

May 15, 2008

Ms. Renee J. Jenkins Director of Administration Public Utilities Commission of Ohio 180 East Broad Street Columbus, OH 43215

Dear Ms. Jenkins:

On behalf of Frontier Communications of America, Inc. ("Frontier"), I am filing an Application to de-tariff all information in this tariff related to the implementation of Case No. 06-1345-TP-ORD. Included in the Application is the Commission's Telecommunications Application Form for Detariffing and Related Actions, Exhibit A (existing affected tariff pages), Exhibit B (proposed revised tariff pages) Exhibit C (narrative summarizing changes proposed in the Application), Exhibit D (explanation of website and customer notice), Exhibit E (copy of customer notice which as sent out via bill message on March 1), and Exhibit F (affidavit indicating that customer notice was sent to customers). The attached revised tariff completely replaces the current tariff on file with the PUCO.

This Application is made in order to conform Frontier Communications of America, Inc. to the Commission's Rules in Case No, 06-1345-TP-ORD. All long distance information is not required to be filed in Frontier's filed tariff in accordance with Rule 4901:1-06-05 and have been deleted with this filing but are included in a Competitive Telecommunications Services catalog which will be posted on Frontier's website, www.frontieronline.com.

If you have any questions, please contact me at (952) 491-5534, or sbohler@czn.com.

Sincerely,

Scott Bohler

Satt Boll

Manager, Government and External Affairs Frontier Communications of Michigan 2378 Wilshire Boulevard Mound, MN 55364 (952) 491-5534 (office) (952) 491-5515 (fax) sbohler@czn.com

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

## **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Frontier Communications ) of America, Inc. to Detariff Certain Long Distance services to ) comply with the Implementation of Case No. 06-1345-TP- ) ORD	TRF Docket No. 90-5674 Case No 08 -373 - <b>TP</b> - A NOTE: Unless you have reserved a fields BLANK.	
Name of Registrant(s) Frontier Communications of America, Inc.		
DBA(s) of Registrant(s)		
Address of Registrant(s) 109 Randolph Street, Brooklyn, MI 49230		
Company Web Address <u>www.frontieronline.com</u>		
Regulatory Contact Person(s) Scott Bohler	Phone (952) 491-5534	Fax (952) 491-5515
Regulatory Contact Person's Email Address Scott.Bohler@frontiercorp	o.com	
Contact Person for Annual Report Scott Bohler		Phone (952) 491-5534
Address (if different from above) 2378 Wilshire Boulevard, Mound, M	IN 55364	
Consumer Contact Information Scott Bohler		Phone (952) 491-5534
Address (if different from above)		

#### Part I – Tariffs

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	□ CTS
Business Tier 2 Services			
Residential & Business Toll Services			$\boxtimes$
Other Changes required by Rule (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.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:  • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or  • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

#### **AFFIDAVIT**

#### Compliance with Commission Rules and Service Standards

(Name)
attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter
901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's
ules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in
our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including
he suspension of our certificate to operate within the state of Ohio.
declare under penalty of perjury that the foregoing is true and correct

I declare under penalty of perjury that the foregoing is true and correct.

I am an officer/agent of the applicant corporation, Tanya Swanson

Executed on (Date) 5/15/08

at (Location) 12745 1st Ave North, Lindstrom MN 55045

\*(Signature and Title)

, Senior Regulatory (Date) 5/15/08

, and am authorized to make this statement on its behalf.

Analyst

This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

#### I, Tanya Swanson

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Senior Regulatory Analyst \*(Signature and Title) \_

(Date) <u>5/15/08</u>

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

**O**r

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

# **Exhibit A**

**Existing Tariff Pages** 

# INTRASTATE COMMUNICATIONS SERVICES TARIFF ORDER NO. 03-224-CT-AMT

Regulations, schedule or rates and charges applicable to interexchange telecommunications services furnished by Frontier Communications of America, Inc. within the state of Ohio.

#### **CHECK SHEETS**

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	REVISION	PAGE	REVISION
Title	Original	2-24	Original
1	5th *	2-25	Original
2	5th *	2-26	Original
3	Original	2-27	Original
4	Original	2-28	Original
5	Original	2-29	Original
1-1	Original	2-30	Original
1-2	Original	2-31	Original
1-3	Original	2-32	Original
1-4	Original	2-33	Original
1-5	Original	2-34	Original
1-6	Original	2-35	Original
1-7	Original	2-36	Original
2-1	Original	2-37	Original
2-2	Original	2-38	Original
2-3	Original	2-39	Original
2-4	Original	3-1	Original
2-5	Original	3-2	Original
2-6	Original	4-1	Original
2-7	Original	4-2	Original
2-8	Original	4-3	Original
2-9	Original	4-4	Original
2-10	Original	4-5	Original
2-11	Original	4-6	Original
2-12	Original	4-7	Original
2-13	Original	4-8	Original
2-14	Original	4-9	Original
2-15	Original	4-10	Original
2-16	Original	4-11	Original
2-17	Original	4-12	Original
2-18	Original	4-13	Original
2-19	Original	4-14	Original
2-20	Original	4-15	Original
2-21	Original	4-16	Original
2-22	Original	4-17	Original
2-23	Original	4-18	Original

<sup>\*</sup> Included in this filing.

### CHECK SHEETS, Cont'd.

<u>PAGE</u>	REVISION	PAGE	REVISION
4-19	Original	6-7	Original
4-20	Original	6-8	Original
4-21	Original	6-9	1st
4-22	Original	6-10	Original
4-23	Original	6-11	Original
4-24	Original	6-12	Original
4-25	Original	6-13	Original
4-26	Original	6-14	Original
4-27	Original	6-15	Original
4-28	Original	6-16	Original
4-29	Original	6-17	Original
4-30	Original	6-18	Original
4-31	Original	6-19	Original
4-32	Original	6-20	1st *
4-33	1st *	6-21	1st *
4-34	Original	6-22	1st *
4-35	Original	6-23	Original
4-36	Original	6-24	Original
4-37	1st *	6-25	Original
4-38	1st *	6-26	Original
4-39	1st *	6-27	Original
5-1	Original	6-28	Original
5-2	Original	6-29	Original
5-3	Original	6-30	Original
5-4	Original	6-31	Original
6-1	1st	6-32	Original
6-2	Original	6-33	Original
6-3	Original	6-34	2nd *
6-4	Original		
6-5	Original		
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<sup>\*</sup> Included in this filing.

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#### **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- To signify a change in text but no change in rate or regulation.

#### **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the resale of interexchange telecommunications services provided by Frontier Communications of America, Inc. within the state of Ohio.

#### **SECTION 1 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

Access Line: An arrangement that connects a customer location to the Company's switching location.

<u>Advance Payment</u>: Part or all of a payment required before the start of service.

<u>Authorization Code</u>: A numerical code, one or more of which are assigned to a customer to enable Company to identify use of service on his or her account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his or her account.

<u>Automatic Number Identification ("ANI")</u>: Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is to allow for billing of toll calls.

<u>Billed to Calling Card</u>: When user dials 0+ number and tells operator he or she wished to charge the call to their calling card instead of charging the call to the number they are calling from.

<u>Bit</u>: The smallest unit of information in the binary system of notation.

<u>Business Customer</u>: A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational or other commercial nature.

Channel: Communications path between two or more points.

Collect: It is reverse-charging of an operator assisted call.

<u>Collocation</u>: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

<u>Communications Services</u>: The Company's intrastate toll services offered for both intraLATA and interLATA use.

Company: Frontier Communications of America, Inc., the issuer of this tariff

<u>Customer</u>: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Dedicated Inbound Calls</u>: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

<u>Dedicated Outbound Calls</u>: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

<u>Dedicated Port</u>: A port on Company's switching facility which is dedicated, at extra charge, to customer's exclusive use and which is connected to customer's premises by a private line furnished by customer.

<u>Deposit</u>: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

<u>DID Trunk</u>: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

<u>Direct Inward Dial (or "DID")</u>: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>Direct Outward Dial (or "DOD")</u>: A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

<u>Duplex Service</u>: Service which provides for simultaneous transmission in both directions.

<u>End Office</u>: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Equal Access: The ability for a customer to select their primary long distance company.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Facilities: Any cable, equipment or facilities used to provide the service offered under this tariff.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Hearing Impaired</u>: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Home Area: The local calling area associated with switched access.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>In-Only</u>: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

<u>IntraState Communications</u>: Any communication that originates and terminates within the same state and is subject to the oversight of a state regulatory commission as provided by the laws of that state.

<u>IXC or Interexchange Carrier</u>: A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

<u>Local Interconnection Trunking Service</u>: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

<u>Monthly Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

<u>Multi-Frequency or ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

<u>Nonrecurring Charge ("NRC")</u>: The initial charge, usually assessed on a one-time basis, to initiate and establish service.

"NPA": Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

<u>On-Net</u>: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

<u>Operator Services</u>: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

<u>Person-to-Person</u>: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

<u>Point of Demarcation</u>: The point of interconnection between the Company communications facilities and Customer provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

<u>Point of Origination</u>: The Company's switch location accessed by the Customer for the purpose of making a call using Company's service.

Point of Presence ("POP"): Point of Presence

<u>Point of Termination</u>: The point of demarcation within a Customer premises at which the Company's responsibility for the provision of service ends.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Remote Access Code: A code to permit customers to access the Company switch in areas other than Customers' home area.

Residential Customer: A Customer whose use of service is primarily of a personal and domestic nature.

Service or Services: The services covered by this tariff shall include only the State of Ohio.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

<u>Service Component</u>: Service components include access arranged by the Company, Authorization Codes, ports, traffic management services, and voice or data transmission facilities or capabilities.

<u>Service Date</u>: The date that billing starts for service or any service component.

<u>Service Order</u>: The written or verbal request for Network Services executed by the Customer and the Company in the format devised by the Company. The requesting of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Serving Wire Center: The wire center from which the Customer premises normally obtains dial tone.

<u>Shared</u>: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

<u>Shared Inbound Calls</u>: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

<u>Special Access Circuit</u>: A physical pathway for the transmission of information between a dedicated originating point and a dedicated terminating point.

<u>Specific Project Code</u>: Specifically assigned code by Customer for billing to that activity within Customer's business.

<u>Special Request</u>: Any modification that is performed by the Company at the Customer's request that is above and beyond normal service and or access use.

<u>Station-to-Station</u>: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

<u>Terminal Equipment</u>: Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone and data sets.

<u>Third Number Billing</u>: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

<u>Time Charges</u>: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

<u>Traditional Operator Services</u>: Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>Usage Based Charges</u>: Charges for minutes or messages traversing over local exchange facilities.

<u>User or End User</u>: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

<u>Zero Negative ("0-")</u>: The Customer dials only "0" and all additional network functions are performed by the operator.

<u>Zero Plus Mechanized ("0+")</u>: Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

#### 2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of particular products and services under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1 <u>Undertaking of the Company</u>, *Cont'd*.

#### 2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

#### 2.1 Undertaking of the Company, *Cont'd*.

#### 2.1.3 Terms and Conditions, Cont'd.

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

#### 2.1.4 Handling of Consumer Complaints

- (A) The Company shall fully and promptly investigate all Customer complaints. The Company shall provide a report of each complaint's resolution within ten business days of the date of receipt of the complaint to:
  - (1) The Customer, when investigating a complaint made directly to the Company; or
  - (2) to the Customer and the Commission staff, when investigating a complaint referred to the Company by the Commission staff.
- (B) After ten business days, if the investigation is not complete, the Company shall provide an interim report to the Customer when investigating a complaint made directly to the Company or to both the Customer and the Commission staff when investigating a complaint referred to the Company by the Commission staff. The interim report shall include:

- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.4 Handling of Consumer Complaints, Cont'd.
    - (B) Cont'd.
      - (1) The date when a final resolution is expected to be complete;
      - (2) a report of the current status of the complaint; and
      - (3) a report explaining what work of research needs to be completed.
    - (C) The Commission staff may request interim reports at other intervals containing the same of other data due to the nature of the complaint.
    - (D) The Company shall inform the Customer, or both the Customer and the Commission staff, of the results of the investigation, either orally or in writing. The Customer, the Commission staff, or both may request the final report to be in writing. If the Company provides the results of the investigation orally to the Customer, it shall inform the Customer of the right to have this final report in writing.
    - (E) If the Customer disputes the Company's report(s), the Company shall inform the Customer that the Commission is available to mediate complaints. The Company shall provide the subscriber with the address, local/toll-free numbers, and TDD/TTY number of the Commission's Public Interest Center.
    - (F) The Company shall provide the Commission staff with a name, telephone number, facsimile number and e-mail address of a contact person who will respond to Commission concerns pertaining to consumer complaints. If any of the required information relating to the contact person should change, the Company shall provide advance notice of such changes to the Commission.

#### 2.1 <u>Undertaking of the Company</u>, Cont'd.

#### 2.1.5 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

- 2.1 <u>Undertaking of the Company</u>, Cont'd.
  - 2.1.5 Limitations on Liability, *Cont'd.* 
    - (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
      - (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company as defined in the Minimum Telephone Service Standards (MTSS) Ohio Rule 4901:1-5 O.A.C.; or (c) common carriers or warehousemen, except as contracted by the Company;
      - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control (or beyond the control of its underlying carrier(s)) including acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
      - (3) Any unlawful or unauthorized use of the Company's facilities and services;
      - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

- 2.1 <u>Undertaking of the Company</u>, Cont'd.
  - 2.1.5 Limitations on Liability, Cont'd.
    - (D) Cont'd.
      - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;
      - (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
      - (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company;
      - (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.5 Limitations on Liability, *Cont'd.* 
    - (D) Cont'd.
      - (9) Any noncompletion of calls due to network busy conditions;
      - (10) Any calls not actually attempted to be completed during any period that service is unavailable:
      - (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
    - (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
    - (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
    - (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
    - (H) Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

#### 2.1 <u>Undertaking of the Company, Cont'd.</u>

#### 2.1.6 <u>Notification of Service-Affecting Activities</u>

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### 2.1.7 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

- 2.1 <u>Undertaking of the Company</u>, Cont'd.
  - 2.1.7 <u>Provision of Equipment and Facilities</u>, Cont'd.
    - (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
    - (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
      - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
      - (2) the reception of signals by Customer-provided equipment; or
      - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### 2.1 Undertaking of the Company, Cont'd.

#### 2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;

- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.9 Special Construction, Cont'd.
    - (E) on an expedited basis;
    - (F) on a temporary basis until permanent facilities are available;
    - (G) involving abnormal costs; or
    - (H) in advance of its normal construction.

#### 2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

#### 2.2 Prohibited Uses, Cont'd.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

#### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire, electrical or lightening surges or any other cause, except Company's equipment malfunction, or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

#### 2.3 Obligations of the Customer, Cont'd.

#### 2.3.1 General, Cont'd.

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

#### 2.3 Obligations of the Customer, Cont'd.

#### 2.3.1 General, Cont'd.

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

#### 2.3.2 Liability of the Customer

(A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

#### 2.3 Obligations of the Customer, Cont'd.

#### 2.3.2 Liability of the Customer, Cont'd.

- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

#### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

#### 2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

#### 2.4 <u>Customer Equipment and Channels, Cont'd.</u>

#### 2.4.3 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

#### 2.5 Customer Deposits and Advance Payments

#### 2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### 2.5.2 Deposits

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-5-06 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed two hundred and thirty percent of the monthly estimated toll charge for all regulated services provided (or to be provided) to the Customer by the Company.

