

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 1
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

A. APPLICATION OF RATES AND CHARGES

1. Application Form

Any applicant for facilities or service may be required to sign an application form requesting the Telephone Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect.

2. Business and Residence Rates

- a. The determination as to whether customer service should be classified as business or residence is based mainly on the character of use to be made of the service. Although, in general, business rates apply at business locations and residence rates apply at residence locations, residence service will not be furnished at business locations except as provided in c(5) following.
- b. In general, business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, where the service is located on a premises whose main use is nonresidential. Examples of locations at which business rates apply are:
 - 1) At offices, stores, factories, mines, and all other places of a strictly business nature.
 - 2) At houses or apartments where rooms are rented or boarders are taken or both, and in halls and offices of hotels and apartment houses. However, when it is clearly evident that the service located in the customer's house or in an owner's, manager's or occupant's private rooms or apartment is to be used primarily for the domestic purposes of the customer, then residence rates apply.
 - 3) At quarters occupied by clubs and fraternal societies, public, private, or parochial schools, hospitals, libraries and other institutions, and in churches. However, at locations, such as fraternity houses where members of the organization lodge, or lodge and board within the building, residence rates apply.
 - 4) At tool houses or construction offices of contractors engaged in the reconditioning or remodeling of any structure whether the structure is to be used for business or residence purposes upon completion of the work.
 - 5) At residence locations in the same building as the customer's business establishment or at residence locations adjacent to the subscriber's place of business when it is not evident that the telephone located in the residence is to be employed primarily for residence use.
 - 6) At all other locations where the subscriber's primary use of the service is for business purposes.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 2
Revision: 0
Superseding Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd.)

2. Business and Residence Rates (Cont'd.)

- c. In general, residence rates apply when the use of the service is of a domestic nature or is located on a premises whose main use is residential and provided that service is not used substantially for business purposes. Examples of locations of which residence rates apply are:

- 1) At private residences.
- 2) At private apartments in hotels, boarding houses, college dormitories, and hospitals when separate main station service is provided in such apartments and where the use of the service is confined to the domestic use of the customer.
- 3) At the place of residence of a clergyman, physician, nurse, dentist, veterinary surgeon or other medical practitioner or Christian Science practitioner. Abbreviated titles such as "Dr.", "Rev.", "Judge", "Professor", are not considered business designations.
- 4) In a private stable or garage when it is strictly a part of the customer's domestic establishment. Also, residence extensions are permitted in barns if the use of the service for any business purpose is only incidental. Separate exchange service or extension station service furnished at commercial farm locations for business use are classified as and charged for as business service.
- 5) Residential secretarial lines may be terminated in telephone answering facilities at telephone answering bureaus.

- d. Changes from business service to residence service are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as specified in c. above.

A change of service classification from business to residence requires a number change.

- e. Changes from residence to business service may be made without change in telephone number, if the customer so desires. Service Charges, which apply for such changes, are quoted in Section 8 of this tariff.

When it is determined that a customer with residence service is using that service in such manner that it should be classified and charged for as business service under the provisions of b. above, the Company may disconnect the customer's service in the event he refuses to permit his service to be classified as business service and to pay the business rate.

Issued by: Vice President, Little Rock, Arkansas

PSC NO: 3 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 3
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

A. APPLICATION OF RATES AND CHARGES (Cont'd.)

3. Power Supply

The subscriber is responsible for providing suitable electric power at a suitable outlet when and where required. In the event of a power failure, no allowance is made for interruptions of the service.

4. Special Charges

In any case where the furnishing of facilities and service involves special installation work or unreasonable construction, maintenance or replacement costs or expenses on the part of the Telephone Company, the subscriber may be required to pay an additional installation or construction charge, monthly charge, or both, based on the additional cost and expenses involved. The subscriber may also be required to pay additional charges for work performed outside of regular working hours at the request of the subscriber.

Where the Telephone Company furnishes a facility or service for which a rate or charge is not specified in the Telephone Company's Tariffs, charges based on cost apply. The regulations under which those facilities or services are provided are contained in the "Limited Service Offerings" paragraph of Section 6 of this tariff.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 4
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

5. Flexible Pricing Plan

a. General

The Flexible Pricing Plan sets minimum and maximum rates that can be charged for certain types of services. The minimum and maximum rates are rates accepted by, and on file with, the Public Service Commission. This plan gives the company the option of changing a specific rate, within the established range, on fifteen days notice to the Commission and the customer

b. Regulations

- 1) The Company reserves the right to change prices at any time upon fifteen (15) days notice to the Commission by filing a revised tariff page.
- 2) Customer notification of price changes shall be made in the manner (e.g., newspaper publication, bill insert, individual letter) appropriate to the circumstances involved.
- 3) A price shall not be changed unless it has been in effect for at least fifteen (15) days.

c. Services Furnished Under Flexible Pricing Plan

<u>ITEM</u>	<u>TARIFF REFERENCE</u>
Custom Calling Service	Section 3, J. 1, 2, 3.

B. USE OF SERVICE AND FACILITIES

1. Use of Service

a. Business and Residence Service

The use of service and facilities is restricted to the subscriber, joint users, customers of resellers and shared users of service in accordance with paragraph b. following, except as otherwise provided by this Tariff.

No subscriber may use any service listed in any part of this Tariff, including but limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

Services and facilities to which mileage rates apply are furnished only for communications in which the subscriber and the aforementioned persons have a direct interest and shall not be used for the collection, transmission or delivery of communications for others.

b. Resale and Sharing of Service

- (1) The Telephone Company will permit the resale of sharing of basic local exchange service and private line service, subject to the following terms and regulations

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 5
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

1. Use of Service (Cont'd.)

b. Resale and Sharing of Service (Cont'd.)

(1) (Cont'd.)

- (a) "Resale" is the reselling by a subscriber of the subscriber's service to others for profit.

"Sharing" is the shared use by a subscriber with others on a shared cost (non-profit) basis of the subscriber's service.

- (b) Resellers and sharers are required to obtain a Certificate of Public Convenience and Necessity issued by the Public Service Commission, State of New York, except for coin access line service (see Section 4). Resellers and sharers are subject to all the rules and regulations applicable to resellers. The Telephone Company must be notified of all such applications and must be furnished a copy of the Certificate of Public Convenience and Necessity.
- (c) The Telephone Company will not be responsible for the manner in which the use of service or charges are allocated to others by a subscriber who resells or shares service. All applicable rates and charges for such service will be billed to the subscriber.
- (d) Orders for service will be accepted by the Telephone Company only from the subscriber.

