## The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

## **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" In Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of Frontier Communications ) Online and Long Distance, Inc. to Detariff Services and make ) other changes related to the Implementation of Case No. 10- 1010-TP-ORD	TRF Docket No. 90- <u>6394-TP</u> .  Case No. 11- <u>4931</u> - <b>TP</b> - <b>A</b> NOTE: Unless you have reserved a fields BLANK.	ΓA
Name of Registrant(s) Frontier Communications and Online and Lo	ong Distance, Inc.	
DBA(s) of Registrant(s)		
Address of Registrant(s) 180 S. Clinton Avenue, Rochester, NY 14	<u>646</u>	
Company Web Address www.frontier.com		
Regulatory Contact Person(s) Rachel Winder	Phone <u>614-578-999</u> 9	Fax 740 <u>-548-1607</u>
Regulatory Contact Person's Email Address Rachel.winder@ftr.com	<u>n</u>	
Contact Person for Annual Report Cassandra Cole		Phone <u>740-383-0490</u>
Address (if different from above) 1300 Columbus Sandusky Road I	N, Marion, Oll 43302	
Consumer Contact Information Cassandra Cole		Phone <u>740-383-049</u> 0
Address (if different from above) 1300 Columbus Sandusky Road	N. Marion, OH 43302	
D . 1 T		

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	ILEC	CLEC_	⊠ cτs
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services			
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)			

#### Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
$\square$	Exhibit B	The proposed revised tariff pages.
$\overline{\boxtimes}$	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
	1	information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule
\ <del>-</del>		4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to
		Customers

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT** 

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

## EXHIBIT A

(Existing Affected Tariff Pages)

## FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC. (C) P.U.C.O. Tariff No. 1 First Revised Title Page Replaces Original Title Page

## TITLE SHEET

#### P.U.C.O. Tariff No. 1

#### FRONTIER COMMUNICATIONS ONLINE AND LONG DISTANCE INC.

(C)

#### 90-6394-TP-TRF Case No. 09-455-TP-ACE

Resale Telecommunications Services	Page Reference
Operator Services	27 30
30	70

This Tariff describes the Company's Regulated Service Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Price List of Detariffed / Nonregulated Services not included in this tariff on the Company's website at: www.frontier.com

Issue Date: July 22, 2010 Effective: August 3, 2010

In Compliance with The Public Utilities Commission of Ohio Case No. 10-1011-TP-COI by Kenneth Mason, Vice President of Government and Regulatory Affairs

#### CHECK SHEET

Sheets of this tariff indicated below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		26	Original	*	111000	(ID TIDIOIT
I	Original	*	27	Original	*		
2	Original	*	28	Original	*		
3	Original	•	29	Original	*		
4	Original		30	Original	*		
5	Original	*		21-6-11-11			
6	Original	*					
7	Original	*					
8	Original	*					
9	Original	*					
10	Original	*					
11	Original	*					
12	Original	*					
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22	Original	*					
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24	Original	*					
25	Original	*					
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<sup>\* -</sup> indicates those pages included with this filing

Issue Date: June 14, 2010 Effective: July 1, 2010

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Kenneth Mason 180 South Clinton Ave. Rochester, New York 14646

#### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C Changed regulation.
- D Delete or discontinue.
- I Change Resulting in an increase to a Customer's bill.
- M Moved from another tariff location.
- N New
- R Change resulting in a reduction to a Customer's bill.
- T Change in text or regulation.

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#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).
2.1.1.A.1.(a).L.(i).
2.1.1.A.1.(a).L(i).
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D. Check Sheets - When a tariff filing is made with the PUCO, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PUCO.

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#### APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate, interexchange resale common carrier communications service by New Communication Online and Long Distance Inc.

This tariff is available for review at the offices of New Communication Online and Long Distance Inc., located at 180 South Clinton Ave., Rochester, New York 14646 and online at the Company's website at: www.frontier.com.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions are applicable to this tariff:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Business Customer - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Calling Card Call - A Calling Card Call is an operator assisted or automated call placed by a Customer where the call charges are billed to a local telephone company issued authorization code rather than to the originating or terminating telephone number.

Collect Call - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

Commission - The Public Utilities Commission of Ohio.

Company - New Communication Online and Long Distance Inc., except as otherwise indicated by the context.

Customer - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

LEC - Local Exchange Company.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Operator Station Call - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated.)

Person to Person Call - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premises - The physical space designated by the Customer for the termination of the Company's service.

