

PSC No.: 2 TELEPHONE  
Windstream New York, Inc.  
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ACCESS SERVICE  
SECTION 2 - GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

(A) Assignment or Transfer Services

The customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- (1) Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period, and the termination liability applicable to such services, if any; or
- (2) A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(A) Assignment or Transfer of Services (Cont'd)

In all cases of assignment or transfer, the written acknowledgement of the Telephone Company is required prior to such assignment or transfer. This acknowledgement shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(C) Sequence of Provisioning

Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Telephone Company on customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability

(A) Limits of Liability

The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Telephone Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(B) Acts or Omissions

The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises

The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) Indemnification of Telephone Company

(1) By the End User

The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

- (A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
- (B) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;
- (C) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(D) Indemnification of Telephone Company (Cont'd)

(2) By the Customer

The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:

- (A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
- (B) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;
- (C) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

(D) Explosive Atmospheres

The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(E) No License Granted

No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(F) Circumstances Beyond the Telephone Company's Control

The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

2.1.4 Provision of Services

The Telephone Company will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein. Services will be made available to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services.

2.1.5 Facility Terminations

The services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises. Such wiring or cable will be installed by the Telephone Company to the Point of Termination. Moves of the Point of Termination at the customer designated premises will be as set forth in 6.4.4 following.

2.1.6 Service Maintenance

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities,
- substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Telephone Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 15. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

- (A) If a customer fails to comply with 2.1.6 preceding (Service Maintenance) or 2.3.1, 2.3.4, 2.3.6, 2.3.11(B), 2.4.1 or 2.5 following (respectively, Damages, Availability for Testing, Balance, Jurisdictional Report and Certification Requirements, Payment Arrangements, Connections) including any customers failure to make payments on the date and times therein specified, the Telephone Company may, on thirty (30) days written notice to the customer by Certified U.S. Mail, take the following actions:

- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or

- discontinue the provision of service to the non-complying customer at any time thereafter.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

- (B) If a customer fails to comply with 2.2.2 following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.



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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (C) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 2.2.1 following (Interference or Impairment), the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.
- (D) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (E) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removals or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out.

Generally, such activities are not individual customer service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.11 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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2.2 Use

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or the public.

2.2.2 Unlawful and Abusive Use

- (A) The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

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2.3 Obligations of the Customer (Cont'd)

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.4(C)(4) following, (Credit Allowances for Service Interruptions) no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.3.6 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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2.3 Obligations of the Customer (Cont'd)

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

2.3.9 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.

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2.3 Obligations of the Customer (Cont'd)

2.3.9 Claims and Demands for Damages (Cont'd)

- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act of omission of the customer in the course of using services provided under this tariff.

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.11 Jurisdictional Report and Certification Requirements

(A) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the customer and cases where the Telephone Company will develop jurisdictional percentages.

(1) General

When a customer initially orders Switched Access Service, the customer shall state in its order the Percent Interstate Usage (PIU) and Percent IntraLATA Usage (PLU) on a state wide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

- Feature Group A (FGA)
- Feature Group B (FGB)
- Feature Group D (FGD)

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(A) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

- 500 Service Access
- 700 Service Access
- 800/888/877 Service Access (C)
- 900 Service Access
- Switched Entrance Facilities
- Direct Trunk Transport
- Switched Transport Multiplexing Equipment
- Carrier Identification Parameter (CIP)

The PIU factor provided for each of the foregoing facilities categories (Switched Entrance Facilities, Switched Direct Trunk Transport, Switched Transport Multiplexing Equipment and CIP) shall reflect the combination of all traffic types which traverse such facility category.

Additionally, upon employing the 700 Service Access Code over Feature Group D Switched Access Services, the customer must provide the Company the PIU for the 700 calls. A PIU of less than one-hundred percent is not allowed in those LATAs where the service is not available as an intrastate access service. The customer shall report the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis.

The customer shall furnish to the Company annually a report of the actual PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the services listed previously in 2.3.11 (C)(1). The customer, at its own option, may report revised PIU's more frequently if a change warrants an update before the annual period. These updates should be made to the Telephone Company on the first day of the next available quarter (January, July or October). The annual report of revised PIU's should be received

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(A) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

by the first of March of each year. The report should show revised interstate percentages of use representing interstate usage for the past calendar year period, for each interstate service. The revised percentage will be implemented July 1, and will serve as the interstate percentage for the next twelve months billing. If the customer does not supply the report, the Telephone Company will assume the percentages to be the same as those provided in the last report. For those cases in which a report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service as set forth in (2) following.

