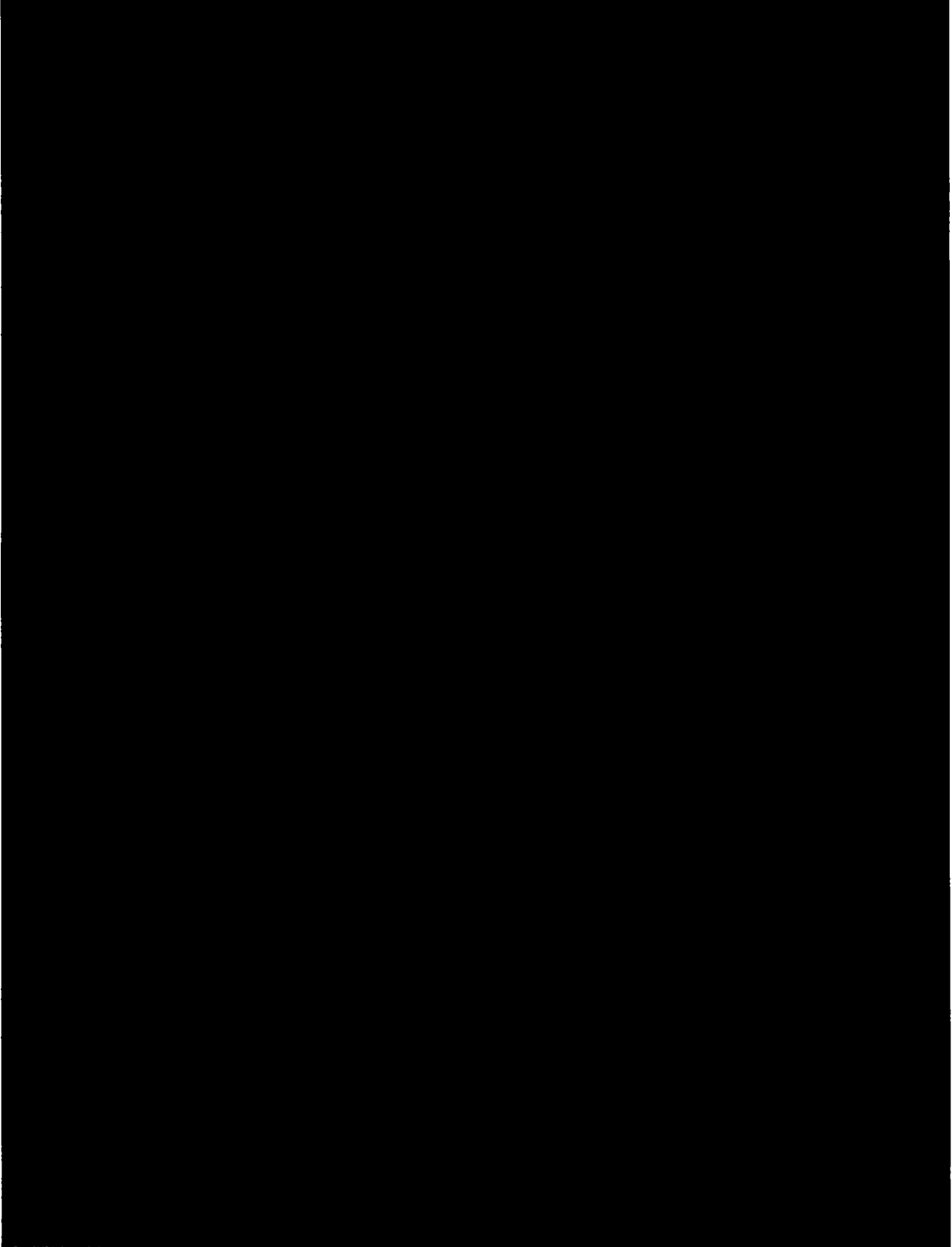
EXHIBIT B – FORM APPLICATION FOR POLE LICENSE

EXHIBIT C – NOTIFICATION OF SURRENDER OF LICENSE

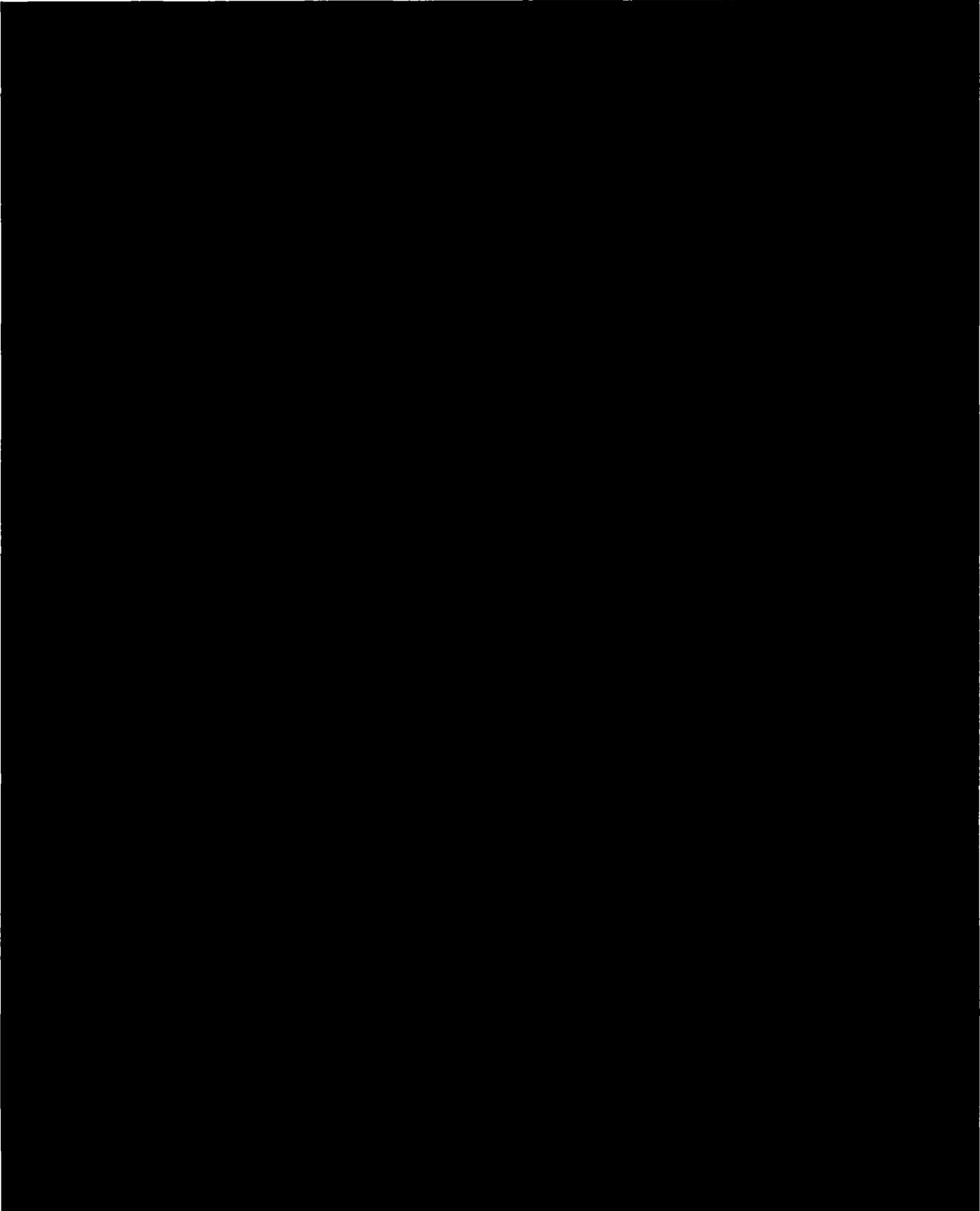
EXHIBIT D – SCHEDULE OF RATES, FEES AND CHARGES

