

ORIGINAL



0000070591

frontier
COMMUNICATIONS SOLUTIONS

RECEIVED

Phone: (801) 256-9560
Fax: (801) 256-9561
chuttsel@czn.com

2802

2007 APR 12 P 1: 28

AZ CORP COMMISSION
DOCUMENT CONTROL

April 11, 2007

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

**Re: Docket No. T-04036A-07-0108, Frontier Communications of America, Inc.
Application for Certificate of Convenience and Necessity to Operate as a
Facilities-Based Competitive Local Exchange Carrier in the State of
Arizona**

Dear Commissioners and Staff:

Enclosed please find an original and 13 copies of the Responses of Frontier Communications of America, Inc. to the Staff's First Set of Data Requests in the above-named docket.

Please direct any communications regarding this application to me at 801-256-9560, at P.O. Box 708970, Sandy, UT 84070-8970, or at chuttsel@czn.com.

Sincerely,

Curt Huttsell, Ph.D.
Manager, Government and External Affairs

Arizona Corporation Commission
DOCKETED

APR 12 2007

DOCKETED BY *nr*

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.1:

Please explain how Frontier calculated the maximum and current rates for the services included in the Frontier's proposed tariff.

Response:

Frontier used incremental cost estimates of its Digital Phone bundle as a price floor and based upon market conditions calculated a margin over cost to be added to the floor to arrive at a proposed current rate. Frontier determined the maximum rate for its Digital Phone bundle by estimating the largest margin over cost that the market might be expected to bear.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.2:

Please explain why Frontier believes the proposed rates are just and reasonable using a fair value or cost basis. Please provide any corresponding economic justification or cost supporting materials.

Response:

Frontier's proposed rates are just and reasonable because they exceed incremental cost and because they are expected to generate sufficient revenue to cover expenses and provide a reasonable return on its anticipated investment. Please see Confidential Attachment D-1 for forecasts of revenue, expenses and investment.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.3:

Please identify all Frontier affiliates operating within the state of Arizona.

Response:

Frontier has four affiliates operating in Arizona, three rural incumbent local exchange carriers (ILECs) and one Commercial Mobile Radio Service (CMRS) provider. The three rural ILECs are (1) Citizens Utilities Rural Company, d/b/a Frontier Citizens Utilities Rural, (2) Citizens Telecommunications Company of the White Mountains, d/b/a Frontier Communications of the White Mountains, and (3) Navajo Communications Company, Inc. The CMRS affiliate is Mohave Cellular. All four affiliates are subsidiaries of Citizens Communications Company, Inc.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.4:

Please provide a comparison between Frontier's proposed rates and those of key competitors? If Frontier's rates are higher than key competitors, please explain why Frontier's rates should be considered just and reasonable.

Response:

Due to a transcription error, Frontier mistakenly proposed a current rate for its Digital Phone Bundle of \$39.99 per month in its original application in this docket. At the time of the original application, Frontier intended to submit a current rate of \$29.99 per month, but upon further reflection, Frontier now intends to match Qwest's comparable offering at \$25.99 per month. Qwest's comparable offering is a combination of Residence Flat Rate Service at \$13.18 monthly (Qwest Corporation Arizona Exchange and Network Services Price Cap Tariff, Section 5, Page 21) and *QWEST CHOICE* Home at \$12.81 monthly (Qwest Corporation Arizona Competitive Exchange and Network Services Price Cap Tariff No. 2, Section 5, Page 136). Together the two Qwest offerings come to \$25.99 per month. Correspondingly, Frontier now intends to set the maximum rate for its Digital Phone Bundle at \$45.99 per month. Please refer to Frontier's amended tariff enclosed with these responses as Supplemental Attachment B.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.5:

Please confirm that Frontier will not be providing facilities-based local exchange service to Business customers?

Response:

Frontier Communications of America has no plans at this time to provide facilities-based local exchange service to business customers.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.6:

Please explain why the proposed tariff submitted as Attachment B in Frontier's CC&N application does not include many services typically associated with local exchange service, such as:

- (1) Listing Services (e.g., Primary Listings, Additional Listings, Non-Published Listings, & Non-Directory Listings)
- (2) Directory Assistance
- (3) Operator Services
- (4) Additional Lines
- (5) PIC-2 Changes

Response:

Except for Additional Lines, Frontier has modified its proposed tariff to include the aforementioned services. Please refer to the enclosed Supplemental Attachment B. In Supplemental Attachment B, Directory Assistance and Listing Services are included in Section 6 and Operator Services in Section 7, and primary interexchange carrier subscription change service and charges are included in Section 3, Pages 3 and 4. Frontier's customers wishing to have second and subsequent lines at the same location may subscribe to additional Digital Phone Bundles.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzel@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.7:

Without offering many services typically associated with local exchange service, such as those listed above, how does Frontier propose or assume that Frontier's customers find alternative services?