PUCO - The Public Utilities Commission of Ohio.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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#### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

The Company is subject to the Commission's rules for Minimum Telephone Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4909:1-5-03 of the Administrative Code.

The Company's service is furnished to Customers for communications originating and terminating within the State of Ohio under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week.

Where network facilities and billing systems permit, the Company will block casual dialing.

Service may be terminated to the Customer, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

#### 2.2 Use of Service

- 2.2.1 Service may be used for any lawful purpose for which it is technically suited.
- 2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- 2.2.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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#### 2.3 Limitations of Service

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5 The Company reserves the right to refuse to process calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service.
- 2.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7 Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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#### 2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

#### 2.5 Liabilities of Company

- 2.5.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission.
- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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#### 2.5 Liabilities of Company, (Cont'd.)

2.5.6 Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they my have should a dispute arise.

#### 2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.6.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or emission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

#### 2.7 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commu

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#### 2.8 Installation

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

#### 2.9 Payment for Service

- 2.9.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt, Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25th day after the billing date or as allowed by law.
- 2.9.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.9.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.
- 2.9.4 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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#### 2.9 Payment for Service, (Cont'd.)

- 2.9.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise.
- 2.9.6 Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

#### 2.10 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

## 2.11 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

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#### 2.12 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff. All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

2.12.1 Service may be suspended by the Company, after applicable notice to the Customer, by blocking traffic to certain cities or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk.

#### 2.12.2 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

#### 2.12.3 Refusal, Suspension or Cancellation by the Company

- A. For Nonpayment: The Company, by 10 days notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination hability obligations set forth in this tariff.
- B. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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- 2.12 Discontinuance and Restoration of Service, (Cont'd.)
  - 2.12.3 Refusal, Suspension or Cancellation by the Company, (Cont'd.)
    - C. For Lack of Use: The Company, by written notice to the Customer, may refuse, suspend, or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
    - D. For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, after applicable notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction.
    - E. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend, or cancel service, without notice, in order to permit the Company to comply with any order or request of any court or governmental authority having jurisdiction.
    - F. For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension, or cancellation of service without notice.

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#### 2.12 Discontinuance and Restoration of Service, (Cont'd.)

#### 2.12.4 Notice of Discontinuance

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this tariff, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without 10 days notice to the Customer.

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#### 2.12 Discontinuance and Restoration of Service, (Cont'd.)

#### 2.12.4 Notice of Discontinuance, (Cont'd.)

- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. The Company will notify or attempt to notify through any reasonable means the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in its tariffs on file with the Commission. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

#### 2.12.5 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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#### 2.13 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer, Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information or a failure by the Customer to provide material information in an application for service, either written or verbal, shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such instances, the Company may terminate, suspend, or refuse service in accordance with this tariff without further obligation or liability to the Customer.

#### 2.14 Interconnection

- 2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

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#### 2.14 Interconnection, (Cont'd.)

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

#### 2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.16 Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to wireless company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the case of use, quality of service and to promote the sale of its services.

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#### 2.18 Other Rules

- 2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures. Where a calling card code cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the PUCO.
- 2.18.3 For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.18.4 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.18.4 Due to billing system limitations, where noted in this tariff, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.18.5 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the eard, or in the absence of a physical eard, on the date specified on the marketing material accompanying the complimentary calling service offer.

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#### 2.19 Toll Blocking Rules

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- 2.19.1 the Customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- 2.19.2 the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules),
- 2.19.3 the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

Toll Blocking is provided pursuant to the Minimum Telephone Service Standards as codified in the Ohio Administrative Code.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service require a deposit for toll service.

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to the Company, the company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.1 General

- 3.1.1 The Company provides telecommunications services between locations within the State of Ohio. The Company's service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2 Presubscribed service is offered from locations served with equal access end offices.
- 3.1.3 The Company's service is available twenty-four hours per day, seven days a week.
- 3.1.4 Unless otherwise specified in the product description in this tariff, services offered include interLATA and intraLATA long distance service where presubscription is available.

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia (formerly Bellcore), in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{||V_1 - V_2||^{-3} + ||H_1 - H_2||^{-2}}{10}}$$

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Kenneth Mason

#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Conf'd.)

#### 3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call,

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all station-to-station calls begins when connection is established between calling party and the called party and ends when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network, or by an operator.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in one minute increments unless otherwise indicated in this tariff. Any partial minute is rounded up to a full minute.
- 3.3.5 There is no billing applied for incomplete calls.

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#### SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

#### 3.4 Time-Of-Day Rate Periods

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all optional calling plan\_calls.

