

421 West Main Street Frankfort, KY 40601 [502] 223-3477 [502] 223-4124 Fax

August 20, 2015

Mark R. Overstreet (502) 209-1219 (502) 223-4387 FAX moverstreet@stites.com

RECEIVED

AUG 2 0 2015

PUBLIC SERVICE COMMISSION

HAND DELIVERED

Jeff R. Derouen Executive Director Public Service Commission 211 Sower Boulevard P.O. Box 615 Frankfort, KY 40602-0615

Brent Kirtley
Tariff Branch Manager
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: Windstream Communications, Inc.

IU.

Gentlemen:

Windstream Communications, Inc. currently does not provide basic local exchange service in the Commonwealth. Please accept the original and four copies of this letter as notice that Windstream Communications, Inc. hereby withdraws the following tariffs: Local Exchange Services tariff and Interexchange (Kentucky Public Service Commission Tariff No. 3).

Windstream Communications, Inc. does not have an access tariff on file.

Please do not hesitate to contact me if you have any questions.

Mark R. Overstreet

very truly yours

TARIFF BRANCH

8/20/2015

PUBLIC SERVICE COMMISSION OF KENTUCKY

MRO

Tariff of

Windstream Communications, Inc. Kentucky

This Tariff, filed with the Kentucky Public Service Commission, contains the rates, terms and conditions applicable to the provision of local exchange services provided by Windstream Communications, Inc.

within the Commonwealth of Kentucky.



8/15/2006

TABLE OF CONTENTS Original Page 1

Issued: August 15, 2006

Effective: August 16, 2006

TABLE OF CONTENTS

<u>Section</u>	
1	Utility Information
2	Tariff Format
3	Definitions
4	Application of Tariff
5	Obligation and Liability of Company
6	Use of Service and Facilities
7	Establishment and Furnishing of Service
8	Telephone Directories
9	Local Exchange Service
10	Promotional Offerings
11	Special Arrangements
12	Abbreviated Dialing
13	Access Services



8/15/2006

WINDSTREAM COMMUNICATIONS, INC.

Kentucky

Issued: August 15, 2006

SECTION 1 Original Page 1

Effective: August 16, 2006

UTILITY INFORMATION

Utility Official:

Mike Gately

Staff Manager - Tariffs

Telephone Number:

501-748-5284

Mailing Address:

Windstream Communications, Inc.

4001 Rodney Parham Road

Little Rock, ÁR 72212

TARIFF BRANCH
RECEIVED

8/15/2006

TARIFF FORMAT

2. TARIFF FORMAT

2.1 TARIFF SYMBOLS

2.1.1. The following symbols appear in the right margin opposite any revision to the previously approved Tariff.

Symbol	Explanation
(D)	Deleted Text or Rate
(C)	Change in Text, Rate or Practice
(N)	New Rate or Regulation
(M)	Move Text

2.2. PAGE NUMBERING

2.2.1. Page numbers appear in the upper right corner of the sheet. After the Table of Contents, the Tariff is divided into section, each page in each section is numbered sequentially beginning with 1. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 5 and 6 would be 5.1.

2.3. PAGE REVISIONS

2.3.1. Page revisions appear in the upper right corner of the page and are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 3rd Revised Page No. 16 Canceling 2nd Revised Page No. 16.

2.4. PARAGRAPH NUMBERING SEQUENCE

2.4.1. There are seven levels of paragraph numbering.

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.(1) 2.1.1.A.(1)a. 2.1.1.A.(1)a.(i)



8/15/2006

DEFINITIONS

3. DEFINITIONS

Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Access Line

The company provided facility which provides access to the switched network.

ACI or Company

Windstream Communications, Inc., the issuer of this tariff.

Aggregator

Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services. An aggregator is also both an Authorized User and a Customer.

Authorization Code

A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service user so that the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User

A person or entity which accesses the Company's services.

Billed Party

The person or entity responsible for payment for use of the Company's services. For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call. In the case of a credit card call, the person or entity responsible for payment is the person to whom the card is issued and the holder of the credit card used. In the case of third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the call. In the case of all Operator Assisted Calls not involving credit cards, third party calls or Room Charge Calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate the call.

Central Office (CO)

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

A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.



DEFINITIONS

3. DEFINITIONS (continued)

Circuit (Channel)

One communication path between two or more points suitable for transmitting communication information.

Common Carrier

A company or entity providing telecommunications services to the public.

Commission

The Kentucky Public Service Commission.

Connecting Company

A corporation, association, firm or individual owning and operating one or more central offices and with whom traffic is interchanged.

Contract

The term "Contract" refers to the service agreement between a Customer and the Company and the applicable provisions of the Tariff under which service and facilities are furnished.

Credit Card Call

A Direct Dialed or Operator Assisted Call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or MasterCard, or to a LEC or interexchange carrier calling card.

Customer

The person, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, that is responsible for payment of charges and for compliance with this Tariff.

DID Trunk

A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the attendant.

Direct Dialed Call

A telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

RECEIVED

8/15/2006

PUBLIC SERVICE

COMMISSION OF KENTUCKY

DEFINITIONS

3. DEFINITIONS (continued)

Direct Inward Dialing (DID)

Allows an incoming call from the exchange network to reach a specific station line without attendant assistance.

Directory

An alphabetically arranged list of the names, telephone numbers, and addresses of Customers of the local exchange.

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 environments. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Exchange Service

See Local Exchange Service as defined in Section 4 of this Tariff.

Extended Area Service (EAS)

Exchange service between different exchange areas whereby the Customers of one exchange may call and be called by the Customers of the other exchange or exchanges without specific message toll charges, but at a fixed monthly rate.

A local exchange service that is provided between two or more exchange areas.

Facilities

All of the Company equipment or materials necessary to provide or furnish in connection with telecommunication service.

FCC

Federal Communications Commission

Flat Rate Service

Service furnished at a fixed monthly charge, including extended area service where applicable.