- 2.5 <u>Customer Deposits and Advance Payments</u>, Cont'd.
  - 2.5.2 Deposits, Cont'd.
    - (B) A deposit may be required in addition to an advance payment.
    - (C) Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
    - (D) Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.
    - (E) In addition to refund of deposit after discontinuance of service, the Customer's deposit shall be returned after 12 consecutive months of payment without having had service discontinued for non payment and without having had more than two occasions on which the bill was not paid by the due date.
    - (F) Each applicant for residential service shall be deemed creditworthy and shall not be required to make a deposit as a precondition of receiving service if the applicant furnishes a written guarantee signed by a third-party guarantor who has a credit rating as defined in paragraph (A)(3) of Rule 4901:1-17-03 of the Administrative Code. The terms of the guarantee shall include the following:
      - (1) The Guarantor may terminate the guarantee after thirty day's notice to the Company. The Customer may be required to reestablish creditworthiness when the Guarantor terminates the Guarantee. The Guarantor shall be obligated for charges for the interexchange services proceeded to the Customer through the date of termination of the Guarantee; and
      - (2) The Company shall review annually the account history of each Customer who has provided a Guarantor. Once the Customer satisfies the requirements for the refund of deposits, as stated in Rule 4901:1-17-06 of the Administrative Code, the Company shall, within thirty days, notify the Guarantor in writing that the Guarantor is released from all further responsibility for the account.

#### 2.6 Payment Arrangements

#### 2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

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 Minimum Telephone Service Standards ("MTSS").

# (A) <u>Taxes</u>

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case NO. 95-845-TP-COI. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line items charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

#### 2.6 Payment Arrangements, Cont'd.

#### 2.6.1 Payment for Service, Cont'd.

(A) <u>Taxes</u>, Cont;d.

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to s Customer's telephone number or account in Ohio.

## 2.6.2 <u>Billing and Collection of Charges</u>

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

- 2.6 Payment Arrangements, Cont'd.
  - 2.6.2 <u>Billing and Collection of Charges</u>, *Cont'd*.
    - (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service is discontinued.
    - (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
    - (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793

(G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the nonrecurring rates in Section 5 of this tariff.

- 2.6 Payment Arrangements, Cont'd.
  - 2.6.2 <u>Billing and Collection of Charges</u>, *Cont'd*.
    - (H) Toll providers, or local service providers acting on behalf of toll providers subject to billing and collection agreements, may otherwise block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not, thereby, denied the right to select, through a presubscribed Exchange Carrier (PIC) mechanism, any subsequent 1+ toll service provider under the terms of this chapter of the Administrative Code. Any such subsequent toll provider may not deny establishment of 1+ presubscribed toll service on grounds that the Customer has failed to establish creditworthiness, if:
      - (1) The Customer is able to establish creditworthiness using one of the means for doing so available under Chapter 4901:1-5 of the Administrative Code: or
      - (2) The subsequent toll provider, exercising its down discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under Chapter 4901:1-5 of the Administrative Code); or
      - (3) The subsequent toll provider attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the Commission's credit establish policies and/or are not set forth within a Commission approved tariff.
    - (I) When an applicant for 1+ toll service who has previously been universally blocked for nonpayment of toll charges seeks to select through a PIC mechanism, some subsequent toll provider as the applicant's 1+ Carrier of Choice, the subsequently PICed toll provider may, subject to its tariffed toll deposit policies and the Commission's Minimum Telephone Service Standards set forth in Chapter 4901:1-5 of the Administrative Code, require a deposit (or other evidence of creditworthiness) from such applicant for toll service in accordance with Rule 4901:1-5-13(B) of the Administrative Code. However, the subsequently PICed toll provider may accept a lower deposit, or no deposit, based upon usage, toll cap provisions in its tariff, or credit information obtained either from a credit bureau or directly from the Customer.

## 2.6 Payment Arrangements, Cont'd.

## 2.6.3 <u>Billing Adjustments</u>

- (A) The Company shall make an adjustment to a Customer's bill in accordance with 2.6.3(B) whenever a Customer's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or after being found by the Company to be out of service. The length of the service interruption must be computed on a continuous basis, Saturdays, Sundays and holidays included. This rule does not apply if the out-of-service condition:
  - (1) Occurs as a result of a negligent or willful act on the part of the Customer;
  - Occurs as a result of a malfunction of Customer-owned telephone equipment or inside wire;
  - (3) Occurs as a result of a military action, war, insurrection, riot or strike; or
  - (4) Cannot be repaired due to the Customer missing a repair appointment.

The Company must justify and document in its records each instance where it applied any of the exception listed in this paragraph.

- 2.6 Payment Arrangements, Cont'd.
  - 2.6.3 Billing Adjustments, Cont'd.
    - (C) When it is confirmed that the Company has undercharged or overcharged any subscriber as the result of a miscalculation, inaccuracy, billing, or other continuing problem under the Company's control:
      - (1) The maximum portion of the undercharge that may be recovered from the Customer in any billing month, based on the appropriate rates, shall be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the Customer agrees to alternative payment arrangements.
      - (2) The total overcharge and accrued interest, at a rate of at least five percent per annum, shall be reimbursed to the Customer within two billing periods after the propriety of the reimbursement is confirmed.
      - (3) The Company shall state the total amount to be collected for an undercharge by the second bill mailed to the Customer after such collection is discovered. This rule shall not affect the Company's recovery of regular monthly charges.
        - a. The Company will not recover any service or billing fee pursuant to this rule; and
        - b. The Company will not disconnect service to any customer to collect an undercharge under this rule, except for nonpayment of the amount lawfully billed under this rule.
      - (4) The adjustment for an overcharge shall be in the form of either a direct payment to the Customer or a credit to the Customer's account within the next two billing periods.

#### 2.6 Payment Arrangements, Cont'd.

#### 2.6.4 Discontinuance of Service for Cause

- (A) Toll service may be disconnected for Customer nonpayment of toll service, subject to the following conditions:
  - (1) Toll disconnection procedures shall comport with all applicable billing, notice, credit/deposit and disconnection standards set forth (Rule 4901:1-5-17 in the Administrative Code) and shall be tariffed.
  - (2) The Company may enforce the Commission-approved, tariffed disconnection procedures of a separate provider of toll services pursuant to a contract entered into between the Company and the separate toll service provider.
- (B) The Company must notify or attempt to notify through any reasonable means, a Customer before service is refused or disconnected when any of the following conditions exist:
  - (1) A violation of or noncompliance with the Company's rules or tariffs on file with the Commission:
  - (2) A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  - (3) a refusal by the Customer to permit the Company access to its facilities.
- (C) The Company must 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.
- (D) The Company may not disconnect the local or toll service of a Customer who pays the Company the total amount due (or an amount agreed upon between the Company and the Customer) on his/her account by the close of business on the disconnection date listed on the disconnection notice.

- 2.6 Payment Arrangements, Cont'd.
  - 2.6.4 <u>Discontinuance of Service for Cause, Cont'd.</u>
    - (E) No notice is required prior to disconnection when:
      - (1) An emergency may threaten the health or safety of a person, or the Company's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
      - (2) A Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
      - (3) A Customer tampers with facilities or equipment owned by the Company.
    - (F) If the Customer or a member of the Customer's household demonstrates that disconnection of service would be especially dangerous to his/her health, the Company must consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the Customer.
    - (G) Payment schedule and disconnection procedures for nonpayment.
      - (1) A Customer's bill shall not be due earlier than fourteen days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
      - (2) The Company shall not disconnect the service:
        - a. Sooner than fourteen days after the due date of the bill; and
        - b. Without sending a written notice of disconnection, postmarked at least seven days prior to the date of disconnection service.

- 2.6 Payment Arrangements, Cont'd.
  - 2.6.4 Discontinuance of Service for Cause, Cont'd.
    - (H) A notice of disconnection for nonpayment states the following:
      - (1) Failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of toll services;
      - (2) The earliest date when disconnection will occur;
      - (3) The reason(s) for disconnection and any actions which the Customer must take in order to avoid the disconnection, including the total amount required to be paid (which shall not be greater than the past due balance);
      - (4) The total amount due to avoid disconnection must be listed separately from charges for regulated toll and charges for unregulated services;
      - (5) The total amount due for toll charges and a statement that nonpayment of toll charges may result in the disconnection of toll service;
      - (6) The total amount due for nonregulated charges and a statement that nonpayment of such charges cannot result in the disconnection of regulated toll service;
      - (7) The address and telephone number of the office of the Company that the Customer may contact in reference to the Customer's account;

- 2.6 Payment Arrangements, Cont'd.
  - 2.6.4 Discontinuance of Service for Cause, Cont'd.
    - (H) Cont'd.
      - (8) The following statement:

If your questions are not resolved after you have called the Company, Customers may call the Public Utilities Commission of Ohio toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 A.M. to 5:30 P.M. weekdays, or visit the Public Utilities Commission of Ohio website at www.puco.ohio.gov.

Residential customers may call the Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30 A.M> to 5:30 P.M. weekdays, or visit the OCC website at www.pickocc.org; and

- (9) A statement that an additional charge for reconnection may apply if service is disconnected. The statement shall also include a notice that payments to an unauthorized payment agent may result in the untimely or improper crediting of the Customer's account.
- (I) Reconnection of Toll Service
  - (1) Unless prevented by circumstances beyond the Company's control or unless a Customer requests otherwise, the Company will reconnect previously disconnected service by 5 P.M. on the next business day following either:
    - a. Receipt by the Company of its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service has been eliminated; or
    - b. Agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.
  - (2) Before restoring service under this rule, the Company may not insist upon payment of any amount that has not been included on a notice of disconnection.

#### 2.6 Payment Arrangements, Cont'd.

## 2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

## 2.6.6 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

#### 2.6 Payment Arrangements, Cont'd.

#### 2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 2.6.8 Returned Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Returned check charges are listed in the Price List Section 6.

# 2.7 <u>Allowances for Interruptions in Service</u>

#### 2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

## 2.7 <u>Allowances for Interruptions in Service</u>, *Cont'd*.

#### 2.7.1 General, Cont'd.

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

## 2.7.2 <u>Limitations of Allowances</u>

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer:
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company or that it is its underlying carrier(s) as specified in Section 2.1.4 of this tariff;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

## 2.7 <u>Allowances for Interruptions in Service</u>, *Cont'd*.

#### 2.7.2 <u>Limitations of Allowances</u>, *Cont'd*.

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

# 2.7.3 <u>Use of Another Means of Communications</u>

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

# 2.7.4 Application of Credits for Interruptions in Service

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall be determined pursuant to Commission's Rules 4901:1-5-25 and 4901:1-5-18(B), as outlined in Sections (B) through (D) below. Only those facilities on the interrupted portion of the circuit will receive a credit.

- 2.7 <u>Allowances for Interruptions in Service</u>, *Cont'd*.
  - 2.7.4 Application of Credits for Interruptions in Service, Cont'd.
    - (B) For calculating credit allowances, every month is considered to have thirty (30) days.
    - (C) When a Customer's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or being found by the Company to be out of order (whichever occurs first), the Company shall make appropriate adjustments to the Customer's account. This rule does not apply if the outage occurs as a result of:
      - 1. A negligent or willful act on the part of the Customer;
      - 2. A malfunction of Customer-owned equipment;
      - 3. Disasters or acts of God; or
      - 4. The inability of the Company to gain access to the Customer's premises when required.

# 2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reasons other than a service interruption (as defined in Section 2.7.1) or a Company breach of the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

### 2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

## 2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

- 2.9 <u>Customer Liability for Unauthorized Use of the Network, Cont'd.</u>
  - 2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network
    - (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
  - 2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network, Cont'd.
    - (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
      - An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
    - (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
    - (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

#### 2.10 Services to Hearing Impaired

- 2.10.1 Residential impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.
- 2.10.2 Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 8:00a.m. to 4:59p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 5:00p.m. to 10:59p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

#### 2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may, subject to the Commission's approval and notice requirements, assign its rights and duties:

- 2.11.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.11.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.11.3 pursuant to any financing, merger or reorganization of the Company.

#### 2.12 Notices and Communications

- 2.12.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

#### **SECTION 3 - APPLICATION OF RATES**

#### 3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

## 3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party.

  Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

  Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

## SECTION 3 - APPLICATION OF RATES, Cont'd.

#### 3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- 3.3.2 The airline distance between any two rate centers is determined as follows:
  - (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
  - (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - (C) Square each difference obtained in step (b) above.
  - (D) Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
  - (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
  - (G) FORMULA =

$$\sqrt{\frac{\left(v_1 - v_2\right)^2 + \left(h_1 - h_2\right)^2}{10}}$$

#### **SECTION 4 - TOLL AND OPERATOR SERVICES**

#### 4.1 Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of Ohio.

## 4.2 Operator Services

Operator Services are offered to Customers. Operator Services allow Customer 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.

- 4.2.1 Operator services may be used by the presubscribed Customer to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.2.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided. A third component, the Operator Assisted 0- Surcharge, applies to calls for which the Customer/Consumer has the capability of dialing the destination number but elects to have the Company operator dial the number instead.
- 4.2.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.2.9 below.
- 4.2.4 The fixed service charge portion of the charge for an Operator Assisted Call is set forth in Section 4.2.8 below.
- 4.2.5 The Company shall not bill the Customer for any surcharges or fees imposed by a third party.

## 4.2 Operator Services, Cont'd.

- 4.2.6 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, Calling Cards or credit 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 credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 4.2.7 The Customer is responsible for payment of the Company's charges for all calls placed from the Customer's Premise except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder Customer is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

# 4.3 Busy Line Verify and Line Interrupt Service

## 4.3.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

4.3 Busy Line Verify and Line Interrupt Service, *Cont'd*.

## 4.3.2 Regulations

- (A) A charge will apply when:
  - (1) The operator verifies that the line is busy with a call in progress.
  - (2) The operator verifies that the line is available for incoming calls.
  - (3) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. A separate charge will apply for both verification and interruption.

## 4.4 <u>Directory Assistance</u>

A customer may obtain Directory Assistance in determining telephone numbers within the state by calling the Directory Assistance operator. A Customer may request a maximum of two telephone number per call to Directory Assistance service. A credit will be given for calls to Director Assistance if the Customer experience poor transmission during the call or the Customer is given an incorrect telephone number. Credit will be given after the Customer notifies the Company regarding the Customer's problem.

#### 4.5 Service Descriptions

## 4.5.1 <u>Timing of Messages</u>

- (A) Chargeable time begins when connection is established between the calling station and the called station, except for person-to-person and collect calls. For person-to-person calls, chargeable time begins when the connection is established between the called party and the designated party, on an agreed upon substitute. For collect calls, chargeable time begins when the called party agrees to accept charges for the call.
- (B) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- (C) Chargeable time does not include time lost because of faults or defects in the connection.

