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100039

January 20, 2010

RECEIVED-FPSC  
10 JAN 20 PM 3:36  
COMMISSION  
CLERK

## HAND DELIVERY

Ms. Ann Cole  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Petition of Windstream Florida, Inc. to Terminate Service  
Guarantee Plan

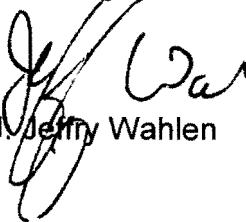
Dear Ms. Cole:

Enclosed please find an original and 15 copies of Windstream's Petition to  
Terminate Service Guarantee Plan.

Please acknowledge receipt and filing of the above by stamping the duplicate of  
this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

JJW/jh

Enclosure

cc: Charles J. Beck  
J. R. Kelly

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APA 1 \_\_\_\_\_  
ECR \_\_\_\_\_  
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DOCUMENT NUMBER-DATE  
00490 JAN 20 0  
FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Windstream Florida, Inc.  
To Terminate Service Guarantee Plan.

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DOCKET NO. 100039  
Date: January 20, 2010

**PETITION TO TERMINATE  
SERVICE GUARANTEE PLAN**

Pursuant to Rules 28-106.201 and 25-4.085, Florida Administrative Code, Windstream Florida, Inc. ("Windstream") petitions the Florida Public Service Commission ("FPSC" or "Commission") for an order terminating its Service Guarantee Plan and authorizing the company to proceed under applicable FPSC rules, and states:

1. Windstream is an Incumbent Local Exchange Company ("ILEC") lawfully doing business in the State of Florida whose regulated operations are subject to the jurisdiction of this Commission pursuant to Chapter 364, Florida Statutes.

2. The name of the Petitioner is Windstream and its principal place of business is 206 White Avenue S.E., Live Oak, FL 32060-0343.

3. All pleadings, notices and other documents filed in this proceeding should be served on Windstream's representatives as follows:

J. Jeffrey Wahlen  
Ausley & McMullen  
P. O. Box 391  
Tallahassee, FL 32301  
Phone: 850.425.5471  
Fax: 850: 222.7560  
Email: [jwahlen@ausley.com](mailto:jwahlen@ausley.com)

Bettye J. Willis  
4001 Rodney Parham Road  
Mailstop: 1170-B1F03-53A  
Little Rock, Arkansas 72212  
Phone: 501. 748.5692  
Fax: 501.748.7996  
Email: [bettye.j.willis@windstream.com](mailto:bettye.j.willis@windstream.com)

4. The agency affected by this Petition is the Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, FL 32399-0850.

DOCUMENT NUMBER-DATE

00490 JAN 20 0

FPSC-COMMISSION CLERK

## Discussion

5. FPSC Rule 25-4.085, F.A.C. addresses service guarantee programs, and states:

A company may petition the commission for approval of a Service Guarantee Program, which would relieve the company from the rule requirement of each service standard addressed in the approved Service Guarantee Program. When evaluating a Service Guarantee Program for approval, the Commission will consider the Program's benefits to the customers and whether the Program is in the public interest. The Commission shall have the right to enforce the provisions of the Service Guarantee Program.

6. The Commission approved a Service Guarantee Plan for Windstream in conjunction with a change of control by Order No. PSC-06-045-PAA-TP, issued May 19, 2006, in Docket No. 050938-TP. The terms of the Windstream service guarantee plan were listed on Attachment B of Order No. 06-0425 and are attached hereto as Exhibit A.

7. Windstream has operated under its Service Guarantee Plan and the Commission's rules for more than three years.

8. The Florida Legislature amended portions of Chapter 364, Florida Statutes, during the 2009 session and the FPSC amended certain rules governing telecommunications companies like Windstream in October 2009. Windstream believes that its SGP and the FPSC's rules are duplicative and that operating under the FPSC's rules will adequately protect Windstream's customers.

WHEREFORE, Windstream Florida, Inc. respectfully requests that the FPSC enter an order terminating its Service Guarantee Plan so that Windstream can proceed under applicable FPSC rules alone.

DATED this 20<sup>th</sup> day of January, 2010.



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J. Jeffrey Wahlen  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, FL 32302  
Phone: 850.425.5471  
Fax: 850.222.7560  
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ATTORNEYS FOR  
WINDSTREAM FLORIDA, INC.

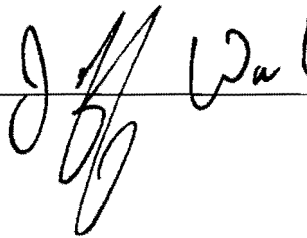
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S.

Mail (or Hand Delivery\*) this 20<sup>th</sup> day of January, 2010 to the following:

Charles J. Beck/J. R. Kelly\*  
Office of Public Counsel  
c/o The Florida Legislature  
111 W. Madison Street  
Room 812  
Tallahassee, FL 32399-1400

Attorney

A handwritten signature in black ink, appearing to read "J. A. Wal", is written over a horizontal line. The signature is stylized and cursive.

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ATTACHMENT B

**Windstream Service Guarantee Program**

Repair of Out of Service Troubles as Reported by Customer

Windstream shall make automatic credits in the amounts specified below for out of service troubles as reported by the customer:

Duration	
24 to 48 hours	\$ 12
> 2 days to 5 days	\$ 16
> 5 days	\$ 40

Sundays or holidays are not covered by the SGP and will be calculated and credited to customers consistent with Rule 25-4.110(6), F.A.C.

Customer Installations

Windstream shall make an automatic credit to the customer in the amount of \$25 for failure to install service on the agreed upon commitment date. Negotiated commitment dates shall not exceed 5 business days. Windstream shall continue to meet Rule 25-4.066, F.A.C.

Answer Time

Windstream shall establish a Community Service Fund (CSF) in the form of a corporate undertaking. Pursuant to the Service Guarantee Program, Windstream shall make credits to the CSF and such funds shall be disposed of in coordination with the Commission staff to promote Windstream's Lifeline service.

90% of all calls to the business and repair offices shall be answered by a live attendant prepared to give immediate assistance within 55 seconds of being transferred to the attendant. Windstream shall maintain 100% accessibility.

The amount of CSF credits shall be determined in accordance with the following parameters:

Less than 90%, but greater or equal to 80%	- \$2,000
Less than 80%, but greater or equal to 70%	- \$5,000
Less than 70%	- \$7,000

Force Majeure

In the event of named tropical or hurricane storms, Windstream may invoke Force Majeure by contacting the Director of the Division of Competitive Markets & Enforcement. Windstream shall at that time be relieved of the requirements of this SGP until Force Majeure is canceled.