Installation

The initial establishment of service.

Termination of service at one location and reestablishing service at a different location, generally where no lapse of service has occurred.

IntraLATA

Within the same LATA



SECTION 3 Original Page 3

Issued: August 15, 2006

SECTION 3 Original Page 4

Effective: August 16, 2006

DEFINITIONS

3. DEFINITIONS (continued)

<u>LATA</u>

Local Access and Transport Area.

Intrastate

Within the Commonwealth of Kentucky.

InterLATA

From one LATA to another LATA.

Local Exchange Carrier (LEC)

A telephone company which provides local telephone service to Customers within a defined exchange.

Local Exchange Service

All telecommunications service between Customers who are located within the Local Service Area.

Local Service Area

The area within which are located the Customer locations to which calls may be made under a specified schedule of exchange rates without the payment of toll charges.

Long Distance Message Telecommunications Service (LDMTS)

The furnishing of direct dialed and operator assisted switched services to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels.

Non-Recurring Charge

A one-time charge which represents services requested by the Customer.

Operator Assisted Call

A telephone connection completed through the use of the Company's Operator Services.

Operator Station Calls

An Operator Assisted Call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached.

Other Common Carrier

A common carrier, other than the Company, providing domestic or international communications service to the public.



8/15/2006

DEFINITIONS

DEFINITIONS (Continued)

Personal Identification Numbers (PINS)

Code numbers used in connection with designated telephone numbers which allow access and allow calls to be categorized for various applications.

Person-to-Person Calls

An Operator Assisted Call which is placed under the stipulation that the caller will speak only to a specific called party or to a specified extension or office. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as Operator Station Calls.

Points of Presence

The sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company's network.

Premises

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

Presubscribed Provider of Operator Services

The intrastate provider of operator services to which the consumer is connected when the consumer places a call using a provider of operator services without dialing an access code.

Room Charge Call

A call placed with the assistance of an operator, for which charges are collected by an Aggregator (normally a hotel, motel or hospital) from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator.

<u>Services</u>

Telecommunications services provided to a Customer or Authorized User by the Company.

<u>Telecommunications</u>

The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering or any other form of intelligence.

Telephone Number

A designation assigned to a Customer's station for convenience in operating. Telephone numbers may include the name of a central office, which is termed the "Central Office Designation."

Telephone Service

Services including voice, data, and all other types of telecommunications services involving the transmission of intelligence by electrical means which are offered under the Company's Tariffs.

TARIFF BRANCH
RECEIVED
8/15/2006

SECTION 3 Original Page 5

SECTION 3 Original Page 6

Issued: August 15, 2006 Effective: August 16, 2006

DEFINITIONS

3. DEFINITIONS (Continued)

Third-Party Call

An Operator Assisted Call for which charges are billed not to the originating number, but to another telephone number which is neither the originating nor the terminating telephone number.

Toli Message

A completed call between two local service areas, which incurs a charge, or toll.



8/15/2006

Issued: August 15, 2006

SECTION 4 Original Page 1

Effective: August 16, 2006

APPLICATION OF TARIFF

4. Application of Tariff

- 4.1. The following sections of this Tariff apply to the local exchange services and facilities furnished by the Company.
- 4.2. Local Exchange Service provided by the Company may be subject to the rules and regulations of the Commission and the laws of the Commonwealth of Kentucky to the extent applicable and legally binding upon the Company.
- 4.3. Local Exchange Service provides unlimited free calling within the local calling area of each exchange.

4.4 LOCAL EXCHANGES

4.4.1 The Company's service area includes all of the exchanges within the Commonwealth of Kentucky.

TARIFF BRANCH
RECEIVED

8/15/2006

SECTION 5 Original Page 1

Issued: August 15, 2006 Effective: August 16, 2006

OBLIGATION AND LIABILITY OF COMPANY

5. OBLIGATION AND LIABILITY OF COMPANY

5.1. AVAILABILITY OF FACILITIES

5.1.1. The Company's willingness to furnish local exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, buried and underground facilities, circuits and equipment.

5.2. DIRECTORY AND ADVERTISING ERRORS AND OMISSIONS

- 5.2.1. The Company may at its discretion, include its Customer's listings in the directory of other local telephone companies.
- 5.2.2. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from any directories nor for the result of the publications of such errors in a directory nor will the Company be a party to controversies arising between Customers or others as a result of listings published in any directories.
- 5.2.3. In the cases of extra listings in the alphabetical section (white pages) of any directory for which a charge is made, the Company's liability shall be limited to the cancellation of the charges and refunding of any charges already paid at the request of the Customer, in question.
- 5.2.4. The Company assumes no liability whatsoever for damages arising from errors or omissions in the making up or printing of directory advertising sections (yellow pages).

5.3. TRANSMITTING MESSAGES

5.3.1. The Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the Customer, repeats messages, no liability shall attach to the Company because of any errors made by the operator or misunderstandings that may arise between Customers because of the error.

5.4. USE OF CONNECTING COMPANY LINES

5.4.1. When suitable arrangements can be made, lines of other companies may be used in establishing wired connections to points not reached by this Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the connecting company.

RECEIVED

8/15/2006

SECTION 5 Original Page 2

Issued: August 15, 2006 Effective: August 16, 2006

OBLIGATION AND LIABILITY OF COMPANY

5. OBLIGATION AND LIABILITY OF COMPANY (Continued)

5.5. DEFACEMENT OF PREMISES

5.5.1. The Company shall exercise due care in connection with all work done on the Customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises or person resulting from the existence of the Company's instruments, apparatus and wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Company.

5.6. PROVISION OF LOCAL EXCHANGE SERVICE

5.6.1. Local Exchange Service will be terminated at the Customer's premises, or where the Customer-provided equipment involves "common equipment" at an alternate premises in the same building, if requested by the Customer and agreed to by the Company.