(2) Service on which resale or sharing is permitted:

- (a) Resale of exchange service will be permitted only on message rate or measured business rate (if available) individual and trunk lines. Flat rate exchange service, coin telephone service and any telephone service offered exclusively to residence subscribers cannot be resold, except for coin access line service (See Section 4).

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 6
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

1. Use of Service (Cont'd.)

b. Resale and Sharing of Service (Cont'd.)

(2) (Cont'd.)

- (b) Sharing of exchange service will be permitted on message rate or measured business rate (if available) individual and trunk lines. Flat rate exchange service and any telephone service offered exclusively to residential subscribers cannot be shared.
- (c) The Telephone Company retains the right to serve the ultimate user directly, if that user so chooses.
- (d) When a reseller or sharer provides service to a number of customers through a common PBX, the responsibility of the Telephone Company ends at the trunk lines which terminate in the switchboard.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 7
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

1. Use of Service (Cont'd.)

b. Resale and Sharing of Service and Equipment (Cont'd.)

- (3) Directory listings for the customers of subscribers who resell or share service will be provided at the rates for business additional listings as set forth in Section 7 of this Tariff. The reseller accepts responsibility for the composition and accuracy of these listings, as well as the monthly charges.
- (4) The Telephone Company shall not be required to permit resale or sharing of service and/or equipment provided by the Telephone Company where the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.
- (5) In the event that provision of interoffice circuits become a problem because of demand from resellers that could not reasonably be anticipated and included in Telephone Company forecasts, the Telephone Company may require a minimum of six months notice of circuit requirements from resellers or sharers.
- (6) Maintenance Service Charges included in Section 2 of this tariff apply as appropriate.

c. Protection of Telephone Company Plant, Property and Service

The Telephone shall not be required to furnish service to a reseller where the proposed use of the service would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 8
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

1. Use of Service (Cont'd.)

The resale of any service, or the resale of the use of any facility, furnished by the Telephone Company, is not permitted and no service or facility furnished a subscriber may be used to furnish to others a telephone service or any other service furnished by the Telephone Company except as otherwise provided by this Tariff. The Telephone Company shall not be required to furnish service or facilities where the circumstances are such that the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.

2. Use and Ownership of Directories, and Unauthorized Attachments

Telephone directories distributed from time to time by the Telephone Company remain the property of the Telephone Company, shall not be mutilated, and shall be surrendered upon request of upon delivery of the subsequent issue. No binder, holder, insert, auxiliary cover or attachment of any kind shall be attached to or used with the directories owned by the Telephone Company, which mutilates the directory or is so attached as to impede reference to essential service information or otherwise interfere with service.

3. Use and Ownership of Equipment.

The Telephone Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Telephone Company shall remain its property and be returned to it whenever requested, within a reasonable period following the request, in as good condition as reasonable wear will permit.

4. Connection of Customer Provided Equipment

a. General

Customer provided equipment may be used with facilities furnished by the Telephone Company subject to the following regulations and any other pertinent regulations within this Tariff.

b. Regulations

(1) Responsibility of the Subscriber

- (a) Where service is available under this Tariff for use in connection with subscriber-provided equipment, the operating characteristics of such equipment shall be such as not to interfere with any of the services offered by the Telephone Company. Such use is subject to the further provisions that the customer provided equipment does not: endanger the safety of Telephone Company employees or the public; damage, require change in or alteration of, the equipment or other facilities of the Telephone Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the telecommunications system or otherwise injure the public in its use of the Telephone Company's services. Upon notice from the Telephone Company that the customer provided equipment is causing or is likely to cause such hazard or interference the subscriber shall make such change as shall be necessary to remove or prevent such hazard or interference. The subscriber shall be responsible for the payment of all Telephone Company charges for visits by the Telephone Company to the subscriber's premises where a service difficulty or trouble report results from subscriber-provided equipment

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 9
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

4. Connection of Customer Provided Equipment

b. Regulations (Cont'd.)

(1) Responsibility of the Subscriber (Cont'd.)

- (b) The subscriber indemnifies and saves the Telephone Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities, against claims for infringement or patents arising from combining with, or using in connection with, facilities of the Telephone Company, equipment and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with facilities provided by the Telephone Company.

(2) Direct Electrical Connection

Where the use of customer provided equipment involves direct electrical connection to the facilities furnished by the Telephone Company such connection shall be made through a connecting arrangement furnished, installed and maintained by the Telephone Company, except that direct electrical connection of terminal equipment meeting the specifications of the Conformance Program of American Telephone and Telegraph Company, or terminal equipment registered with the Federal Communications Commission in accordance with Part 68 of that agency's rules is permitted without the use of a connecting arrangement.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 10
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

4. Connection of Customer Provided Equipment (Cont'd.)

b. Regulations (Cont'd.)

(3) Acoustic and Inductive Connections

Customer provided equipment for transmitting and/or receiving may be acoustically or inductively connected with Telephone Company facilities, provided the acoustic or inductive connection is made externally to Telephone Company voice transmitting and receiving equipment.

(4) Responsibility of Telephone Company

The Telephone Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment. Exchange and message toll telecommunications service of the Telephone Company is not represented as adapted to the use of customer provided equipment and the Telephone Company shall not be responsible for (i) the through transmission of signals generated by the customer provided equipment or for the quality of, or defects in, such transmission, or (ii) the reception of signals by customer provided equipment, or (iii) address signaling where such signaling is performed by the customer provided tone-type signaling equipment. The use of customer provided equipment in connection with the facilities of the Telephone Company is permitted only on the condition that the Telephone Company shall not be responsible for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission, or failures or defects in Telephone Company facilities, except those caused by the Telephone Company's failure to furnish facilities suitable for ordinary telephone service or its failure to maintain and operate such facilities in a manner proper for telephone service. The liability of the Telephone Company for damages caused by its failure to furnish facilities suitable for ordinary telephone service or to maintain and operate such facilities in a manner proper for telephone service is as set forth in other paragraphs of this Section.

(5) Violation of Regulations

Where any customer provided equipment is used with the facilities of the Telephone Company in violation of any of the provisions in this Paragraph and/or in violation of any State and/or Federal regulation the Telephone Company may take immediate action, including disconnection of the service, and will promptly notify the subscriber of the violation.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 11
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

B. USE OF SERVICE AND FACILITIES (Cont'd.)

4. Connection of Customer Provided Equipment (Cont'd.)

b. Regulations (Cont'd.)