#### 4.5.2 Carrier Recognized Holidays

New Year's Day Fourth of July Labor Day Thanksgiving Day Christmas Day Observed on January 1
Observed on July 4
Observed on first Monday of September
Observed on last Thursday of November
Observed on December 25

#### 4.5 Service Descriptions, Cont'd.

## 4.5.3 Service Hours

## (A) Frontier Home Connections

The following time periods apply in rating all calls for Frontier Home Connections 1+:

Day: Monday through Friday 7:00am - 6:59pm

Excluding carrier-

recognized holidays

Evening/Night/ Monday through Friday; 7:00pm - 6:59am

Weekend: Saturday and Sunday

All Day Including carrier-

recognized holidays

#### (B) HomeSaver

The following time periods apply in rating all Edge, HomeSaver, and HomeSaver Access (Travel) calls, prior to any volume discounts that may apply:

Business Hours: Monday through Friday 8:00 AM - 4:59 PM

**Excluding Carrier-**

recognized holidays

Off Hours: Monday through Friday 5:00 PM - 7:59 AM

Saturday and Sunday

All Day Including Carrier-

recognized holidays

## 4.5 <u>Service Descriptions</u>, *Cont'd*.

# 4.5.3 Service Hours, Cont;d

# (C) Clear Value

The following time periods apply in rating all Clear Value calls, and all Clear Value calls made through either Access or Spectrum:

Business Hours: Monday through Friday 8:00 – 4:59pm

**Excluding Carrier** 

recognized holidays

Off Hours: Monday through Friday 5:00pm – 7:59am

Saturday and Sunday

Including Carrier recognized holidays

All Day

## (D) Frontier Common Sense

The following time periods apply when rating all Frontier Common Sense calls (switched, dedicated and travel):

Peak Hours: Monday through Friday 8:00am – 4:59pm

**Excluding Carrier** 

recognized holidays

Off Peak Hours: Monday through Friday 5:00pm – 7:59am

Saturday and Sunday

All Day Including Carrier

recognized holidays

8:00 am to 4:59 pm

## (E) Residential Service

The following time periods apply when rating all Residential 1+ Switched Access, Residential 800 and Residential Calling Card Service calls:

Peak Period Monday through Friday

Off-Peak Period All other times.

#### 4.5 Service Descriptions, Cont'd.

#### Service Hours, Cont;d 4.5.3

#### Multipoint<sup>SM</sup> 800 (F)

The following per minute hours and rate ranges apply to all calls under Multipoint  $^{\rm SM}$  800:

Business Hour Usage: Monday through Friday 8:00 AM to 5:59 PM

Off Hour Usage: Monday through Friday 6:00 PM to 7:59 AM

Saturday and Sunday All Day **Including Carrier** 

recognized Holidays

#### (G) Simple Connect 8xx

The following time periods apply in rating all calls for Simple Connect 8xx calls:

**Business Hours:** Monday through Friday 8:00am - 4:59pm

**Excluding Carrier** 

recognized holidays

Off Hours: Monday through Friday 5:00pm - 7:59am

Saturday and Sunday

All Day

**Including Carrier** 

recognized holidays

#### (H) **Spectrum**

The following time periods apply in rating Spectrum calls:

**Business Hours:** Monday to Friday 8:00 AM to 4:59 PM

**Excluding Carrier** 

recognized holidays

Off Hours: Monday to Sunday 5:00 PM to 7:59 AM

> Saturday and Sunday 8:00 AM to 4:49 PM

**Including Carrier** recognized holidays

#### 4.5 Service Descriptions, Cont'd.

#### 4.5.4 Frontier Home Connections

Frontier Home Connections is an outbound switched access service offered only in conjunction with Carrier's interstate Home Connections service, and is primarily for residential customers. Frontier Home Connections customers may originate intrastate calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXXX and then the area code and the desired telephone number. Frontier Home Connections calls are based on length of call and time of day.

The customer's total monthly use of Frontier Home Connections service is Home charged at the applicable rates per minute set forth in Section 6, and hours set forth in Section 4.5.3. Calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Frontier Home Connections customers may also be eligible for Frontier Access travel card service.

Calls made to directory assistance telephone numbers are charged on a per call basis.

#### 4.5.5 Frontier Exact Rate

Frontier Exact Rate is a switched, non-distance sensitive, flat-rated long distance service which provides Customers with a single rate for all outbound (1+) calls. All calls are billed in one-minute increments with a minimum billing of one minute per call. Any fraction of a minute is rounded up to the next full minute. The applicable per minute rate is set forth in Section 6 of this tariff.

A Travel Card is also available to Frontier Exact Rate Customers. Travel Card calls are billed in one minute increments with a minimum billing of one minute per call. Any fraction of a minute is rounded up to the next full minute. Customers must subscribe to Frontier Exact Rate outbound (1+) service in order to qualify for Frontier Exact Rate Travel Card Service. The applicable per minute rate is set forth in Section 6 of this tariff.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.6 HomeSaver

HomeSaver is a two-way switched access service offered only in conjunction with Carrier's interstate HomeSaver service, wherein customers are provided with both inbound (800) and outbound (1+) service. HomeSaver customers may be billed directly, or via their credit card for intrastate and interstate calls that terminate to the customer's HomeSaver station, and are billed to the called party rather than the call originators. HomeSaver customers may originate outbound intrastate calls by dialing 1 plus an area code and the desired telephone number or by dialing 101XXXX and then the area code and the desired telephone number.

The customer's total monthly use of HomeSaver is charged at the applicable service hours and rates per minute are set forth in Section 6 of the tariff. Calls are based on call duration and time of day.

HomeSaver outbound (1+) calls are billed in one (1) minute increments with a one (1) minute minimum per call. HomeSaver inbound (800) calls are billed in six second increments with a one minute minimum per call. Any fraction of an increment is rounded up to the next whole increment.

HomeSaver Customers who make Access (Travel) calls receive Access (Travel) terms and conditions of service as set forth in Section 6, excluding service hours which are set forth in Section 4.5.3 and usage rates set forth in Section 6. Calls made to directory assistance telephone numbers are charged on a per call basis.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.7 Clear Value

Clear Value is a long distance service which provides customers with single per minute rates for both their inbound (800) and outbound (1+) usage. Clear Value customers may originate outbound calls by dialing 1 plus an area code and the desired telephone number. Inbound calls are originated to the Clear Value customer's designated location by users dialing 1 plus the Clear Value customer's 800 telephone number.

Clear Value calls are based on the length of the call and the time of day.

The customer's Clear Value service is charged at the applicable service hours set forth in Section 4.5.3 and rates per minute set forth in Section 6 of this tariff based on Clear Value product option selected. Clear Value switched 1+, 800 and MultipointK 800 option calls are billed in six second increments, with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Clear Value dedicated access 1+ and 800 calls are billed in six second increments, with an eighteen second minimum for each call. Clear Value customers who make long distance calls through Access or Spectrum are billed in one minute increments with a one minute minimum at the per minute and per call rates set forth in Section 6. Any fraction of an increment is rounded up to the next whole increment.

Clear Value customers may subscribe to one of seven (7) mutually exclusive Clear Value service options: Clear Value month-to-month (MTM); Clear Value Term Plan I, Term Plan II, Term Plan IV, Term Plan V, or Term Plan VI. For each Clear Value Term plan option, a Clear Value customer must commit to either a one year (12 month), two year (24 month) or three year (36 month) term agreement. Clear Value customers electing either a two or three year term plan agreement will receive one of the applicable per minute discount off the base one year term plan rates. The applicable per minute discounts are set forth in Section 6. Clear Value customers may elect either a switched or dedicated access option (or both) for Term Plans III, IV, V or VI. Term Plans II, V and VI may use switched access only in conjunction with a dedicated access option. The MTM option is only available on a switched access basis. Clear Value customers electing a dedicated access option will be billed by their local exchange carrier or alternative provider for all monthly and nonrecurring charges associated with the dedicated access facilities required to access Clear Value service.

#### 4.5 Service Descriptions, Cont'd.

#### 4.5.7 Clear Value, Cont'd.

Clear Value Term Plan Options will automatically renew for successive periods of one year unless the Clear Value Term Plan customer notifies Carrier in writing before the end of the term that the Term Plan customer intends to terminate the agreement at the completion of the current term. There is a monthly minimum usage (MMUL) for each term plan option, as set forth set forth in Section 6. Beginning with the customer's second invoice, and or the remaining months of any term plan commitment, the customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. A monthly termination fee, equal to the MMUL of the term plan that the Clear Value customer is subscribing to, will be assessed per month for each of the remaining months in the current term after a Clear Value customer terminates service prior to the completion of the current term of service.

Clear Value, Clear Value Access, and Clear Value Spectrum directory assistance calls are charged on a per call basis as set forth in Section 6 of this tariff. Clear Value customers who have also selected MultipointK 800 service will have all of their MultipointK 800 calls rated and billed at the per minute rates in Section 6. Clear Value customers who have also selected MobileLine service will have all of their MobileLine long distance calls rated and billed at the switched access option month-to-month (MTM) rates in Section 6.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.8 Frontier Common Sense

Frontier Common Sense service allows customers to select either switched or dedicated outbound and inbound service, and travel card service as a unified service offering. Common Sense customers may select one of three options. It is only available in conjunction with Carrier's interstate Common Sense service. Frontier Common Sense customers may originate outbound intrastate calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXXX and then the area code and the desired telephone number. Inbound calls are originated to the Common Sense customer's designated location by users dialing 1+ the Common Sense customer's 800 telephone number. Frontier Common Sense calls are based on length of call, and time of day.

The customer's total monthly use of Frontier Common Sense (switched, dedicated and travel) service is charged at the applicable rates per minute set forth in Section 6, and the applicable hours in Section 4.5.3. Frontier Common Sense switched and dedicated outbound calls are billed in six second increments, with a six second minimum for each call. Frontier Common Sense switched and dedicated inbound calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Frontier Common Sense customers who make long distance calls through their travel card service are billed in one minute increments with a one minute minimum. There is a monthly minimum usage charge (MMUC) associated with Common Sense service option selected. Beginning with the customers' second invoice, and for the remaining months of any term plan commitment, the customer may be charged the difference between the gross account usage and the MMUC if the gross account usage is less than the MMUC. In addition, Common Sense customers who commit to a service term may receive additional discount credits as set forth in Section 6 based on their monthly usage level and term commitment.

Calls made to directory assistance telephone numbers are charged on a per call basis.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.9 Frontier One

Frontier One is a non-distance sensitive, outbound, flat rated switched service option. Frontier One customers may originate an intrastate call by dialing 1 plus an area code (where necessary) and the desired telephone number. An optional travel card is also available to Frontier One customers.

Frontier One service is a non-distance sensitive, flat rated 24 hours a day seven days a week service.

The customers total monthly use of Frontier One service is charged at the per minute rate set forth in Section 6. Frontier One calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

#### 4.2.10 Frontier Independence

Frontier Independence is a long distance service which provides customers with a single per minute rate for both their inbound (8XX) and outbound (1+) usage. Independence customers may originate outbound calls by dialing 1 plus an area code and the desired telephone number. Inbound calls are originated to the Independence customer's designated location by users dialing 1 plus the Independence customer's 8XX telephone number. Independence service is a flat rated, non-distance sensitive switched service, twenty four (24) hours a day, seven (7) days a week, including Carrier recognized holidays.

The applicable per minute rates are set forth in Section 6, and are based on the Independence product plan selected. Independence switched 1 plus and 8XX calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Frontier Independence Dedicated Access 1 plus and 8XX calls are billed in six second increments, with a six second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

# 4.5.10 Frontier Independence, Cont'd.

Independence customers who make long distance calls through Access or Spectrum Calling Card service, are billed in six second increments, with a thirty second minimum for each call, at the per minute rates set forth in Section 6. Switched Access Independence service option customers may subscribe to the service on a month-to-month basis or, subscribe to one of five service plans. In each of the five plans the customer must commit to either a one year (12 month), two year (24 month), or three year (36 month) term agreement. Customers electing to subscribe to one of the five plans will receive one of the applicable per minute discount rates off the one year base rate. The applicable discounts are set forth in Section 6. Subscribers to Independence Dedicated Access service must commit to either a one year (12 month), two year (24 month) or three year (36 month) term agreement. Applicable per minute rates for Independence Dedicated Access service are set forth in Section 6.

Independence switched term plan options will automatically renew for successive periods of one year unless the Independence Term Plan customer notifies the Carrier in writing before the end of their current term that the customer intends to terminate the agreement at the completion of the term. Independence switched term plan option customers choosing not to renew their term plan option will be assessed the Independence monthto-month tariff rate currently in effect. Dedicated term plan customers will automatically renew to their current term plan unless the customer notifies the Carrier in writing before the end of the current term plan that the customer intends to terminate the agreement at the completion of the term. Independence dedicated term plan customers choosing not to renew their term plan agreement will automatically revert to the current one year \$1,000 minimum monthly usage level plan. There is a minimum monthly usage level (MMUL) for each term plan option as set forth in Section 6. The customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. A monthly termination fee, equal to the MMUL of the term plan that the Independence customer is subscribing to, will be assessed per month for each of the remaining months in the current month term after a Independence customer terminates service prior to the completion of the then current term of service.

#### 4.5 Service Descriptions, Cont'd.

#### 4.5.11 Frontier Hometown Saver

Frontier Hometown Saver is a non-distance sensitive, flat-rated, outbound switched access service with lower rates on Sunday and certain Holidays. Frontier Hometown Saver customers may originate intraLATA calls by dialing 1 plus the area code and the desired telephone number.

Frontier Hometown Saver calls are non-distance sensitive and flat-rated.

The Customer's total monthly use of Frontier Hometown Saver service is charged at the per minute rate and times set forth in Section 6. Frontier Hometown Saver calls are billed in one minute increments, with one minute minimum for each call. Any fraction of an increment will be rounded up to the next whole increment.

# 4.5.12 EZ Plan

EZ Plan is a long distance switched service which provides customers with single per minute rates for both their inbound (8XX) and outbound usage. EZ Plan calls are non-distance sensitive, flat rated, twenty four (24) hours a day, seven days a week (including Carrier recognized holidays).

The applicable per minute rates are set forth in Section 6, and are based on the EZ Plan service plan selected. EZ Plan inbound (8XX) and outbound calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to EZ Plan service on a Month-to-Month basis, or subscribe to either a fifteen (15) or thirty (30) month term agreement. The per minute rate applicable to the Month-To-Month, fifteen (15) and, thirty (30) month term commitment plans are set forth in Section 6. A Minimum Monthly Usage Commitment (MMUC) will be associated with each service plan offered. The per minute rate, and Minimum Monthly Usage Commitment levels are set forth in Section 6 of this tariff.