EXHIBIT E – NOTICE CONTACTS AND ADDRESSES

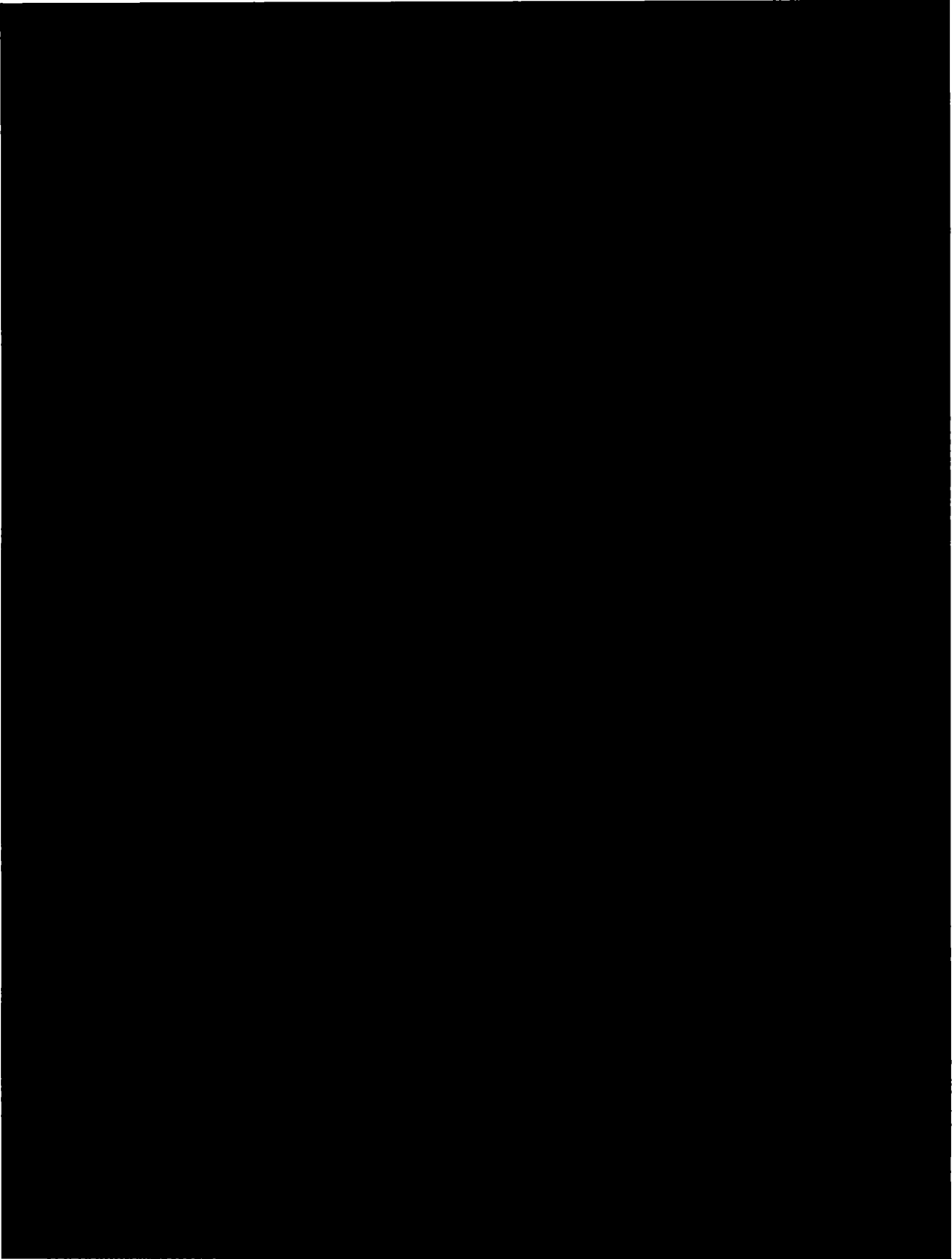




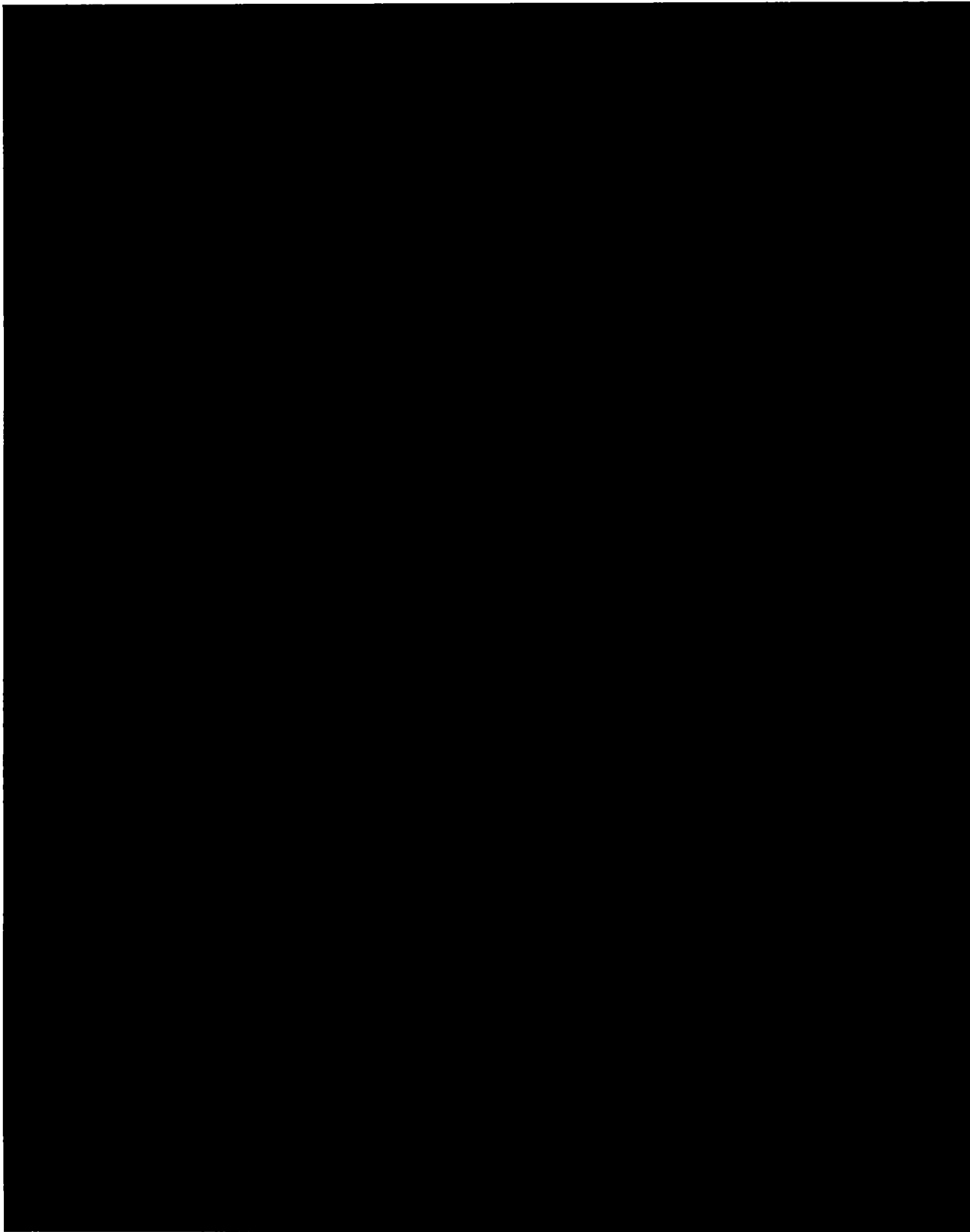
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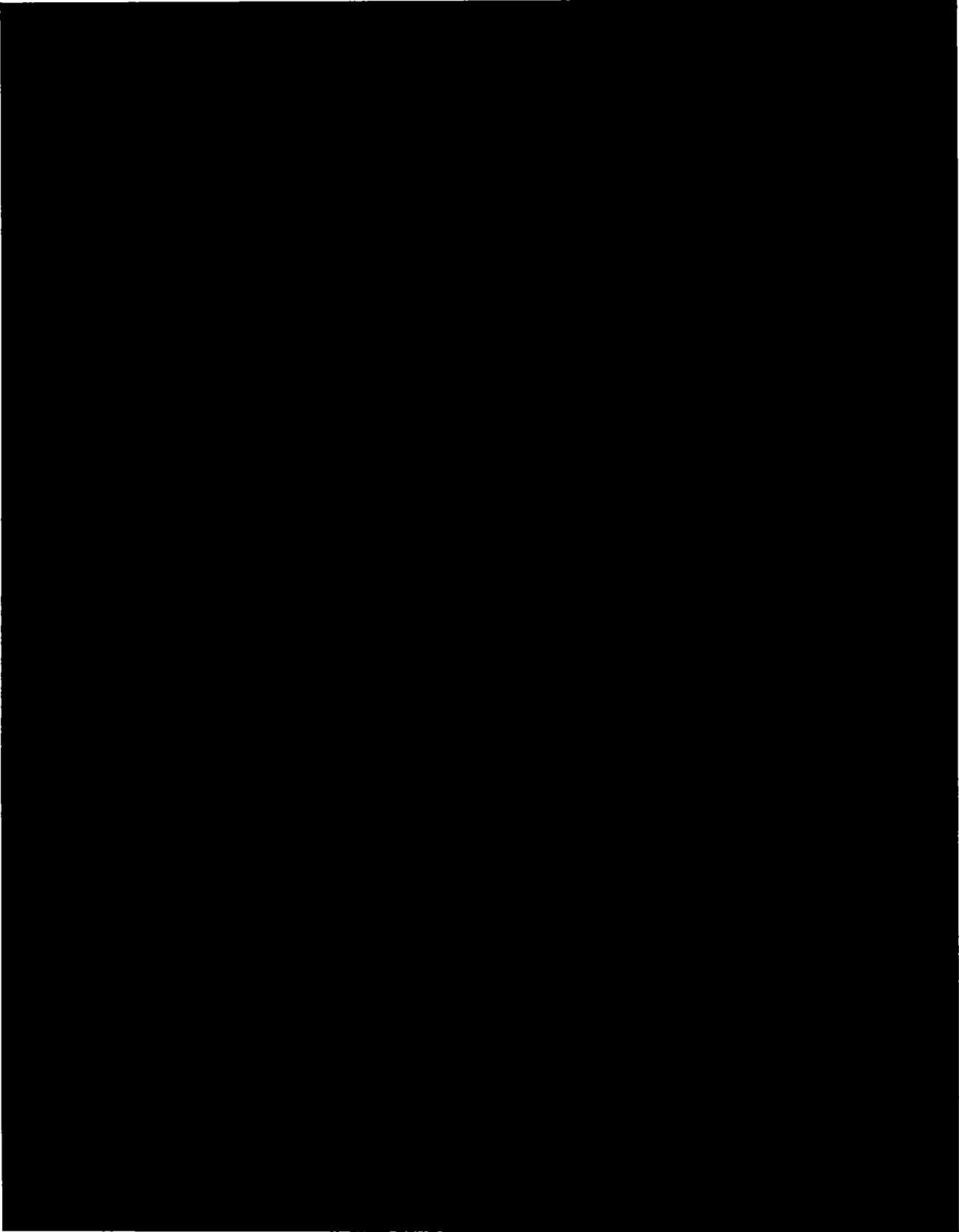