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Interstate Minutes}}{\text{Total Minutes}} = \text{Percent Interstate Usage Factor}$$

1.0 minus Interstate factor equals  
Intrastate factor.

When Special Access service is provided on a Switched Access Facility. e.g., Special Access DS1 on a Switched Access DS3, the facility will be apportioned between Switched Access and Special Access. The jurisdiction of the Special Access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(A) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

The PIUs described in (2) through (3) following are applied to associated usage rated elements and services, e.g., Information Surcharge, Local Switching, Tandem Switched Transport, Tandem Switching and Transport Interconnection charges. The PIUs are also used to develop the carrier charges. Separate PIUs are required for flat rated Entrance Facilities, Direct Trunked Transport and Multiplexers.

(N)

(a) There may be some portion of terminating minutes where it is not possible to know and therefore to send, the needed originating number information. A "floor" of 7.00 percent (%) will be set for terminating minutes lacking originating numbers for all switched access customers.

(1) When the percentage of terminating traffic without sufficient call detail to determine jurisdiction does not exceed the sum of the floor plus a 2.00 percent (%) grace threshold or 9.00 percent (%), the Telephone Company will apply the PIU factor, either provided by the customer or as set forth in section (C)(1).

(2) When the percentage is greater than 9.00 percent (%), the Telephone Company will assess rates from this tariff on all minutes exceeding the floor. For example, if 30 percent (%) of a customer's terminating minutes sent to the Telephone Company do not contain sufficient originating information to allow the Telephone Company to determine the originating location, then the Telephone Company would apply the provisions of this tariff to those minutes exceeding the floor, or 23 percent (%) in this example.

In the event that the Telephone Company applies rates to terminating calls without originating number information as provided in this tariff, customers will have the opportunity to request backup documentation of the Telephone Company's basis for such application, and further request that the Telephone Company change the application of the intrastate access rate upon a showing by the customer of why the intrastate rate should not be applied.

(N)

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(A) Jurisdictional Reports - Switched Access (Cont'd)

(2) Feature Groups A and B

- (a) Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.
- (b) When a customer orders Feature Group A or Feature Group B Switched Access Service the customer shall, in its order, state the projected intrastate percentage for intrastate usage for each Feature Group A or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well. If the customer adds or discontinues some but not all of the Feature Group A or Feature Group B Switched Access Services in a group, it shall provide a revised projected intrastate percentage for the overall services provided. The revised reports will serve as the basis for future billing and will be effective on the next bill date.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(A) Jurisdictional Reports - Switched Access (Cont'd)

(2) Feature Groups A and B (Cont'd)

- (c) For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the intrastate Feature Group A or Feature Group B Switched Access Service(s) information reported as set forth in (a) and (b) preceding will be used to determine the charges.

For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected interstate percentage to develop the interstate access minutes. The number of access minutes for the group minus the developed interstate access minutes for the group will be the developed intrastate access minutes.

(3) Feature Groups C and D

When a customer orders Feature Group C or Feature Group D Switched Access Service(s) the customer may provide the projected intrastate usage for each end office in its order. The Telephone Company, where the jurisdiction can be determined from the call detail, will determine the projected intrastate percentage as follows:

- For originating access minutes, the projected intrastate percentage will be developed on a monthly basis by end office where the Feature Group C or Feature Group D Switched Access Service access minutes are measured by dividing the measured intrastate originating access minutes (the access minutes where the calling number and called number are in the same state) by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(A) Jurisdictional Reports - Switched Access (Cont'd)

(3) Feature Groups C and D (Cont'd)

The Telephone Company, where the jurisdiction can not be determined from the call detail, will determine the projected interstate percentage as follows:

- When originating call details are insufficient to determine the jurisdiction for the call (e.g., 800/888/877 Access Service), the customer must supply the projected interstate percentage.
- For terminating access minutes, the customer may supply the interstate percentage or the customer may allow the originating access minute percentage as listed above to be used to develop the projected interstate percentage for such terminating access minutes. Customers choosing not to supply a PIU for terminating Feature Group C or D Switched Access service may continue to allow the Company to develop this PIU based upon the percentage for originating access minutes. This percentage shall be used by the Company as the interstate percentage for such call detail.
- For Switched Entrance Facilities, Switched Direct Trunk Transport, Switched Transport Multiplexing and CIP, the customer may allow the originating access minute percentage as listed above to be used to develop the projected interstate percentage for such dedicated switched transport service.
- When a customer employs the use of 700 or 900 Service Access Codes over Feature Group D Switched Access, the customer must provide the Company with the projected percentage of interstate use for the 700 or 900 calls made. The remaining percentage will be assumed intrastate percentage.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(B) Billing Disputes Involving Jurisdictional Reports - Switched Access