(5) Violation of Regulations

The subscriber shall discontinue use of the equipment or correct the violation and shall confirm in writing to the Company within 10 days that such use has ceased or that the violation has been corrected. Failure of the subscriber to discontinue such use or to correct the violation and to give the required written confirmation to the Telephone Company within the time stated above may result in termination of the subscriber's service until such time as the subscriber complies with the provisions of this Tariff.

A maintenance service charge of \$46.63 per premise visit shall apply for visits by the Telephone Company to the subscriber's premises where a service difficulty or trouble report results from customer provided facilities connected to the Telephone Company lines. A maintenance service charge of \$15.85 per occurrence shall apply for tests of trouble, maintenance, or installation nature which subscribers may request for their customer provided facilities or where a service difficulty or trouble report results from customer provided facilities. If the premise visit charge is applied, that shall include the testing.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Effective Date: July 1, 2021

Section: 2 Leaf: 12
Revision: 1
Superseding Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

C. OBLIGATION OF TELEPHONE COMPANY

In furnishing facilities and service, the Telephone Company does not undertake to transmit messages.

(A) The company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provisions of such service.

(B) The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs. Excessive costs are defined in Section 8.C.4, which also sets forth how charges will be determined.

(C)
(C)
(C)

D. LIABILITY

1. Liability of Subscriber for Loss of or Damage to Equipment

The subscriber is required to reimburse the Telephone Company for any loss of or damage to the telephone instrument, facilities or equipment on the subscriber's premises, through theft, willful injury or any other cause whatsoever, other than by fire or unavoidable accidents. (The Term "unavoidable accidents" does not include thefts.)

2. Liability of Telephone Company for Errors, etc.

No liability shall attach to the Telephone Company for damages arising from errors omissions or mistakes of the Telephone Company, its agents, servants or employees, in the furnishing of telephone service occurring unavoidably or in spite of the most stringent regulations or the most vigilant general oversight.

3. Liability of Telephone Company for Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated hereinafter in Sections (1), (2) and (3) of subpart (b), no liability for damages arising from errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the company.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 13
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

D. LIABILITY (Cont'd.)

3. Liability of Telephone Company for Directory Errors (Cont'd.)

- b. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (1) For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each line affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (2) For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (3) For listings obtainable from records used by the directory assistance operator, upon notification to the company of the error, mistake or omission in such records by the customer, the company shall be allowed a period of three business days for the correction to be effected. If the company has not corrected the error, mistake or omission within three business days after notification by the customer, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
 - (4) Credits for an error, mistake or omission in the free listing, the charge listing and listings obtainable from records used by the directory assistance operator shall be given as specified in Sections (1), (2), and (3) above; provided, however, that the total amount of the credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line or lines in question.
 - (5) As used in Sections (1), (2), (3), and (4), the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the company has failed to correct and where the error affects the ability to locate a particular customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the customer on an incorrect street or in an incorrect community.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 14
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

D. LIABILITY (Cont'd.)

3. Liability of Telephone Company for Directory Errors (Cont'd.)

b. (Cont'd.)

- (6) Such allowances or credits as specified in Sections (1), (2), and (3) above, shall be given upon notice to the company by the customer that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the company to have knowledge of such error, mistake, or omission, the company shall give credit without the requirement of notification by the customers.

4. Liability of Telephone Company for Service Interruptions

- a. Except as provided in Paragraph 2, when service is interrupted for a period of at least 24 hours after notice by the subscriber to the company, an allowance equal to 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered useless or substantially impaired shall apply for the first 24 hours during which the interruption continues after notice to the company. For each additional 24 hours or fraction thereof during which the interruption continues, an allowance of 2/30 of the tariff monthly rate for all services and facilities furnished by the company rendered useless or substantially impaired shall apply. For any subsequent interruption during the same billing period, an allowance of 2/30 of the tariff monthly rate for all services and facilities furnished by the company rendered useless or substantially impaired shall apply for each 24 hours of fraction thereof during which the interruption continues after notice to the company by the subscriber. Credit in any billing period shall not exceed the total charges for that period for the services and facilities furnished by the company rendered useless or substantially impaired.
- b. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond control of the company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the company rendered useless or substantially impaired shall apply for each 24 hours or fraction thereof during which the interruption continues after notice by the subscriber to the company. In cases where groups of subscribers are affected by interruptions due to such factors as storms, fires, floods or other conditions beyond control of the company, credit shall be given for the period during which the interruption occurs providing such interruption is of at least 24 hours duration and that notice is given by the subscriber to the company.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 15
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

D. LIABILITY (Cont'd.)

4. Liability of Telephone Company for Service Interruptions (Cont'd.)

- c. For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunctions or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the company, pursuant to the terms of the tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the number of local messages or message units to which the subscriber is entitled during a given billing period.

5. Liability of Subscriber Utilizing Customer Provided Equipment

- a. The subscriber is liable and is required to reimburse the Telephone Company for any loss of, harm to, or damage to the telephone network resulting from malfunction of customer provided equipment.
- b. The subscriber is liable and is required to reimburse the Telephone Company for any loss of, harm to, or damage to telephone service of other subscribers resulting from malfunction of customer provided equipment.
- c. The subscriber is liable and is responsible in holding the Telephone Company harmless for any harm to, or damage to, other subscribers resulting from malfunction of customer provided equipment.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 16
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

D. LIABILITY (Cont'd.)

6. Liability of Telephone Company to Subscriber Utilizing Customer Provided Equipment

The Telephone Company is not liable and is not required to reimburse (including repair or replacement of equipment) the subscriber for any loss of, harm to, or damage to, customer provided equipment that has connection to the telephone network unless said loss, harm, or damage is caused by gross negligence of the Telephone Company.

7. Customer Provided Equipment Caused Service Interruptions

When telephone service is interrupted for any period of time due to factors and causes relating to any customer provided equipment that has connection to the telephone network, no credit shall be given for the period during which such interruption continues. Should this interruption of telephone service cause service interruptions to other subscribers, the subscriber causing such interruption is liable and responsible to reimburse the Telephone Company for the applicable credits due other subscribers provided such interruption is due to gross negligence of said subscriber.