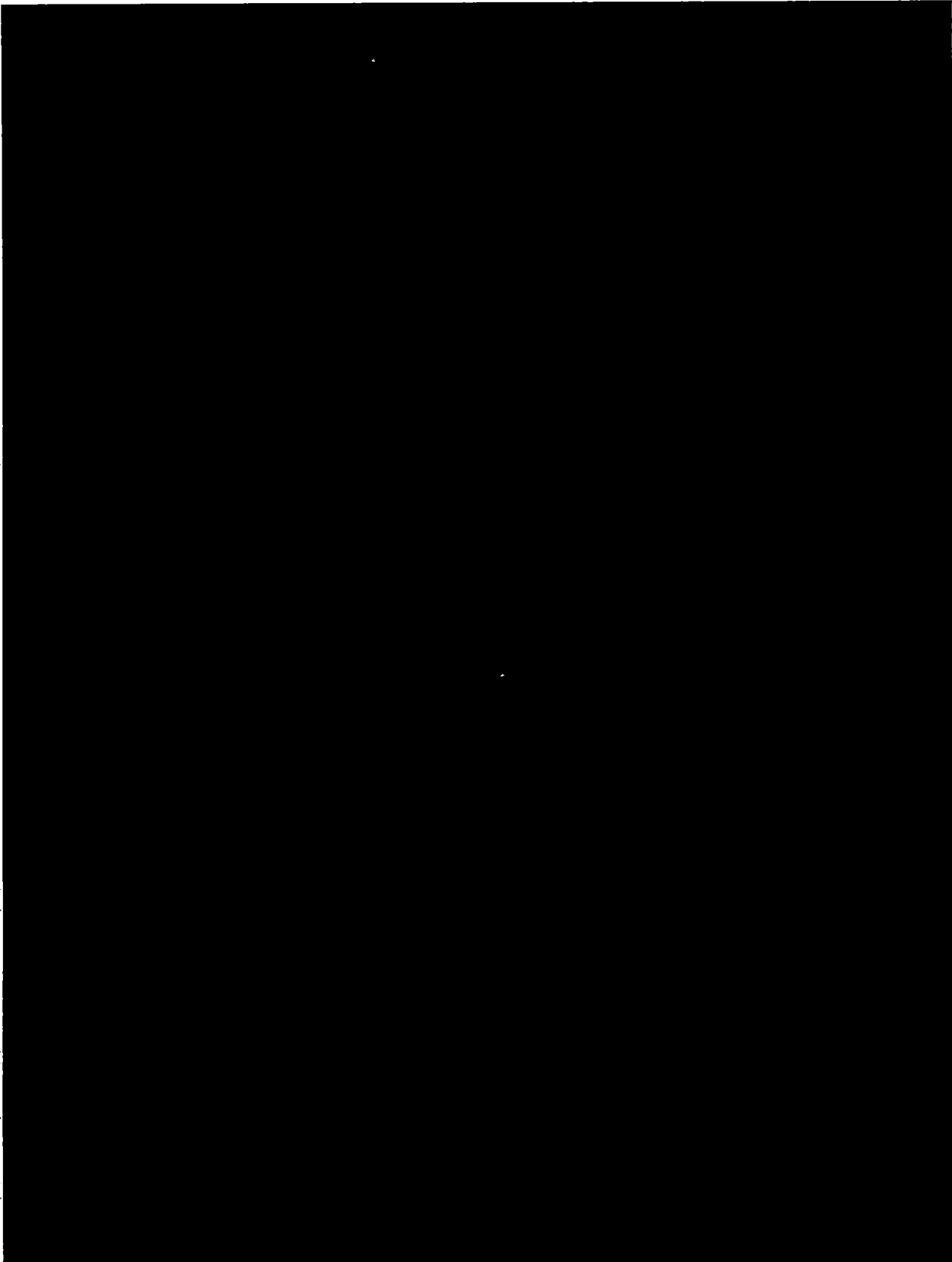
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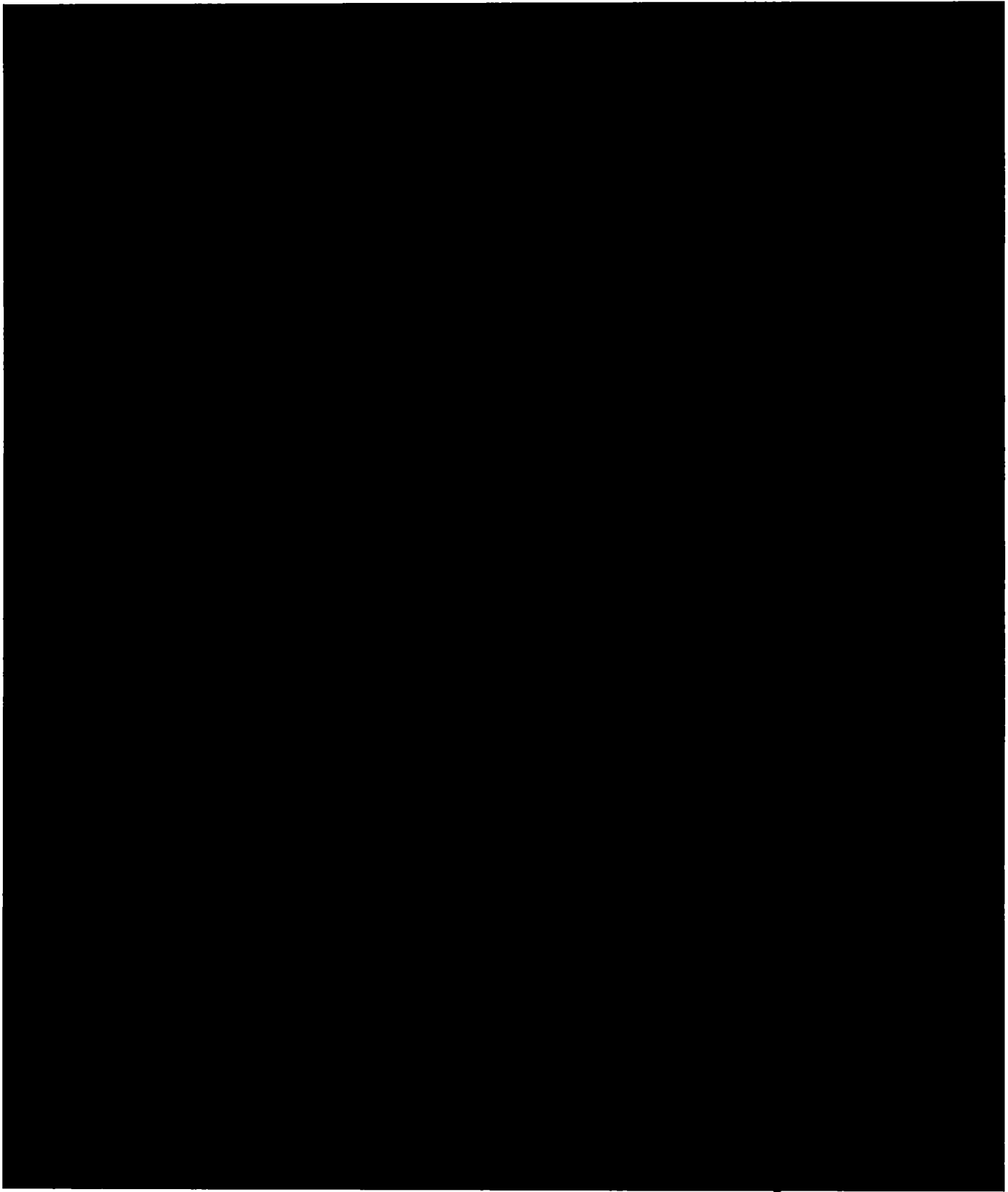


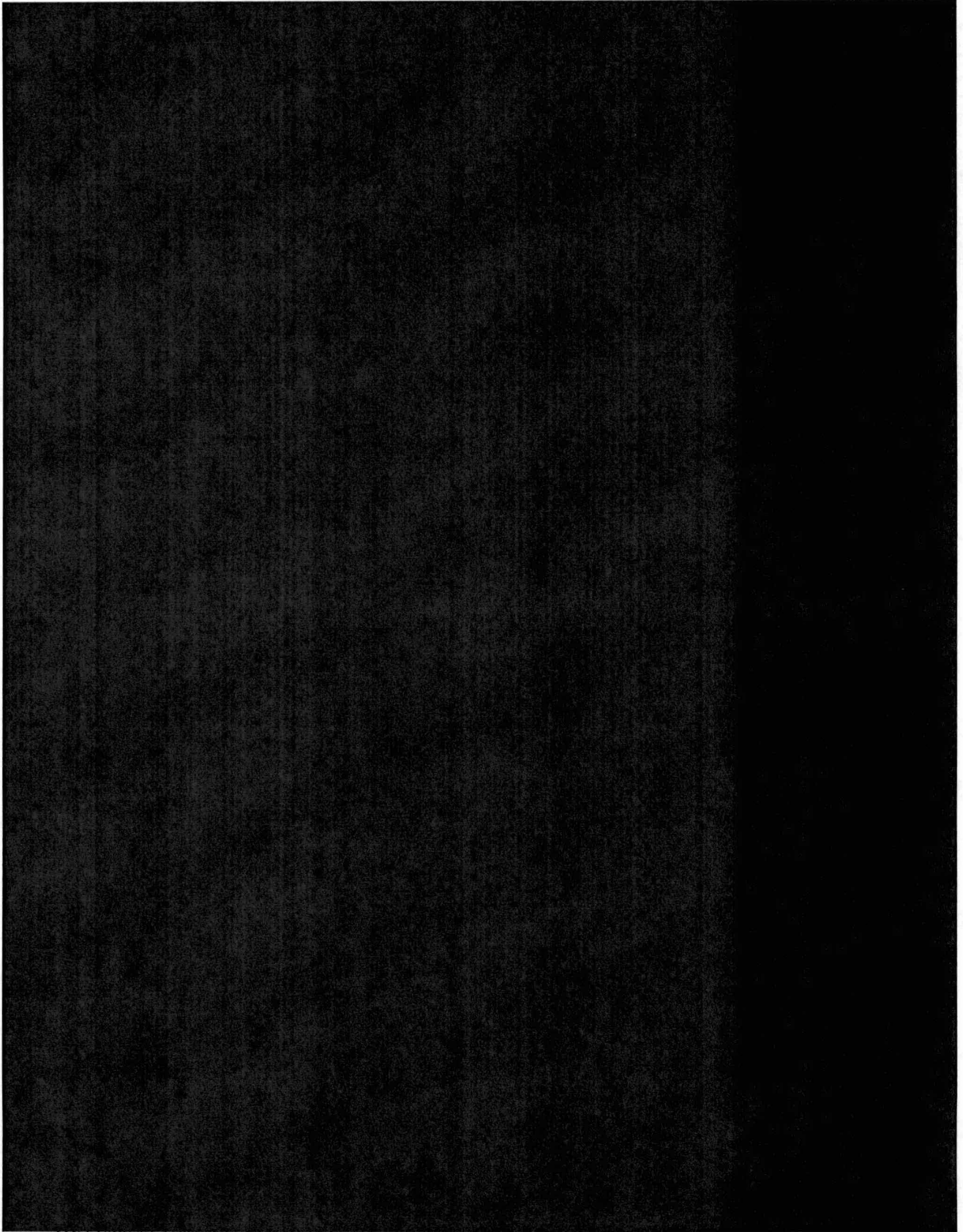
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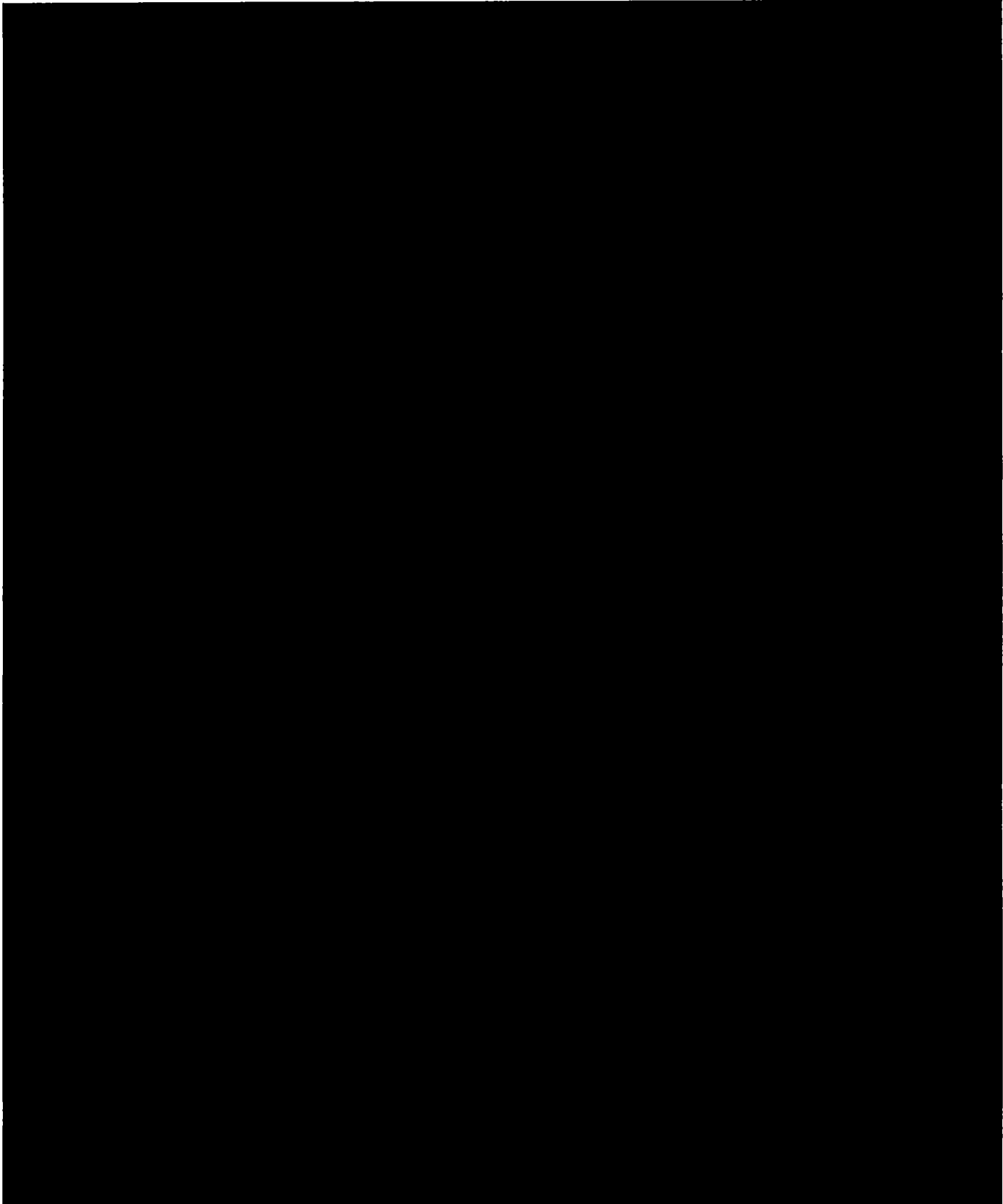