For Switched Access, if a billing dispute arises concerning the projected intrastate percentage, the Telephone Company will ask the customer to provide the data the customer uses to determine the projected intrastate percentage. The Telephone Company will not request such data more than once a year. The customer shall supply the data within thirty (30) days of the Telephone Company request. The customer shall keep, for a minimum of 12 months, records of call detail from which the percentages of intrastate and intraLATA use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentages. At a minimum for annual PIU revisions, the information used by the Customer to support the revised PIU must reflect usage (either actual or a representative sample) for each quarter of the prior calendar year. No change will be made to existing PIU's until the detail has been provided to warrant such change. If the Customer refuses to provide supporting information, a default PIU of 50% will be used.

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2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Intrastate Charges for Mixed  
Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage determined as set forth in 2.3.11(C) preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate.

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The intrastate percentage may change as revised usage reports are submitted as set forth in 2.3.11 preceding.



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## ACCESS SERVICE SECTION 2 - GENERAL REGULATIONS

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.13 Identification and Rating of VoIP-PSTN Traffic

##### (A) Scope

- (1) VoIP-PSTN traffic is defined as traffic exchanged over the public switched telephone network ("PSTN") facilities that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of toll VoIP-PSTN ("toll VoIP") traffic that in the absence of an interconnection agreement will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing toll VoIP traffic from the customer's total intrastate access traffic, so that toll VoIP traffic will be billed in accordance with the FCC Order.
- (2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with the FCC Order.

##### (B) Rating of toll VoIP-PSTN traffic

The Telephone Company will bill toll VoIP-PSTN traffic which it identifies in accordance with this tariff section at rates equal to the Telephone Company's applicable tariffed interstate switched access rates.

##### (C) Calculation and Application of Percent-VoIP-Usage Factor

On April 25, 2012 the FCC released its Second Order of Reconsideration in WC Docket No. 10-90, etc., FCC Release No. 12-47 ("Reconsideration Order") which affected the compensation of originating VoIP-PSTN traffic. In compliance with the Reconsideration Order, applicable interstate access rates will apply to originating VoIP-PSTN traffic for the period of December 29, 2011 through July 12, 2012. Beginning July 13, 2012 through June 30, 2014 originating VoIP-PSTN traffic will be rated at the applicable intrastate access rates. Effective July 1, 2014 originating VOIP-PSTN traffic will be rated at interstate access rates.

(N)

The Telephone Company will determine the number of toll VoIP traffic minutes of use ("MOU") to which it will apply its interstate rates under subsection (B), above, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Telephone Company end user and delivered to the customer and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by a customer to the Telephone Company's end user. The OPVU and TPVU will be derived and applied as follows:

(N)

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2.3 Obligations of the Customer (Cont'd)

2.3.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

- (1) The Telephone Company will calculate and implement an OPVU factor representing a whole number percentage based on total traffic originated by Telephone Company end users in IP format and delivered to the customer in the State. The customer will calculate and furnish to the Telephone company an OPVU factor, along with supporting documentation, representing the whole number percentage of the customers total originating traffic that is received from the Telephone Company and terminates in IP format in the State. The Telephone Company will add the customer-calculated OPVU factor to the Telephone Company-calculated OPVU factor and apply the total of the two factors to the customer's originating intrastate access MOUs. (MOUs subject to the provisions of the Reconsideration Order discussed above).
- (2) The customer will calculate and furnish to the Telephone Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and originated in IP format. If applicable, the Telephone Company will calculate a TPVU factor representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Telephone Company in the State that is sent to the Telephone Company and which terminated in IP format. The Telephone Company will add the customer-calculated TPVU factor to the Telephone Company-calculated TPVU factor and apply the total of the two factors to the customer's terminating intrastate access MOUs.
- (3) The TPVU and supporting documentation shall be based on information that is verifiable by the Telephone Company including but not limited to the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.
- (4) After the Telephone Company verifies the TPVU provided by the customer the Telephone Company will apply the TPVU factor to the associated terminating intrastate access MOU as indicated in Sections (D) and/or (E) below.

(C)(M)

(C)(M)

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2.3 Obligations of the Customer (Cont'd)

2.3.13 Identification and Rating of VoIP-PSTN Traffic (Cont'd)

(C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)

In the event that the Telephone Company can not verify the customer's TPVU, the Telephone Company will request additional information to support the TPVU, during this time no changes will be made to the existing TPVU. The customer shall supply the requested additional information within 30 days of the Telephone Company's request; no changes will be made to the existing TPVU prior to requested information being provided. Once the additional requested information is received from the customer the Telephone Company will review the information within 30 days. If after review of the additional information, the customer and Telephone Company establish a revised and mutually agreed upon TPVU factor, the Telephone Company will begin using the new factor with the next bill period.