## 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.12 EZ Plan, Cont'd.

EZ Plan fifteen (15) and thirty (30) month term plans will automatically renew for successive periods of fifteen (15) months unless the Customer notifies the Carrier in writing before the end of their current term of their intention to terminate the agreement at the completion of the term. Customers electing to continue receiving service without renewing their current term commitment will automatically revert to the current month-to-month rate. A termination fee, equal to the Minimum Monthly Usage Commitment applicable to the term plan the EZ Plan Customer is subscribing to, will be assessed for each of the remaining months in the current month term after a EZ Plan Customer terminates service prior to the completion of the then current term service.

EZ Plan Customers will also be eligible for Frontier Independence Optional Calling Card Service. EZ Plan Month-To-Month Customers will receive the Independence Optional Calling Card Service Month-To-Month per minute rate, EZ Plan fifteen (15) month term plan subscribers will be assessed the Independence Optional Calling Card Service two Year Term Plan per minute rate, and the EZ Plan thirty (30) month Term Plan Customer will be assessed the Independence Optional Calling Card Service three Year Term Plan per minute rate. The applicable per minute rates are set forth in Section 6 of this tariff.

EZ Plan Customers subscribing to Frontier's Multipoint 8XX service will be assessed the per minute rates set forth in Section 6 of this tariff. All Multipoint 8XX calls will be billed in six second increments, with a eighteen second minimum for each call. Any fraction of an increment will be rounded up to the next whole increment.

As all EZ Plan calls will be billed via the local exchange carrier's monthly invoice, EZ Plan will only be available in those areas where an appropriate billing and collection agreement exists between the Carrier and the local exchange carrier.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.13 EZ Plan II

EZ Plan II is a long distance switched service which provides customers with single per minute rates for both their inbound (8XX) and outbound (1+) access usage.

EZ Plan II inbound and outbound calls are non-distance sensitive, usage based, and flat rated.

The applicable per minute rates are set forth in Section 6 of this tariff, and vary based on the EZ Plan II service plan selected. EZ Plan II inbound and outbound calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to EZ Plan II service on a month-to-month basis, or subscribe to either a fifteen (15) or thirty (30) month term agreement. A Minimum Monthly Usage Level (MMUL) is required with each service plan offered. Beginning with the customer's second invoice, and for the remaining months of any service plan, the customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. The MMUL and applicable per minute rates are set forth in Section 6 of this tariff.

EZ Plan II fifteen (15) and thirty (30) month term plans will automatically renew for successive fifteen (15) month periods unless the customer notifies the Carrier in writing of their intention to terminate the agreement at the completion of their current term plan. The Carrier will notify the customer at least 60 days prior to the end of their current term plan that the end of the term is approaching. Customers electing to continue to receive EZ Plan II service without renewing their current term will automatically revert to the current tariffed month-to-month rate. A monthly termination fee, equal to the MMUL of the term plan that the EZ Plan II customer is subscribing to, will be assessed for each month of the remaining months in the term commitment when an EZ Plan II customer terminates service prior to the completion of the full term of service.

EZ Plan II customers will also be eligible for the EZ Plan II Optional Calling Card Service, at rates set forth in Section 6 of this tariff. EZ Plan II Optional Calling Card calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.14 Frontier Advantage

Frontier Advantage is a long distance switched service which provides customers with single per minute rates for both inbound (8XX) and outbound (1+) usage. Frontier Advantage calls are distance sensitive, twenty-four (24) hours a day, seven days a week (including Carrier recognized holidays).

The per minute rates applicable to all Frontier Advantage 1+ and 8XX calls apply only to Subscribers who are also Customers of a Local Service Provider with whom the Carrier has an appropriate billing and collection agreement.

The applicable per minute rates are set forth in Section 6, and are based on the Frontier Advantage service plan selected. Frontier Advantage inbound and outbound calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to Frontier Advantage service on a Month-to-Month basis. The per-minute rate applicable to the Month-to-Month commitment plan is set forth in Section 6. A Monthly Usage Guarantee will be associated with each service plan offered. The per minute rates and Monthly Usage Guarantee levels are set forth in Section 6 of this tariff.

Frontier Advantage Customers will also be eligible for Frontier Independence Optional Calling Card Service. Frontier Advantage Customers will receive the Independence Optional Calling Card Service Month-to-Month per minute rate. The applicable per minute rate is set forth in Section 6 of this tariff.

## 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.15 Frontier Virtual Private Network

Frontier Voice Virtual Private Network ("VPN") provides the Customer the functionality and capabilities of a private network through the use of shared and/or dedicated transmission facilities, which permits the Customer to establish a communications path between two Customer locations by using a Customer-defined Private Numbering Plan ("PNP"). The following call types are available to Frontier Voice VPN Customers:

- (A) Dedicated to Dedicated: provides PNP type calls between locations linked by dedicated access. All calls are billed in six second increments with a six second minimum for each call. Any fraction of an increment will round up to the next whole increment.
- (B) Dedicated to Switched: calls originating from a VPN Customer's dedicated location and terminate on switched facilities either within or outside the Customer's PNP. All calls are billed in six second increments with a six second minimum for each call. Any fraction of an increment will round up to the next whole increment.
- (C) Switched to Dedicated: calls originating from a switched location within a Customer's PNP and terminate on a dedicated location within the PNP. All calls are billed in six second increments with a six second minimum for each call. Any fraction of an increment will round up to the next whole increment.
- (D) Switched to Switched: calls originate from a switched location within the Customer's PNP and terminate on a switched location either within or outside the PNP. All calls are billed in six second increments with an eighteen second minimum for each call. Any fraction of an increment will round up to the next whole increment.
- (E) 8XX Remote Access to Switched/Dedicated: calls originate from a switched location via a VPN 8XX remote access number and terminate to a switched/dedicated location within the Customer's PNP. A VPN personal code is used to verify that the caller is authorized to make VPN calls. The PNP code must be a uniform length not to exceed 10 digits. All 8XX remote access calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment will round up to the next whole increment.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.15 Frontier Virtual Private Network, Cont'd.

Frontier Voice VPN service charges consist of both recurring and non-recurring charges. Recurring charges consist of flat monthly charges and usage-based charges. Flat monthly charges apply whether or not the service is used. Usage charges apply to all completed calls. The usage charges apply to all call types, 24 hours a day 7 days a week. All recurring, non-recurring, volume and term discounts applicable to Frontier Voice VPN service are set forth in Section 6.

The Frontier Voice VPN Customer must have T-1 access from at least one of their locations into one of the Company's switches equipped to provide VPN service. Additional connections to the VPN network can be either via dedicated, switched or remote access. The Customer can originate calls via dedicated access and switched access. With switched access, Customer originated calls are connected to the Company network via a dial access basis. Switched access calls include those originating from the Customer's VPN lines pre-subscribed to the Company and using 1+ or 1+700 dialing plans.

For a one time setup charge a Switched Overflow option is available to the Frontier Voice VPN Customer. Switched Overflow will route any call placed from any PNP location terminating to a dedicated PNP location, to a switched plain old telephone service (POTS) number at the dedicated terminating location if the dedicated facility is busy or the network is at capacity. The setup charge applicable to this option is set forth in Section 6.

Customers may subscribe to Frontier Voice VPN on a one, two or three year term plan and may select from 4 monthly minimum usage levels (MMUL).

Beginning with the Customers' fourth invoice, and for the remaining months of any term plan commitment, the Customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. Term Plan Customers are eligible to receive tariffed volume discounts set forth in Section 6 each month based on its VPN MMUL commitment.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.15 Frontier Virtual Private Network, Cont'd.

Voice VPN Term Plan Customers whose monthly gross account usage exceeds the next higher MMUL above the level to which the subscriber has committed will receive the discount applicable to the next higher MMUL. Discounts on all monthly gross account usage will be capped at the discount level applicable to the next higher MMUL. Volume discounts are calculated off the Frontier Voice VPN Month-to-Month rates in effect when calls are made. The discounts apply to VPN usage (outbound and remote access) only and do not apply to non-recurring or monthly recurring charges nor to any associated calling card, operator/directory assistance, international, and value added service usage. Volume discounts are not available to Customers subscribing to Frontier Voice VPN Month-to-Month service. In addition, Frontier Voice VPN customers who commit to a service term may receive additional discount credits as set forth in Section 6. Term plan options will automatically renew for successive periods of one year unless the Customer notifies the Company in writing before the end of their current term that the Customer intends to terminate the agreement at the completion of the term. The Company will notify the term plan customer at least 60 days prior to the end of the current term that the end of their current term is approaching. Customers choosing not to renew their term plan option will be assessed the Frontier Voice VPN Month-to-Month tariff rate currently in effect. A termination fee, equal to the MMUL of the term plan that the Frontier Voice VPN customer is subscribing, times the number of months remaining in the current term will be assessed to customers terminating service prior to the completion of their current term of service.

The Customer is responsible for any Company and local service provider monthly recurring charges for dedicated circuits/loops necessary for the service, and costs incurred by the Company, including installation and local service provider contract termination charges, if such circuits/loops are canceled prior to activation of service, or the completion of the term commitment made by the Customer.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.16 Frontier Simple 7

Frontier Simple 7 (FS7) is a two-way, non-distance sensitive, flat rated long distance product designed for business customers.

FS7 provides a single rate for outbound (1+) calls and a single rate for inbound (8xx) calls regardless of time of day. There is a monthly minimum usage guarantee on this product.

FS7 calls are billed in six second increments with a minimum billing increment of thirty seconds. Any fraction of an increment is rounded up to the next whole increment.

Calls made to directory assistance are charged on a per call basis.

#### 4.5.17 <u>InterState 4.9</u>

InterState 4.9 is a non-distance sensitive flat-rated, outbound service. The per minute usage charges as specified below apply to all intrastate calls which originate and terminate in the state of Ohio. The monthly recurring charge is applied at the account level when the monthly account usage charges are less than \$30.00.\* This product is only available on an interLATA basis in conjunction with subscription to this product on an intraLATA basis.

This plan is available to customers of local exchange companies with whom the Carrier has a billing and collection contract. Customer must subscribe to this product on the main billing number on the account. Customer must choose the InterState 4.9 product both for interLATA and intraLATA purposes for those lines which they choose to presubscribe to this product.

\* Intrastate, interstate and international usage excluding taxes and surcharges apply towards \$30.00 minimum usage. Monthly recurring charges do not count towards the minimum usage guarantee.

## 4.5 <u>Service Descriptions</u>, *Cont'd*.

# 4.5.18 Multipoint<sup>SM</sup> 800

Multipoint<sup>SM</sup> 800 service is a shared, inward switched service which permits inbound calls, originated by dialing an "800" number to terminate at a Multipoint<sup>SM</sup> 800 customer's common line (i.e., business or residential line), provided a valid personal identification routing number (PIRN) is entered by the caller. The Multipoint<sup>SM</sup> 800 customer is billed for the calls rather than the call originator. Multipoint<sup>SM</sup> 800 intrastate service is only available in conjunction with Multipoint<sup>SM</sup> 800 interstate service. Multipoint<sup>SM</sup> 800 service completes calls to a Carrier-assigned 800 telephone number. The PIRNs entered by the caller determine the customer-designated telephone number to which the 800 call will terminate. Each Customer may request any combination of the four digit PIRNs, excluding the PIRNs reserved for special use by the Company. Multipoint<sup>SM</sup> 800 service employs shared 800 telephone numbers and, by conversion to Multipoint<sup>SM</sup> 800 service, the Multipoint<sup>SM</sup> 800 customer releases any ownership or exclusive rights of its 800 telephone number to the Carrier. Under the nonvalidated option, Multipoint<sup>SM</sup> 800 customers may receive inbound Multipoint 800 calls even if the calling party enters no PIRN or an incorrect PIRN. Under the validated option, the Multipoint 800 customer may receive Multipoint 800 inbound calls only when the correct PIRN is entered by the calling party.

Multipoint<sup>SM</sup> 800 calls are based on the time of day, length of call, and the airline distance between the originating and terminating location of each call.

#### 4.5.19 Simple Connect 8xx

Simple Connect 8xx is a shared, inward switched service which permits inbound calls, originated by dialing an 8xx number to terminate at a Multipoint 8xx customer's common line (i.e., business or residential line), provided a valid Personal Identification Routing Number ("PIRN") is entered by the caller. The Simple Connect 8xx customer is billed for the call rather than the call originator. Simple Connect 8xx service completes calls to a Carrier assigned 8xx telephone number. The PIRNs entered by the caller determine the customer's designated telephone number to which the 8xx call will terminate. Upon request, from one to a maximum of ten PIRNs may be assigned by the Carrier to the customer excluding those PIRNs reserved for special use by the Carrier. Requests for four or more PIRNs are subject to credit approval by the Carrier. Simple Connect 8xx service employs shared telephone numbers and, by conversion to Simple Connect 8xx service, the Simple Connect 8xx customer releases any ownership or exclusive rights of its 8xx telephone number to the Carrier.

## 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.19 Simple Connect 8xx, Cont'd.

Charges for Simple Connect 8xx service are assessed based on the time of day and length of call.

The applicable per minute usage rates are set forth in Section 6 and service hours set forth in Section 4.5.3. Simple Connect 8xx calls are billed in six second increments, with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

#### 4.5.20 Frontier Flex 800

Frontier Flex 800 (FF800) is a two-way switched access service completing calls to a carrier-assigned toll-free telephone number. Inbound calls are originated by dialing a toll-free number which terminates at a FF800 customer line, provided a valid Personal Identification Routing Number (PIRN) is entered by the call originator. Outbound calls may be originated by dialing a toll-free number and entering a Customer-specific PIRN to receive dial tone, permitting the call originator to place a 1+ outbound call. The FF800 customer may request any combination of four digit PIRNS for their inbound FF800 service. Only one dial tone PIRN is allowed per FF800 customer. The dial tone PIRN cannot have more than two repeating digits and cannot have more than two sequential digits. The dial tone PIRN cannot match the last four digits of the customer's toll-free number.

Frontier Flex 800 Service is a flat rated, non-distance sensitive, usage-based switched service, available twenty-four hours per day, seven days a week.

Calls are billed in six second increments with a thirty second minimum. Any fraction of an increment is rounded up to the next whole increment.

## 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.21 Spectrum

Spectrum is a personal communication service which allows the caller to dial an Spectrum 800 telephone and enter a four digit personal identification routing number (PIRN) to complete a call. Spectrum service is only available in conjunction with Carrier's interstate Spectrum service offering.

As a PIRN-based product that can be shared among customers, customers are not granted exclusive use of the 800 number used for accessing the Spectrum service and thus, may not continue to use the 800 telephone number upon cancellation of their Spectrum Service.

To use Spectrum service, the caller dials the 800 telephone number for the Spectrum service. The caller may then (1) enter a PIRN which routes the call to a customer predesigned telephone number (PIRN CALL); or (2) enter a PIRN which permits the customer to then direct dial a telephone number (DIAL TONE PIRN). Certain PIRNs are reserved for use by the Carrier under Spectrum Service or for accessing other services.