E. TELEPHONE NUMBER CHANGES

The Telephone Company reserves the right to change the subscriber's telephone number or numbers or the central office designation associated with such telephone number or numbers, or both, as the conduct of the business may require. In any case where existing service is continued for a new subscriber, the telephone number may be retained by the new subscriber only if the former subscriber consents and if all charges against the account are paid, or assumed by the new subscriber.

F. ACCESS TO SUBSCRIBER PREMISES

The Telephone Company and its employees may have access to the subscriber's premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Telephone Company's facilities.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: February 12, 2011

Section: 2 Leaf: 17
Revision: 2
Superseding Revision: 1

SECTION 2 - GENERAL RULES AND REGULATIONS

G. MINIMUM CHARGES

1. General

The minimum charge for exchange service and facilities is the applicable Tariff rate for one month except as otherwise provided in this Tariff.

2. Charges Based on Period of Actual Service

Charges are based on period of actual service when service for which the minimum charge is one month is terminated within the first month under the following conditions:

- a. Condemnation of property, damage to property by fire or similar cause necessitating abandonment of the premises.
- b. Death of the subscriber.

Charges are based on period of actual service when service for which the minimum charge is one month is assumed by a new subscriber during the first month except for facilities not taken over, to which minimum charges are applicable in accordance with the terms under which the original service was furnished.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 18
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE

1. Advanced Payments and Deposits

- a. Any applicant for facilities or service, whose financial responsibility is not established to the satisfaction of the Telephone Company, may be required to pay in advance the service connection, installation and construction charges and at least one month's rental.
- b. Applicants for facilities or service to which construction charges are applicable may be required to prepay the monthly payments for such construction charges, the amount of such prepayment to be computed as provided in Section 8. Residential customers will be offered an installment payment plan for such charges over a period of up to one year.
- c. Any applicant or subscriber may be required to deposit a sum up to an amount equal to the total of the estimated charges for two months for the facilities and service, and, in addition, such applicant or subscriber requesting the installation of a switchboard system may also be required to deposit a sum equal to the total estimated installing and removal cost for the equipment installed less any installation charge paid by the subscriber. Such deposits shall be deemed as security for the payment of unpaid bills or other claims of the Company against the customer upon termination of service.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 19
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

1. Advanced Payments and Deposits (Cont'd.)

- d. All applicants or subscribers who are 62 years of age or older shall be exempt from any cash deposit requirement unless such person's telephone service was suspended or terminated for non-payment during the preceding six months. Any such corporation shall permit an applicant or subscriber 62 years of age or older to pay the deposit in installments over a period not to exceed 12 months.

- e. Deposits may be required from residential customers on the basis of credit risk standards. Except as provided in H.1.d., the company may require a deposit from a residential customer if the customer is delinquent in payment, or if the customer's service has been terminated for non-payment once within the preceding six-month period. "Delinquent in payment" means that a customer has received two consecutive telephone bills without making payment of one-half of the total of the two bills. (A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.)

An existing residential customer is any applicant for service who was a customer of the same telephone corporation within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 12 months. If payment of a bill is mailed, three (3) additional days are allowed before we consider a residential customer delinquent.

- f. New customers are asked for information to establish credit. "Yes" answers to three of the following credit screen questions entitle a person to service without a deposit. (1) Are you or (your spouse with whom you're living) employed? If so, state your (or your spouse's) employer's name, address, telephone number and your (or your spouse's) position. (2) Have you been employed for the past two years by no more than two employers? If you have been employed for less than two years, is this because you have recently graduated from school, recently been discharged from military service or recently been widowed, separated or divorced?

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 20
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

1. Advance Payments and Deposits (Cont'd.)

f. (Cont'd.)

(3) Do you own your own home, or if you rent, have you occupied the premises and your preceding residence for a total of at least two years? (4) Have you maintained a bank account for more than one year? (5) Do you have credit cards, charge accounts, or have you been extended credit by a bank, commercial concern or individual? (A "Yes" response will be negated if subsequent investigation proves the applicant is not creditworthy.) (6) Do you have any sources of income other than employment; e.g., stocks, bonds, real estate, welfare, pension, alimony, etc.? Alternatively, we may consider a new residential customer under the credit risk standards for existing residential customers and require a deposit if sufficient information is available from another New York telephone utility to establish that such customer is a bad credit risk as outlined above. Customers are required to provide information which permits the Company to verify their responses. If the customer chooses not to provide credit information, or does not give three "Yes" answers to the questions, a deposit is required, except as provided in H.1.d.

g. The entire deposit is returned to residential customers after 1 year, unless the customer is delinquent in payment, in which case the Company continues to hold it.

h. For non-residential customers, a deposit of an amount equal to the charges for the estimated telephone usage for two calendar months will be required of any applicant, unless waived by the company upon a showing of satisfactory credit reference. If a non-residential customer is not delinquent as defined above, in payment of any bill for a period of three years, the deposit and interest shall be refunded promptly at the end thereof.

i. For all customers, a refund may be credited to the customer's account only to the extent of current charges and the charges of the next succeeding month and any balance (or, at the election of the depositor, the full refund) shall be made to the depositor. Deposits shall be credited with simple interest at the rate prescribed from time to time by the Public Service Commission.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: September 17, 2011

Section: 2 Leaf: 21
Revision: 1
Superseding Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

1. Advanced Payments and Deposits (Cont'd.)

- j. Whenever the Company has not initially required a deposit, or whenever a deposit has been required but thereafter refunded, or whenever a deposit is held by the Company but is insufficient to cover the estimated telephone usage for two calendar months, and a non-residential customer is thereafter delinquent, or a residential customer becomes a bad credit risk, the Company may require such customer to pay a new or additional deposit, subject to refund thereafter as specified above.
- k. The Company may withhold its service or discontinue its service should any applicant or customer refuse or fail to pay a required deposit.
- 1. A certificate of deposit and a circular containing the terms of deposit will be supplied to any applicant or subscriber who is required to pay a deposit, in accordance with Part 633 of the Rules and Regulations of the Public Service Commission pertaining to subscriber deposits.

2. Responsibility for Local and Toll Message Charges

The subscriber is responsible for all messages sent over the subscriber's line and for all messages charged to the subscriber's line where the subscriber, or any person answering the subscriber's line, agrees to accept such charge.