If the dispute is unresolved the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed TPVU factor will be used by the Telephone Company.

(M)

(D) Initial OPVU and TPVU Factor

In calculating the initial OPVU and TPVU factor(s), the Telephone Company will take the factor(s) provided by the customer and/or developed by the Telephone Company into account retroactively to January 1, 2012, provided that the factor(s) and supporting documentation are provided as specified in subsection (C) above to the Telephone Company no later than 15 days after the effective date of this tariff. If the customer does not furnish the Telephone Company with a TPVU factor pursuant to the preceding subsection (C), the initial factor will be zero.

(M)

(E) OPVU and TPVU Factor Updates

The customer may update the TPVU factor and request the Telephone Company update the OPVU factor semi-annually using the method set forth in subsection (C), above. If the customer chooses to submit such updates and requests, it shall forward to the Telephone Company, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by the Telephone Company the revised TPVU factor along with the revised Telephone Company developed OPVU will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

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2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) Deposits

The Telephone Company will only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at a rate as prescribed from time to time by the Public Service Commission.

The rate will be computed as simple interest for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) Bill Dates

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

(1) Switched Access Service

For Switched Access Service, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period.

The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in (B)(1) preceding for Switched Access Service provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shorter interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties (Cont'd)

- (2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be: .000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(D) Valid Billing Dispute

A valid billing dispute consists of written documentation specifically listing the total dollar amount of the dispute, specific rate elements being disputed and their dollar amounts. The dispute must be received in writing within 30 days after the due date of the bill. At least one of the seven following reasons must be given for the dispute to be considered valid.

1. Incorrect rate
2. Error in quantity (i.e., minutes or quantity of circuits incorrect.)
3. Service no longer exists.
4. Invalid factors
5. Incorrect customer being billed.
6. Invalid Purchase Order Number (PON)
7. Backbilling

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(D) Valid Billing Disputes (Cont'd)

Refusal to pay an entire bill or any portion thereof without written supporting documentation, will not be considered a valid dispute and will be handled as a non payment in accordance with Section 2.4.1(C) above.

(E) Billing Disputes in Favor of the Telephone Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C)(2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

(F) Billing Disputes Resolved in Favor of the Customer

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund any overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(F) Billing Disputes Resolved in Favor of the Customer(Cont'd)

The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be: .000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(G) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.

(H) Rounding of Charges

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

(I) Retroactivity for Overbilling/Underbilling of Charges and Payments

All actions by any carrier or the company for recovery of charges and/or payments must be initiated within two years from the time the cause of action occurs. Such actions are governed by the provisions of Section 415 of the Communications Act of 1934.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those services set forth in Section 6. (Switched Access Service), or as otherwise specified.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12. following, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.2.1 following. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

Service interruptions for Specialized Service or Arrangements provided under Section 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

1. Switched Access Service

For switched access service, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

(2) Credit Allowances Cannot Exceed Monthly Rate

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Section 16, Special Construction, of this tariff. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

(E) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company

When an Access Service is provided by more than one Telephone Company, the Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (A) and (B) following based upon the interconnection arrangements between the Telephone Companies and the availability of measurement capability. The Telephone Company will notify the customer which of the billing methods will be used. The customer will place the order for the service as set forth in 5.3 following dependent upon the billing method.

The billing method set forth in (A) following is applicable only to interconnection arrangements between Exchange Telephone Companies involved in the provision of Feature Group A Switched Access Service where the Exchange Telephone Companies have not agreed to use multiple company billing. The billing methods set forth in (B) following are applicable to interconnection arrangements between Exchange Telephone Companies involved in the provision of all Access Services, with the exception of those instances where the provisions of (A) are available.

In accordance with the Federal Communications Commission's Memorandum Opinion and Order in CC Docket 86-106, adopted July 20, 1987, the Telephone Company will adhere to the standards set forth in the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines when providing access service under Multiple Company (Interconnection Point) Billing arrangements.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(A) Non-Meet Point Billing

(1) Single Company Billing/Single Bill Option

The Telephone Company receiving the order from the customer, as specified in 5.3.1(A) following, will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access Services tariff as provided for under Feature Group A or Private Line Revenue Sharing Agreements.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing - Switched Access

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for Feature Groups B, C and D Switched Access Services. It is optional for Feature Group A Switched Access Service.