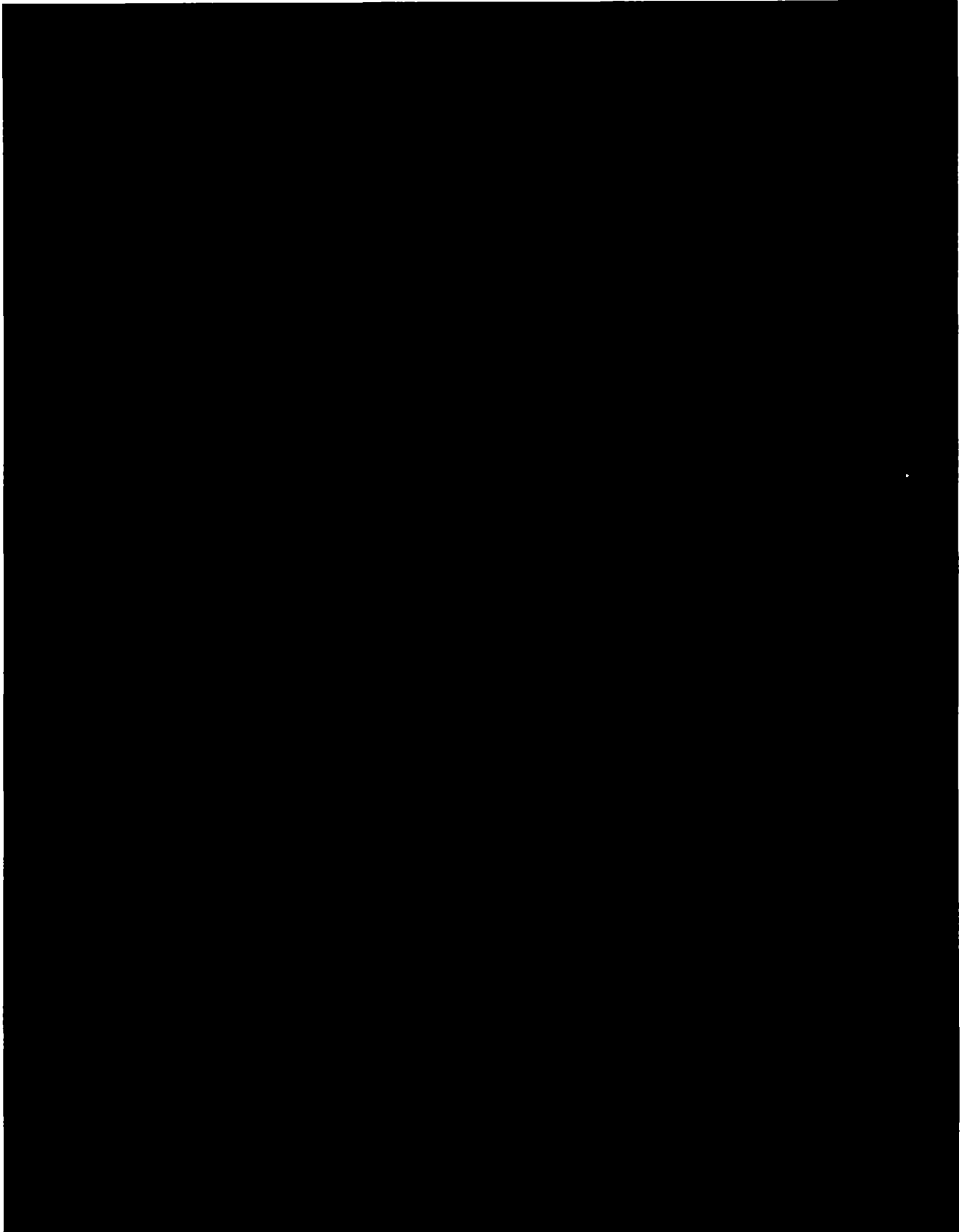


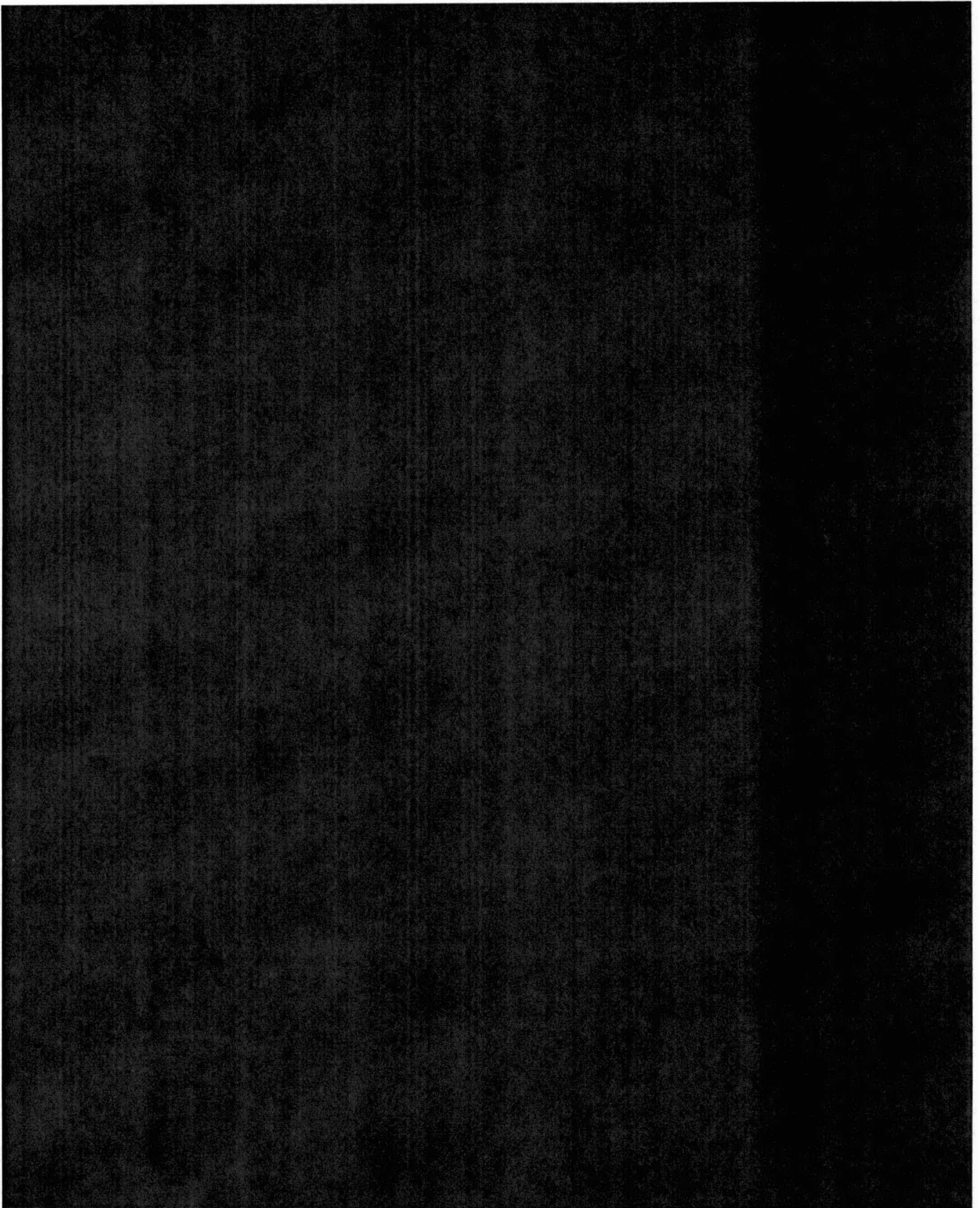


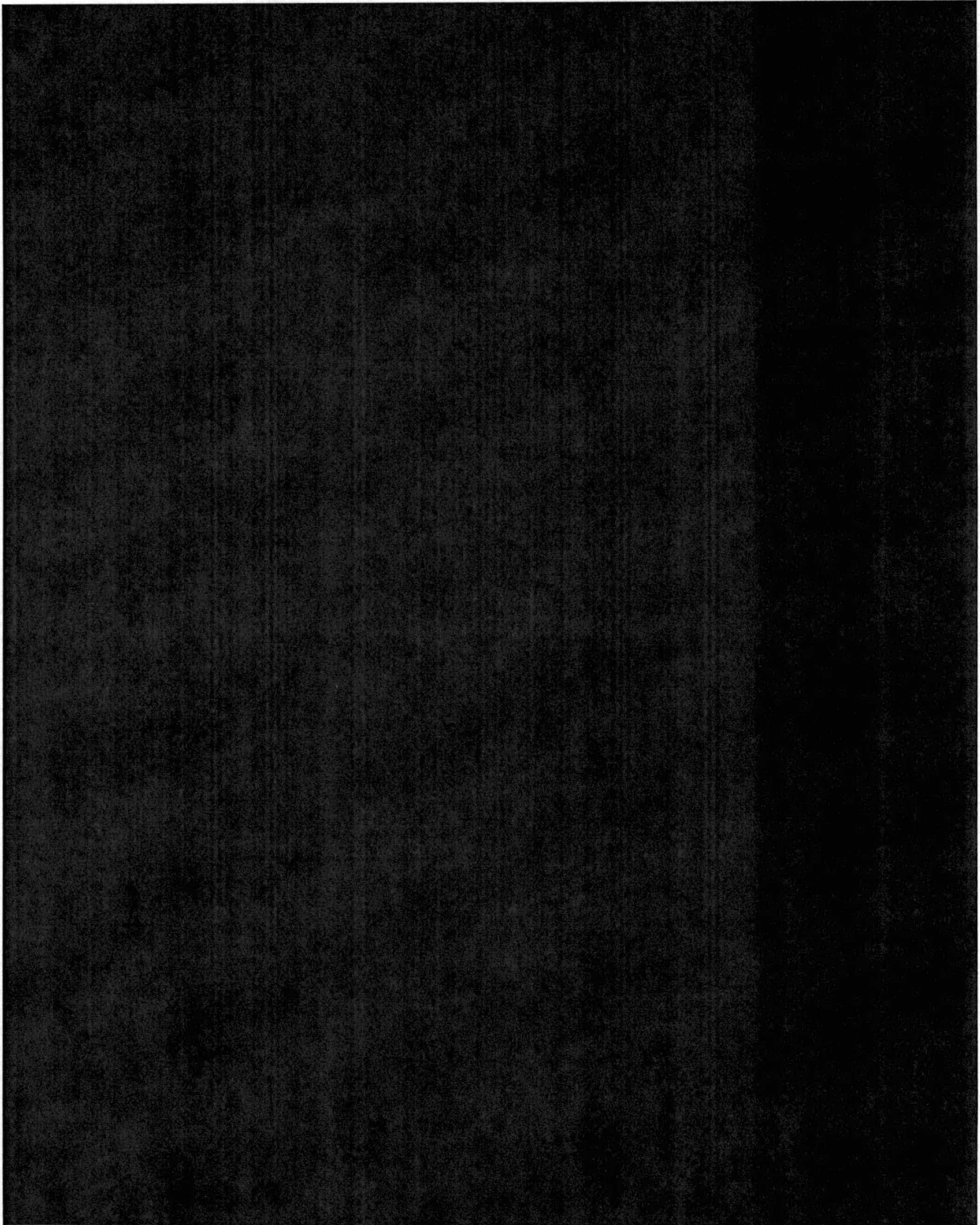