The customer's total monthly usage of Spectrum Service is charged at the applicable rates per minute as set forth on the Section 6 and service hours set forth in Section 4.5.3, which are based on the time of day, length of call, and the distance in airline miles of the call. Spectrum calls are billed in six (6) second increments with a thirty (30) second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Calls made to directory assistance are charged on a per call basis as set forth in this tariff.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.22 Business 1+ Switched Access Service

1+ Switched Access gives customers the capability to originate and terminate intraLATA and interLATA interexchange intrastate calls. A customer using switched facilities may presubscribe to the Company's service to originate calls on a direct dialed basis. All calls are billed in six second increments with a six second minimum per call.

#### Features include:

- Domestic intrastate direct dial calling.
- Single point of Customer contact for all service offerings.

#### 4.5.23 Business 800 Service

Business 800 Service is an inbound toll free service that is ordered and billed to the Customer receiving the call. It is provided on a switched access basis and is billed directly to the Customer by the Company. A Customer may be assigned one or multiple 800 numbers or similar dialing patterns that allow the Customer's end users to place a call to the Customer free of charge. All calls are billed in six second increments with a six second minimum per call.

#### Features include:

- Intrastate and Interstate 800 calls over the same local access line.
- International origination.
- Detailed call record lists originating phone numbers for all 800 calls.
- Vanity 800 numbers available at no extra charge.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.24 Business Calling Card Service

Business Calling Card Service gives Customers the ability to make toll calls from anywhere. Customers may choose their own 10 digit authorization number (code) and a four (4) digit Personal Identification Number (PIN). All calls are billed in six second increments with a thirty second minimum per call.

#### Features include:

- Speed dialing where Customers can personally program up to nine (9) speed dial numbers that can be stored for future access.
- Series Calling enables Customers to make multiple calls without dialing the 800 number or authorization number.

#### 4.5.25 Residential 1+ Switched Access Service

1+ Switched Access gives customers the capability to originate and terminate Intrastate calls. A customer using switched facilities may presubscribe to the Company's service to originate calls on a direct dialed basis, or may access the Company's switched network by adding the Company's Carrier Identification Code to the dialing string.

The service is flat rated (i.e., not distance sensitive) and billed in one minute increments with a one minute minimum per call.

#### Features include:

- Domestic intrastate direct dial calling.
- Single point of customer contact for all service offerings.
- One minute increment billing.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.26 Residential 800 Service

Residential 800 Service is an inbound toll free service that is ordered and billed to the Customer receiving the call. It is provided on a switched access basis. A Customer may be assigned one or multiple 800 series numbers that allow callers to place a call to the Customer free of charge. Service is dependent upon availability of 800 series numbers.

The service is flat rated (i.e., not distance sensitive) and billed in one minute increments with a one minute minimum per call.

#### Features include:

- Intrastate and Interstate 800 calls over the same local access line.
- International origination.
- Detailed call record lists originating phone numbers for all 800 calls.
- Vanity 800 series numbers available at no extra charge.

# 4.5.27 Residential Calling Card Service

Residential Calling Card Service gives Customers the ability to make toll calls from anywhere, using their own 10 digit authorization number (code) and a four (4) digit Personal Identification Number (PIN).

The service is flat rated (i.e., not distance sensitive) and billed in one minute increments with a one minute minimum per call.

#### Features include:

- Speed dialing where Customers can personally program up to nine (9) speed dial numbers that can be stored for future access.
- Series Calling enables Customers to make multiple calls without dialing the 800 number or authorization number.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

# 4.5.28 Prepaid Calling Card

Prepaid Calling Card permits calling from any touch tone phone; Customers purchase the cards in advance based on predetermined denominations. Prepaid cards are offered in denominations ranging from \$5.00 to \$100.00. Calls are placed by dialing an 800 access number listed on the card. The Customer is then prompted to enter a Personal Identification Number (PIN). After verification of the PIN, the Customer is informed of the remaining balance available on the card, after which the terminating number can be dialed by the Customer. A prompt notifies the Customer one minute prior to expiration of the card.

#### 4.5.29 Business 250 Plus Service

Business 250 Plus Service gives customers, billing more than \$250.00 per month, an alternate rate structure for Business 1+ Switched Access, Business 800, and Business Calling Card Services. These Services have the same features described in Section 4.5.22, 6.5.23, and 6.5.24 of this tariff.

Business 1+ Switched Access and Business 800 Services are flat rated, and are billed in six second increments with a six second minimum per call.

Business Calling Card Service is flat rated and billed in six second increments, after a thirty second minimum per call.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.30 Private Line Service Description

#### (A) Business Dedicated Access Service

Business Dedicated Access is a Private Line service that allows the Customer to access the Company's network via dedicated access facilities. Dedicated Access Service is targeted to large volume users who can take advantage of dedicated access, where facilities are available. Service is offered and can be configured for 1+ Service and 800 Service.

Business Dedicated Access Service may be obtained on a fixed term basis with a minimum of a one (1) year commitment, with a minimum requirement of greater than thirty thousand (30,000) minutes of usage per month. If usage is less than the minimum requirement, the Customer will be charged a penalty equal to the shortage of minutes of usage multiplied by the rate per minute. If the Customer terminates service prior to the expiration of the term, the Customer will be liable for any installation charges that were initially waived. The Customer must give written notice to the Company to disconnect the service forty-five (45) days prior to the end of the one term.

## Features include:

- Access Integration enables any or all channels to be used for both outgoing calls and incoming toll-free calls.
- Dialed Number Identification Service (DNIS) allows one location to receive identified multiple 800 calls.
- Account Codes and Verified Account Codes help the Customer prevent abuse by tracking the cost and origination of calls.

- 4.5 <u>Service Descriptions</u>, *Cont'd*.
  - 4.5.30 Private Line Service Description, Cont'd.
    - (B) Point To Point Service

Point To Point Service is a Private Line Service that allows the Customer point-to-point or point-to-multipoint service via a dedicated connection. Point To Point Service is targeted to large volume users who can take advantage of Private Line Service, where facilities are available. Service is available at Voice Grade, 56kbps and DS1 (1.544 mbps) speeds.

Point To Point Service may be obtained on a fixed term basis for a period of one (1), two (2), three (3), four (4), or five (5) years. A specified discount, corresponding to the length of the term commitment that will apply for the life of the plan, will be applied to the Inter-Office Channel (IOC) portion of the charges.

If a Customer terminates service prior to completion of the term commitment, the Customer will pay termination charges for any unexpired portion of the term remaining after the forty-five (45) day notice period required for cancellation of Point to Point Service. The Customer shall be liable for termination charges equal to one hundred percent (100%) of the monthly recurring IOC charges for any remaining portion of the first year of the term, and twenty five percent (25%) of the IOC charge for the remainder of the subsequent years of the term. In addition, the Customer will be liable for any installation charges that were previously waived. A Customer may terminate a Fixed Term Plan prior to its expiration without liability if:

- (1) a revision in the tariff results in a higher IOC rate for the Customer and the Customer provides written notice to discontinue the plan within forty-five (45) days of notification of such increase;
- the Customer replaces the existing arrangement with a new arrangement which expires on or after the expiration date of the existing plan.

#### 4.5 <u>Service Descriptions</u>, *Cont'd*.

#### 4.5.30 Private Line Service, Cont'd.

#### (C) Move Charge

A move charge will apply, to Private Line Services, when the physical location of the dedicated circuit, or a central office location is changed at the Customer's request. A move of this type will be considered a disconnection of service at one location and a reinstallation of the same service at the new location. The Customer will be responsible for the entire reinstallation charges. This type of move will not constitute a break in the original term agreement.

# (D) Allowance For Interruption Of Service

A credit allowance will be given when a Private Line Service is interrupted for more than two hours. Credit will equal one half (1/2) day, or one sixtieth (1/60) of the monthly billing charge, for every outage less than four (4) hours. The credit will equal one day, or one thirtieth (1/30) of the monthly billing charge for each twenty four (24) hour period, or fraction thereof, of an outage lasting more than four (4) hours. An interruption period begins when the Customer alerts the Company of the interruption and releases the circuit for testing and repair. An interruption period ends when the circuit is returned to the Customer in operating condition.

No credit allowances will be made for:

- (1) interruptions due to negligence or willful misconduct by the Customer;
- interruptions due to failure of power, equipment, systems or connections not provided by the Company;
- (3) interruptions due to failure of access outside the Company's serving area; or
- (4) interruptions beyond the control of the Company.

# 4.5 <u>Service Descriptions</u>, Cont'd.

#### 4.5.31 Citizens Select Calling Plan \*

(N)

Citizens Select Calling Plan is a long distance plan that allows the Business Customer to access the Company's network via switched or dedicated access facilities. Service is offered for 1+ Switched Access Service, 800 Service, Dedicated Access Service, and Calling Card Service.

1+ Switched Access and 800 Services are flat rated and billed in six second increments with an eighteen second minimum per call.

Dedicated Access Service is flat rated with additional monthly recurring charges and initial non-recurring charges. All Dedicated Access Service calls are billed in six second increments with a minimum of twelve seconds per call.

Calling Card Service is flat rated with a per call surcharge. All Calling Card Service calls are billed in six second increments with a minimum of thirty seconds per call.

1+ Switched Access Service and 800 Service Customers may select a discounted flat rate plan by enrolling in a one, two, or three year term plan and committing to an annual net usage level of \$1,200, \$6,000, \$12,000, \$24,000, or \$60,000. Dedicated Access Service Customers may select a reduced flat rate plan by enrolling in a one, two, or three year term plan and committing to an annual net usage level of \$24,000, \$60,000, or \$120,000. Customers must select both an annual volume commitment and a term plan to qualify for enrollment and the associated rates. All long distance usage contributes to the annual volume commitment. If after the end of the term commitment, the Customer has billed less than the annual volume commitment they will be billed the difference between actual usage and the annual volume commitment.

The Customer may exit the term agreement during the initial ninety (90) days of the term without termination liability. If the Customer discontinues service after the initial ninety (90) days but prior to completion of the term commitment, the Customer will be billed the difference between the accumulated usage under the term commitment and the minimum annual volume commitment for the current year. In addition, the Customer will be billed the minimum annual volume commitment multiplied by the number of years remaining under the term commitment.

In the event of a rate increase, by the Company, the Customer may discontinue service within sixty (60) days without termination liability.

\* This service is limited to existing customers at their existing locations

(N)

# 4.5 Service Descriptions, Cont'd.

#### 4.5.32 Frontier TravelCard

(N)

TravelCard is a personal communication service that allows the caller to dial a TravelCard 800 telephone number and enter a four-digit personal identification routing number (PIRN) to complete a call. TravelCard service is only available in conjunction with Carrier's interstate TravelCard service offering. This calling card service can be ordered independently or in conjunction with other Carrier services.

As a PIRN-based product that can be shared among customers, customers are not granted exclusive use of the 800 number used for accessing the TravelCard service and thus, may not continue to use the 800 telephone number upon cancellation of their service.

To use TravelCard service, the caller dials the 800 telephone number for the TravelCard service. The caller may then (1) enter a PIRN which routes the call to a customer predesigned telephone number (PIRN CALL); or (2) enter a PIRN which permits the customer to then direct dial a telephone number (DIAL TONE PIRN). Certain PIRNs are reserved for use by the Carrier under TravelCard Service or are used for accessing other services.

## (A) Rate Structure

The customer's total monthly usage of TravelCard Service is charged at the applicable rates per minute as set forth in this tariff, is not distance sensitive, and rates vary by length of contract. TravelCard calls are billed in six (6) second increments with a thirty (30) second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Operator assisted calls and calls made to directory assistance are charged on a per call basis as set forth in this tariff.

(N)

Issued: March 14, 2003 Effective: March 17, 2003

# 4.5 Service Descriptions, Cont'd.

#### 4.5.33 Frontier VIP

(N)

Frontier VIP Standard and VIP Plus are long distance services that provide Customers with single per minute rates for both their inbound (8XX) and outbound (1+) switched and dedicated usage. VIP Standard and VIP Plus are offered dependant upon the availability of Carrier capability.

# (A) Rate Structure

Frontier VIP switched calls are non-distance sensitive, flat-rated, twenty-four (24) hours a day, seven days a week.

# (B) <u>Usage Charges</u>

Customers may subscribe to Frontier VIP Standard and VIP Plus switched and dedicated service on either a Month-to-Month, one, two or three year Term Plan. The Customer's total monthly usage of Frontier VIP is charged at the applicable per minute rates set forth in this tariff. Frontier VIP switched inbound (8XX) and outbound service is billed in six-second increments, with an eighteen-second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. To calculate rounding, the raw usage charge for the call is calculated as the call duration (minimum plus fractional duration) multiplied by the 4-digit (\$0.XXXXX) rate value. That amount is then rounded up or down to the nearest whole cent.

Subscribers to VIP Standard and VIP Plus term plan service will be eligible to receive discounts on domestic 1+ and domestic Toll-Free calls. Applicable discounts are based on total monthly (domestic) usage for the respective service. VIP Standard total usage does not include the local services of affiliated ILECs with a billing and collection agreement with the Carrier, while VIP Plus total usage does include these local services. All discount credits will be applied against the customer's interstate usage. Applicable discounts are set forth in this tariff. Subscribers to Frontier VIP Term Plan services will receive a percent discount off the switched or dedicated Term Plan base rate, based on the Term Plan selected. The Volume Discount Levels and applicable discounts are specified in this tariff.

(N)

Issued: March 14, 2003 Effective: March 17, 2003

# 4.5 Service Descriptions, Cont'd.

#### 4.5.33 Frontier VIP, Cont'd.

(N)

# (B) <u>Usage Charges</u>, Cont'd.

Applicable discounts are set forth in this tariff. Subscribers to a VIP Term Plan services will receive a percent discount off the Term Plan base rate, based on the Term Plan and Volume Discount Levels. The Volume Discounts Levels and applicable percent discounts are specified in this tariff.

Frontier VIP Standard Term Plans will automatically renew for successive twelve (12) month periods unless the Customer notifies the Carrier in writing before the end of their current term of their intention to terminate the agreement at the completion of the term. Frontier VIP Plus Term Plans will default to VIP Standard month-to-month plans if not renewed. Customers electing to continue receiving service without renewing their current term commitment will automatically revert to the respective switched current effective base rate.

A termination fee, equal to the Number of lines cancelled x number of months remaining on the contract x \$25.00, will be assessed when a VIP Standard or VIP Plus Customer terminates service prior to the completion of the then current term. For a dedicated service customer the "number of lines" is equal to the number of channels (i.e., a T1 loop would constitute 24 lines).

Frontier VIP may be applied at the parent or child account levels. (Allowing different child accounts to have different long distance products). For customers with VIP Plan at the parent account level, all qualified billing rolls up to the parent to determine total monthly billing and the appropriate "super-volume" discount level for that month. Child account discounting will be applied based on the higher (parent or child) VIP Plan term and "total volume" discount. Discounts will be shown per call type at the account level on billing statements.

#### (C) Ancillary Services

An additional \$1.99 per call surcharge will be assessed on all calls placed for intrastate Directory Assistance. Frontier TravelCard may be used in conjunction with this service.