Response:

As reflected in revisions to its proposed tariff, labeled Supplemental Attachment B, Frontier will be offering the typical services listed in STF 1.6.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.8:

Please explain if Frontier or any Frontier affiliates have local exchange service applications pending in any States?

Response:

No. Neither Frontier Communications of America nor any of its affiliates have local exchange service applications pending in another state.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.9:

Section 2.2 of Frontier's proposed tariff states:

The Company is a resale common carrier providing operator services and a facilities based carrier providing wire line services to Customers within the State of Arizona. The Company' services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this Tariff."

Since Frontier's proposed tariff does not include any Operator Services elements, please explain the reference to providing Operator Services "...under terms of this Tariff."

Response:

As reflected in revisions to its proposed tariff, labeled Supplemental Attachment B, Frontier will be offering Operator Services.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.10:

Section (B-4) of the CC&N application requested:

The Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Please:

- (1) Confirm that the 2004 and 2005 Confidential Annual Reports provided to Staff are accurate or provided revised information as necessary.
- (2) Provide any related notes pertaining the financial statements that may be available.

Response:

The Confidential Annual Reports of Frontier Communications of America for the years 2004 and 2005 are accurate and need not be supplemented with additional information. There are no related notes pertaining to the financial statements.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.11:

Is Frontier in full compliance with Decision No. 65105, issued 8/22/02, and Decision No. 65644, issued 2/1/03? If "no", please explain what steps Frontier will take to become in full compliance and by what date?

Response:

Yes, Frontier completely complies with Decision No. 65105 and Decision No. 65644.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

**RESPONSES OF FRONTIER COMMUNICATIONS OF AMERICA, INC. TO THE
ARIZONA CORPORATION COMMISSION STAFF'S FIRST SET OF DATA REQUESTS IN
DOCKET NO. T-04036A-07-0108
March 20, 2007**

STF 1.12:

Does Frontier have any open Customer Complaints in Arizona? If "yes", please explain the number of complaints, their status and steps Frontier is taking to resolve the complaints.

Response:

No. Frontier Communications of America, Inc. does not have any open Customer Complaints in Arizona.

Respondent:

Curt Huttzell, Ph.D.
Manager, Government and External Affairs
Frontier Communications of America, Inc.
P. O. Box 708970
Sandy, UT 84070-8970
801-256-9560
<mailto:chuttzell@czn.com>

Supplemental Attachment B

FRONTIER COMMUNICATIONS OF AMERICA, INC.

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to telecommunications services provided by Frontier Communications of America, Inc. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

CHECK SHEET

| <u>SECTION/PAGE</u> | <u>REVISION</u> | <u>SECTION/PAGE</u> | <u>REVISION</u> |
|---------------------|-----------------|---------------------|-----------------|
| Title Page | Original * | | |
| 1 | Original * | | |
| 2 | Original * | | |
| 3 | Original * | | |
| 4 | Original * | | |
| 1-1 | Original * | | |
| 1-2 | Original * | | |
| 1-3 | Original * | | |
| 1-4 | Original * | | |
| 2-1 | Original * | | |
| 2-2 | Original * | | |
| 2-3 | Original * | | |
| 2-4 | Original * | | |
| 2-5 | Original * | | |
| 2-6 | Original * | | |
| 2-7 | Original * | | |
| 3-1 | Original * | | |
| 3-2 | Original * | | |
| 3-3 | Original * | | |
| 3-4 | Original * | | |
| 4-1 | Original * | | |
| 4-2 | Original * | | |
| 5-1 | Original * | | |
| 6-1 | Original * | | |
| 6-2 | Original * | | |
| 6-3 | Original * | | |
| 6-4 | Original * | | |
| 6-5 | Original * | | |
| 6-6 | Original * | | |
| 7-1 | Original * | | |