3. Payment of Charges

Local exchange customer bills for service and facilities will be rendered monthly and for one month in advance. Customer bills will include charges prorated to the date service was installed or changed. Final customer bills will be prorated to the day service was terminated. (N)
|
(N)

Monthly charges for facilities and service are payable monthly in advance, and, except where otherwise provided in this Tariff, all other charges are payable upon request of the Telephone Company.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 22
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

3. Payment of Charges (Cont'd.)

Bills are due when rendered and are payable at any business office of the Telephone Company, or at any other office designated by the Telephone Company. If objection in writing is not received by the Telephone Company within thirty days after the bill is rendered, such bill shall be deemed to be correct and binding upon the subscriber. Provided, however, a bill will not be deemed correct and binding upon the Subscriber by virtue of the preceding paragraph if the Company has records on the basis of which the objection may be considered, or if the customer has in his or her possession such company records.

Except as shown above, the Telephone Company reserves the right to refuse an application for service made by a present or former subscriber who is indebted to the Telephone Company for telephone service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a subscriber who is indebted to the Telephone Company for telephone service previously furnished such subscriber, the service may be terminated by the Telephone Company unless the subscriber satisfies the indebtedness within 20 days after written notification.

The Company will provide interest on customer overpayments. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made and is caused by erroneous Company billing. The rate of interest shall be the greater of the Company's unadjusted customer deposit rate or the applicable late payment charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

Interest will only be applied to refunds made after August 24, 1992. Interest will only be paid on overpayments that are not refunded within 30 days of the date when the overpayment is received by the Company.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 1, 2008

Section: 2 Leaf: 23
Revision: 2
Superseding Revision: 1

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

3. Payment of Charges (Cont'd.)

Payment rendered by check, which is subsequently dishonored, shall not constitute payment until such time as repayment is made by valid means. A service charge of **\$20.00** shall apply to each check received in payment which is subsequently dishonored. (I)

4. Suspension and Termination for Non-Payment

In the event of nonpayment of any bill rendered or any required deposit, the Telephone Company may suspend or terminate service until the bill rendered or the required deposit has been paid.

Such suspension shall not be made until:

At least five days after written notification has been served personally on the subscriber or

At least eight days after written notification in a postpaid wrapper has been mailed to the billing address of the subscriber or

At least five days after the subscriber has either signed for or refused a registered letter containing written notification mailed to the billing address of the subscriber.

Such termination shall not be made until:

At least ten days after written notification has been service personally on the subscriber or

At least thirteen days after written notification in a postpaid wrapper has been mailed to the billing address of the subscriber or

At least ten days after the subscriber has either signed for or refused a registered letter containing written notification mailed to the billing address of the subscriber or

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 24
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

4. Suspension and Termination for Non-Payment (Cont'd.)

Where termination follows suspension, at least five days has elapsed following the date of suspension unless the subscriber consents to earlier termination.

Provided, however, that message toll service may be refused if upon request of the Telephone Company, the subscriber fails to make a reasonable deposit to guarantee payment for said service or pay the toll charge in advance.

The monthly rental charge does not apply during the period of suspension or termination for nonpayment.

Telephone service shall not be suspended or terminated for non-payment of bills not actually rendered except with the consent of the subscriber, nor for non-payment of bills rendered other than for telephone services or deposits requested in connection with telephone service, nor for nonpayment for services which have not been rendered, except for the initial advance payment of new subscribers and the minimum charge for seasonal service.

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company shall have verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice and
- b. The Company shall have checked the subscriber's payment record on the day suspension or termination occurs to determine whether payments have been posted to the subscriber's account as of the opening of business on that day.

Payments made in response to notice of suspension or termination when the subscriber brings such fact to the attention of the Company or its collection agents shall be processed in such a manner that suspension or termination of the service will not occur.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 25
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

4. Suspension and Termination for Non-Payment (Cont'd.)

Telephone service shall not be suspended or terminated for non-payment of a bill rendered or a required deposit on Saturday, Sunday, or the following public holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Christmas, Election Day, and special days proclaimed by the President or the Governor, or day on which the main business office of the Company is not open for business.

Suspension/termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to customers no later than six business days after the date of the bill. The 25 day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.

Suspension shall not be made until at least 8 days (20 days for termination) after written notification has been issued.

Suspension/termination may occur only between the hours of 8AM and 4 PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected on December 23, 26, 30 and January 2. At least one attempt shall be made during nonworking hours to contact the residential customer by telephone before the date of Suspension/termination.

If a subscriber who has received a notice of discontinuance pays his bill with a check that is subsequently dishonored, his account remains unpaid and the Company is not required to issue any additional notice before discontinuing service. However, when a check received from a residence customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer previously has not submitted a dishonored check within the past 12 months (see Section 2, H.3. for service charge due on dishonored checks).

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 26
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

4. Suspension and Termination for Non-Payment (Cont'd.)

Any complaint or inquiry filed with the Company regarding disputed bills, charges, deposits or service problems will be promptly investigated in accordance with the procedures required by Public Service Commission rules contained in Subchapter C, Chapter VI, Title 16 of the New York Code of Rules and Regulations, Part 631 - Notices of Discontinuance and Complaint Procedures, Sections 631.9 and 631.10.

The Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Commission rules. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the subscriber, having been asked to pay such undisputed portion, does not do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment absent circumstances beyond the company's control. When circumstances beyond the company's control exist, the service will be connected within 24 hours after the cessation of such circumstances.

Copies of Company complaint handling procedures are on file with the Commission and are available to the public upon request at each Company office where application or payments for service may be made in person.

For medical emergencies an additional 30 days will be allowed for residential customers before suspension or termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the pendency of the emergency, customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that customers have the ability to pay the charges.

Where a residential customer is known to or identified to the telephone corporation as being blind, disabled or 62 years of age or older and all other occupants are under 18 years of age, 62 years of age or older, blind or disabled, an additional 20 days will be allowed before suspension or termination may occur. The company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan eight days before the date of suspension or termination.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 27
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

4. Suspension and Termination for Non-Payment (Cont'd.)

Existing residential customers with three or more months service and for whom service has not been terminated in the initial three months shall be offered a deferred payment agreement prior to suspension/termination. Customers with medical emergencies and customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.

Service will not be suspended or terminated unless a deferred payment plan is offered.

Final notices of suspension/termination will advise customers of deferred payment arrangements and no less than six days before termination of total service, a deferred payment plan will be offered which will include in bold print a notice that assistance may be obtained from the Commission.