5.7 LIABILITY OF THE COMPANY

- 5.7.1 Except as stated in this Paragraph 5.7, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 5.7.2 The liability of the Company, 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, or failures or defects in facilities furnished by the Company) 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, omissions, interruptions, delays or errors or defects in transmission 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 or omission 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 the Company.
- 5.7.3 The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Paragraph 5.7.2 above.



8/15/2006

OBLIGATION AND LIABILITY OF COMPANY

- 5. OBLIGATION AND LIABILITY OF COMPANY (Continued)
 - 5.7 LIABILITY OF THE COMPANY (Continued)
 - 5.7.4 The Company 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, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.
 - 5.7.5 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities
 - 5.7.6 The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
 - 5.7.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

TARIFF BRANCH
RECEIVED

8/15/2006

Issued: August 15, 2006

Effective: August 16, 2006

USE OF SERVICES AND FACILITIES

6. USE OF SERVICE AND FACILITIES

- 6.1. REFUSAL OF SERVICE
 - 6.1.1. The Company reserves the right to refuse service to any person requesting service.
- 6.2. CONNECTION OF CERTAIN FACILITIES OF CUSTOMERS
 - 6.2.1. General Regulations
 - A. Customers are not permitted to enter or make connections inside the Company protector. The network interface device, when installed, provides a compartment for Customer connections.
 - B. Certain Customer-provided terminal equipment may be used and Customer provided telecommunications systems may be connected with the facilities furnished by the Company for telecommunications services under certain circumstances as provided in this schedule of this Tariff.
 - C. Where telecommunications service is available under this Tariff for use in connection with Customer-provided terminal equipment, protective circuitry, Customer premise wiring and jacks, or telecommunications systems, the operating characteristics of such equipment or system shall be such as not to interfere with any of the services offered by the Company.
 - D. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, protective circuitry, Customer premise wiring and jacks, or telecommunications systems.
 - E. The Company will not be responsible to the Customer, or otherwise, if changes in the company's telecommunications facilities, equipment, operations or procedures, render the Customer-provided terminal equipment, Customer premise wiring and jacks, or protective circuitry obsolete, or require modification or alteration of such equipment.
 - F. Where any Customer-provided equipment, wiring, jacks, protective circuitry or system is used with telecommunications service in violation of any of the provisions in this Tariff or other governing Tariffs, the Company will take such immediate action as necessary for the protection of its services, and will promptly notify the Customer of the violation. The Customer shall discontinue such use of the equipment or system, or correct the violation, and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above, shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.

RECEIVED

8/15/2006

USE OF SERVICES AND FACILITIES

- USE OF SERVICE AND FACILITIES (Continued)
 - 6.2. CONNECTION OF CERTAIN FACILITIES OF CUSTOMERS (Continued)
 - 6.2.1. General Regulations (Continued)
 - G. The Customer must provide all the electrical power necessary for the operation of Customer-provided telecommunications systems, equipment, and associated lines to the point of interconnection.
 - H. Terminal equipment and protective circuitry as specified above may be directly connected to the Company's exchange facilities in accordance with the terms and conditions of this Tariff.
 - Terminal equipment or protective circuitry not registered with the F.C.C. or of a type specified above may only be connected to the network through the use of a Company provided network control signaling unit and/or connecting arrangement.
 - J. The Company will not be liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided terminal equipment or protective circuitry. The Company will not be liable for damages arising out of injuries to persons or property from the electrical, mechanical, or other failure of any nature, including fires, explosions, or electrical hazards of Customer-provided equipment regardless of cause.
 - K. In the event Customer-provided terminal equipment causes harm, the Company will, when practicable, notify the Customer that suspension of service may be required. However, where prior notice is not practicable, the Company will (1) promptly notify the Customer of such temporary suspension and (2) afford the Customer the opportunity to correct the situation which gave rise to the temporary discontinuance.

6.3. CUSTOMER PREMISE EQUIPMENT

6.3.1. Customer premise equipment is defined for this Tariff as all equipment located on the Customer premise except over-voltage protection equipment and multiplexing equipment to deliver multiple channels to the Customer.

6.4. USE OF SERVICE

- 6.4.1. The Customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage or that of any user. The Company will render billing to the Customer of record, and that Customer shall be responsible for all charges. The Company will not prorate nor divide billing between the Customer and any other party.
- 6.4.2. No subscriber may use any service listed in any part of this Tariff, including but not limited to such call management features as the various call forwarding features, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message, or toll charges, whether flat rated or used based that would otherwise be applicable.

RECEIVED

8/15/2006

USE OF SERVICES AND FACILITIES

6. USE OF SERVICE AND FACILITIES (Continued)

6.5. DISCONTINUANCE OF SERVICE

Telephone service is subject to disconnection or suspension for any of the reasons listed below.

- Nonpayment of an Undisputed Delinquent Account. Service will not be suspended or discontinued for nonpayment of a delinquent charge until Windstream Communications, Inc. has notified you in writing at least five days in advance of the suspension or discontinuance.
- 2. Unauthorized use of telephone utility equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 4. Misrepresentation of identity in obtaining telephone utility service.
- 5. Failure to post a required deposit or guarantee.
- Failure to comply with terms of a settlement agreement.
- Failure to obtain the Telephone Company's permission to connect terminal equipment or protective circuitry to the Telephone Company's facilities.
- Use of any service listed in this tariff for the purpose of allowing the subscriber or any other telephone user to avoid usage, message, or toll charges that would otherwise be applicable.
- 9. The Company will discontinue service upon receipt of an order from any court directing the Company to discontinue such service. The Company shall give notice to the Customer at the time of the discontinuance of service of its reasons for doing so, said notice to be accompanied by a copy of the order from the court.
- 10. As provided by State or Federal law.

6.6. ASSIGNMENT

6.6.1 Customer shall not assign or transfer the use of the Company's Services except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.