* Included in this filing

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

TABLE OF CONTENTS

| | Section/Page |
|--|---------------------|
| Title Page | Title Page |
| Check Sheet..... | 1 |
| Table of Contents | 2 |
| Concurring Carriers | 3 |
| Explanation of Symbols | 3 |
| Tariff Format..... | 4 |
| Section 1 - Definitions | 1-1 |
| Section 2 - Rules and Regulations..... | 2-1 |
| Section 3 – Service Connection, Move and Change Charges..... | 3-1 |
| Section 4 – Local Exchange Services..... | 4.1 |
| Section 5 - Promotional Offerings | 5-1 |
| Section 6 – Directory Services | 6-1 |
| Section 7 – Local Exchange Operator Services | 7-1 |

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

- (C) - To Signify Changed Regulation
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - Indicates new rate or regulation
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation But No Change in Rate or Charge

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the AZ C.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a tariff filing is made with the AZ C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

Issued:

Effective:

SECTION 1 - DEFINITIONS

Access Line: An arrangement, which connects the Customer's telephone to a designated switching center or point of presence.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

AZ C.C.: Arizona Corporation Commission.

Basic Exchange Service: Basic telephone service furnished within an exchange area or local service area.

Call Waiting/Cancel Call Waiting: Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting, and by operation of the switch hook, to place the first call on hold and answer the waiting call. The customer may alternate between the two calls by operation of the switch hook but a three-way conference cannot be established. In addition, the Cancel Call Waiting feature provides the customer who has Call Waiting with the ability to disable the Call Waiting feature for the duration of a call. The feature is automatically deactivated when the customer terminates the call in progress. Call Waiting is not offered as a compatible service to customers who also subscribe to Call Forwarding Busy and/or Call Forwarding Don't Answer.

Caller ID: Is an arrangement, which permits a customer with local Exchange Service other than foreign central office service to receive the calling telephone number for calls placed to the customer. The calling telephone number will be forwarded from the terminating central office to compatible customer provided display equipment associated with a customer's Local Exchange Service. The calling telephone number will be delivered during the first silent interval of ringing. For calls originating from a line within a multi-line hunt group, only the main telephone number will be delivered. If the calling telephone number is not available for forwarding to the called party, the customer's display device will record the time of day and date, and show "OUT OF AREA" and in some cases, dashes (--- ---), for the non- available numbers. The calling telephone number is unavailable from calls made via some large PABX systems within the Customized Local Area Signaling Service calling area, from most cellular radio calls, and currently from interexchange carrier calls. Compatible customer provided display equipment is required for this service.

- 1) Any customer subscribing to Caller ID will be responsible for the provision of a display device, which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.
- 2) Telephone numbers are not available on operator-handled calls.
- 3) Telephone numbers transmitted via Caller ID are intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 1 - DEFINITIONS, (Continued)

Caller ID with Name: is an arrangement, which permits a customer who subscribes to Caller ID service to receive the phone number and name of the calling party, pursuant to Caller ID limitations, on a customer provided display device. When calls are marketed private by the calling party, number and name cannot be received.

Company or Carrier: Frontier Communications of America, Inc. unless otherwise clearly indicated by the context.

Customer: The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access: Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Exchange Area: An area within which the Company holds itself out to furnish telephone service from one or more central offices serving that area in accordance with the provision of the tariffs.

Intrastate Communications: Any communications that originates and terminates within the same state and is subject to the oversight by a state regulatory commission as provided by the laws of that state.

LEC: Local Exchange Company.

Move and Change Charges: Non-recurring charges made to cover in part the cost of changes in location or type of facilities on a customer's premises at the request of the customer, where there is no interruption to service, other than that incident to the work involved, and where such changes are not required for the proper maintenance of the equipment or service.

Non Published Telephone Number Service: Customer may request that the telephone number of his service not be published in the Company's directories. The Company may require such a request to be in writing. If the customer makes such a request, the Company will take the following reasonable precautions.

- a. Not to publish the number in any of its publicly distributed directories.
- b. Except when required by law, not to disclose the number to any person other than representatives of law enforcement agencies, 911, its own employees for use in compiling service records and billing information, or other telephone companies, or other telephone customers who are billed for calls placed from the nonpublished number.

The customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever whether suffered, made, instituted or asserted by the customer or by any other person caused or claimed to have caused directly or indirectly by the publication of such number or the disclosure of said number to any person.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 1 - DEFINITIONS, (Continued)

Non-recurring Charge: A one-time charge associated with certain installations, change or transfer of services either in lieu of or in addition to recurring monthly rates.

Point of Demarcation: The point of interconnection between the Company communications facilities and Customer provided facilities as defined in Part 68 of the Federal Communications Commissions Rules and Regulations.

Point of Origination: The Company's switch location accessed by the customer for the purpose of making a call using Company's service.

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

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

Service Charge: The charge as specified in the Company's tariffs which covers the cost of establishing, moving, changing or reconnecting service or equipment.

Service Connection Charge: A non-recurring charge made to cover in part certain operating expenses incident to the establishment of telephone service and the connection of the service with the telephone system.

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

Service Date: The date that billing starts for service or any service component.

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

Serving Wire Center: A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Simultaneous Ring feature: Rings the customer's home and wireless phone at the same time. The customer may activate or deactivate this feature for their home or wireless telephone number by day and time only.

Single Party Residence Service: A class of exchange service furnished to an individual at a single party residence or place of dwelling where the actual or obvious use of the service is for domestic purposes.

Special Request: Any modification that is performed by the Company at the customers request that is above and beyond normal service and or access use.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 1 - DEFINITIONS, (Continued)

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

Touch Calling Network Access Line Service: Touch Calling Service will only be furnished in those exchanges where special central office equipment and other serving arrangements have been provided and are compatible with such service. Where operating conditions permit, touch call and rotary dial instruments may be mixed on lines equipped for touch calling service.

Unlimited Extended Area Service: An exchange service available to customers in a particular exchange area for communication throughout that exchange area and other designated areas in accordance with the provisions of the exchange tariffs.

Visit Charge: A charge applied when a visit to the customer's premises is required to determine if customer-owned equipment is causing impairment or harm to the Company's facilities.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 2 - RULES AND REGULATIONS

2.1 General

The rules and regulations specified herein are in addition to the most current version of the State of Arizona Administrative Rules and Regulations, Article 5, Telephone Utilities adopted by the Arizona Corporation Commission and those contained in the Local Exchange Tariffs, the Intrastate Access Service Tariffs, and the Message Toll Telephone Service Tariffs. These rules and regulations apply to the intrastate services and facilities furnished by Frontier Communications of America, Inc., (hereinafter jointly the "Company"). Failure on the part of the customers to observe the rules and regulations, after due notice (where necessary) of such failure, automatically gives the Company the right to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these rules and regulations and any rate, rule, regulation or provision contained in the Local Exchange Service Tariffs, the Intrastate Access Service Tariffs or the Message Toll Telephone Service Tariffs, the rate, rule, regulation or provision contained in the specific tariffs shall prevail.

These rules and regulations cancel and supersede all other rules and regulations of the Company issued and effective prior to the effective dates of these Tariffs.

2.2 Undertaking of the Company

The Company is a resale common carrier providing operator services and a facilities based carrier providing wire line services to Customers within the State of Arizona. The Company's services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this Tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.3 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by the Company within the state of Arizona.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 2 - RULES AND REGULATIONS

2.4 Payment and Credit Regulations

2.4.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls, which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Arizona Corporation Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist, which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

2.4.2 Deposits

The Company does not collect deposits from its Customers.

2.4.3 Advance Payments

The Company does not require advance payments from its Customers.

2.4.4 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.4.5 Non-Sufficient Fund Check Service Charge

The Company may render a service charge to the customer for processing non-sufficient funds checks as shown below. Such charges will be in addition to other late charges and penalties, which may be applicable under other sections of these tariffs.

Each non-sufficient funds check - \$12.50

Issued:

Effective:

SECTION 2 - RULES AND REGULATIONS (Continued)**2.5** Taxes and Fees

- 2.5.1 For all calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.5.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.5.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

2.6 Refunds or Credits for Service Outages or Deficiencies**2.6.1** Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.7 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty-minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

2.6.2 Inspection, Testing and Adjustment

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

Issued:

Effective:

SECTION 2 - RULES AND REGULATIONS (Continued)**2.7** Liabilities of the Company

- 2.7.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.7.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.7.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.7.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by the Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

2.8 Refusal or Discontinuance by Company

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

Issued:

Effective:

SECTION 2 - RULES AND REGULATIONS (Continued)2.8 Refusal or Discontinuance by Company (Continued)

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

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- D. For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.
- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction, which prohibits Company from furnishing such services.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 2 - RULES AND REGULATIONS (Continued)**2.9** Limitations of Service

- 2.9.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.9.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.9.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.9.4 The Company reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

2.10 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling the Company' Arizona intrastate service must have authority to provide interexchange services from the Arizona Corporation Commission.