Day Rate Period

8:00 Am To 5:00\* Pm Monday Through Friday

**Evening Rate Period** 

5:00 Pm To 11:00\* Pm Sunday Through Friday

Night/Weekend Rate Period

11:00 PM to 8:00\* AM Sunday through Friday, all day Saturday

and Sunday until 5:00\* PM

Unless otherwise specified in the product description in this tariff, calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs; calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

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Issued By:

Kenneth Mason 180 South Clinton Ave.

Rochester, New York 14646

<sup>\*</sup> to, but not including

#### SECTION 4 - MISCELLANEOUS SERVICES

#### 4.1 Operator Services

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.1.1 Operator services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.8 below.
- 4.1.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Section 4.1.7.
- 4.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

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#### SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

#### 4.1 Operator Services, (Cont'd.)

4.1.6 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NPA-NXX exchanges, or individual telephone numbers, or by blocking calls using certain Customer Authorization Codes or Calling Cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer or Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

#### 4.1.7 Per Call Service Charges

The following Per-Call Service Charges apply in addition to the charges specified in Section 4.1.8 Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

Customer Dialed Calling Card Station	\$0.00
Operator Assisted Calling Card Station	\$2.50
Operator Assisted Station to Station:	\$2.50
Billed Collect: Billed to Third Party	\$2.50 \$2.50
Operator Assisted Person to Person	\$2.75

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## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd.)

## 4.1 Operator Services, (Cont'd.)

## 4.1.8 Per Minute Usage Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. Partial minutes are rounded up to the next minute.

## A. IntraLATA Usage Rates

Day		Evening		Night/Weekend	
Initial	Each Add'l	Initial	Each Add'l	Initial	Each Add'l
Minute	Minute	Minute	Minute	Minute	Minute
\$0.3600	\$0.3600	\$0.3600	\$0,3600	\$0.3600	\$0.3600

## B. InterLATA Usage Rates

	Day	Evening		Night/Weekend		
lnitial	Each Add'l	Initial	Each Add'l	Initial	Each Add'l	
Minute	Minute	Minute	Minute	Minute	Minute	
\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0.3600	\$0,3600	

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#### SECTION 5 - PROMOTIONS

#### 5.1 Promotions - General

From time to time the Company shall, at its option, offer promotions to stimulate subscription or network usage including, but not limited to, offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will be effective upon filing with the PUCO.

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## EXHIBIT B (Proposed Revised Tariff Pages)

This Exhibit is not applicable; all of the Applicant's services are hereby detariffed.

## EXHIBIT C (Narrative Summarizing Changes)

This Applicant hereby detariffs its services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD.

## EXHIBITS D and E (Customer Notice and Affidavit)

These Exhibits are not applicable; no customer notice is required because no additional services have been detariffed.

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM For Non-BLES Carriers

## Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011)

Company Name Frontier Communications Online and Long Distance, Inc.
Company Address 180 South Clinton Avenue, Rochester, New York 14646
Company Web Address WWW.frontier.com
Regulatory Contact Person Rachel Winder Phone 614-578-9999 Fax 740-548-160
Regulatory Contact Person's Email Address rachel.winder@ftr.com
Contact Person for Annual Report Cassandra Cole Phone 740-383-0490 Fax
Consumer Contact Information Cassandra Cole Phone 740-383-0490 Fax
TRF Docket No. 90 - 6394-TP-TRF
I. Company Type (Check all applicable):
Non-BLES CLEC IXC Other (explain)
II. Services offered (Check all applicable):
Toll services (intrastate)
Local Exchange Service (i.e., residential or business bundles)
Other (explain)
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):
☐ Toll Presubscription
☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
□ N-1-1 Service
Pole Attachment and Conduit Occupancy
Pay Telephone Access Lines
☐ Inmate Operator Service
□ Telephone Relay Service
*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier

rules found in Chapter 4901:1-7, Ohio Administrative Code.

## Part IV. - Attestation

## Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

	Lam an officer/agent of the carrier/telephone company. hachel Winder, and am authorized to make statements on it behal
	(Name) I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.
2	I declare under penalty of perjury that the foregoing is true and correct.    Cachal H Wanadla, Manager, Gove + Reg A Hawa  (Signature and Title)    9 - 6 - 11   (Date)

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

9/6/2011 12:42:20 PM

in

Case No(s). 11-4931-TP-ATA, 90-6394-TP-TRF

Summary: Application of Frontier Communications Online and Long Distance, Inc. to detariff services electronically filed by Ms. Rachel G Winder on behalf of Frontier Communications and Online and Long Distance, Inc.