(N)

Issued: March 14, 2003 Effective: March 17, 2003

# 4.5 <u>Service Descriptions</u>, Cont'd.

# 4.5.34 FrontierWorks LD \*

(N)

FrontierWorks LD is a non-distance sensitive product that includes direct dial 1+ outbound service and (8XX) toll free inbound service. Pre-subscription of the primary line is required to subscribe to FrontierWorks LD offered by Frontier Communications of America, Inc. (FCA). This plan is available to customers of local exchange companies (LEC) with whom the carrier has a billing and collections contract, and are enrolled in the FrontierWorks Small Business Solutions product offered by that associated LEC. This product is only available in conjunction with the FrontierWorks LD plan from Frontier Communications of America, Inc.'s interstate Domestic Price List.

Term plans and termination liability that the customer agrees to for FrontierWorks LD in conjunction with the FrontierWorks Small Business Solutions product can be found in the local exchange tariff of FCA's associated LEC.

#### A. Rate Structure

FrontierWorks switched calls are non-distance sensitive, flat-rated, with the following rating periods:

Monday - Friday	Saturday & Sunday
<b>D</b> = Day 8:00 AM - 4:59PM	N = Night
<b>E</b> = Evening 5:00 PM - 11:59PM	12:00 AM Saturday through 11:59
<b>N</b> = Night 12:00 AM - 7:59AM	PM on Sunday.

# B. Usage Charges

Customers enrolled in this product will receive a total of 100 free direct dial 1+ and (8XX) toll free interstate, interLATA or intraLATA minutes per month, measured at the account level. Any usage above the allotted free minutes will be subject to an overage rate that can be found in the rate section of this tariff.

\* This service is limited to existing customers at their existing locations

(N)

# 4.5 <u>Service Descriptions</u>, Cont'd.

# 4.5.34 FrontierWorks LD (cont'd) \*

(N)

# B. Usage Charges (cont'd)

A single optional Block of Time (BOT) quantity of minutes can be ordered in conjunction with FrontierWorks LD in monthly increments of 250, 500, and 1000 minutes, for an additional monthly recurring charge (MRC). The MRC for the BOT is applied at the account level and can be found in the FrontierWorks LD plan from FCA's interstate Domestic Price List. Any usage above the 100 free minutes and the BOT minutes will be rated at an intrastate overage rate per minute, and these rates can be found in the rate section of this tariff. Overage rates may vary depending upon which BOT is selected. If a new customer to FrontierWorks LD signs up mid-billing cycle, free minutes and the BOT minutes will be prorated. If moving between BOTs, minutes will be prorated based upon the number of days of that billing cycle and will be charged the appropriate overage rate for the BOT selected at the time the call was completed. Usage will be billed in arrears. Excluded from the BOT minutes are: long distance Directory Assistance, calling cards, and 900 calls.

In the event a customer has multiple lines on their account, and any of the auxiliary lines are not on the FrontierWorks Small Business Solutions product of the associated LEC, those lines are not eligible for the 100 free minutes or a BOT selection offered by FrontierWorks LD. If a customer selects an FCA product for auxiliary lines other than FrontierWorks, the customer will be subject to the rates, terms and conditions of that product.

Interstate rates for usage outside the zero-rated minutes or the optional BOT minutes are found in the Domestic Price List of Frontier Communications of America, Inc. International rates for this product are found in the International Product Guide of Frontier Communications of America, Inc.

All calls are subject to a minimum billing of eighteen seconds with an additional billing increment of six seconds. Charges will be rounded up to the next cent on a per call basis.

# C. Ancillary charges

An additional per call surcharge will be assessed on all calls placed for intrastate Directory Assistance, and rates can be found in the rate section of this tariff.

\* This service is limited to existing customers at their existing locations

(N)

# 4.5 <u>Service Descriptions</u>, Cont'd.

## 4.5.35 Freedom Calling Version A

Freedom Calling is a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription to Frontier Communications of America, Inc. (FCA) is required to subscribe to Freedom Calling. Primary and all secondary lines must subscribe to the Freedom Calling plan offered by Frontier Communications of America, Inc. (FCA). This plan is available to customers of local exchange companies (LEC) with whom the carrier has a billing and collections contract. This product is only available in conjunction with the Freedom Calling plan from Frontier Communications of America, Inc.'s interstate Domestic Price List.

#### A. Rate Structure

Freedom Calling calls are non-distance sensitive, flat-rated, twenty-four hours a day, seven days a week.

## B. Usage

With the Freedom Calling option, usage is available in 300 or 600-minute domestic blocks of time (BOT). The BOT is applied at the account level. The Monthly Recurring Charge (MRC) for the 300 or 600-minute BOT for Freedom Calling can be found in the FCA's Domestic Informational Pricelist. Any usage above the allotted 300 or 600-minute blocks of time will be subject to an overage rate that can be found in the rate section of this tariff. Call segments outside of the allotted BOT minutes will be rounded to the next full increment and invoiced at the overage rate.

All calls are billed in one-minute increments with a minimum billing of one minute per call. Charges will be rounded up to the next cent on a per call basis. Domestic calling is within the United States including Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands, Guam and Saipan only. The 300 or 600-minute BOT do not include toll free, long distance directory assistance, calling cards, or international termination of 1+ dialed calls.

If a new customer to Freedom Calling subscribes mid-billing cycle, BOT minutes will be prorated. If moving between BOTs, minutes will be prorated based upon the number of days of that billing cycle and will be charged the appropriate overage rate for the BOT selected at the time the call was completed. Usage will be billed in arrears.

Interstate usage rates are found in the Domestic Price List of Frontier Communications of America, Inc. International rates for this product are found in the International Product Guide of Frontier Communications of America, Inc.

# (D)

# C. Ancillary Charges

An additional per call surcharge will be assessed on all calls placed for intrastate Directory Assistance, and rates can be found in the rate section of this tariff.

# **SECTION 5 - SPECIAL ARRANGEMENTS**

# 5.1 Special Construction

# 5.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

# 5.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- (A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
  - (1) equipment and materials provided or used,
  - (2) engineering, labor and supervision,
  - (3) transportation, and
  - (4) rights of way;
- (B) cost of maintenance;
- (C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

# **SECTION 5 - SPECIAL ARRANGEMENTS**, Cont'd.

- 5.1 Special Construction, Cont'd.
  - 5.1.2 Basis for Cost Computation, Cont'd.
    - (E) license preparation, processing and related fees;
    - (F) tariff preparation, processing and related fees;
    - (G) any other identifiable costs related to the facilities provided; or
    - (H) an amount for return and contingencies.
  - 5.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
  - (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor and supervision,
    - (c) transportation, and
    - (d) rights of way;

# **SECTION 5 - SPECIAL ARRANGEMENTS**, Cont'd.

- 5.1 <u>Special Construction</u>, *Cont'd*.
  - 5.1.3 Termination Liability, Cont'd.
    - (B) Cont'd.
      - (2) license preparation, processing, and related fees;
      - (3) tariff preparation, processing, and related fees;
      - (4) cost of removal and restoration, where appropriate; and
      - (5) any other identifiable costs related to the specially constructed or rearranged facilities.
    - (C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

# **SECTION 5 - SPECIAL ARRANGEMENTS**, Cont'd.

# 5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the PUCO.

# 5.3 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

#### 5.4 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

#### 6.1 <u>Directory Assistance</u>

(T)

Per Call

Intrastate Directory Assistance (Intra and InterLATA calls)

\$1.99

(1)

# 6.2 Rates and Charges

# 6.2.1 Home Connections

The following per minute usage rates apply to all Home Connections 1+ calls:

<u>Business Hour</u> \$0.2500 <u>Off Hour</u> \$0.1000

\* A \$3.00 monthly minimum usage guarantee applies per customer account.

#### 6.2.2 Frontier Exact Rate

The following per minute rate is applicable to all Frontier Exact Rate calls as specified below:

Rate per Minute

Outbound \$0.07 Travel Card\* \$0.25

\* A \$1.20 per call surcharge will be applied to all Frontier Exact Rate Travel Card calls requiring manual intervention.

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# 6.2 Rates and Charges, Cont'd.

#### 6.2.3 <u>Homesaver</u>

The following rates are applicable to all calls under HomeSaver:

Day \$0.2500 Evening/Night/ Weekend \$0.1000

# 6.2.4 Clear Value

#### (A) Switched Access Option

	Month-to-Month	Term Plan I	Term Plan II	Term Plan III
Business Hour Rate	\$0.1525/min.	\$0.1325/min.	\$0.1300/min.	\$0.1275/min.
Off Hour Rate	\$0.1525/min.	\$0.1325/min.	\$0.1300/min.	\$0.1275/min.
Length of Term:	None	One year	One year	One year
Minimum Monthly:	None	\$100.00/month	\$750.00/month	•
•	\$2,000/month			

Usage Level (MMUL) Commitment

	Term Plan IV	<u>Term Plan V</u>	<u>Term Plan VI</u>
Business Hour Rate	\$0.1250/min.	\$0.1250/min.	\$0.1250/min.
Off Hour Rate	\$0.1250/min.	\$0.1250/min.	\$0.1250/min.
Length of Term:	One year	One year	One year
Minimum Monthly:	\$5,000/month	\$10,000/month	\$20,000/month
1.1 1.78.48.41.11.5			

Usage Level (MMUL)
Commitment

Additional Per Minute Discount for Two Year Commitment Versus One Year Commitment: \$0.0025/minute

Additional Per Minute Discount for Three Year Commitment Versus One Year

Commitment: \$0.0050/minute

# 6.2 Rates and Charges, Cont'd.

# 6.2.4 Clear Value, Cont'd.

# (B) Dedicated Access Option

	Term Plan II	Term Plan III	Term Plan IV
Business Hour Rate	\$0.1025/min.	\$0.1000/min.	\$0.0975/min.
Off Hour Rate	\$0.1025/min.	\$0.1000/min.	\$0.0975/min.
Length of Term:	One year	One year	One year
Minimum Monthly:	\$750/month	\$2,000/month	\$5,000/month
Usage Level (MMUL)			
Commitment			

	Term Plan V	Term Plan VI
Business Hour Rate	\$0.0950/min.	\$0.0925/min.
Off Hour Rate	\$0.0950/min.	\$0.0925/min.
Length of Term:	One year	One year
Usage Level (MMUL)	\$10,000/month	\$20,000/month
<b>^</b> '' '		

Commitment

Additional Per Minute Discount for Two Year Commitment Versus One Year

Commitment: \$0.0025/minute

Additional Per Minute Discount for Three Year Commitment Versus One Year

Commitment: \$0.0050/minute

Clear Value Multipoint<sup>SM</sup> 800 Option calls will be charged at the following per minute rates:

Business Hours: \$0.2200 Off Hours: \$0.2200

# 6.2 Rates and Charges, Cont'd.

# 6.2.5 <u>Frontier Common Sense</u>

The following per minute rates are applicable to all Frontier Common Sense switched, dedicated and travel calls as specified below:

Option I:	Peak Rates	Off Peak Rates
Switched Outbound	\$0.1390	\$0.1260
Switched Inbound	\$0.1430	\$0.1360
Travel Card Calls	\$0.2750	\$0.2750
Option II:		
Switched Outbound	\$0.1340	\$0.1210
Switched Inbound	\$0.1380	\$0.1310
Travel Card Calls	\$0.2500	\$0.2500
Option III - Switched:		
Switched Outbound	\$0.1290	\$0.1170
Switched Inbound	\$0.1330	\$0.1250
Travel Card Calls	\$0.2500	\$0.2500
Option III - Dedicated:	Peak Rates	Off Peak Rates
Outbound	\$0.0980	\$0.0880
Inbound	\$0.1000	\$0.0900
Travel Card Calls	\$0.2500	\$0.2500

- 6.2 Rates and Charges, Cont'd.
  - 6.2.6 Frontier One (Including Carrier recognized holidays)
    - (A) The following per minute usage rates apply to all Frontier One calls:

<u>Day</u> <u>Evening/Night</u> <u>Weekend</u> \$0.1700 \$0.1700 \$0.1700

(B) Rates for Optional Travel Card\*\* (Including Carrier recognized holidays)

The following per minute rate is applicable to all travel card calls placed in conjunction with Frontier One service option. All calls are billed in one minute increments, with a one minute minimum for each call.

<u>Day</u> <u>Evening/Night</u> <u>Weekend</u> \$0.2500 \$0.2500 \$0.2500

The following per minute rate is applicable to all travel card calls when placed using the service on a stand alone basis. All calls are billed in one minute increments, with a one minute minimum for each call.

<u>Day</u> <u>Evening/Night</u> <u>Weekend</u> \$0.2500 \$0.2500 \$0.2500

<sup>\*\*</sup> An additional \$1.20 per call surcharge will be applied to all travel card calls requiring manual assistance.

# 6.2 Rates and Charges, Cont'd.

#### 6.2.7 <u>Frontier Independence</u>

## (A) Switched Access Option

The following per minute rates are applicable to all Independence 1+ and 8xx calls, for each month-to-month and term plan option, as indicated below:

Month-to-Month \$0.1100/minute

InterLATA\*

1 Year Term

(MMUL) \$25 \$0.1000/minute

1 Year Term

(MMUL) \$200 \$0.1000/minute

1 Year Term

(MMUL) \$1,000 \$0.0950/minute

1 Year Term

(MMUL) \$3,000 \$0.0950/minute

1 Year Term

(MMUL) \$5,000 \$0.0950/minute

\* Additional per minute discount for two year commitment versus one year

commitment: \$0.0025/minute.

Additional per minute discount for three year commitment versus one year

commitment: \$0.0050/minute.

# 6.2 Rates and Charges, Cont'd.

# 6.2.7 Frontier Independence, Cont'd.

The Following per minute rates are applicable to all Independence Multipoint 8XX calls:

	Business Hours*	Off Hours*
Validated	\$0.1650	\$0.1650
Non-validated	\$0.1550	\$0.1550

# (A) <u>Dedicated Access Option</u>

\$30,000

The following per minute rates are applicable to all Independence 1+ and 8XX calls for each term plan indicated below:

1 Year Term (MMUL)\$1,000, \$5,000, \$15,000 or \$30,000	InterLATA \$0.0725
2 Year Term (MMUL)\$1,000, \$5,000, \$15,000 or \$30,000	\$0.0725
3 Year Term (MMUL)\$1,000, \$5,000, \$15,000 or	\$0.0725

<sup>\*</sup> May be available in conjunction with existing Carrier products.