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued:

Effective:

SECTION 2 - RULES AND REGULATIONS (Continued)

2.13 Restoration of Service

Restoration of service shall be accomplished in accordance with Arizona Corporation Commission and FCC rules and regulations.

2.14 Other Rules

2.14.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 3 - SERVICE CONNECTION, MOVE AND CHANGE CHARGES**3.1 General**

- a. Service Connection, Move and Change Charges provided for in this section are payable at the time application for the particular service or facility is made, and are in addition to the regular schedule of rates as set forth elsewhere in this tariff.
- b. A Service Connection, Move and Change Charge may consist of one or more non-recurring charges for work performed due to a customer request. The charges are separately established in order to provide a reasonable basis for recovery of costs incurred in the required operations.
- c. Charges shown in this section are based on work being performed during regularly scheduled work hours of the Company's employees. When overtime work is performed for customer convenience, at his request, the customer will be billed premium costs.
- d. A temporary disconnection or rearrangement of a customer's telephone facilities to permit remodeling or redecorating of the customer's premises will be considered as a move or rearrangement and the applicable multi-element service charges will apply.
- e. The Multi-Element Service Charges for service ordering, line connection and in some cases premises visit, shall be applicable for reconnection of a temporarily disconnected service.

3.2 Multi-Element Service Charges**3.2.1 Service Ordering**

- a. The Service Ordering Charge is applicable to each customer request for work performed by the Company in connection with the receiving, recording and processing of a customer request to be completed for the same account, at the same premises, at the same time.
- b. One Service Ordering Charge applies for all items included on a service order. Only one service ordering charge is applicable even though the Company may elect to issue more than one service order to comply with the customer's request for service.
- c. A records only service ordering charge applies to customers requesting changes in service not requiring application of other service connection elements.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 3 - SERVICE CONNECTION, MOVE AND CHANGE CHARGES (Continued)

3.2 Multi-Element Service Charges (Continued)

3.2.2 Line Connection

- a. The Line Connection Charge is applicable for work performed in the Central Office and work performed in providing or rearranging the drop wire or outdoor circuit to the customer's premises. The charge is applied to work including but not limited to:
 - Connection or reconnection of each local exchange line, trunk, and off premises extension line.
 - Customer Requested Number Changes on each local exchange line or trunk.

3.2.3 Premises Visit

- a. A Premises Visit Charge is applicable for each visit to the customer's premises to perform work other than to perform repair or disconnect work at the customer's request.
- b. When the Company requires more than one visit to complete the customer's request, individual premises visit charges will be applied unless the additional visits are caused by the Telephone Company.

3.2.4 Order Cancellation

When an order is cancelled prior to its completion, the customer will be responsible for payment of the proportionate completed part of all elements involved in the order prior to cancellation.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 3 - SERVICE CONNECTION, MOVE AND CHANGE CHARGES (Continued)

3.2 Multi-Element Service Charges (Continued)

3.2.5 Element Charges

| | | Current Non-recurring Charge <u>Residence Only</u> | Maximum <u>Rate</u> |
|----|---|--|------------------------|
| a. | Elements for new and additional service, move and changes and in place connections | | |
| | 1. Service Ordering Charge Per customer request | | |
| | i) Other than records only work | \$30.00 | \$40.00 |
| | ii) Records only work not requiring application of other element charges | 10.00 | 20.00 |
| | 2. Line Connection Charge, per Central Office line | 30.00 | 40.00 |
| | 3. Premises Visit Charge, per required visit | 10.00 | 20.00 |
| b. | Long Distance Carrier Subscription Change Charge for equal access, access line | 5.00 | 10.00 |

3.2.6 Element Charge Exemptions

- a. Moves, rearrangements or changes initiated by the Company.
- b. Change in billings and/or directory listing initiated by the Company.
- c. Customer-provided telephone sets or other terminal equipment connected by the customer when no central office line connection, premises visit or premises work is required by the Company.
- d. To the re-establishment of service at the same premises after the destruction or partial destruction of the customer's premises by means beyond the control of the customer.
- e. When the service is assumed by a receiver or trustee, executor, or administrator of an estate.
- f. Changes to a customer's billing address.
- g. Disconnection of a customer's access line or other services.