For usage rated access services the access minutes of use will be determined by the Initial Billing Company and used by the Initial Billing Company and any Subsequent Billing Company(s) for the development of access charges.

- The Initial Billing Company for Feature Groups B, C and D Switched Access Services is normally the end user's end office, for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Telephone Company office, the Telephone Company will notify the customer.
- The Subsequent Billing Company(s) is any Telephone Company(s) in whose territory a segment of Local Transport is provided and/or where the customer's Point of Termination is located.

There are two Meet Point Billing Options -- Single Bill and Multiple Bill.

The Telephone Company must notify the customer of:

- the Meet Point Billing Option that will be used,
- the Telephone Company(s) that will render the bill(s)
- the Telephone Company(s) to whom payment(s) should be remitted, and
- the Telephone Company(s) that will provide the bill inquiry function.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing - Switched Access (Cont'd)

The Telephone Company shall provide such notification at the time that orders are placed for access service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any changes.

The Telephone Company that renders the bill -- the Bill Rendering Telephone Company -- will include on the access service bill, based upon Industry Standards as described in the MECAB and MECOD Guidelines, cross reference(s) to the other Telephone Company(s) service and the common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering Telephone Company will apply.

(1) Single Bill Option

(a) Single Bill/Single Tariff

Each Telephone Company will receive an order or a copy of the order from the customer as specified in 5.3.2 following and arrange to provide the service. The Bill Rendering Telephone Company will:

- determine and include all other recurring and nonrecurring rates and charges of its access tariff; and
- forward the bill to the customer.

The customer will remit the payment to the Bill Rendering Telephone Company.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing - Switched Access (Cont'd)

(2) Multiple Bill Option

Each Telephone Company will receive an order or a copy of the order from the customer as specified in 5.3.2 following. Each Telephone Company will be the Bill Rendering Telephone Company and will:

- prepare its own bill;
- determine its charge(s) for Local Transport and/or Channel Mileage as set forth in (c) following;
- determine and include all other recurring and nonrecurring rates and charges of its access tariff;
- bill in accordance with its access tariff; and
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Telephone Company.

(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges

Each Telephone Company's portion of the Local Transport and Channel mileage will be determined as follows:

- (a) Determine the appropriate Local Transport or Channel Mileage by computing the number of airline miles between the Telephone Company premises (end office, access tandem or serving wire centers for Switched Access) using the V&H method set forth in 6.4.6 following.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing - Switched Access (Cont'd)

(3) Determination of Meet Point Billed Local Transport and Channel Mileage Charges (Cont'd)

(b) Determine the billing percentage (BP), as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, which represents the portion of the service provided by each Telephone Company.

(c) For Feature Groups A, B, C and D Switched Access Services, (1) multiply the number of access minutes of use times the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Local Transport Facility rate; (2) multiply the Local Transport Termination rate times the number of access minutes.

The Local Transport Termination rate is applied as set forth in 6.1.3(A) following. The Switched Access Nonrecurring Charges are applied as set forth in 6.4.1(B) following. (Note: The BP is not applied to either the Switched Access Local Transport Termination Recurring Rate or any Nonrecurring Charge.)

(d) When three or more Telephone Companies are involved in providing an Access Service, the intermediate Telephone Company(s) will determine the appropriate charges as set forth in (c) and (d) preceding, except the Local Transport Termination or Channel Mileage Termination rate does not apply at the intermediate Telephone Company(s) offices.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(C) Example - Switched Access

(1) Layout

- a) Feature Group C Switched Access is ordered to End Office A.
- b) End Office A is in operating territory of Telephone Company A.
- c) Customer designated premises is in operating territory of Telephone Company B (Non-Windstream).

Telephone Company A  
(EC A)  
Operating Territory

Telephone Company B  
(EC B) (Non-Windstream)  
Operating Territory

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### 2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### 2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

##### (C) Example - Switched Access (Cont'd)

The following examples reflect the rate calculations for a Windstream end office company (EC A). Rates for a Non-Windstream company would appear in that company's access tariff.

##### (2) Assume:

Airline miles (ALM) EC A premises to EC B premises =  
22.1, rounded = 23.