Deferred payment agreements will be for a period of no less than 10 months unless otherwise agreed to by customers and for amounts of up to \$450 unless greater amounts are agreed to by the telephone corporation.

Downpayments shall not exceed the lesser of one-fifth of the amount deferred or three months of a customer's average billing.

Customers on fixed incomes (e.g., pensions and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

5. Termination for Cause Other than Non-Payment

In the event of prohibited or improper use of the facilities or service, abuse of the station, or any other violation by the subscriber of the rules and regulations governing the facilities and service furnished or, if any use of the facilities or service by the subscriber tends to injuriously affect the efficiency of the Telephone Company's plant, property or service, the Telephone Company may, without notice, terminate the service, and sever the connection and remove its equipment from the subscriber's premises. Improper use of the facilities or service includes the use of facilities or service of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of Tariff charges.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 28
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

5. Termination for Cause Other Than Non-Payment (Cont'd.)

- b. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this Tariff, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.
- c. In the event of abandonment of facilities or use by unauthorized persons, the Telephone Company may forthwith terminate the service and remove its equipment from the subscriber's premises if it is determined by an inspection of the premises, or such other means as are necessary that such facilities have in fact been abandoned or are being used by unauthorized persons.

Suspension/termination of residential service for abandonment or unauthorized use may occur only after such means are used which are reasonably calculated to determine occupancy or authorized use and a notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or a new customer advises that he or she moved into the location.

In the event that telephone service is terminated for abandonment or unauthorized use and that service is subsequently restored to the same subscriber at the same location, (1) No charge shall be made for the period during which service had been terminated and (2) No charge shall be made for the restoration of that service if the termination was in error.

6. Termination by Notice

Subject to the rules and regulations from time to time in force and effect, facilities and service may be terminated by the subscriber or the Telephone Company by giving ten days notice in writing.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: September 3, 2022

Section: 2 Leaf: 29
Revision: 4
Superseding Revision: 3

SECTION 2 - GENERAL RULES AND REGULATIONS

H. PAYMENTS AND TERMINATION OF SERVICE (Cont'd.)

7. Late Payment Charge

Customers bills for telephone service are due when they are rendered. A customer is in default unless payment is made on or before the due date specified on the bill.

If payment is not made by the due date of the bill, a late payment charge of one and one-half percent (1 1/2%) per monthly billing period will be applied to all amounts previously billed under this tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

Under Article XI-A of the State Finance Law, State agencies will not be charged a late payment charge. The law requires state agencies to pay bills within 45 days and interest charges, at the corporate rate, thereafter and changes the time period to 30 days, effective July 1, 1988.

8. Backbilling

Charges for previously unbilled service or upward adjustments of bills previously rendered may not be billed beyond 24 months after the error occurred unless the culpable conduct of the customer caused or contributed to the untimely billing. When such charges are billed, the company must provide an explanation and advise customers that payment may be made under an installment plan which shall not be less than one month for each month represented by the late billed charges. In addition, the company may not terminate service for charges rendered during the period in excess of six months unless due to the customer's culpable conduct.

9. Miscellaneous Fees Associated with Payments

a. Payment Convenience Fee for Payment Made Via Telephone Call

A fee will apply for each instance of payment of outstanding charges when authorized by the residence subscriber by telephone (whether such telephone call was initiated by the subscriber or by the company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfer, and other conventional methods of payments. The subscriber will be informed of any applicable charges prior to processing the subscriber's request and given the opportunity to be transferred to the automated payment system to avoid the payment convenience fee charge. The rate for telephone request is listed in the Pricing Addendum located at the end of this tariff.

(T)
(T)

(T)(M)

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 30
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

I. SPECIAL ARRANGEMENTS

Arrangements may be developed by the Company and, at the Company's discretion, offered on a case-by-case basis taking into account special customer considerations including, but not limited to, volume or term commitments, bundled services, in response to a competitive offering or for a service not generally offered under this tariff. ICB rates and terms will be offered to the Customer in writing and a contract entered into between the Company and the Customer.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 31
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

J. INTERCONNECTION OF SUBSCRIBER PROVIDED INSTRUMENTS

1. General

Subscriber Provided Non-Key Telephone Instruments may be connected at the subscriber's premise to facilities furnished by the Telephone Company for exchange and message toll service subject to Part 68 of the Federal Communications Commission's Rules and Regulations and subject to the rules and regulations of the New York State Public Service Commission.

2. Regulations

- a. Subscriber Provided Non-Key Telephone Instruments must satisfy, on a continuous basis, all rules and regulations of Part 68 of the Federal Communications Commission in order to be connected and remain connected.
- b. All connections of subscriber provided non-key telephone instruments must be made through a standard interface jack.
- c. All connections of subscriber provided non-key telephone instruments shall be on individual or party lines.
- d. Non-Key telephone instruments as part of key, PBX, or other communication systems do not fall under the provision of Section 2, paragraph J.
- e. The subscriber wishing to interconnect non-key telephone instruments shall notify the Telephone Company of each line to which connection is proposed, and shall provide the FCC Registration Number and other related equipment and protective circuitry information, including the ringer equivalency number. The subscriber shall also notify the Telephone Company when such equipment is permanently disconnected.
- f. All the provisions, rules and regulations contained in other parts of this tariff, as they apply to customer provided equipment, shall apply to any and all subscriber provided non-key telephone instruments. Such specific regulations as contained in Section 2, paragraphs B and D relating to responsibility and liability of both customer and telephone company shall apply.
- g. The subscriber shall not modify or alter or change telephone instrument circuitry interconnected under these provisions in any way, which would render such instrument circuitry to be in noncompliance with Part 68 of the FCC Rules and Regulations.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 32
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

J. INTERCONNECTION OF SUBSCRIBER PROVIDED INSTRUMENTS (Cont'd.)

2. Regulations (Cont'd.)

- h. Maintenance charges as set forth in this tariff, apply to all equipment interconnected under provisions of Section 2, Paragraph L.

K. INTERCONNECTION OF CUSTOMER PROVIDED INSIDE WIRE

1. General

Premises Wiring provided by the Customer to connect non-coin business and residence dial access line service may be connected at the Customer's premises to telecommunications services furnished by the Telephone Company where such connections are made in accordance with the regulations of the Federal Communications Commission and the New York State Public Service Commission and the provisions of this Section.