PUBLIC SERVICE COMMISSION OF KENTUCKY

8/15/2006

SECTION 7
First Revised Page 1
Cancels Original Page 1

Issued: September 24, 2009 Effective: September 25, 2009

ESTABLISHMENT AND FURNISHING OF SERVICE

7. ESTABLISHMENT AND FURNISHING OF SERVICE

7.1. APPLICATION FOR SERVICE

7.1.1. Applications for service become contracts when accepted by the Company, or upon the establishment of service. The terms and conditions specified in such contracts are subject to these Tariffs, for the particular exchange from which service is to be furnished. Any change in the provisions of this Tariff shall act as a modification of the contract to that extent, upon filing without further notice.

7.1.2 American Recovery and Reinvestment Act

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. The Company may be subject to some of these restrictions, requirements and reporting obligations when services and service components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), the Company must be apprised of them before provisioning the services or service components. Accordingly, the services and service components provided under this tariff shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide the Company with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which the Company specifically agrees in such separate writing) are found to be applicable, then the Company may, in its sole discretion, reject such order or immediately terminate the provision of any affected service or service component without further liability or obligation.

7.2. TELEPHONE NUMBERS

- 7.2.1. A non-recurring charge may apply on all telephone number changes made at the Customer's request.
- 7.2.2. If available, telephone numbers may be reserved for future use as requested by the Customer. The Company reserves the right to change or use the reserved telephone number or Central Office designation, or both, whenever it is deemed advisable in the conduct of its business to do so. The Company may charge the Customer to reserve numbers.
- 7.2.3. Should it become necessary to change telephone numbers, reserved telephone numbers and/or Central Office designation, the Customer will be given notice of the change or cancellation.

7.3. PAYMENT FOR SERVICE

7.3.1. The Customer is required to pay all charges for exchange services and facilities, and for toll messages in accordance with provisions contained elsewhere in these schedules. The Customer is held responsible for all charges for telephone service rendered at his telephone, both exchange and toll, including but not limited to, collect and third number toll messages.

7.3.2. Bills

A. Regular monthly bills are due within 15 days after the mailing date of the bill. Customers are normally provided one copy of the regular monthly bill. Additional copies may be provided at a charge of \$2.50 per copy.

B. Bill Remittance

Each bill will include a Bill Remittance Page. This page should always be returned when making payments in order to ensure that proper credits are given. This will be the first page of ARY-GIVEN ANCH bill.

1. The total amount due for the current month will be shown on this page. A deliberation of all applicable charges will be displayed on subsequent pages.

2. The "Amount Enclosed" line should be completed if paying any amount that is different than the total amount due.

PUBLIC SERVICE COMMISSION OF KENTUCKY

(N)

(N)

SECTION 7 Original Page 2

Effective: August 16, 2006

ESTABLISHMENT AND FURNISHING OF SERVICE

7. ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

7.3. PAYMENT FOR SERVICE (Continued)

7.3.2.

C. Bill Summary

Each bill will include a Bill Summary Section, summarizing and totaling all applicable sections.

- 1. The total amount due for the current month is shown here.
- A record of past transactions is shown here. Any past due balance will be printed in this area.
- Each section will have a title. Each section title may have more than one page.
- The current Windstream local service, non-recurring charges are shown on this page. For a detail of these charges, refer to the specific Windstream detail sections.
- 5. The charges for other carriers including local service, non-recurring charges and toll charges are shown in this section. For a detail of these charges, refer to the detail section for the appropriate carrier(s).
- 6. The federal, state and other taxes are shown on this page.
- The amount of Windstream local service charges, other carriers charges, non-recurring charges, and toll charges for either regulated or non-regulated services are shown on this page.

D. Windstream Summary of Regulated Charges

This section summarizes and totals all applicable charges specifically billed by Windstream. All customers will receive this section, and specific charges will be detailed in following sections as needed.

- Applicable regulated local service and/or non-recurring charges or credits will be printed in this section.
- Your local service billing period and the amount of monthly recurring charges for regulated local service are shown in this section of the bill.
- 3. The charges for the Federal Communications Commission mandated subscriber line charges will be shown on this page.
- 4. The total Windstream toll charges is shown in this section.
- 5. The total Windstream regulated charges are shown on this page.

RECEIVED

8/15/2006

7.

Kentucky Issued: August 15, 2006

Effective: August 16, 2006

SECTION 7

Original Page 3

ESTABLISHMENT AND FURNISHING OF SERVICE

ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

7.3. PAYMENT FOR SERVICE (Continued)

7.3.2. Bills

E. Windstream Detail of Regulated Other Charges and Credits

This section displays and itemizes charges for the following services: Deposit Interest, Installment Billing Details, Advance Payment Amounts, Service Connection Charges, Partial Monthly Charges or credits for charges to regulated Local Service, and other miscellaneous transactions.

F. Windstream Detail of Regulated Service and Subscriber Line Charges

This section details for all customer the quantity of access lines, tariffed custom calling features, Windstream optional calling plan charges, and subscriber line charges. The amount of billing for each will be shown.

G. Windstream Detail of Regulated Toll Charges

This section is printed only for customers who have made toll calls that are handled by Windstream. A brief description of each service with the total billing will be shown.

H. Long Distance Carriers Summary of Charges

This section will be printed for customers who have placed calls that were handled by this long distance company. Windstream is a billing agent for these calls.

- The total toll charges will be shown in this section. A detailed listing of customer telephone calls will be printed on a following section, identified by the specific carrier.
- The total of all charges associated with each long distance carrier will be shown on this page. The total of all carrier(s), as applicable, will be carried forward to the BILL SUMMARY page shown above. This amount will then be reflected as "other carriers".
- 1. Long Distance Carriers'* Detail of Other Charges and Credits

This section lists partial monthly charges or credits and service connection charges for this company only.