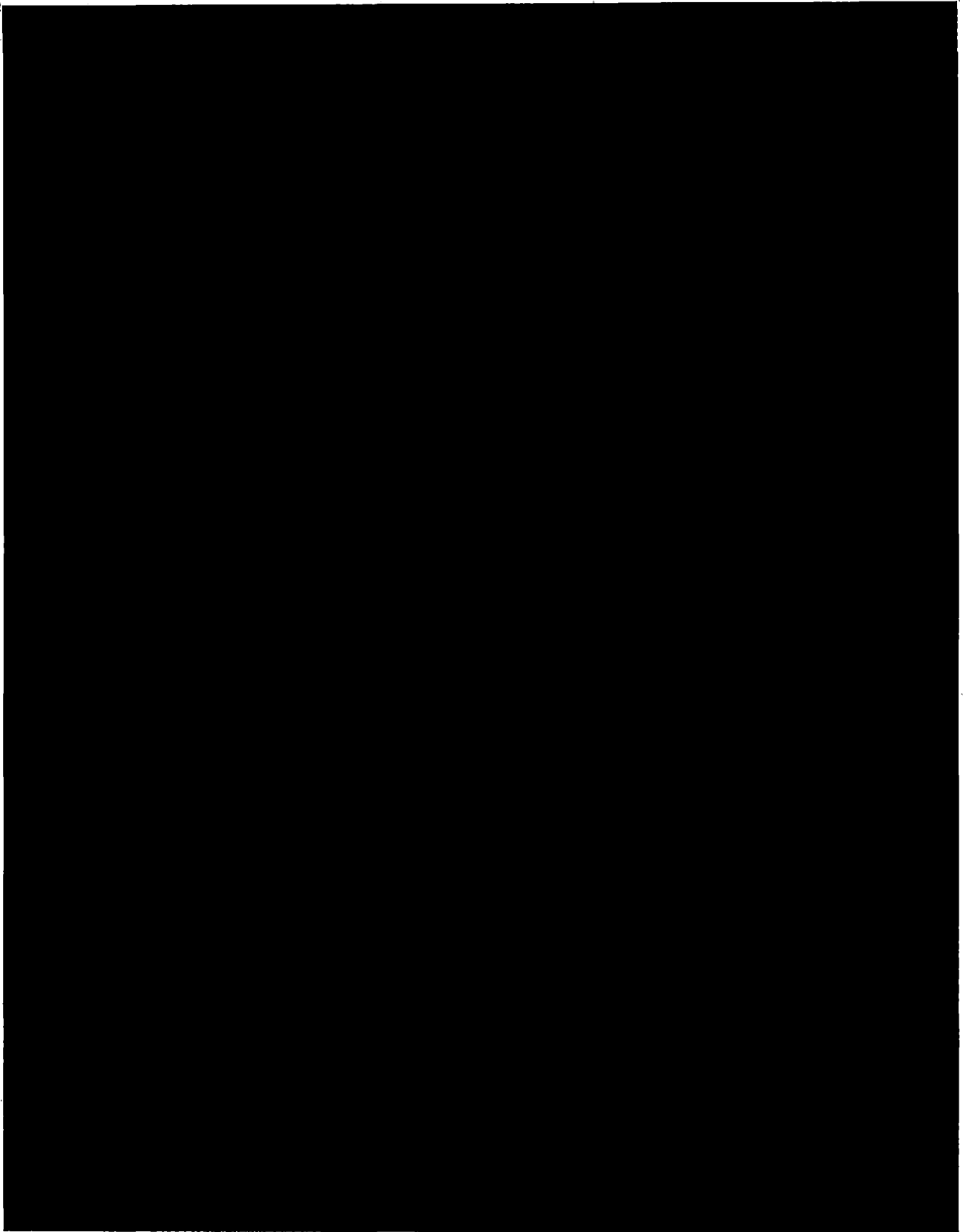
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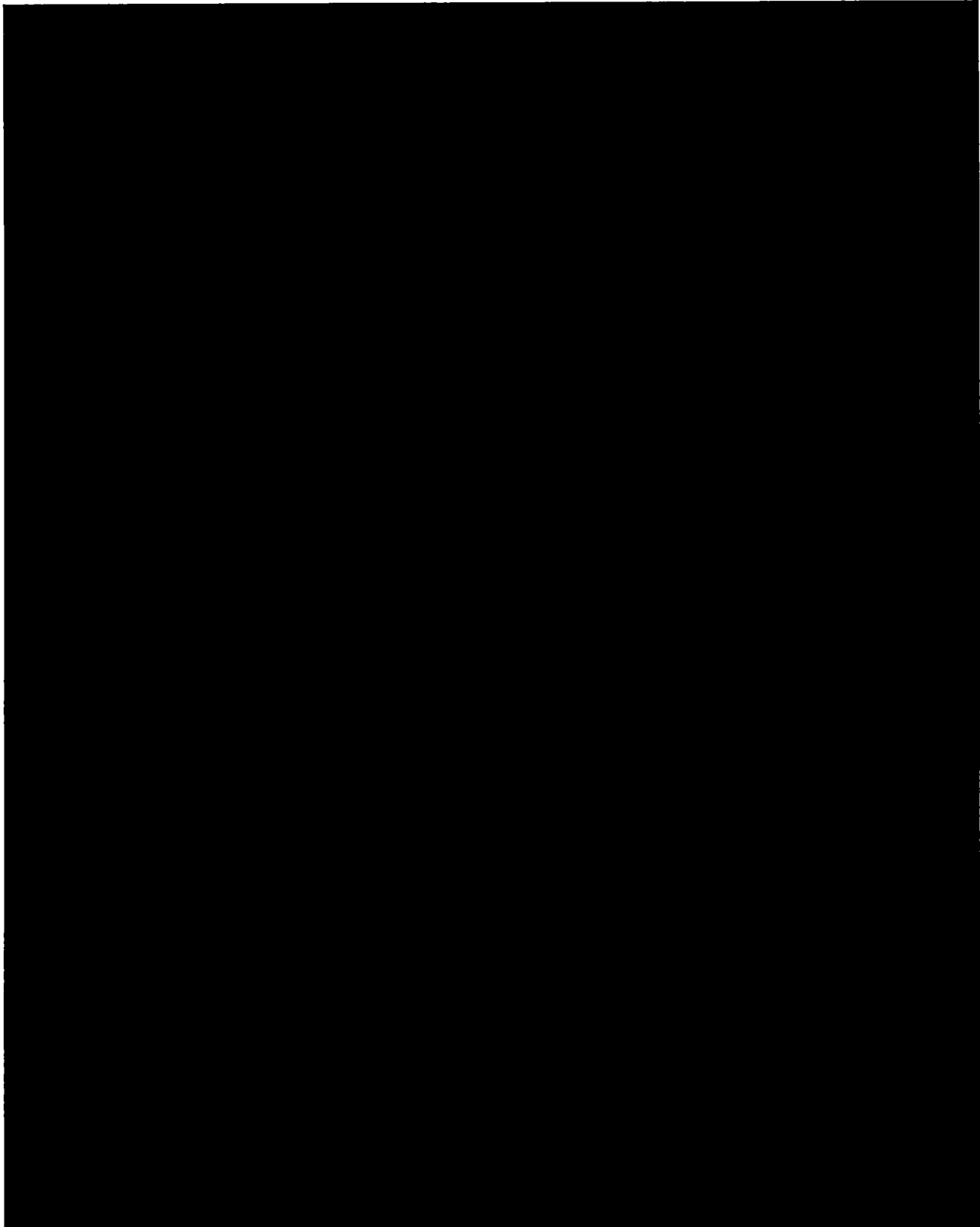