2. Regulations and Rates

a. Standard Network Interface

1. Customer wishing to provide all of their inside wiring may connect to Telephone Company facilities only at a Standard Network Interface (SNI) provided by the Telephone Company. The SNI consists of a standard registered jack. The SNI shall be furnished at a location within the customer's premises, accessible to the customer and as close to the protector or equivalent point, where the Telephone Company facilities enter the customer's premises, as practicable.
2. When the establishment of the SNI requires a premises visit, a Service Charge, Premise Visit Charge and Jack Installation Charge apply. No monthly charge applies to the jack.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: October 18, 2009

Section: 2 Leaf: 33
Revision: 1
Superseding Revision: 0

SECTION 2 - GENERAL RULES AND REGULATIONS

K. INTERCONNECTION OF CUSTOMER PROVIDED INSIDE WIRE (Cont'd.)

2. Regulations and Rates (Cont'd.)

- b. Customer provided inside wire must satisfy on a continuous basis, all applicable rules and regulations of the New York State Public Service Commission on Windstream New York, Inc. The customer is responsible for all on-going full compliance including any changes and cost associated with such compliance.
- c. Reserved for Future Use
- d. All the provisions, rules, and regulations contained in other parts of this tariff, as they apply to customer provided equipment, shall apply to any and all customer provided inside wire. Such specific regulations as contained in Section 2, Paragraphs B and D relating to responsibility and liability of both customer and telephone company shall apply.
- e. New York State Public Service Commission standards for customer provided inside wire are on file with the Public Service Commission and in the business office of the telephone company and are available on customer request.
- f. Maintenance service charges shown in Section 2, Paragraph B.4, shall apply for trouble reports due to customer provided wire.

3. Connection

Connection of customer provided telephone inside wiring to telephone company exchange access facilities must be through a telephone company provided standard network interface. A standard network interface is that portion of the inside station wiring which directly connects to the exchange access facilities and which terminates in an outlet for the connection of terminal equipment or subsequent inside wire runs.

L. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("ARRA")

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.

(N)

(N)

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 34
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

M. TELECOMMUNICATIONS SERVICE PRIORITY

1. General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support National Security and Emergency Preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook for the Telecommunications Service Priority (TSP) Program" and the "Service User Manual of the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- b. The TSP Program has two components, restoration and provisioning.

- (1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- (2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2a. TSP Request Process - Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
- (1) National Security Leadership
 - (2) National Security Posture and U.S. Population Attack Warning
 - (3) Public Health, Safety, and Maintenance of Law and Order
 - (4) Public Welfare and Maintenance of National Economic Posture

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 35
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

M. TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

2a. TSP Request Process - Restoration (Cont'd)

- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>)
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

2b. TSP Request Process - Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a.a above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for telecommunications service, and include the head of director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

3. Responsibilities of the End-User

End-Users or entities acting on behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every two years, and must be done before expiration of the end-user's TSP Authorization Code(s).

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 36
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

M. TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

3. Responsibilities of the End-User (Cont'd)

- c. Once customers have received their TSP assignment, signified by a TSP Authorization Code, the customer must submit the code along with a service request to the Company.
- d. Accept TSP services by the service due dates.
- e. For services assigned priority levels, ensure (through contractual means or otherwise) availability of Customer Premise Equipment (CPE) and Customer Premise Wiring (CPW) necessary for end-to-end service operation by the service due date, and continued operation; and for such services in the Emergency NS/EP category, by the time vendors are prepared to provide the services. Additionally, designate the organization responsible for the service on an end-to-end basis.
- f. Pay the Company any authorized costs associated with priority services.
- g. Report to the Company any failed or unusable services with priority levels.
- h. Designate a 24-hour point of contact for each TSP request and appraise the OPT.
- i. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.
- j. During certain emergencies, the Company will take TSP service requests verbally. In these cases, a written service order should follow within two working days.

4. Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after the receipt of a TSP authorization code. The Company is not authorized to provide priority treatment to provision TSP services to customers that have no provisioning priority (i.e., "O" is the first character of the TSP code).
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure the TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 37
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

M. TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

4. Responsibilities of the Company (Cont'd)

- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. When acting as the prime contractor, ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.
- m. The Company may verify provisioning priority assignments with the TSP Program Office. However, the Company may not delay provisioning of an Emergency TSP service for verification purposes.

5. Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, the sequence in which existing services may be preempted is as follows:

Non-TSP Services

TSP services, selected in the inverse order of their TSP priority level assignment. When such preemption is necessary, the Company will make every reasonable effort to notify the preempted customer of the action to be taken. When such preemption is necessary, prior consent of the service user is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 38
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

M. TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

6. Rates and Charges

- a. In the event that the Company must utilize additional labor outside of normal business hours in the provisioning or restoration of a service, additional labor charges may apply. Such charges will be based on cost and billed to the customer. The Company will attempt to inform the customer of approximately how much these charges will be in advance.
- b. A Service Order Charge applies when TSP requests/changes are made to a customer's record after a service has been connected. A TSP administrative charge applies when a request to provide, change, or update the status of a TSP is received from the customer at the rate found in Section 17.4.4 (B) of the Windstream Telephone System Tariff F.C.C. No. 1.
- c. In subscribing to TSP, the customer recognizes that quoting charges and obtaining customer permission to proceed with service installation or restoration would delay the installation or restoration process and grants the Company the right to assess additional charges, when applicable, after the installation or restoration has been completed. When possible, the Company will attempt to provide an estimate to the customer of the additional charges in advance of the work.
- d. Facilities required by the Company for the provisioning, restoration, or maintenance are exempt from the TSP rules.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 39
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

N. CRITICAL FACILITIES ADMINISTRATION SERVICE

1. General
 - a. Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.
2. Obligations of the Customer
 - a. Customers' circuits must be federally registered as TSP circuits.
 - b. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
 - c. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the customer.
 - d. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential and comply with any security procedures established in support of CFAS. This may include, but will not be limited to, provision of appropriate passwords prior to forwarding of CFAS information.
3. Obligations of the Company
 - a. The Company will maintain data and restrict access by each customer to information relative to that customer's subscribed circuits.
 - b. The Company will identify the physical path of each subscribed circuit whenever requested by the customer so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit. Where Company systems permit, information will be transmitted to the Customer in the form of an AutoCAD file with the coordinates included. The Customer must provide its own software capable of reading an AutoCAD file.
 - c. The Company will make available physical path information for newly provisioned subscribed circuits to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: September 3, 2022

Section: 2 Leaf: 40
Revision: 1
Superseding Revision:0

SECTION 2 - GENERAL RULES AND REGULATIONS

N. CRITICAL FACILITIES ADMINISTRATION SERVICE (Cont'd)

3. Obligations of the Company (Cont'd)

- d. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
- e. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the customer within ninety days of the restoration of service upon request.