Billing Percentage (BP)

EC A = 20%

EC B = 80%

Access Minutes (AM) = 9000

Local Transport Rates:

EC A: Local Transport Facility Rate = LT FAC

Local Transport Termination Rate = LT TERM

##### (3) BP Rate Calculation:

Formula:

Access Minutes (AM) x Airline Miles (ALM) x Billing  
Percentage (BP) x Local Transport Facility Rate (LT  
FAC) + [Local Transport Termination Rate (LT TERM) x  
Access Minute (AM)] = Total

Calculation

EC A

AM ALM BP LT FAC LT TERM AM  
9000 x 23 x .20 x LT FAC + [LT TERM x 9000] = TOTAL

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(D) Meet Point Billing - Special Access

(1) Multiple Bill Method

Each Company will receive an order or a copy of the order from the customer, or the company who received the customer request. Each Company will be the Bill Rendering Company and will:

- prepare its own bill;
- determine its charge(s) as set forth in its tariff
- determine and include all other recurring and nonrecurring rates and charges of its tariff;
- bill in accordance with its tariff; and
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Company.

(2) Determination of Meet Point Billed Recurring Interoffice Variable Mileage Charges.

The Meet Point Billing method will be applied to charges which are based upon variable mileage rates. The rules regarding Fixed Mileage charges are outlined in section 2.4.7.D.(3).

- (a) Determine the appropriate Interoffice Mileage by computing the airline miles between serving wire centers using the V&H coordinates method where applicable. The mileage to be used to determine the monthly charge for Variable Interoffice Mileage is calculated on the airline distance between the central offices serving the customer's locations. Rounding of fractional miles will be to the next highest increment. This method is set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 for Wire Center Information (V&H coordinates);

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(D) Meet Point Billing - Special Access (Cont'd)

(2) Determination of Meet Point Billed Recurring Interoffice Variable Mileage Charges. (Cont'd)

- b. Use the billing percentage (BP) as determined by the companies involved which represents the portion of the service provided by each Company.
- c. Multiply the number of airline miles, as set forth in (A) preceding, times the BP for each Company, as set forth in (B) preceding, times the Channel Mileage Facility rate listed in section 17.6;

(3) Determination of Fixed Mileage Based Charges, Non-Recurring and Recurring

NOTE: Unless otherwise specified in this tariff, recurring and non-recurring charges for Private Line Service will be determined as defined in A. and B. following.

a. Non-Recurring Charges

The applicable non-recurring Service Charges and Channel Connection Charges for establishing or modifying a circuit are to be billed by each company with a serving wire center where the circuit terminates. Windstream New York will bill non-recurring charges as identified in section 17.6 following.

b. Recurring Charges

Windstream New York will bill Interoffice Channel Mileage Termination fixed charges as identified in section 17.6 following.



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

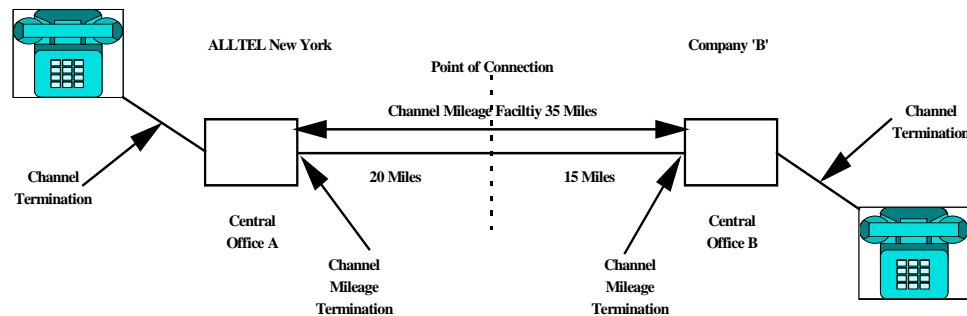
2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(D) Meet Point Billing - Special Access (Cont'd)

(4) Meet Point Billing Illustrations

- a. *Figure A*, depicts a multi-company 4 Wire Voice Grade Private Line Circuit between two companies. It also demonstrates how the private line circuit charges are billed for Windstream New York's portion of the network.

*Figure A:*



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(D) Meet Point Billing - Special Access (Cont'd)

(4) Meet Point Billing Illustrations (Cont'd)

Figure A: (Cont'd)

**Total Charges Windstream New York**

<u>Qty</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
1	Service Charge	\$56.00	\$56.00
1	Central Office Line Charge	\$50.05	\$50.05
1	Private Installation Charge	\$159.00	\$159.00
1	Premise Visit	\$19.00	\$19.00
	Total Non-Recurring Charges		\$284.05
1	4 Wire Channel Termination	\$40.61	\$40.61
1	4 Wire Voice Functionality	\$19.99	\$19.99
1	Channel Mileage Termination	\$18.43	\$18.43
20	Channel Mileage Facility	\$12.67	<u>\$253.40</u>
	Total Monthly Recurring Charges		\$322.43