#### 6.2 Rates and Charges, Cont'd.

## 6.2.8 Frontier Hometown Saver

The following per minute rates are applicable to all Frontier Hometown Saver calls:

	<u>Per Minute Rate</u>
Monday through Saturday	\$0.09
Sunday and Holidays*	\$0.05
Monthly Recurring Charge	\$2.99

<sup>\*</sup> New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

#### 6.2.9 EZ Plan

The following per minute rates are applicable to all EZ Plan and 8XX calls as specified

	MMUC	Rate Per Minute InterLATA
Month-To-Month	\$0	\$0.0920
15 Month Term Plan	\$500	\$0.0897
	\$1000	\$0.0874
30 Month Term Plan	\$500	\$0.0897
	\$1000	\$0.0894

## 6.2 Rates and Charges, Cont'd.

## 6.2.10 EZ Plan II

The following per minute rates are applicable to all EZ Plan II inbound and outbound calls:

	<u>MMUL</u>	Rate per Minute
Month-to-Month	\$10	\$0.0920
15 Month Term	\$100	\$0.0911
15 Month Term	\$500	\$0.0897
15 Month Term	\$1,000	\$0.0874
15 Month Term	\$1,500	\$0.0865
30 Month Term	\$100	\$0.0911
30 Month Term	\$500	\$0.0897
30 Month Term	\$1,000	\$0.0874
30 Month Term	\$1,500	\$0.0865

## 6.2.11 Frontier Advantage

The following Monthly Usage Guarantee (MUG) levels and per minute rates are applicable to all Frontier Advantage 1+ calls on a Month-to-Month basis as specified below:

<u>Mileage</u>	<u>\$0 MUG</u>	<u>\$25 MUG</u>	<u>\$100 MUG</u>	
0 – 75	\$0.0590	\$0.0590	\$0.0590	(1)
75+	\$0.0990	\$0.0950	\$0.0925	

The following Monthly Usage Guarantee (MUG) levels and per minute rates are applicable to all Frontier Advantage 8XX calls on a Month-to-Month basis as specified below:

<u>\$0 MUG</u>	<u>\$25 MUG</u>	<u>\$100 MUG</u>
\$0.0990	\$0.0950	\$0.0925

(D)

(D)

Issued: April 30, 2003 Effective: May 1, 2003

## 6.2 Rates and Charges, Cont'd.

## 6.2.12 Frontier Voice Virtual Private Network

The following per minute rates are applicable to all Frontier Voice VPN switched and dedicated calls as specified below:

	Rate Per Minute
Dedicated to Dedicated	\$0.0253
Dedicated to Switched	\$0.0700
Switched to Dedicated	\$0.0700
Switched to Switched	\$0.1190
Remote Access to Switched*	\$0.1145
Remote Access to Dedicated*	\$0.0670

Volume Discount - One, Two & Three Year Term Plans:

<u>MMUL</u>	Percent Discount
\$0 - \$24,999	0.0%
\$25,000 - \$49,999	4.0%
\$50,000 - \$74,9999	5.0%
\$75,000 - \$99,999	7.0%
\$100,000+	9.0%

## Term Plan Discounts:

Term Plan	Percent Discount
One Year	0.0%
Two Year	9.0%
Three Year	12.0%

The above discounts and service are only available for Customer or Customer controlled affiliate locations for which the Customer has assumed full payment responsibility.

\* There is a \$0.25 per call surcharge applicable to all Remote Access calls.

## 6.2 Rates and Charges, Cont'd.

## 6.2.12 Frontier Voice Virtual Private Network, Cont'd.

The following Recurring/Non-recurring rates are applicable to Frontier Voice VPN:

(A)	Setup Charge:		Non-recurring Charge
	(1) 1 Year Term	n Plan	\$ 10,000.00
	(2) 2 & 3 Year 7	Term Plan	No Charge
(B)	A switched Access L location with switche	Line Group Charge applies to e	each Frontier Voice VPN
	Per Location		Non-recurring Charge \$ 100.00
		Monthly Recurring Charge	Non-recurring Charge
(C)	Personal Codes Per account	\$40.00	\$ 0.00
(D)	Remote Access Per 800	\$ 2.00	\$ 0.00
(E)	Optional Features Switched Overflow	\$ 0.00	\$50.00

## 6.2 Rates and Charges, Cont'd.

## 6.2.13 Frontier Simple 7

(A) Per Minute Charges

	<u>Per Minute</u>
Outbound (1+)	\$0.0700
Inbound (8xx)	\$0.0750

(B) A \$1.20 per call surcharge will be applied to all calls requiring manual intervention.

## 6.2.14 InterState 4.9

## (A) Per Minute Charges

(1) Outbound (1+)

<u>e</u>

(2) Inbound (8xx)

Day	\$0.099
Evening	\$0.099
Night/Weekend	\$0.099

(3) Calling Card \$0.28

## (B) <u>Monthly Recurring Charges</u>

Per Account \$5.99

<sup>\*</sup> Intrastate, interstate and international usage excluding taxes and surcharges apply towards \$30.00 minimum usage.

## 6.2 Rates and Charges, Cont'd.

## 6.2.15 Multipoint<sup>SM</sup> 800

The following per minute rates are applicable to all Multipoint<sup>SM</sup> 800 calls:

Mileage Band	Business Hour	Off Hour
0 - 150	\$0.2275	\$0.1875
151+	\$0.2275	\$0.1875

<sup>\*\*</sup> IntraLATA rates apply to Outbound 1+ calls, excluding 800 and Access Calls.

## 6.2.16 Simple Connect 8xx

The following per minute usage rates apply to all Simple Connect 8xx calls:

Business Hours: \$0.1900 Off Hours: \$0.2400

## 6.2.17 Frontier Flex 800

(1) The following per minute rates are applicable to calls made using Frontier Flex 800:

- (2) A \$1.20 per call surcharge will be applied to all calls requiring manual intervention.
- (3) A \$0.30 Calling Card surcharge will be applied to all outbound calls made using the dial tone PIRN.

## 6.2 Rates and Charges, Cont'd.

## 6.2.18 Access (Travel)

The following per minute rates are applicable for long distance calls made through Access, other than Solution, and Edge Customers who made Access calls:

Business Hours: \$0.4200 Off Hours: \$0.3500

## (A) Solution

The following per minute rates apply to Solution customers during their rate periods when they make long distance calls through Access (Travel):

Solution I and II	Business Hours*	Off Hours*
First Minute:	\$0.2975	\$0.2975
Add'l Minute:	\$0.2975	\$0.2400

Residential Solution and

 Solution III
 Business Hours\*
 Off Hours\*

 First Minute:
 \$0.3350
 \$0.2675

 Add'l Minute:
 \$0.3350
 \$0.2675

<sup>\*</sup> A \$0.89 surcharge is included in the First Minute for Solution calls made through Access Travel.

## 6.2 Rates and Charges, Cont'd.

6.2.18 Access (Travel), Cont'd.

## (B) HomeSaver

The following per minute rates apply to HomeSaver\* customers during their rate periods when they make long distance calls through Access (Travel):

Day: \$0.3500 Evening/Night/Weekend: \$0.3000

## (C) <u>Clear Value</u>

The following per minute rates apply to all Clear Value customers who make long distance calls during their rate periods through Access or Spectrum:

Business Hour Rate\*\* \$.2200/minute
Off Hour Rate\*\* \$.2200/minute

\*\* A \$0.89 surcharge per call will be applied to all Clear Value calls made through either Access or Spectrum. An additional \$1.20 per call surcharge will be applied to all Clear Value calls made through either Access or Spectrum requiring manual intervention.

## 6.2 Rates and Charges, Cont'd.

## 6.2.18 Access (Travel), Cont'd.

## (C) <u>Clear Value</u>, Cont'd.

Clear Value Optional Calling Card Plan\*:

The following per minute rates apply to all Clear Value term plan customers who elect the Optional Calling Card Plan, when their long distance calls are made through either Access or Spectrum during their rate periods:

	Business Hour	Off Hour
One Year Term Plan	\$0.3000	\$0.3000
Two Year Term Plan	\$0.2700	\$0.2700
Three Year Term Plan	\$0.2500	\$0.2500

\* A \$1.20 per call surcharge will be applied to all Clear Value Optional Calling Card Plan calls made through Access or Spectrum that require manual intervention.

## 6.2.19 Spectrum

The following rates per minute are applicable to all long distance domestic intrastate calls made through Spectrum service:

-	Rates Per Minute		
Mileage Band	Business Hour*	Off Hour*	
0 - 50	\$.2200	\$.1700	
51 - 125	\$.2300	\$.1900	
126 - 925	\$.2600	\$.2000	
926 and above	\$.2700	\$.2100	

\* A \$0.89 per call surcharge is applied to all Spectrum service domestic DIAL TONE PIRN and PIRN CALL calls, excluding special features and voice mail calls. An additional \$1.20 per call surcharge is applied to all domestic intrastate Spectrum calls that require manual assistance in dialing the call.

## 6.2 Rates and Charges, Cont'd.

## 6.2.20 Frontier Independence Optional Calling Card Plan:

The following per minute rates apply to all Independence customers who elect the Optional Calling Card Plan, when their long distance calls are made through Access or Spectrum service.

## <u>Day/Evening/Weekend</u> Including Carrier recognized holidays

Month-to-Month	\$0.28/minute
1 Year Term Plan	\$0.25/minute
2 Year Term Plan	\$0.23/minute
3 Year Term Plan	\$0.21/minute

\* An additional \$1.20 per call surcharge will be assessed on all Independence Optional Calling Card calls placed through Access or Spectrum service when manual intervention is required.

## 6.2.21 Priority Plan Optional Calling Card Service

The following per minute rates are applicable to PriorityPlan term plan customers who elect the Optional Calling Card Service:

Rate Per Minute

1 Year Term \$0.25 2 Year Term \$0.23

\* An additional \$1.20 per call surcharge will be assessed to all PriorityPlan Optional Calling Card calls requiring manual intervention.

## 6.2 Rates and Charges, Cont'd.

## 6.2.22 EZ Plan II Optional Calling Card Service\*

The following per minute rates are applicable to EZ Plan II customers who elect the Optional Calling Card Service:

	Rate Per Minute
Month-to-Month	\$0.28
15 Month Term	\$0.23
30 Month Term	\$0.21

<sup>\*</sup> An additional \$1.20 per call surcharge will be assessed to all EZ Plan II Optional Calling Card calls requiring manual intervention

## 6.2.23 Omni Card

	Day	/	Even	ing	Night/We	ekend
	Initial	Add'l	Initial	Add'l	Initial	Add'l
<u>Mileage</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
0 - 18	\$.3500	\$.3500	\$.3500	\$0.3500	\$0.3500	\$0.3500
19 - 44	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500
45 - 65	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500
66 -104	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500
105 -164	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500
165 +	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500

User Dialed Calling Card: \$0.35

Operator Dialed Calling Card: \$1.62

## 6.2 Rates and Charges, Cont'd.

## 6.2.24 Business Direct Billed Service Rates

	Per Minute	Per Call
1+ Switched Access	\$.1340	
800 Service	\$.1340	
Calling Card	\$.1600	\$0.60

## 6.2.25 Residential Service Rates

	Per Minute			
	<u>Peak</u>	Off-Peak	Per Call	
1+ Switched Access	\$.1600	\$.1000		
800 Service	\$.2500	\$.2500		
Calling Card	\$.2000	\$.2000	\$0.90	
Monthly			Initial	
	Recurring Charge	<u>Nonre</u>	ecurring Charge	
800 Service	\$3.50		\$10.00	

<sup>\*</sup> The Company may waive the above MRC and/or NRC charges from time to time.

## 6.2.26 Prepaid Calling Card

Calls are billed in one minute increments at a base unit rate of \$0.35 per minute.

## 6.2 Rates and Charges, Cont'd.

## 6.2.27 Business 250 Plus Service

## (A) Business 250 Plus - Option 1

	Per Minute	Per Call
1+ Switched Access	\$.1340	
800 Service	\$.1340	
Calling Card	\$.1450	\$0.50

## (B) Business 250 Plus - Option 2

	Per Minute	Per call
1+ Switched Access	\$.1340	
800 Service	\$.1340	
Calling Card	\$.2400	\$0.00

## 6.2.28 Citizens Select Calling Plan \*

## (A) <u>1+ Switched Access - Per Minute</u>

Annual Volume	No Term		2 Year Term	3 Year Term
<u>Commitment</u>	<u>Commitment</u>	<u>Commitment</u>	<u>Commitment</u>	Commitment
None	\$0.1460			
\$1,200		\$0.1250	\$0.1225	\$0.1200
\$6,000		\$0.1200	\$0.1175	\$0.1150
\$12,000		\$0.1150	\$0.1125	\$0.1100
\$24,000		\$0.1125	\$0.1100	\$0.1075
\$60,000		\$0.1100	\$0.1075	\$0.1050

## (B) 800 Service - Per Minute

Annual Volume	No Term	1 Year Term	2 Year Term	3 Year Term
<u>Commitment</u>	Commitment	Commitment	<b>Commitment</b>	Commitment
None	\$0.1460			
\$1,200		\$0.1250	\$0.1225	\$0.1200
\$6,000		\$0.1200	\$0.1175	\$0.1150
\$12,000		\$0.1150	\$0.1125	\$0.1100
\$24,000		\$0.1125	\$0.1100	\$0.1075
\$60,000		\$0.1100	\$0.1075	\$0.1050

<sup>\*</sup> This service is limited to existing customers at their existing locations

(N)

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.28 Citizens Select Calling Plan, Cont'd. \*

(N)

## (C) <u>Dedicated Access - Per Minute</u>

Annual Volume	1 Year Term	2 Year Term	3 Year Term
<u>Commitment</u>	Commitment	Commitment	Commitment
\$24,000	\$0.0830	\$0.0805	\$0.0780
\$60,000	\$0.0805	\$0.0780	\$0.0755
\$120,000	\$0.0780	\$0.0755	\$0.0730

## (D) Calling Card

Per minute \$0.1600 Per call surcharge \$0.60

## (E) Monthly Recurring Charges

## <u>Dedicated Access</u>

T1 Access actual telco cost
Access Coordination Function \$78.00
Central Office Connection \$270.00

## (F) <u>Initial Non-Recurring Charges</u>

## **Dedicated Access**

T1 Access actual telco cost
Access Coordination Function \$215.00
Central Office Connection \$340.00

(N)

<sup>\*</sup> The Company may waive the above non-recurring charges from time to time.