J. Long Distance Carriers Detail of Toll Charges

This section will list all toll calls that are handled by long distance carriers. Two lines are used to record each call. Codes used here are explained on the back of each bill page.

RECEIVED

8/15/2006

ESTABLISHMENT AND FURNISHING OF SERVICE

7. ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

7.3. PAYMENT FOR SERVICE (Continued)

7.3.2. Bills

K. Windstream Detail of Non-Regulated Charges

This section lists the non-regulated services billed by Windstream. The details include other charges and credits associated with non-regulated services as well as the itemization of all non-regulated services.

This section includes the statement - "NONPAYMENT OF ITEMS ON THIS PAGE WILL NOT RESULT IN DISCONNECTION OF YOUR LOCAL SERVICES".

L. Long Distance Carriers Detail of Non-Regulated Toll Charges

This section includes detailed non-regulated toll messages, i.e. non-tariffed 900 messages, etc.

This section includes the statement - "NONPAYMENT OF ITEMS ON THIS PAGE WILL NOT RESULT IN DISCONNECTION OF YOUR LOCAL SERVICE".

7.3.3. Rendering of Bills

 Flat Rate Service - Bills for Flat Rate Exchange Service will be rendered monthly in advance.

7.3.4. Collections

- A. The bill becomes delinquent after the fifteenth (15) day following the billing date. The Customer may pay a delinquent account at any time prior to the actual suspension of service provided that payment is received at the Company's office within four (4) hours of the time of the actual suspension of service shall not affect the right to discontinue service for nonpayment of the account.
- B. A 1.5% late payment charge will be applied to the balance of the bill that is not paid by the 25th day after the billing date. The late payment charge will appear on the next month's bill.
- C. The Company will charge a \$20.00 late charge for any returned payment.
- D. The Company will charge \$25.00 to reconnect each line that has been disconnected for non-payment.

RECEIVED

8/15/2006

ESTABLISHMENT AND FURNISHING OF SERVICE

ESTABLISHMENT AND FURNISHING OF SERVICE (continued)

7.4. DISCONTINUATION OF SERVICE

7.4.1. A Customer shall be responsible for all service rendered up to and including any prospective date specified by the Customer for the discontinuance of service.

7.5 MAINTENANCE AND REPAIRS

7.5.1. Maintenance of Company Owned Facilities

A. All ordinary expense of maintenance and repair of Company owned facilities, unless otherwise specified in the Company's Tariff, is borne by the Company. The Customer agrees to take good care of the facilities and all accessories connected therewith. In case of loss of, damage to, or destruction of any of the Company's facilities, or accessories, not due to ordinary wear and tear, the Customer is responsible for the cost of restoring the facilities to original condition.

7.5.2. Maintenance of Customer Owned Equipment

A. When the Company makes a repair visit and determines that the trouble is caused by facilities for which the Customer is responsible, the Company will inform the Customer that the trouble is in facilities for which the Customer is responsible. The Company will not provide repairs to facilities for which the Customer is responsible under this Tariff.

7.6. TERMINATION OF SERVICE

- 7.6.1. Service may be terminated prior to the expiration of a contract period upon notice being given to the Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.
 - A. In the case of service for which the contract period is one month or less, charges for one full month shall apply.

7.7. DEPOSIT NOT TO AFFECT REGULAR COLLECTION PRACTICES

7.7.1 ESTABLISHMENT AND MAINTENANCE OF CREDIT

A. Establishment of Credit

The Telephone Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company.

In order to insure the payment of all charges due for its service, the Telephone Company may require any subscriber to establish and maintain his credit in one of the following ways:

By furnishing references acceptable to the Telephone Company.

By means of a cash deposit.

Letter of credit/guarantee from a telephone company subscriber who has established acceptable credit with the telephone company.

TARIFF BRANCH
RECEIVED

8/15/2006

ESTABLISHMENT AND FURNISHING OF SERVICE

7.7. DEPOSIT NOT TO AFFECT REGULAR COLLECTION PRACTICES (Cont'd)

7.7.1 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

B. Deposits

The Telephone Company may require a minimum cash deposit or other guarantee to secure payment of bills. The amount of deposit normally required shall not exceed two-twelfths (2/12) of the subscribers actual or estimated annual bill. Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, beginning on the date of deposit, will be paid annually either by refund or credit to the customer's bill, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit.

The deposit may be waived upon a subscriber's showing of satisfactory credit or payment history, and required deposits will be returned after one (1) year if the subscriber has established a satisfactory payment record for that period. If a deposit has been waived or returned and the subscriber fails to maintain a satisfactory payment record, a deposit may then be required. The Telephone Company may require a deposit in addition to the initial deposit if the subscriber's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principle amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the subscriber.

In determining whether a deposit will be required or waived, the following criteria will be considered:

- Previous payment history with the Telephone Company. If the subscriber has no previous history with the Telephone Company, statements from other utilities, banks, etc. may be presented by the subscriber as evidence of good credit.
- Whether the subscriber has an established income or line of credit.
- Length of time the subscriber has resided or been located in the area.
- Whether the subscriber owns property in the area.
- Whether the subscriber has filed bankruptcy proceedings within the last seven years.
- Whether another subscriber with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit.

If a deposit is held longer than 18 months, the deposit will be recalculated at the subscriber's request based on the subscriber's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential subscriber or 10 percent for a non-residential subscriber, the Telephone Company may collect any underpayment and shall refund any overpayment by check or credit to the subscriber's bill. No refund will be made if the subscriber's bill is delinquent at the time of the recalculation.

C. Deposit not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Telephone Company providing for the discontinuance of service for non-payment of any sums due the Telephone Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

RECEIVED

SECTION 7 Original Page 6

8/15/2006

Kentucky Original Page 7 Issued: September 25, 2006 Effective: September 26, 2006

ESTABLISHMENT AND FURNISHING OF SERVICE

7.8. Kentucky Lifeline Support Charge

7.8.1 Lifeline is supported by both the federal and state universal service support mechanisms. The state universal service support mechanism will be funded by the following charge on all customers' bills except Lifeline customers. This amount charged to customers is prescribed by the Kentucky Public Service Commission.