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

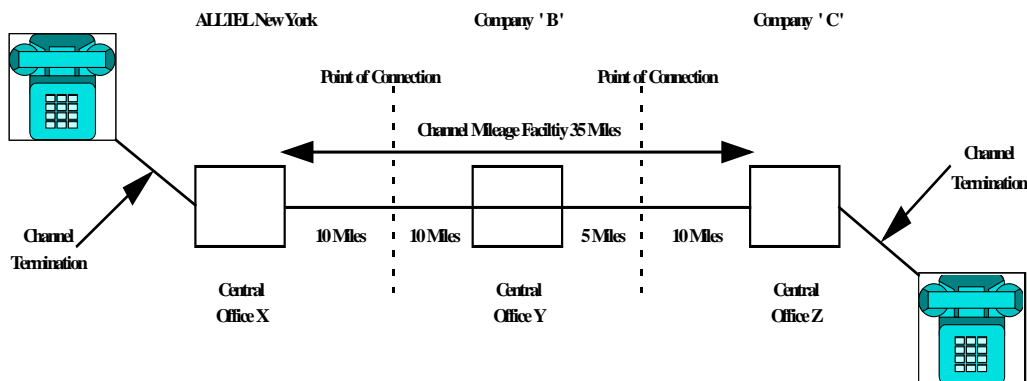
2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(D) Meet Point Billing - Special Access (Cont'd)

(4) Meet Point Billing Illustration (Cont'd)

- a. *Figure B*, depicts a multi-company 1.544 Mbps Hi Cap Private Line Circuit between three companies. It also demonstrates how the private line circuit charges are billed for Windstream New York's portion of the network.

*Figure B:*



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(D) Meet Point Billing - Special Access (Cont'd)

(4) Meet Point Billing Illustration (Cont'd)

Figure B. (Cont'd)

**Total Charges Windstream New York**

<u>Qty</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
1	Service Charge	\$56.00	\$56.00
1	Central Office Line Charge	\$585.00	\$585.00
1	Premise Visit	\$19.00	\$19.00
	Total Non-Recurring Charges		\$660.00
1	Channel Termination	\$269.93	\$269.93
1	Channel Mileage Termination	\$64.89	\$64.89
10	Channel Mileage Facility	\$41.53	<u>\$415.30</u>
	Total Monthly Recurring Charges		\$750.12

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2.5 Connections

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

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2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit access code assigned by the Telephone Company to an individual customer. The Carrier Access Code (CA) has the form 101XXXX, and the Carrier Identification Code (CIC) has the form 950-1XXX or 950-0XXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of exchange facilities in the provision of interstate or foreign service. On the originating end of an interstate or foreign call, usage is measured from the time of the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer designated premises.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

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2.6 Definitions

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, the Company should be contacted at the address shown below.

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 a.m. to 11:00 p.m. period for the Feature Group Service ordered. This customer specified BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group Service ordered.

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

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2.6 Definitions (Cont'd)

Central Office

See End Office.

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Telephone Company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.



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2.6 Definitions (Cont'd)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Coin Station

See Pay Telephone.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (ICs), End Users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.

(C)  
|  
(C)

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2.6 Definitions (Cont'd)

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service. Additionally, Telephone Company Centrex CO and CO-like switches and packet switches included in Public Packet Switching Network (PPSN) Service are considered to be a customer designated premises for purposes of this tariff.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to O

The term "Decibel Reference Noise C-Message Referenced to O" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

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2.6 Definitions (Cont'd)

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

Effective 2-Wire

The term "Effective 2-Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective 2-wire channels may be terminated with 2-wire or 4-wire interfaces.

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2.6 Definitions (Cont'd)

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a 2-wire interface at the customer's premises. However, when terminated 2-wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

End Office

The term "End Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

End User

The term "End User" means any customer of an intrastate telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Enhanced Service

The term "Enhanced Service", as defined in Part 64 of the F.C.C.'s Rules and Regulations, are services "...offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information."

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2.6 Definitions (Cont'd)

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP). [ELEPL = EPL - TLP (send) + TLP (receive)].

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004-Hz loss on a terminated test connection between two readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

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2.6 Definitions (Cont'd)

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company at which switching occurs on the terminating path of a call proceeding from the customer designated premises to the terminating end office and, at the same time, the last Telephone Company at which switching occurs on the originating path of a call proceeding from the originating end office to the customer designated premises.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Grandfathered

The term "Grandfathered" denotes Terminal Equipment, Multiline Terminating Systems and Protective Circuitry directly connected to the facilities utilized to provide services under the provisions of this tariff, and which are considered grandfathered under Title 47 of the Code of Federal Regulations.