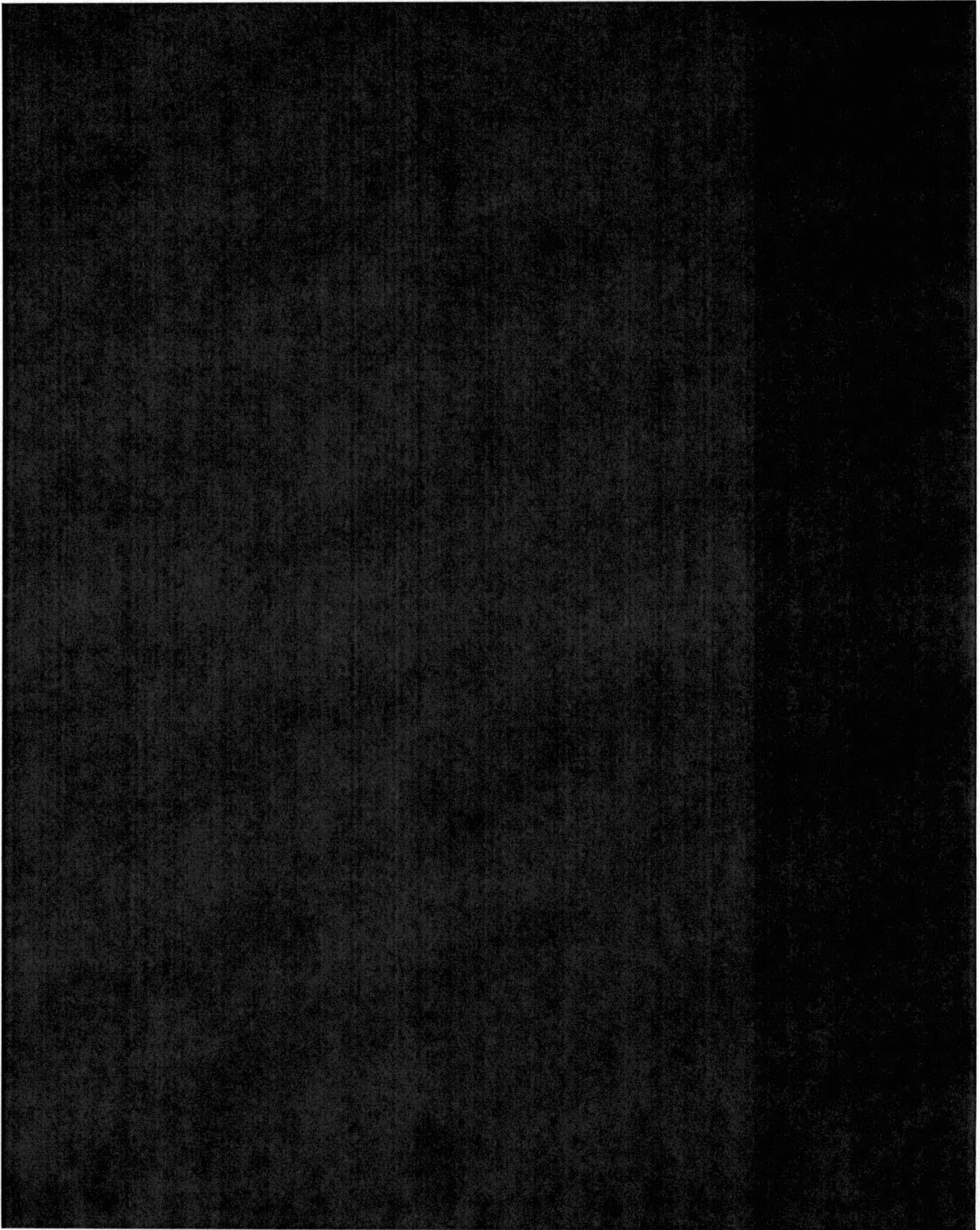






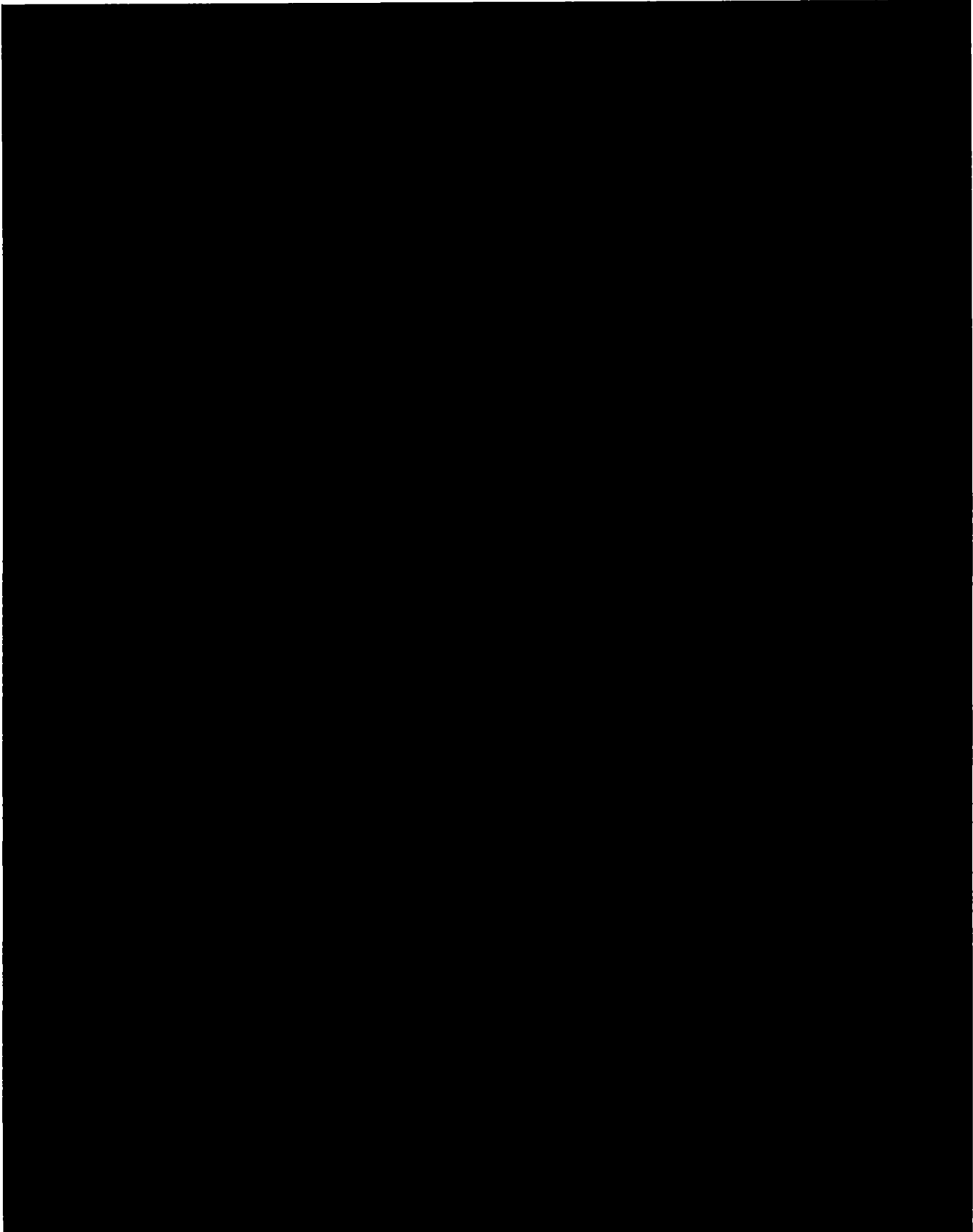


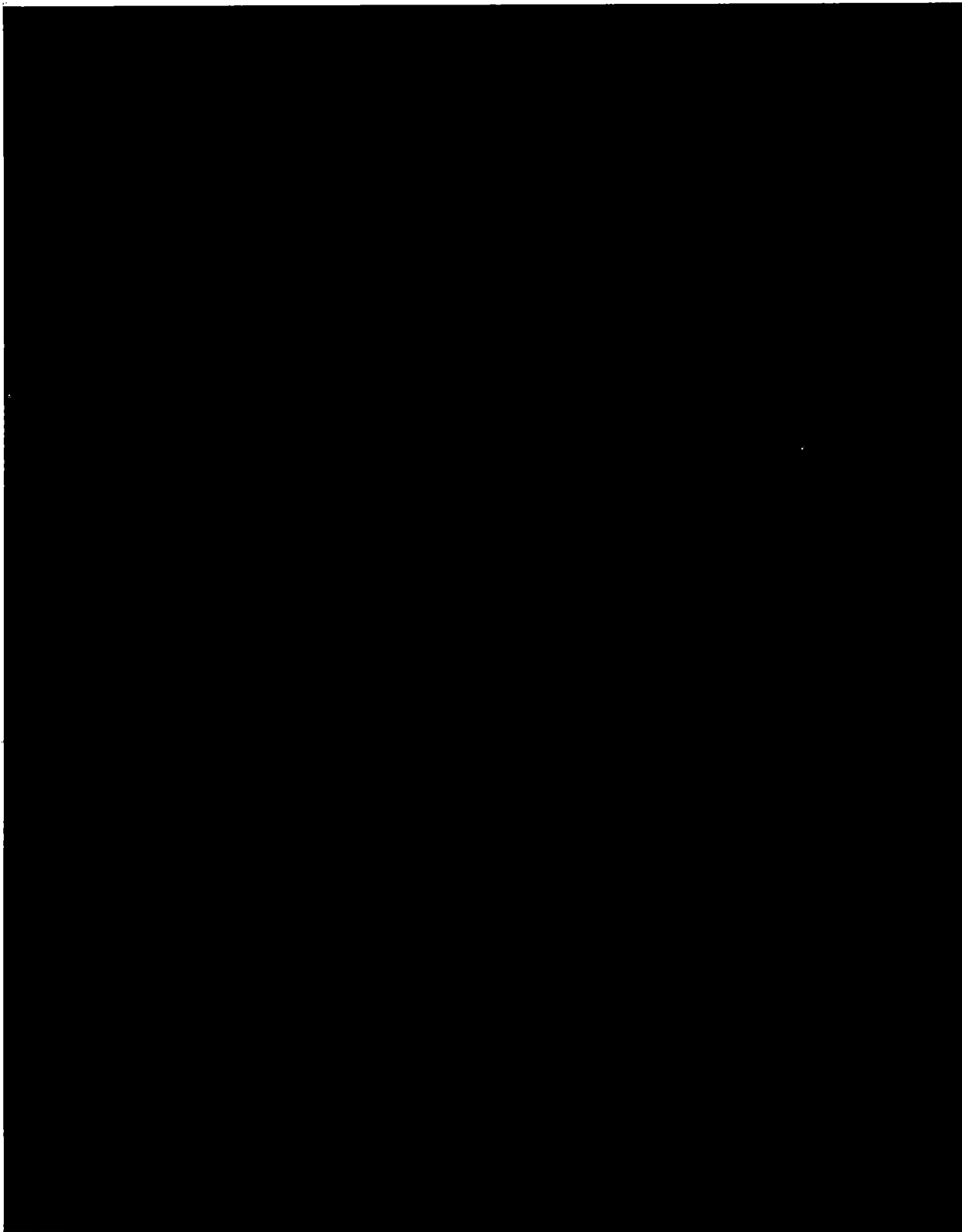
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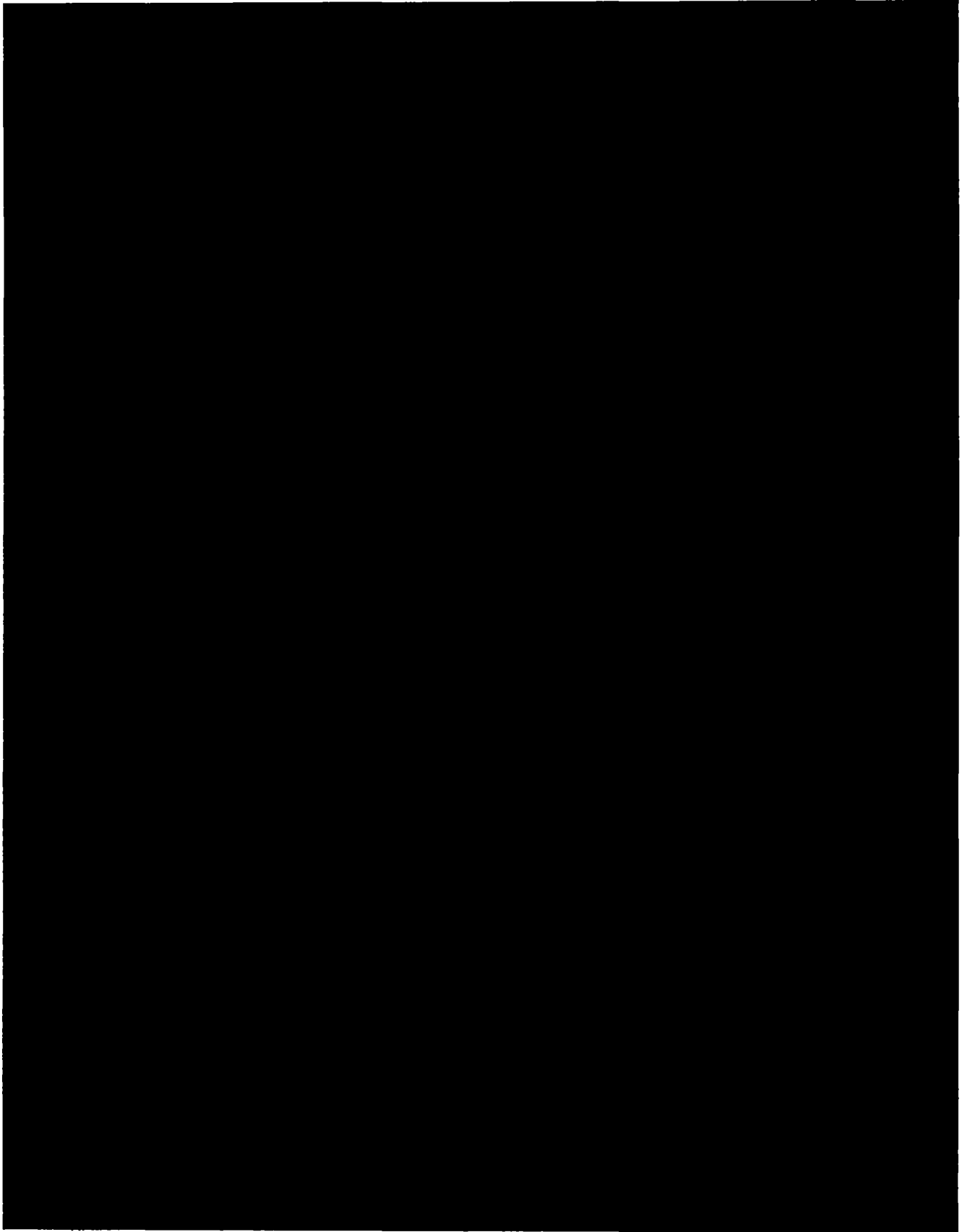