<sup>\*</sup> This service is limited to existing customers at their existing locations

## 6.2 Rates and Charges, Cont'd.

## 6.2.28 Citizens Select Calling Plan, Cont'd. \*

(N)

## (G) Optional - Monthly Recurring Charges

<u>Dedicated Access</u>	
Dialed Number Identification Service	\$50.00
Accounting Codes - Non-Validated	\$0.00
Accounting Codes - Validated Per Account	\$5.00

## (H) Optional - Initial Non-Recurring Charges

## **Dedicated Access**

Dialed Number Identification Service	\$200.00
Accounting Codes - Non-Validated	\$0.00
Accounting Codes - Validated Per Account	\$0.00

## 6.2.29 Point to Point Service

## (A) Monthly Recurring Charges

<u>lı</u>	nter-Office Channel (IC	OC)
<u>Mileage</u>	Fixed	Per Mile
DS1 - 1.544 Mb	<u>ps</u>	
1 - 50	\$1,500.00	\$8.00
51 - 150	\$1,500.00	\$7.50
151 - 1500	\$1,700.00	\$6.00
1501+	\$1,700.00	\$5.70
<u>56 Kbps</u>		
1 - 350	\$250.00	\$3.00
351 - 750	\$250.00	\$2.00
751 - 1500	\$250.00	\$1.00
1501+	\$250.00	\$0.70
Voice Grade		
1 - 750	\$250.00	\$0.36
751 - 1500	\$200.00	\$0.40
1501+	\$200.00	\$0.45

<sup>\*</sup> This service is limited to existing customers at their existing locations

(N)

#### 6.2 Rates and Charges, Cont'd.

## 6.2.29 Point to Point Service

#### (A) Monthly Recurring Charges

The following discounts apply to the above IOC charges:

<u>Term</u>	DS1	<u>56k</u>	Voice
1 Year	34%	14%	2%
2 Year	35%	17%	4%
3 Year	36%	20%	6%
4 Year	37%	22%	8%
5 Year	38%	24%	10%

# Access Coordination Function (ACF)

	per local loop
DS1	\$85.00
56k	\$29.77
Voice	\$29.75

## Central Office Connection (COC)

	per local loop
DS1	\$275.00
56k	\$21.30
Voice	\$22.10

## **Local Loop**

DS1	actual telco cost
56k	actual telco cost
Voice	actual telco cost

## 6.2 Rates and Charges, Cont'd.

## 6.2.29 Point to Point Service, Cont'd.

## (B) <u>Initial Non-Recurring Charges</u>

## Access Coordination Function (ACF)

per local loop
DS1 \$215.00
56K \$287.00
VOICE \$174.00

## Central Office Connection (COC)

per local loop DS1 \$340.00 56K \$252.00 VOICE \$215.00

Local Loop

DS1 actual telco cost 56K actual telco cost VOICE actual telco cost

## 6.2.30 Return Check Charge

\$25.00

<sup>\*</sup> The Company may waive the above non-recurring charges from time to time.

## 6.2 Rates and Charges, Cont'd.

## 6.2.31 Frontier TravelCard

(N)

The following intrastate per minute rates apply to all Carrier customers who select the Calling Card Plan, when their long distance calls are made through TravelCard.

## <u>Day/Evening/Weekend</u> Including Carrier recognized holidays

Month-to-Month	\$0.28/minute
1 Year Term Plan	\$0.23/minute
2 Year Term Plan	\$0.21/minute
3 Year Term Plan	\$0.17/minute

\* An additional \$1.25 per call surcharge will be assessed on all TravelCard Calling Card calls placed when manual intervention is required. Frontier VIP calls made for intrastate Directory Assistance will be charged \$1.99 per call.

## 6.2.32 Frontier VIP

- (A) VIP Standard Dedicated Term Plan Discounts
  - 1. InterLATA 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<u>Discount</u>	<u>Discount</u>	<u>Discount</u>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 Frontier VIP, Cont'd.

(N)

- (A) <u>VIP Standard Dedicated Term Plan Discounts</u>, *Cont'd*.
  - 2. InterLATA Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 Frontier VIP, Cont'd.

(N)

- (A) <u>VIP Standard Dedicated Term Plan Discounts</u>, *Cont'd*.
  - 4. IntraLATA Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

## B. <u>VIP Plus - Dedicated Term Plan Discounts</u>

1. InterLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 <u>Frontier VIP</u>, *Cont'd*.

(N)

## B. <u>VIP Plus - Dedicated Term Plan Discounts</u>, *Cont'd*.

## 2. InterLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<u>Discount</u>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

## 3. IntraLATA - 1+ Outbound

\$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	Discount	<u>Discount</u>	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

(N)

<sup>\*</sup> Base Rate (Month-to-Month and Term):

(N)

## SECTION 6 - RATES AND CHARGES (PRICE LIST), Cont'd.

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 Frontier VIP, Cont'd.

- B. <u>VIP Plus Dedicated Term Plan Discounts</u>, *Cont'd*.
  - 4. IntraLATA Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0811

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<u>Discount</u>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

- C. <u>VIP Standard Switched Term Plan Discounts</u>
  - 1. InterLATA 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 Frontier VIP, Cont'd.

(N)

- C. <u>VIP Standard Switched Term Plan Discounts</u>, *Cont'd*.
  - 2. InterLATA Toll Free Inbound

* Base Rate	(Month-to-Month	and Term	۰ \$	0.0900
Dasc Nate	\	and remi	η. Ψ	0.0000

	MTM	1 Year	2 Year	3 Year
	IVI I IVI	i i cai	Z i cai	3 i cai
Total Billing	<u>Discount</u>	<u>Discount</u>	<u>Discount</u>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

## 3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0900

MTM	1 Year	2 Year	3 Year
<u>Discount</u>	<u>Discount</u>	<u>Discount</u>	<u>Discount</u>
0.00%	2.00%	4.00%	6.00%
1.40%	3.40%	4.00%	6.00%
2.00%	4.00%	6.00%	20.00%
4.00%	6.00%	8.00%	22.67%
7.00%	18.00%	23.00%	38.70%
7.00%	18.00%	23.00%	38.70%
7.00%	18.00%	23.00%	38.70%
7.00%	18.00%	23.00%	38.70%
	Discount 0.00% 1.40% 2.00% 4.00% 7.00% 7.00%	Discount         Discount           0.00%         2.00%           1.40%         3.40%           2.00%         4.00%           4.00%         6.00%           7.00%         18.00%           7.00%         18.00%           7.00%         18.00%	Discount         Discount         Discount           0.00%         2.00%         4.00%           1.40%         3.40%         4.00%           2.00%         4.00%         6.00%           4.00%         6.00%         8.00%           7.00%         18.00%         23.00%           7.00%         18.00%         23.00%           7.00%         18.00%         23.00%

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 Frontier VIP, Cont'd.

(N)

- C. <u>VIP Standard Switched Term Plan Discounts</u>, *Cont'd*.
  - 4. IntraLATA Toll Free Inbound

* Base Rate (Month-to-Month and Term):	\$0.0900
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	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

## D. <u>VIP Plus - Switched Term Plan Discounts</u>

1. InterLATA - 1+ Outbound

\$0.0900

\* Base Rate (Month-to-Month and Term):

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

(N)

## 6.2 Rates and Charges, Cont'd.

## 6.2.32 Frontier VIP, Cont'd.

(N)

## D. <u>VIP Plus - Switched Term Plan Discounts</u>, *Cont'd*.

## 2. InterLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
Total Billing	Discount	<b>Discount</b>	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

## 3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0900

MTM	1 Year	2 Year	3 Year
<u>Discount</u>	<u>Discount</u>	<u>Discount</u>	<u>Discount</u>
0.00%	2.00%	4.00%	6.00%
1.40%	3.40%	4.00%	6.00%
2.00%	4.00%	6.00%	20.00%
4.00%	6.00%	8.00%	22.67%
7.00%	18.00%	23.00%	38.70%
10.00%	21.00%	26.00%	41.30%
13.00%	23.00%	28.00%	42.80%
15.00%	25.00%	30.00%	44.00%
	Discount 0.00% 1.40% 2.00% 4.00% 7.00% 10.00% 13.00%	DiscountDiscount0.00%2.00%1.40%3.40%2.00%4.00%4.00%6.00%7.00%18.00%10.00%21.00%13.00%23.00%	Discount         Discount         Discount           0.00%         2.00%         4.00%           1.40%         3.40%         4.00%           2.00%         4.00%         6.00%           4.00%         6.00%         8.00%           7.00%         18.00%         23.00%           10.00%         21.00%         26.00%           13.00%         23.00%         28.00%

(N)

## 6.2 Rates and Charges, Cont'd.

D.

6.2.32 <u>Frontier VIP</u>, *Cont'd*.

- VIP Plus Switched Term Plan Discounts, Cont'd.
  - 4. IntraLATA Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10.000	15.00%	25.00%	30.00%	44.00%

(N)

(N)

(N)

(N)

## SECTION 6 - RATES AND CHARGES (PRICE LIST), Cont'd.

## 6.2 Rates and Charges, Cont'd.

## 6.2.33 FrontierWorks LD \*

	Overage Rate per minute		
Block of Time (BOT) minutes	IntraLATA/Intrastate	InterLATA/Intratstate	
Free – 100	\$0.0900	\$0.0900	
BOT – 250	\$0.0800	\$0.0800	
BOT – 500	\$0.0800	\$0.0800	
BOT – 1000	\$0.0800	\$0.0800	

## 6.2.34 Freedom Calling Version A

## Rates

RATE PER MINUTE			
Block of Time (BOT) minutes	IntraLATA/Intrastate	InterLATA/Intrastate	
300	\$0.0900	\$0.1000	
600	\$0.0800	\$0.0900	

\* This service is limited to existing customers at their existing locations

# **Exhibit B**

# **Proposed Tariff Pages**

All long distance services are now detariffed. This is now called a Long Distance Service Catalog and can be found on the company website.

# **Exhibit C**

# Narrative summarizing changes proposed in the Application

All long distance services are now detariffed. This is now called a Long Distance Service Catalog and can be found on the company website.

## **Exhibit D**

Frontier Communications of America, Inc. is posting on its website, <a href="https://www.frontieronline.com">www.frontieronline.com</a>, the Competitive Telecommunications Services catalog, which contains all rates, terms, and conditions for all detariffed services. In addition, the company included bill messages in its customers March billing that explained the detariffing process. A copy of the notices are included as Exhibit E of this filing.

# **Exhibit E**

# Copy of Customer notice that was sent out via bill message on March 1

, W

P.005/011

3/01/08 419-459-4282/II Page 4 of

Date of Bill

Account Number

REGARDING DETARFERIG OF LONG DISTANCE SERVICES MPORTANT NOTICE FEOM FRONTIER COMMUNICATIONS

Dear Frontler Customer:

lerms and conditions for long distance services that you are provided by Beginning on April 1, 2008, the prices, service descriptions, any the Frontier Communications will no longer be on tife at the Public Utilities Commission of Ohio (PUCO).

From-CITIZENS COMMUNICATIONS

request a copy of this Information by contacting the telephone company nolices al least affeen days in advance of rate increases, changes in pidoes, terms, or conditions of these services to which you currently subscribe. Frontier Communications must still provide a custoner offerings in a catalog online at www.frontieronline.com or you can Additionally, you will be able to view the company's future service This modification does not automatically result in a change in the terms and conditions and discontinuance of existing services. al the following address:

or call (oli free 1-800-545-0710 Frontier Communications

Brooklyn. NI 49230

109 Randolph Street

Commission, this means that the agreement reached between he customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is varbal or written, will still be subject to consumer protections Since long distance services will no longer be on file with the required and enforced by the PUCO.

Communications at the tof free number 1-800-545-0710 or visitue online For any new services or changes in service, it will be important that you carefully review and confirm the price, term and conditions. If you have any questions about this matter, please call Frontier at www.trontieranline.com.

Under our conventant auto-renewal option, your current form agreement Contact customersentes for current rais, which may change belone Frontier Customer Service at the number on your invoice at least 30 for your Bundta service will automatically renew effective D60908. auto renew. If you wish to cencel your eulo-renewal, please cal days prior to your renewal date above.

Receiva

03-25-2008

Account Number

next morth, organize your charges in ways that are sasker to follow,

aspectally on the front page of your bill.

Based on customer input, we fave kept most of the billing categories on detail pages of your involce organized in ways our business customers

Frontier wants to thank the many customers that have worked with us, have come to expect.

Welcome to the New Frontler! 

bo!h (ormally and informally, to make these :fianges.

REGARDING DETARIFFING OF REGULATED NOW-RESIDENTIAL SERVICES IMPORTANT NOTICE FROM FRONTIER COMMUNICATIONS

From-CITIZENS COMMUNICATIONS

Dear Frontier Customer:

lerims and conditions for certain talecommunication services that you are provided by Frontier Communications will no longer be on file with the notices at teast litteen days in advance of referencemes, changes in Beginning on April 1, 2008, the prices, service descriptions, and the origes, lettins, or conditions of these services to which you currently subscribe. Fronter Communications must still provide a customer This modification does not automatically result in a change in the Additionally, you will be able to view the company's uture service lerms and conditions and disconimuance of existing services. Public Udities Commission of Ohio (PUCO)

\*

or call toll tree 1-803-545-0710 Frontler Communications at the following address: 109 Participh Sheet

request a copy of this information by contading the elephone company

offerings in a catalog online at try/w, frontierentine.com or you can

\*\*

Broakl/n, NI 49230

means that the egreement reached between the customer and the company, services or changes in service. This agreement, whether it is variash or Since these services will no tanger be on tile with the Commission, this instead of the document on file at the PUCO, will now control new written, will still be subject to consumer probotions lequired and

il you have any questions about this malter, please sail Frontier at the For any new services or changes in service it will be important that you carefully teview and confirm the price, term, and conditions antiproset by the PUCC.

1-800-5-5-07 to or visit us online at www.frontierontne.com. toll free number Sinceraly,

Recei

Date of Bill

Services affected include:

Frontiar Communications

Dial Tone Services:

Non-Recurring Charges for four (4) or more access lines: FOUR (4) OF MOUSE ACCOSE LINES

Service Connection Charge

Restoral of Savice Charge Change Charge

Directory Sorvices:

Directory Assistance

Directory Lestings (does not include primary listing)

Mon-Lister Numbers

Gustom Caling Services:

Acceptance, Distinctive Ring, Priorlly Call, Per Call Blocking, Busy Selective Call Rejection, Selective Call Forwarding, Special Call

Redtel (ital rale and pay-per-use). Call Rolum (ital rale and pay-peruse). Multiple Feature Discounts

Niscellaneous Services and Features

Features, Special Assemblies & Equipment, Local Loops, Transfer Service, 3-Way Calling, Call Forwarding, Enhanced Call Forwarding, Speed Call 8, 930 Services Blocking, Switched DS1 Service, Home Intercom, Centrex 800 Only Toll Restriction, Special Reverse Charge Toll, Speed Call 30, Fire Asporting Systems

ronier Freetom Package. Fronter Savers Pack, Fronter Features Pack Service Packages:

FrontierWorks Small Business Solutions

idessage Toli Telephone Service. Wide Area Telephone Service, Frontier ong Distance Services, Emergency Services Calling Plan Toll Cong Distance Services:

# **Exhibit F**

# Affidavit indicating that customer notice was sent to customers

## CUSTOEMR NOTICE AFFIDAVIT

STATE OF: MINNESOTA

SS:

COUNTY OF CHISAGO

## **AFFIDAVIT**

I <u>Tanya Swanson</u>, am an authorized agent of the applicant corporation, <u>Frontier Communications of America</u>, <u>Inc</u>, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through <u>Bill Message</u> on <u>March bills</u>, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Exectued on 5-15-08 (Location) (Location)

/s/ Janya Swarsh 5-15-08 (Signature and Title) (Date)



Notary Public My Commission Expires: This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

5/15/2008 1:13:36 PM

in

Case No(s). 90-5674-CT-TRF

Summary: Tariff This Application is made in order to conform Froniter Communications of America, Inc. to the Commission Rules in Case No, 06-1345-TP-ORD. electronically filed by Mr. Scott Bohler on behalf of Frontier Communications of America, Inc.