Monthly Rate Per Line

Effective July 1, 2004

\$.08 (N)

SECTION 7

(N)

TARIFF BRANCH
RECEIVED

9/25/2006

SECTION 8 Original Page 1

Issued: August 15, 2006 Effective: August 16, 2006

TELEPHONE DIRECTORIES

- 8. TELEPHONE DIRECTORIES
 - 8.1. DISTRIBUTION
 - 8.1.1. At the discretion of the Company, directories of other telephone companies may be furnished, when available, to the Company's Customers at a cost based on the charges so specified by the company supplying the directory.

TARIFF BRANCH
RECEIVED

8/15/2006

LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE

9.1. LOCAL EXCHANGE RATE SCHEDULE

9.1.1. Application

- A. The monthly rates are for a period of one month, payable monthly in advance, and entitle the Customer to exchange telephone service within the local calling area as specified in Section 4.4 of this Tariff.
- B. Rates for local exchange service include the provision of initial diagnostics required to determine whether a service problem is caused by facilities for which the Company is responsible or facilities for which the Customer is responsible. Local exchange service however does not include the provision of actual repairs to facilities for which the Customer is responsible, nor does it provide specific diagnostics regarding the facilities for which the Customer is responsible.
- C. The Local Exchange Rates listed in Section 9.2, 9.3 and 9.4 of this Tariff are the monthly rates, unless expressly stated otherwise. Discounts for volumes and longer periods of contract are available upon request.

9.2 LOCAL EXCHANGE RATES - BUSINESS

	Monthly Rates
ACCESS LINES	
Standard Business Line	\$ 32.90
Key System Line	36.00
PBX Trunk	36.00
DID Trunk	36.00
DID #s - Per 100 Block	25.00
ISDN	
BRI	85.60
PRI - Access	1,179.40
PRI - Per Channel	23.60
PRI - Back-Up Channel	231.25
PRI - Access - In-bound Only	416.25
PRI - Per Channel - In-bound Only	9.25
Centrex 1000	26.45

TARIFF BRANCH
RECEIVED

8/15/2006

SECTION 9 Original Page 2

Issued: August 15, 2006 Effective: August 16, 2006

LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.2 LOCAL EXCHANGE RATES - BUSINESS (continued)

ECOME EXCHANGE NATED - BOOMEDO (CONTINUED)	
ACCESS LINES (continued)	Monthly Rates
Centrex 2000	\$ 29.40
Centrex 3000 (Note: must add ADC per agent fee)	Ψ 20.40 31.30
Centrex 4000 (Note: must add ADC per agent fee)	34.30
Centrex ACD Capability - per Agent Fee	39.70
Centrex ACD Management Feature - per Agent Fee	28.60
Digital Channel Service - Access	165.00
Digital Channel Service - Per Channel	23.60
VERTICAL SERVICES	
Caller ID - Number	9.05
Caller ID - Name	9.05
Call Waiting	4.40
Call Forwarding	4.40
Remote Access to Call Forwarding	9.35
Three-Way Calling	4.40
Auto Redial	4.95
Call Return	5.20
Priority Call	3.50
Selective Call Forwarding	4.95
Call Blocker	4.95
Speed Calling 30	5.50

9.3 LOCAL EXCHANGE RATES - RESIDENCE

	<u>Monthly Rates</u>
ACCESS LINES	
Standard Line	13.69
Digital ISDN Line	83.00
Second Line - Office/Teen	12.69
Second Line - Online	13.69

RECEIVED

8/15/2006

SECTION 9 Original Page 3

Issued: August 15, 2006 Effective: August 16, 2006

LOCAL EXCHANGE SERVICE

9. LOCAL EXCHANGE SERVICE (continued)

9.3 LOCAL EXCHANGE RATES - RESIDENCE (continued)

VERTICAL SERVICES	Monthly Rates
Caller ID - Number	\$ 7.00
Caller ID - Name	7.00
Caller ID - Deluxe (Name & Number)	7.50
Call Waiting	3,65
Call Forwarding	3.60
Call Return	4.40
Call Selector	4.20
Preferred Call Forwarding	4.20
Remote Access to Call Forward	6.00
Repeat Dialing	4.20
Selective Call Acceptance	4.20
Selective Call Rejection	4.00
Speed Calling 30	4.10
Three-Way Calling	3.60

9.4 LOCAL OPERATOR SERVICES

LOCAL OPERATOR REPUMPER	Per Use Rates
LOCAL OPERATOR SERVICES	••
Directory Assistance	.60
(per call, maximum of two numbers per call)	
Operator Verify (each call)	.95
Operator Interrupt (each call)	1.40



8/15/2006

SECTION 10 Original Page 1

Issued: August 15, 2006 Effective: August 16, 2006

PROMOTIONAL OFFERINGS

10. Promotional Offerings

10.1 Special Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted services. No individual promotional offering will exceed six months in duration, and all promotional offerings will be extended on a nondiscriminatory basis to any customer similarly classified who requests the specific offer

TARIFF BRANCH
RECEIVED

8/15/2006

SECTION 11 Original Page 1

Issued: August 15, 2006 Effective: August 16, 2006

SPECIAL ARRANGEMENTS

11. Special Arrangements

11.1 Individual case Basis (ICB) Arrangements

Arrangements may be developed by the Company and, at the Company's discretion, offered to customers on a case-by-case basis taking into account special customer considerations including, but not limited to volume or term commitments or in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates and terms will be offered to the Customer in writing.