Issued:

Effective:

SECTION 3 - SERVICE CONNECTION, MOVE AND CHANGE CHARGES (Continued)**3.2** Multi-Element Service Charges (Continued)**3.2.6** Element Charge Exemptions

- a. Moves, rearrangements or changes initiated by the Company.
- b. Change in billings and/or directory listing initiated by the Company.
- c. Customer-provided telephone sets or other terminal equipment connected by the customer when no central office line connection, premises visit or premises work is required by the Company.
- d. To the re-establishment of service at the same premises after the destruction or partial destruction of the customer's premises by means beyond the control of the customer.
- e. When the service is assumed by a receiver or trustee, executor, or administrator of an estate.
- f. Changes to a customer's billing address.
- g. Disconnection of a customer's access line or other services.

3.2.7 Long Distance Carrier Subscription Change Charge

The subscription charge for Interexchange Carrier (IC) changes is billed to the requesting customer. In the event the customer is incorrectly subscribed due to misassignment on the part of the IC and the IC is unable to document such assignment, the Company will apply the charge to the IC responsible for the misassignment of the customer, assign the customer to an IC of the customer's choice, and credit the original subscription charge. Other multi-element charges are not applicable.

3.3 Installment Billing**3.3.1** General

- a. This is an optional method of payment for element (one-time) charges for residential services. This optional method of payment will be provided at no extra charge to residential customers over three equal monthly payments.
- b. Installment billing provides for billing charges in monthly installments where a customer desires the optional payments. The monthly installments normally begin with the first bill rendered after completion of the work involved.
- c. The optional payment plan will not be applicable to subsequent additions or changes of equipment or services at customer's premises already receiving local exchange service from the Company.
- d. In the event service is discontinued prior to payment of all amounts due under the provisions of the installment payment plan, the outstanding balance will become due and payable in full upon demand of the Company.

Issued:

Effective:

SECTION 4 - LOCAL EXCHANGE SERVICES

4.1 FRONTIER DIGITAL PHONE SERVICE

4.1.1 Residential Bundled Service

4.1.2 Applicability

Applicable to single-party residential service.

4.1.3 General

Frontier Digital Phone Service is a bundled offering available to Residential customers that subscribe to flat rate residential service. The bundle includes a basic residential access line, touch Calling service and a combination of enhanced calling features. Customer's subscribing to this plan may select any or all of the following features for a flat monthly charge.

Frontier Digital Phone Service includes the following:

- One Residential Access Line
- Touch Calling Service
- Caller ID
- Caller ID with Name
- Call Waiting

4.1.4 Rates and Charges

- a. Unless otherwise stated elsewhere in this section, Service Connection Charges as specified in tariff Section 3 apply to the installation of individual components of the bundle.
- b. The customer may add or delete the services or features of the Residential Bundle without incurring a Service Connection Charge.

| | | |
|---|---------------------------------|---------------------|
| c. Monthly Rate | <u>Current Monthly Rate</u> | <u>Maximum Rate</u> |
| Residential Bundle | \$25.99 | \$45.99 |
| Cottonwood, Flagstaff, Joseph City, Payson, Prescott, Sedona, Williams, and Winslow | | |

Issued:

Effective:

SECTION 4 - LOCAL EXCHANGE SERVICES (Continued)

4.1 FRONTIER DIGITAL PHONE SERVICE (Continued)

4.1.5 Special Conditions

- a. The bundle is available only to residential customers who are served from a central office in which services in the bundle are offered and can be provided by the Company to the customer.
- b. The bundled rate will appear as a single line item on the customer's bill.
- c. All Interstate End User Subscriber Line Charges and other applicable surcharges and taxes will be billed separately from and in addition to the bundle rate.
- d. The Residential Bundle includes basic local service and non-basic local services. Nonpayment or partial payment of the basic local service charges within the bundle may result in disconnection of your basic local service. Refer to the Company's Rules and Regulations pertaining to non-payment or partial payment.
- e. The enhanced calling features included in the bundle are provided subject to their individual service regulations as specified in the applicable sections of the Company's tariff.
- f. In addition to the rates and conditions specified herein, all rules, regulations, charges and rates in conjunction with the services furnished elsewhere in the tariffs are also applicable to the service provided under this schedule.

