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February 26, 2010

VIA OVERNIGHT MAIL

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

RECEIVED

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PUBLIC SERVICE
COMMISSION

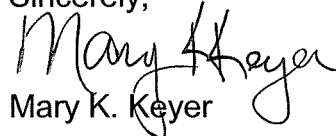
Re: Petition of Windstream Kentucky East, LLC, for Arbitration of an
Interconnection Agreement With New Cingular Wireless PCS, d/b/a AT&T
Mobility
KPSC 2009-00246

Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are the original and 5 (five)
copies of AT&T Mobility's Follow-up Data Requests to Windstream Kentucky East, LLC.

Should you have any questions, please let me know.

Sincerely,


Mary K. Keyer

Enclosures

cc: Parties of Record

786174

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF WINDSTREAM KENTUCKY)	
EAST, LLC, FOR ARBITRATION OF AN)	CASE NO.
INTERCONNECTION AGREEMENT WITH)	2009-00246
NEW CINGULAR WIRELESS PCS,)	
D/B/A AT&T MOBILITY)	

**AT&T MOBILITY'S FOLLOW-UP DATA REQUESTS
TO WINDSTREAM KENTUCKY EAST, LLC**

New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, on behalf of itself and its wireless operating affiliates (collectively "AT&T Mobility"), pursuant to the Joint Procedural Schedule approved by the Commission on February 23, 2010, hereby serves its Follow-up Data Requests to Windstream Kentucky East, LLC ("Windstream" or "Windstream Kentucky East").

INSTRUCTIONS

(a) If any response required by way of answer to these Data Requests is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion. If any document is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document, each person who has viewed or who has had custody of a copy of the document, and a statement of the basis on which the privilege was claimed.

(b) These Data Requests are to be answered with reference to all information in your possession, custody or control or reasonably available to you.

(c) If a Data Request cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a Data Request, answer all parts of the Data Request to which you do not object, and as to each part to which you object, separately set forth the specific basis for the objection.

(d) These Data Requests are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these Data Requests subsequently become known or should your initial response be incorrect or untrue.

(e) For each Data Request, provide the name of the company witness(es) or employee(s) responsible for compiling and providing the information contained in each answer.

DEFINITIONS

(a) "Windstream" means, unless otherwise indicated, Windstream Kentucky East, LLC, the incumbent local exchange carrier, any predecessors in interest, its parents, subsidiaries, and affiliates, its present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of Windstream.

(b) "AT&T Mobility" means New Cingular Wireless PCS, LLC d/b/a AT&T Mobility, on behalf of itself and its wireless operating affiliates.

(c) "You" and "your" refer to Windstream or Windstream Kentucky East.

(d) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(e) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(f) The term "document" shall have the broadest possible meaning under applicable law. "Document" means every writing or record of every type and description that is in the possession, custody or control of Windstream, including, but not limited to, correspondence, memoranda, workpapers, summaries, stenographic or handwritten notes, studies, publications, books, pamphlets, reports, surveys, minutes or statistical compilations, computer and other electronic records or tapes or printouts, including, but not limited to, electronic mail ("Email") files, and copies of such writings or records containing any commentary or notation whatsoever that does not appear in the original. The term "document" further includes, by way of illustration and not limitation, schedules, progress schedules, time logs, drawings, computer disks, charts, projections, time tables, summaries of other documents, minutes, surveys, work sheets, drawings, comparisons, evaluations, laboratory and testing reports, telephone call records, personal diaries, calendars, personal notebooks, personal reading files, transcripts, witness statements and indices.

(g) The phrases "refer to" and "relate to" mean consisting of, containing, mentioning, suggesting, reflecting, concerning, regarding, summarizing, analyzing, discussing, involving, dealing with, emanating from, directed at, pertaining to in any

way, or in any way logically or factually connected or associated with the matter discussed.

DATA REQUESTS

105. Based on Windstream Kentucky East's responses to AT&T Mobility's Data Requests 5 and 6, Windstream Kentucky East has not provided balance sheet statements for 2006, 2007 and 2008 apparently because these statements have not been filed with the Kentucky Public Service Commission or the Federal Communications Commission. Please provide Windstream Kentucky East's balance sheet statements for 2006, 2007, 2008 and 2009 at the greatest level of detail available and at least at the account level as found in Schedule III as filed recently by other incumbent local exchange carriers ("ILECs") with the Kentucky Public Service Commission. Note that for plant accounts, Schedule III provides beginning balances, additions, retirements, transfers and ending balances. Since ILECs file two versions of balance sheet statements (total company and Kentucky operations only) with the Kentucky Public Service Commission, Windstream Kentucky East should provide both versions, if different. If 2009 information is not currently available, provide the 2009 portion when it becomes available.
106. Based on Windstream Kentucky East's responses to AT&T Mobility's Data Requests 5 and 6, Windstream Kentucky East has not provided income statements for 2006, 2007 and 2008 apparently because these statements have not been filed with the Kentucky Public Service Commission or the Federal Communications Commission. Please provide Windstream Kentucky East's income statements for 2006, 2007, 2008 and 2009 at the greatest level of detail available and at least at the account level as found in Schedule VI as filed recently by other ILECs with the Kentucky Public Service Commission. Since Schedule VI contains employee counts and total compensation for employees, provide this information as well for 2006, 2007, 2008 and 2009. Since ILECs file two versions of income statements (total company and Kentucky operations only) with the Kentucky Public Service Commission, Windstream Kentucky East should provide both versions, if different. If 2009 information is not currently available, provide the 2009 portion when it becomes available.
107. If not provided in response to AT&T Mobility Data Request 106, please provide Rent Revenue (Account 5240) for 2006, 2007, 2008 and 2009. If available, separately identify the portion attributable to conduits and poles. On the other hand, if Rent Revenue separately attributable to conduits and poles is unavailable, provide 2008 "Equivalent Number of Poles," "Conduit System – Trench Kilometers," and "Conduit System – Duct Kilometers" using definitions consistent with the 2007 instructions for the FCC's ARMIS Report 43-08. If

2009 information is not currently available, provide the 2009 portion when it becomes available.

108. The contract provided by Windstream Kentucky East on December 30, 2009 to AT&T Mobility's Data Request 35 appears to have expired.
- (a) Confirm or deny that this contract is the most recent contract for material costs associated with Windstream's IX facilities in Kentucky. If denied, provide the most recent contract.
 - (b) Confirm or deny the "new cost" prices found in Exhibit 2 of this contract support pricing information found within the "Components List" tab in "Inplace Price Book_ 2007 Update.xls," which was provided as part of Exhibit B to Windstream's response to AT&T Mobility's Data Request 9. If denied, provide the contracts or applicable price quotes that support the pricing information found within the "Components List" tab.

Respectfully submitted,


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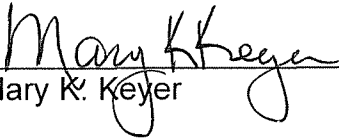
COUNSEL FOR NEW CINGULAR
WIRELESS PCS, D/B/A AT&T MOBILITY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the following individuals by mailing a copy thereof via U.S. Mail, this 26th day of February 2010.

Honorable Robert C. Moore
Attorney At Law
Hazelrigg & Cox, LLP
415 West Main Street
P.O. Box 676
Frankfort, KY 40602

Stacy Majors
Regulatory Counsel
Windstream Communications, Inc.
4001 Rodney Parham Road
Little Rock, AR 72212-2442



Mary K. Keyer