Host Central Office

The term "Host Central Office" denotes an electronic local Telephone Company End Office where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. Additionally, this type of End Office contains the central call processing functions which service itself and its Remote Switching Modules/Systems.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

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2.6 Definitions (Cont'd)

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4 wire portion of the transmission path, including the hybrid, are not included in the specification.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Installation and Repair Technician

The term "Installation and Repair Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, outside of the Telephone Company Central Office and generally at the customer designated premises.

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges.

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2.6 Definitions (Cont'd)

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four tones, and evaluating the ratios (in dB) of the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes days other than Saturday or Sunday for which the Telephone Company is normally closed. These include New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed and other locally observed holidays when the Telephone Company is closed.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

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2.6 Definitions (Cont'd)

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a major fraction thereof would be any period of time in excess of 12 hours exactly. Therefore, if a given service is interrupted for a period of thirty-six hours and fifteen minutes, the customer would be given a credit allowance for two twenty-four hour periods for a total of forty eight hours.

Message

The term "Message" denotes a "call" as defined preceding.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement in an end office which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customers' premises from the Telephone Company end office.

Mobile Telephone Switching Office (MTSO)

The term "Mobile Telephone Switching Office (MTSO)" denotes a Cellular Mobile Carrier (CMC) switching system that is used to terminate mobile stations for purposes of interconnection to each other and to trunks interfacing with the public switched network.

Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charge signals), address signaling (e.g., dialing), calling and called number identifications, rate of flow, service selection error control and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the telecommunications system.

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2.6 Definitions (Cont'd)

Nonsynchronous Test Line

The term "Nonsynchronous Test Line" denotes an arrangement in step-by-step end offices which provides operational tests which are not as complete as those provided by the synchronous test lines, but can be made more rapidly.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement in an end office which provides an open circuit termination of a trunk or line by means of an inductor of several Henries.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an End User Premises to an IC Premises.

Pay Telephone

The term "Pay Telephone" denotes a coin or coinless instrument provided in a public or semipublic place where Payphone Service Provider customers can originate telephonic communications and pay the applicable charges by (1) inserting coins into the equipment, or (2) using a credit card, or (3) third party billing the call or (4) calling collect.

Payphone Service Provider

The term "Payphone Service Provider" denotes an entity that provides pay telephone service, which is the provision of public, semi-public or inmate pay telephone service.

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2.6 Definitions (Cont'd)

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

Premises

The term "Premises" denotes a building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

Remote Switching Modules/Systems

The term "Remote Switching Modules/Systems" denotes small, remotely controlled electronic end office switches which obtain their call processing capability from an electronic Host Central Office. The Remote Switching Modules/Systems cannot accommodate direct trunks to an IC.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

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2.6 Definitions (Cont'd)

Service Access Code

The term "Service Access Code" denotes a 3 digit code in the NPA format which is used as the first three digits of a 10 digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 800/888/877 and 900 codes.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Telephone Company.

Seven Digit Manual Test Line

The term "Seven Digit Manual Test Line" denotes an arrangement which allows the Customer to select balance, milliwatt and synchronous test lines by manually dialing a seven digit number over the associated access connection.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Telephone Company does not have appropriate cable, switching capacity, bridging or, multiplexing equipment, etc., necessary to provide the Access Service requested by the customer.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides for an ac short circuit termination of a trunk or line by means of a capacitor of at least four microfarads.

Signal-to-C-Notched Noise Ratio

The term "Signal-to-C-Notched Noise Ratio" denotes the ratio in dB of a test signal to the corresponding C-Notched Noise.

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2.6 Definitions (Cont'd)

Singing Return Loss

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement in an end office which performs marginal operational tests of supervisory and ring-tripping functions.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC premises to an End User Premises.

Toll VoIP-PSTN Traffic

The term "Toll VoIP-PSTN Traffic" denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

(N)  
|  
(N)

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

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2.6 Definitions (Cont'd)

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

Two-Wire to Four-Wire Conversion

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

Uniform Service Order Code

The term "Uniform Service Order Code" denotes a three or five character alphabetic, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Telephone Company billing system to generate recurring rates and nonrecurring charges.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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2.6 Definitions (Cont'd)

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with the closed-end of WATS or WATS-type services.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

2.7 State Revenue Taxes

Rates and charges that apply to the provision of telephone service are subject to New York State revenue taxes.

The applicable Gross Revenue Surcharge rates are shown on a statement which is attached to this tariff. Any changes to these rates will be filed on 15 days' notice to customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such tax, the Commission may approve new surcharge factors, and the Company will file revised surcharges as directed by the Commission.