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 5 – PROMOTIONAL OFFERINGS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Promotional Offerings:

5.2.1

Issued:

Effective:

Issued by: Vice President Regulatory
180 South Clinton Avenue, Rochester, NY 14646

SECTION 6 – DIRECTORY SERVICES**6.1 General**

- 6.1.1 Listings in the alphabetical section of the telephone directory are intended solely for the purpose of identifying the customers' telephone numbers as an aid to the use of telephone service.
- 6.1.2 Residence listings consist of a name, an abbreviation indicating "residence", the address of the premises at which service is furnished, and the telephone number.
- 6.1.3 Residence listings may be those of the customer or members of the customer's domestic establishment residing in the premises in which the customer's service is provided.
- 6.1.4 Residence listings of professional customers may indicate the same designation or title or profession as their business service listings. When professional customers are not customers to business service, the listing may include designation of title. Residence listings of clergymen, professors, military or naval officers may, for purpose of identification, include designation of title.
- 6.1.5 The charges for additional listings begin with the day they are entered in the information records, and when such listings are included in the directory, they may not be discontinued until the end of the directory period unless the listed party or concern vacates the customer's premises or subscribes for service of the same class as furnished the customer or unless the customer's service is discontinued, or in the case of guest listing, the listed party becomes a customer to residence service in his own name in the same exchange.
- 6.1.6 All applications for reference listings to the service of another customer shall be signed by both customers who are parties to the arrangement or by their authorized agents. The charges for listings referring to the service of another customer begin with the day they are entered in the information records and when such listings are included in the directory, they may not be discontinued until the end of the directory period upon the written order of either the customers concerned or his authorized agent.
- 6.1.7 All applications for additional listings and lines of information shall be made by the customer or authorized agent.
- 6.1.8 Telephone numbers of public telephones will not be listed in the telephone directory.
- 6.1.9 Residence listings, at the rate shown, will allow for a choice of one possible form, in accordance with Company Commercial Practice, for spouses with the same last name and address.

Issued:

Effective:

SECTION 6 – DIRECTORY SERVICES (Continued)

| 6.2 RATES | | Current Monthly Rates |
|-----------|---|--------------------------|
| 6.2.1 | Primary Service Listings | |
| a) | Each Frontier Digital Phone service | No Charge |
| 6.2.2 | Additional listings and lines of information | |
| a) | Each residence listing | \$1.00 |
| b) | Each listing of guests or residents at hotel or motel | 1.00 |
| c) | Each reference to another service of the same customer | 1.00 |
| d) | Each reference to service of different customer | 1.00 |
| e) | Each line of information in addition to a listing | 1.00 |
| 6.2.3 | Foreign Listing | |
| a) | Each residence listing | 1.00 |

Issued:

Effective:

SECTION 6 – DIRECTORY SERVICES (Continued)

6.3 NON PUBLISHED TELEPHONE NUMBER SERVICE

6.3.1 A Customer may request that the telephone number of his service not be published in the Company's directories. The Company may require such a request to be in writing. If the customer makes such a request, the Company will take the following reasonable precautions.

- a) Not to publish the number in any of its publicly distributed directories.
- b) Except when required by law, not to disclose the number to any person other than representatives of law enforcement agencies, 911, its own employees for use in compiling service records and billing information, or other telephone companies, or other telephone customers who are billed for calls placed from the nonpublished number.

6.3.2 The customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whatsoever whether suffered, made, instituted or asserted by the customer or by any other person caused or claimed to have caused directly or indirectly by the publication of such number or the disclosure of said number to any person.

6.3.3 Non Published Service rates and charges are not applicable to telephone numbers associated with a primary telephone number in an Access Line Hunting group.