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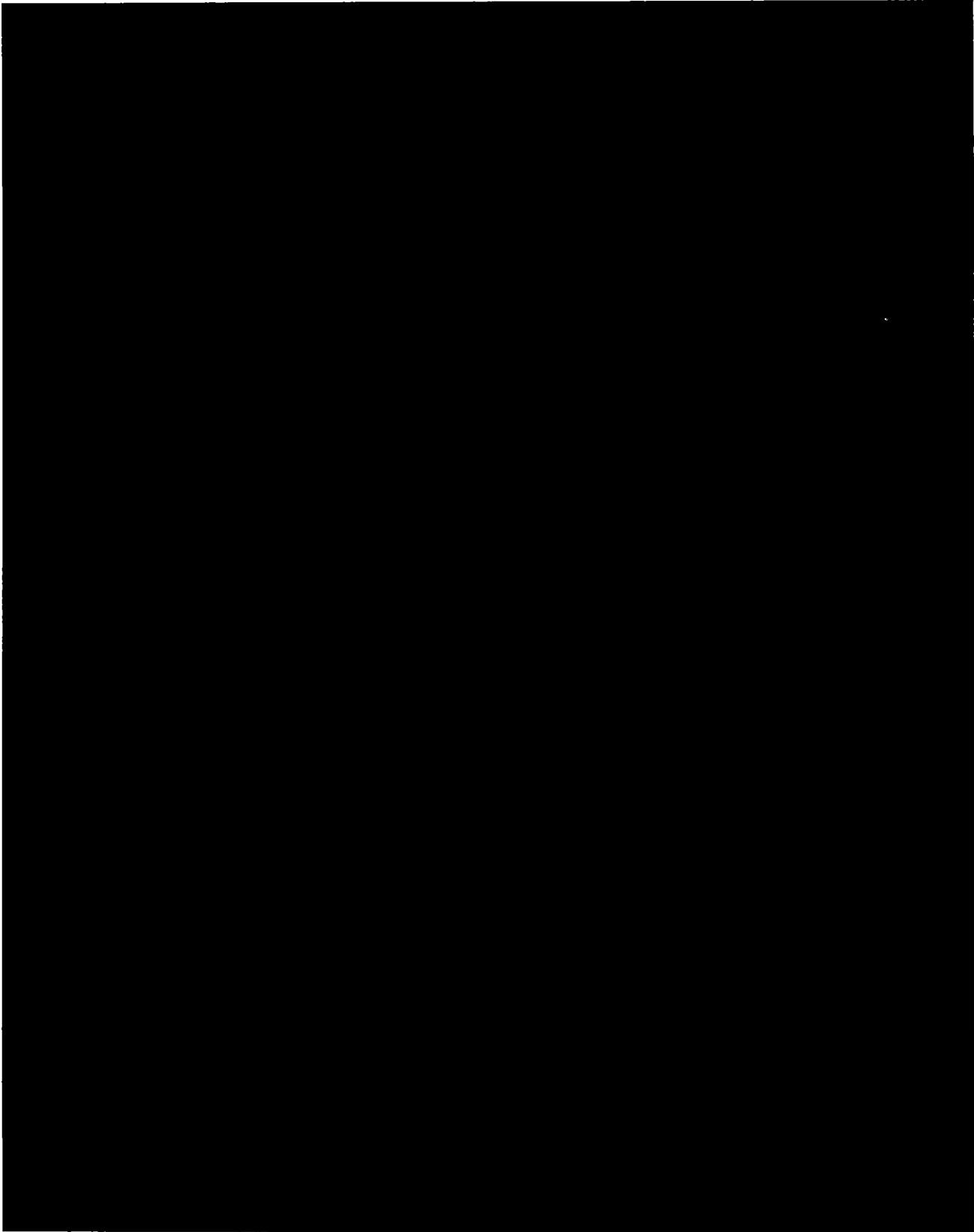
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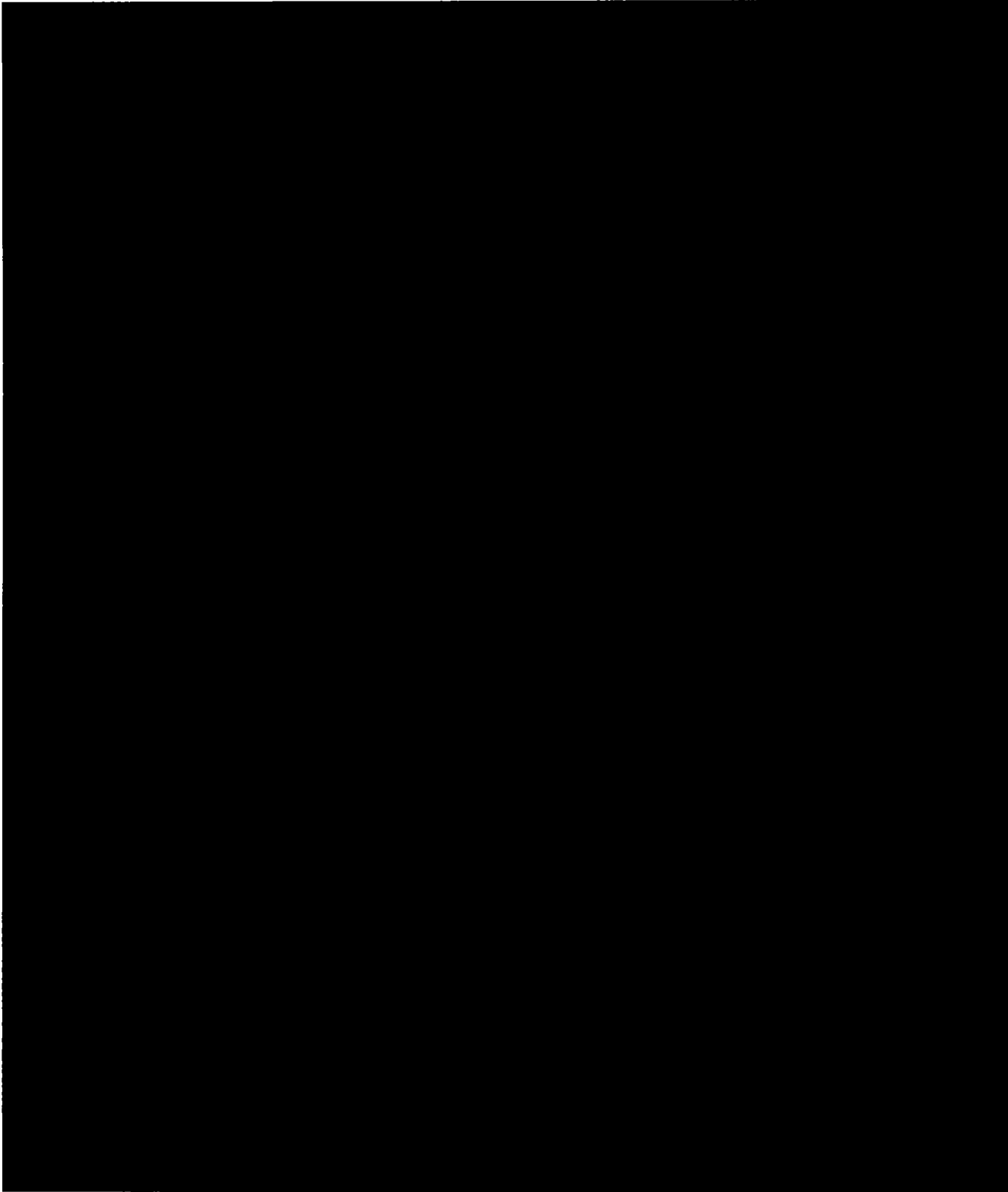