8/15/2006

SECTION 12 Original Contents Page

Issued: August 15, 2006

Effective: August 16, 2006

ABBREVIATED DIALING

CONTENTS

		PAGE NO.
12.1	General	1
12.2	Service Requirements and Conditions	2
12.3	Application of Rates	4
12.4	Charges Applicable to N11 Subscribers	5
12.5	Telecommunications Relay Service	6



8/15/2006

SECTION 12 Original Sheet 1

12, ABBREVIATED DIALING

ABBREVIATED DIALING SERVICE 12.

12.1. General

Issued: August 15, 2006

Abbreviated Dialing Service is a three-digit (N11, where N can be 2, 3, 5, 6, 7 or 8) local Α dialing arrangement available in Windstream Oklahoma, Inc. ("Company") areas for delivery of non-emergency information via voice grade facilities, pursuant to FCC Docket No. 92-105.

Effective: August 16, 2006

- Abbreviated Dialing Service is available from Company in Company territory only. B. Governmental and other legally authorized entities ("Subscribers") wishing to provide access to Abbreviated Dialing Service to end users in another company's territory or to a Competitive Local Exchange Carrier's ("CLEC") end users within Company's Local Calling Area must make appropriate arrangements with the other company or CLEC serving that area.
- Company shall have no responsibility with respect to the information, service, C. communications, announcements, advertising, promotion, performance, behavior, action, or inaction of the Subscriber providing access to Abbreviated Dialing Service or to end users calling via Abbreviated Dialing Service.
- For the Subscriber's purpose in providing access to Abbreviated Dialing Service. D. Company's Local Calling Area is the Basic Local Calling Area as defined in this Tariff, as facilities permit. Additionally, pre-recorded announcements provided by Subscribers will be allowed as Company facilities permit and will be at Subscribers' expense.
- E. Abbreviated Dialing Service can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.)
- Limitations and use of service as stated in this Tariff apply to Abbreviated Dialing Service. ۳.
- Company may provide Directory Listings for Abbreviated Dialing Service at rates and G. pursuant to the regulations found in Section 32 of this Tariff.
- Access to Abbreviated Dialing Service is not available to the following types of service: H.

Payphone Service Provider Telephones (PSPs) Hotel/Motel/Hospital Service 0+, 0- (Credit Card, Third-Party Billing, Collect Calls) Inmate Service 101XXXX Wireless - Type 2A

- I. Subscribers will not receive calling number information through Abbreviated Dialing Service. To receive calling number information, the Subscriber must subscribe to one of Company's Caller ID services set forth in Section 30 of this Tariff.
- J. When a N11 number is disconnected, Company will route the calls to an intercept announcement for a maximum of 60 days, provided that the Subscriber is also a end user customer of Company. The announcement provided may refer the caller to another telephone number.

PUBLIC SERVICE COMMISSION OF KENTUCKY

8/15/2006

12, ABBREVIATED DIALING

12. ABBREVIATED DIALING SERVICE, Cont'd

12.2 Service Requirements and Conditions

- A. When Abbreviated Dialing Service is provisioned by Company, Company will bill the Subscriber the nonrecurring service charge. Company will not refund or waive the nonrecurring charge if the Subscriber cancels or withdraws its request for service after Company has programmed the central office per the Subscriber's request.
- B. Upon six-months written notice Company may terminate this Agreement and the services provided herein in accordance with the terms and conditions contained in CC Docket 92-105and any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. In the event of such termination, Company will at Subscriber's request, transfer the service arrangements to a 7- or 10-digit dialing arrangement within the six-month notice period. Subscribers will be required to migrate to any standard access arrangement subsequently agreed to by the industry and approved by the FCC, and Company will charge Subscribers the appropriate tariff rates for the establishment of new access arrangements.
- C. Only one 7- or 10-digit local number or one 10-digit toll-free number may be used as the lead number per Basic Local Calling Area. All central offices within a Basic Local Calling Area must be pointed to the same 7- or 10-digit local number or one 10-digit toll-free number. Appropriate rates from Sections 25 and 27 of this Tariff will apply.
- D. Abbreviated Dialing Service is provided where Company facilities permit.
- E. To ascertain whether Type 1 wireless customers will be able to Subscriber, Subscriber must contact separately the applicable wireless companies.
- F. To ascertain whether a Subscriber's callers who are end users of a CLEC will be able to reach Subscriber by dialing N11, Subscriber must contact separately the applicable CLEC(s).
- G. Company will provide Abbreviated Dialing Service under the following conditions:
 - For network sizing and protection, Subscriber will provide to Company an estimate of annual call volumes and the expected busy hour and holding time for each call to N11.
 - Subscriber will purchase or otherwise provide adequate telephone facilities initially and subsequently as may be required to handle adequately calls to Subscriber, in Company's judgment, without impairing Company's general telephone service or telephone plant.
 - Subscriber will obtain all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks and patents used in connection with Abbreviated Dialing Service.

RECEIVED

8/15/2006

12, ABBREVIATED DIALING

12. ABBREVIATED DIALING SERVICE

- 12.2 Service Requirements and Conditions (Continued)
 - G. Company will provide Abbreviated Dialing Service under the following conditions: (Continued)
 - 4. Company shall not under any circumstances be responsible or liable for incidental, consequential or special damages, notwithstanding the foreseeability or disclosure of said damages, including but not limited to damages associated with delay, loss of data, profits or goodwill.
 - Company provides no warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Company makes no warranty with respect to the performance of any telecommunications and non-telecommunications system, operating system or any application software.
 - Vacation Rate service as covered in Section 14 of this Tariff is not applicable for N11 Abbreviated Dialing Service.
 - Subscriber shall respond promptly to any and all complaints to any regulatory authority against any service provided via the N11 number. If requested by Company, Subscriber shall assist Company in responding to complaints made to Company concerning the Subscriber's N11 service.
 - 8. Company will notify Subscriber when Subscriber's service unreasonably interferes with or impairs other services provided by Company to other end users. If, after receipt of notice, Subscriber makes no modification in method of operation, or in the service arrangements that are deemed service-protective by Company, or if Subscriber is unwilling to accept the modifications, or if Subscriber continues to cause service impairment, Company reserves the right, at any time without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by Company, Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
 - H. In no event shall Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by Company, or its employees, or agents, in connection with Abbreviated Dialing Service. Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by Subscriber.