6.3.4 Rates

| | <u>Current Monthly Rate</u> | <u>Service Charge</u> |
|--|---------------------------------|------------------------------------|
| a) Each non published telephone number | \$1.50 | Service Ordering Charge, Section 3 |

Issued:

Effective:

SECTION 6 – DIRECTORY SERVICES (Continued)

6.4 DIRECTORY ASSISTANCE SERVICE

6.4.1 Description of Service

- A. Local Directory Assistance
- a) Directory Assistance (DA) Service provides customers assistance in determining telephone numbers located within the caller's same area code and LATA.
 - b) The charges set forth below apply when customers of the Company request assistance in determining telephone numbers of customers (1) who are located in the same local service area, or (2) who are not located in the same local service area but who are located within the same area code and LATA for which the Company furnishes centralized Directory Assistance Service.
 - c) Use of directory assistance is intended only as an aid in the use of telephone service by a customer who may occasionally have need for a directory listing. Any use for other purposes or of a commercial nature shall be subject to charges between the Company and the customer.
- B. Directory Assistance Call Completion
- a) This service will allow incoming directory assistance callers to be automatically connected to the requested number. The caller will be notified that if they elect to accept this service by depressing the number "1" on their touchtone keypad they will be automatically connected. The caller will also be notified there is an additional charge for this service.
 - b) This service is available to customers on a per use basis and where technically feasible.
- C. National Directory Assistance
- a) National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local area code or LATA.
 - b) Call allowances or exemptions do not apply to National Directory Assistance calls.
 - c) Customers who dial directory assistance for the purpose of obtaining a Local Directory Assistance listing and a National Directory listing will be charged for a National Directory Assistance call.
 - d) A maximum of two requested telephone numbers are allowed per call.

Issued:

Effective:

SECTION 6 – DIRECTORY SERVICES (Continued)

6.4 DIRECTORY ASSISTANCE SERVICE (Continued)

6.4.2 Regulations

- a) The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain Directory Assistance Service, by the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the customer's regular telephone account.
- b) Except as in (c) following, a customer is allowed three (3) direct dialed Local Directory Assistance Service calls per main billed account per month at no charge.
- c) Call allowances are not transferable between separate accounts of the same customer.
- d) Charges for Directory Assistance Service are not applicable to customers who are unable to use a directory because of a visual or physical handicap.
- e) Call Allowances do not apply to National Directory Assistance or Directory Assistance Call Completion calls.

6.4.3 Charges

- a) There is a maximum of two requested telephone numbers per local or national directory assistance call.
- b) Local Directory Assistance

| | <u>Current Charge</u> |
|--|-----------------------|
| Customer direct dials, per call | \$.25 |
| Customer places call through Operator per call (1) | .40 |
| Public Access Line, each call (1) | .30 |
- c) National Directory Assistance, per call .85
- d) Directory Assistance Call Completion (1) .45

(1) No Call Allowance

Issued:

Effective:

SECTION 6 – DIRECTORY SERVICES (Continued)

6.5 NONLISTED SERVICE

6.5.1 Description

At the request of the customer, any one or all of the customer's Primary Listings, Additional Listings or other listings associated with the same or different CO line or trunk normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

6.5.2 Regulations

- a) The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the customer has requested be omitted from the Company's telephone directory or the disclosing of such a listing to any person or entity. Where such a listing is published in the Company's telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Non-listed Service.
- b) Non Listed Service rates and charges are not applicable to telephone numbers associated with a primary telephone number in an Access Line Hunting group.

6.5.3 Rates

| | <u>Current Monthly Rate</u> | <u>Service Charge</u> |
|----------------------------------|---------------------------------|---|
| Each Non Listed Telephone Number | \$1.00 | Service Ordering (Records Only) if requested separately from other service activity |

Issued:

Effective:

SECTION 7 – LOCAL EXCHANGE OPERATOR SERVICES

7.1 Local Exchange Operator Services

7.1.1 General

Local Calling Area (non toll) Operator Services are provided for the convenience of the customer when requesting operator assistance on direct dialable calls. A Local Calling Area includes extended area service dialable exchanges. Services are only available in those exchanges with central offices equipped to provide them.

7.1.2 Operator Services

- a) Verification - Customer requests operator to verify whether a called line is actually in use.
- b) Interrupt - Customer requests the operator to access a busy line to advise the called party that he/she is trying to be called. This service is normally available only if the customer advises an emergency exists.
- c) Dial Assistance - Customer requests the operator to dial a local call.

Assistance charges are not applicable to the handicapped or where the inability to dial a call is caused by Company switching equipment or facilities.

7.1.3 Current Rates and Charges

- | | |
|-------------------------------------|--------|
| a) Verification, each occurrence | \$1.00 |
| b) Interrupt, each occurrence | 1.00 |
| c) Dial Assistance, each occurrence | 1.00 |

Issued:

Effective:

Confidential Attachment D-1