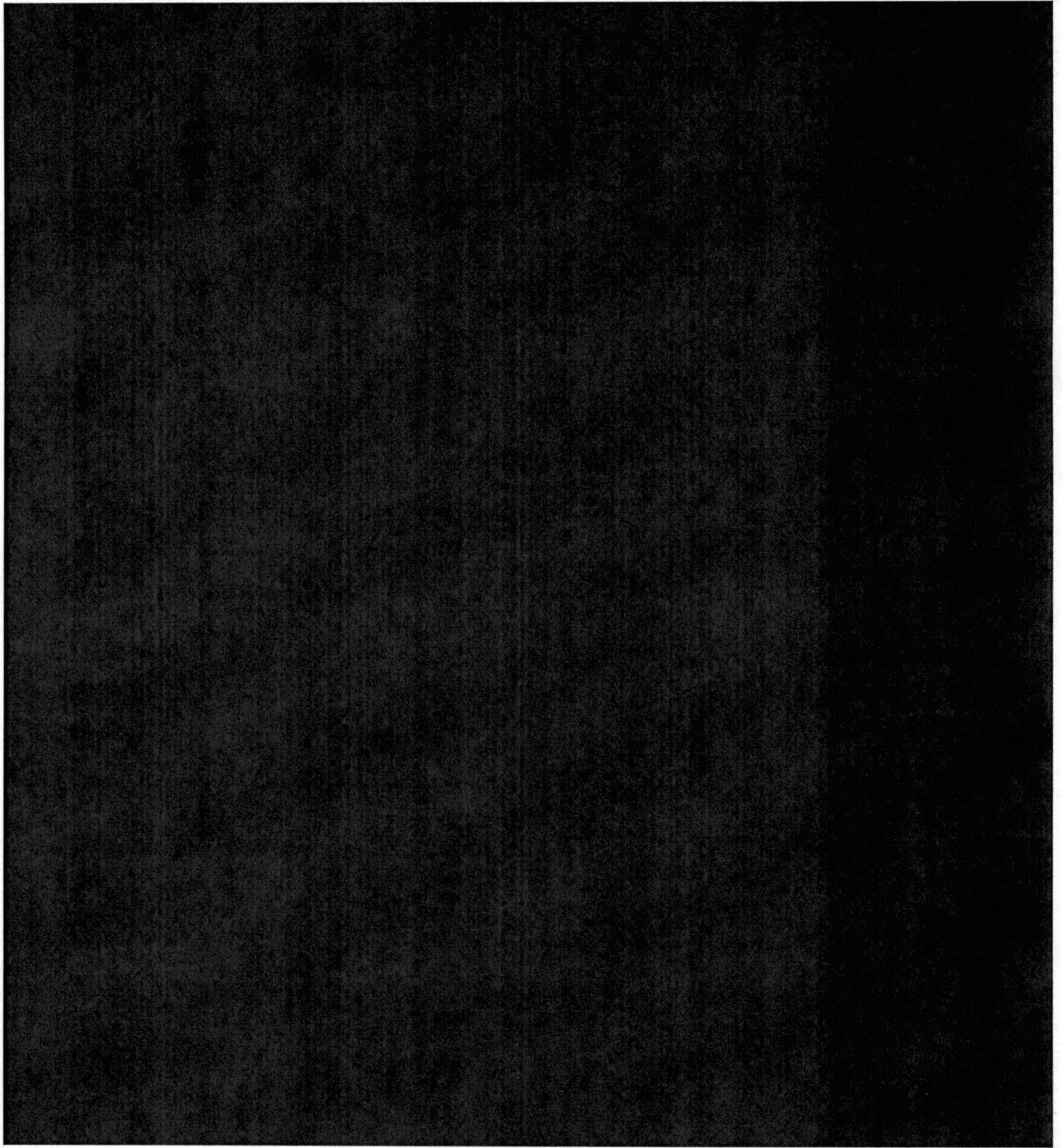


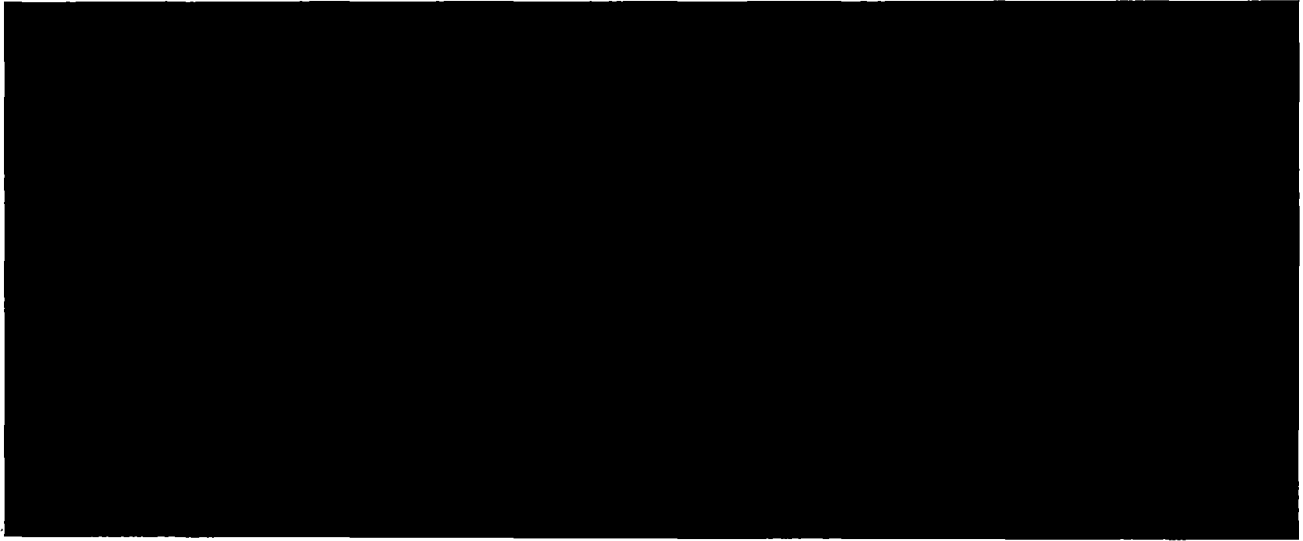










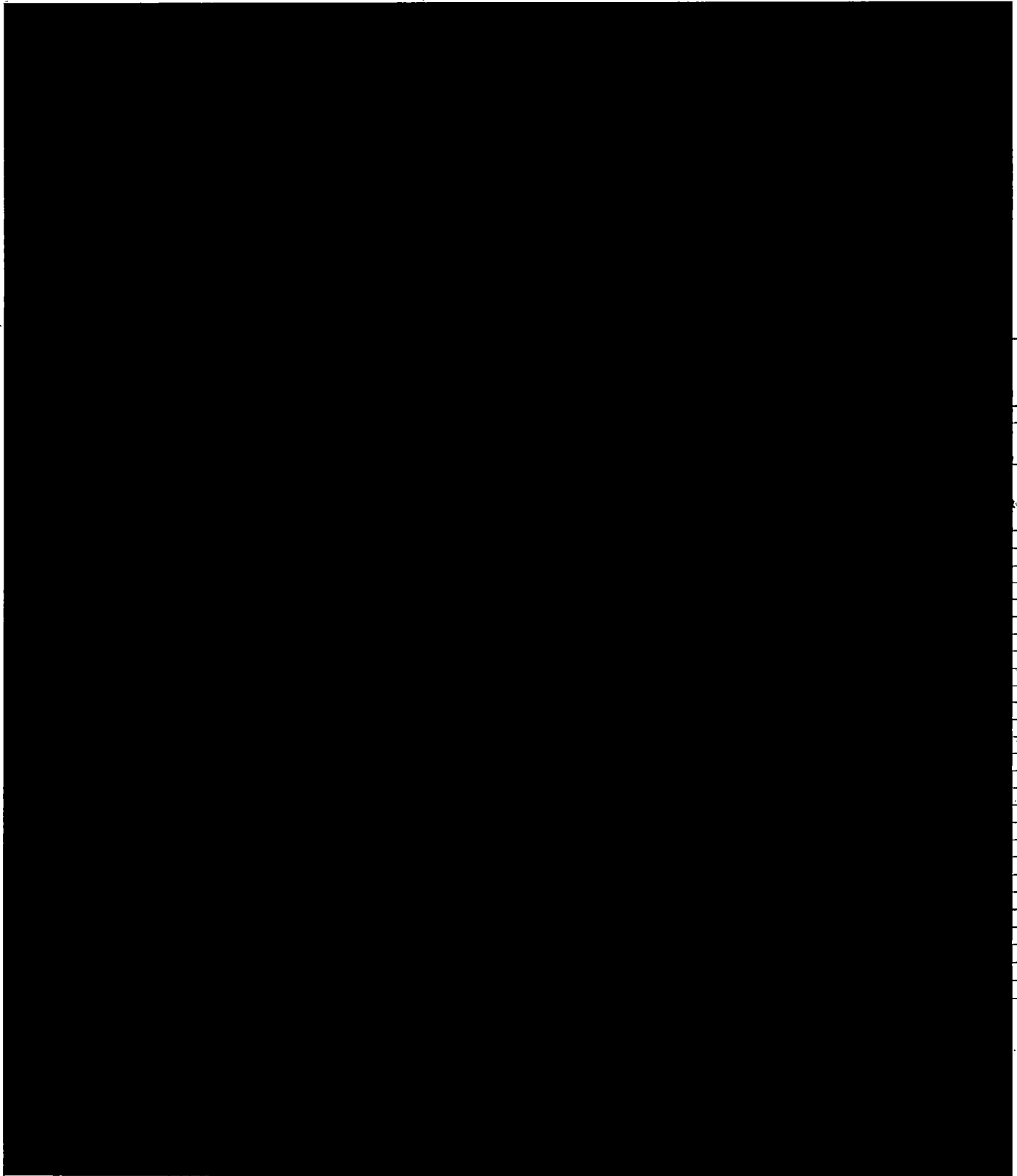


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