4. Rates

- a. The rates contained in the Company's tariff reflect the hourly rate that will be charged to the CFAS customer per circuit subscribed. If the Company is acting as the Prime Contractor, the customer will be billed the Company's tariff charges, in addition to those tariffed charges established by any connecting carrier for the service. The Company will give the customer a good faith estimate of the time needed to perform the requested service, including the time that may be needed to obtain information from connecting carriers, if applicable. A record order charge will also apply if the customer orders CFAS after the establishment of its TSP Service. The rate is located in the Pricing Addendum at the end of this tariff.

(T)
(T)(M)

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: September 3, 2022

Section: 2 Leaf: 41
Revision: 1
Superseding Revision:0

SECTION 2 - GENERAL RULES AND REGULATIONS

0. DISCOUNTED SERVICE FOR CUSTOMERS WITH IMPAIRED HEARING OR SPEECH

1. Discount in Terminal Equipment Charges

Handicapped persons who have been certified to the Telephone Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who use a teletypewriter, facsimile machine or other non-voice equipment for telephone communications, upon application to the Telephone Company will be provided such equipment, subject to availability, at rates based upon the expenses incurred to provide the equipment without any return to the Telephone Company.

2. Discount in Toll and Leased Circuit Charges

Handicapped persons who have been certified to the Telephone Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who use a teletypewriter, facsimile machine or other non-voice equipment for telephone communications will receive, upon application to the Telephone Company, a 50 percent reduction on the following charges:

- a. Intrastate toll message charges billed to the handicapped person's telephone service.
- b. Monthly mileage charges for leased line circuits furnished to the handicapped person for use in non-voice communication.

The reduction in charges is applied at only one location designated by the handicapped person.

3. Discount in Hard-of-Hearing Handset Charges

Those persons who have a hearing problem, but are not handicapped as defined below, and who have been certified to the Telephone Company as having a hearing problem, shall receive, upon application to the Telephone Company, the special rates listed in the Pricing Addendum located at the end of this tariff.

(T)
(T)

(M)
(M)

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 42
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

0. DISCOUNTED SERVICE FOR CUSTOMERS WITH IMPAIRED HEARING OR SPEECH (Cont'd.)

4. The Term "Handicapped Person" when used in Connection with Persons having a Speech or Hearing Impairment which Requires that they Communicate over Telephone Facilities by Means other than Voice is Defined Below:

Hearing-persons with binaural hearing impairment of 60 percent or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "Guide to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech-persons with 65 percent or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guide to the Evaluation of Permanent Impairment" 109-111, American Medical Association, 1971.

5. Certification for Discount

Acceptable certifications are (1) those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York or (2) pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for use of facilities of an agency for persons with hearing or speech impairment or for use of facilities of an agency for persons with hearing or speech impairment.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 43
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

P. INSTALLMENT PAYMENT PLAN FOR NON-RECURRING CHARGES

1. Installment Billing

Residence customers may elect to pay their service connection, initial, installation, move, substitution and other non-recurring charges associated with service orders including restoral charges and maintenance service charges in monthly installments for up to a 12 month period. When installment billing is requested, it will be applied to all non-recurring charges associated with a given service order, subject to the following:

- a. Installment billing may be used only by residence customers.
- b. Charges will be billed in 12 monthly installments unless the customer chooses a shorter payment period.
- c. A customer may not pay a portion of the charges and then request installment billing for the remaining charges.
- d. More than one installment plan may be in effect for the same customer at the same time.
- e. If a customer disconnects service during the twelve month period, all unbilled charges will be included in a final bill rendered.
- f. Installment billing payments will continue even though an account is temporarily suspended.
- g. No interest or carrying charges will be applied.
- h. A customer may elect to pay the unbilled charges before the expiration of the installment plan.

Q. QUARTERLY PAYMENT PLAN

1. Effective November 29, 1985, as required by Public Service Law Section 38 [or 92-b], the Company shall offer any residential customer, 62 years of age or older, a plan for payment on a quarterly basis of charges for service rendered, provided that such customer's average annual billing is not more than \$150.

R. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM

1. GENERAL

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 44
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

R. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Continued)

1. GENERAL (Continued)

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2. REGULATIONS

A. Obligation of eligible schools and libraries

1. Requests for service

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c. Services requested will be used for educational purposes.
- d. Services will not be sold, resold, or transferred in consideration for money or any other thing of value.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 45
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

R. SCHOOLS AND LIBRARIES DISCOUNT PROGRAM (Continued)

2. REGULATIONS (Continued)

b. Obligations to the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
2. The Company will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

3. DISCOUNTED RATES FOR SCHOOLS AND LIBRARIES

- a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries, and consortia.
- c. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- d. The discount matrix for eligible schools, libraries, and consortia is included as an attachment to this tariff.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 46
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

S. HEALTH CARE PROVIDERS SUPPORT PROGRAM

1. General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2. Regulations

- a. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- d. Responsibility of eligible health care providers
 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: September 3, 2022

Section: 2 Leaf: 47
Revision: 1
Superseding Revision:0

SECTION 2 - GENERAL RULES AND REGULATIONS

S. HEALTH CARE PROVIDERS SUPPORT PROGRAM

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3 and the Pricing Addendum to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding. (T)
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

3. Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location:

- a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

Issued by: Vice President, Little Rock, Arkansas

PSC NO.: 1 TELEPHONE
Windstream New York, Inc.
Initial Effective Date: August 26, 2006

Section: 2 Leaf: 48
Revision: 0
Superseding Revision:

SECTION 2 - GENERAL RULES AND REGULATIONS

T. SERVICES INELIGIBLE FOR SCHOOLS AND LIBRARIES DISCOUNT

1. VOICE MAIL SERVICES

U. SCHOOLS AND LIBRARIES DISCOUNT MATRIX

<u>HOW DISADVANTAGED</u>	<u>% DISCOUNT LEVEL</u>	
	<u>Urban</u> <u>discount</u>	<u>Rural</u> <u>discount</u>
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

Issued by: Vice President, Little Rock, Arkansas