RECEIVED

PUBLIC SERVICE COMMISSION OF KENTUCKY

8/15/2006

G.

Issued: August 15, 2006

SECTION 12 Original Sheet 4 Kentucky

12, ABBREVIATED DIALING

ABBREVIATED DIALING SERVICE 12.

12.3. Application of Rates

- A. Basic local exchange service is required, in addition to N11 Service and in order for N11 Service to function properly. N11 Service is supplemental to and is not a replacement for local exchange service.
- N11 Subscriber shall pay a nonrecurring Central Office Charge for each Company host C. central office out of which N11 is established:
 - 1. Some Company local exchanges are served by more than one host central office. In order to establish N11 in such an exchange, a N11 Subscriber shall pay a Central Office Charge for each Company host central office in the N11 Subscriber's service area.

Effective: August 16, 2006

- Some host central offices serve more than one Company local exchange. If a 2. N11 Subscriber applies to establish N11 Service in multiple Company local exchanges served by the same host central office, then only one Central Office Charge shall apply. However, the N11 Subscriber shall pay the full Central Office Charge whether or not it requests N11 in all Company local exchanges served by the host central office.
- C. Where applicable, a N11 Subscriber shall pay a nonrecurring Exclusion Charge:
 - 1. When a N11 Subscriber does not make contemporaneous applications to establish N11 in every Company local exchange served by a host central office, the N11 Subscriber shall pay an Exclusion Charge for each Company local exchange served by the host central office where N11 Service is not established.
 - When a Company local exchange is once excluded, but the N11 Subscriber 2. subsequently applies to establish N11 Service in the Company local exchange, then an Exclusion Charge shall again apply.
- N11 Subscribers will pay the normal tariffed charges for the local exchange access D. arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the N11 Subscriber's designated premises.
- N11 Subscribers shall pay a nonrecurring Number Change Charge when they apply to E. change the telephone number to which the N11 abbreviated dialing code is translated. Company will apply the Number Change Charge on a per telephone number, per host central office basis.
- F. Applicable service order charges as specified in Section 27 of this Tariff will apply, in addition to the following rates.

8/15/2006

WINDSTREAM COMMUNICATIONS, INC.

Kentucky

SECTION 12 Original Sheet 5

Issued: August 15, 2006 Effective: August 16, 2006

12, ABBREVIATED DIALING

12. ABBREVIATED DIALING SERVICE

12.4 Charges Applicable to N11 Subscribers:

A. Establishment of N11 Service

Nonrecurring Charge Per Exchange

(1) Central Office Charge \$548.00

(2) Exclusion Charge \$157.00

(3) Number Change Charge \$137.00

*Note: No charges are applicable for 711 Service.



8/15/2006

SECTION 12 Original Sheet 6

Issued: August 15, 2006 Effective: August 16, 2006

12, ABBREVIATED DIALING

12. ABBREVIATED DIALING SERVICE

12.5 Telecommunications Relay Service

A. General

- Telecommunications Relay Service (TRS) is a statewide telecommunications relay system that enables hearing

 or speech-impaired persons using Telecommunications Devices for the Deaf (TDD) or similar devices to communicate freely with the hearing population not using TDDs and vice Versa.
- 2. Using a TDD, a hearing- or speech-impaired person can complete a call to a hearing person by dialing the three digit local dialing arrangement to access the relay center. A relay center attendant received the TDD call and then places a voice call to the hearing party. The attendant relays the typed TDD message by voice to the hearing party and then relays the hearing party's voice message into a typed format back to the hearing- or speech-impaired person's TDD. Or in the reverse, a hearing person could call the relay center to have their voice message relayed to a hearing- or speech-impaired person via the relay center attendant.
- 3. TRS provides service on a 24 hour per day, seven days per week basis.
- 4. The TRS and TAP Program surcharge shall be identified as a one-line item on customer's bills as follows: "Kentucky Telecommunications Relay Service Surcharge".

B. Regulations

- 1. Where the Company transmits messages through the Kentucky Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving, or delivering messages by telephone, TDD, or any other instrumentality over the facilities of the Company, connecting utilities or through the Kentucky Relay Center, in the absence of gross negligence or willful misconduct.
- In addition to the charges provided in this tariff and other intrastate toll tariffs in which this Company concurs, a surcharge shall be assessed on all access lines to which the Federal End User Access Line Charge applies and served by this Company. Federal End User Access lines include Multiparty Service, Semi-Public Service, Business Single Line and Residence Single Line Service, and each individual line or trunk for business and Residence Multiline and Centrex CO-like services. This surcharge applies regardless of whether or not the access line uses the Kentucky Relay Service.

C. Surcharge

1. Telecommunications Relay Service Surcharge:

a. Per Residence line, per month \$0.07

b. Per Business line, per month \$0.07

2. Telecommunications Access Program Surcharge:

a. Per Residence line, per month \$0.02

b. Per Business line, per month

RECEIVED
8/15/2006

WINDSTREAM COMMUNICATIONS, INC. Kentucky

SECTION 13 Original Contents Page

Issued: August 15, 2006 Effective: August 16, 2006

ACCESS SERVICES

CONTENTS

PAGE NO.

13.1 Access Tariff Concurrence

1



8/15/2006

WINDSTREAM COMMUNICATIONS, INC.

Kentucky

Issued: August 15, 2006 Effective: August 16, 2006

13. ACCESS SERVICES

13. Access Services

13.1 Access Tariff Concurrence

The Company concurs in the Windstream Kentucky East, Inc. - Lexington Access Services Tariff for Intrastate Access Services.



SECTION 13 Original Sheet 1

8/15/2006