

**ACCESS SERVICE**

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**2. GENERAL REGULATIONS**

**2.1 Undertaking of the Telephone Company**

**2.1.1 Scope**

- (A) (Reserved for Future Use)
- (B) The Telephone Company does not undertake to transmit calls or offer a telecommunications service under this tariff.
- (C) The Telephone Company shall be responsible only for the installation, operation, and maintenance of the services which it provides.
- (D) The Telephone Company will, for maintenance purposes, test its FIA only to the extent necessary to detect and/or clear troubles. Testing beyond normal parameters will be done as described in Section 6. following.
- (E) FIA are provided twenty-four hours daily, seven days per week.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.2 Limitations**

- (A) The customer may not assign or transfer the use of FIA provided under this tariff except that, where there is no interruption of use or relocation of the FIA, such assignment or transfer may be made to:
- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such FIA, and the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any; or
  - (2) a court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such FIA, if any.

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

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.2 Limitations (Cont'd)**

- (B) The emergency provisioning and restoration of FIA shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority system for such activities. Section 6.4 describes the service arrangement.
- (C) (Reserved for Future Use)
- (D) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.3 Liability**

- (A) The Telephone Company's liability, if any, for willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer for damages associated with the installation, provision, termination, maintenance, repair or restoration of FIA, and subject to the provisions of (B) through (D) following, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the FIA for the period during which the provision of FIA was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for a provision of FIA interruption.
- (B) The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a service.
- (C) (Reserved for Future Use)

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.3 Liability (Cont'd)**

- (D) The Telephone Company shall be indemnified, defended and held harmless by the IC or end user against any claim, loss or damage arising from the use of FIA offered under this tariff. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications;
  - (2) Claims for patent infringement arising from combining or using the FIA furnished by the Telephone Company in connection with facilities or equipment furnished by the IC or end user; or
  - (3) All other claims arising out of any act or omission of the IC or end user in the course of using FIA provided pursuant to this tariff.
- (E) The Telephone Company does not guarantee or make any warranty with respect to its FIA when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the IC or end user from any and all claims by any person relating to the FIA so provided. The foregoing indemnity shall issue on the IC or the end user separately, each being responsible for its own acts and omissions.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.3 Liability (Cont'd)**

- (F) Except in the case of willful misconduct, under no circumstances whatever, shall the Telephone Company be liable for indirect, incidental, special or consequential damages; and this disclaimer shall be effective notwithstanding any other provisions hereof.
- (G) No license under patents is granted by the Telephone Company to the customer or shall be implied or arise by estoppel in the customer's favor with respect to any circuit, apparatus, system or method used by the customer in connection with FIA provided under this tariff. With respect to claims of patent infringement made by third persons, the Telephone Company will defend, indemnify, protect and save harmless the customer from and against all claims arising out of the use by the customer of FIA provided under this tariff.
- (H) The Telephone Company's failure to provide or maintain FIA under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the interruption allowance provisions of following.
- (I) The Telephone Company shall reimburse the ages to premises or equipment of the customer resulting from the provision of FIA by the Telephone Company on such premises, or by the installation or removal thereof, caused by the negligence or willful act of the Telephone Company.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.4 Provision of FIA**

- (A) The Telephone Company, to the extent that such FIA are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the customer, upon reasonable notice, FIA offered in other applicable sections of this tariff at rates and charges specified therein.
- (B) FIA provided to a customer under this tariff may be connected directly to customer facilities and/or may be connected to access facilities of another telephone company or companies in the joint provision of intrastate access.

**2.1.5 Installation and Termination of FIA**

The FIA provided under this tariff (A) will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated location, and (B) will be installed by the Telephone Company to such point of termination.

**2.1.6 Maintenance of FIA**

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.7 Changes and Substitutions**

Except as provided for equipment and systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.110 (b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change, or rearrange any telephone plant used in providing FIA under this tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics or technical parameters of the FIA, as originally ordered by the customer, the Telephone Company will notify the customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- Should a major change occur, the Telephone Company shall notify the customer at least one year in advance. A major change is described as any change in telephone plant which will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.)
- Should a minor change occur, the Telephone Company shall notify the customer as least thirty days in advance. A minor change is described as any change in telephone plant which will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, two-wire, four-wire, etc.)

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.7 Changes and Substitutions (Cont'd)**

The Telephone Company will work cooperatively with the customer relative to the redesign and implementation required by the change in operating characteristics.

**2.1.8 Discontinuance and Refusal of FIA**

- (A) Unless the provisions of 2.2.2(B) following apply, if the customer fails to comply with the provisions of 2.1.6 preceding, 2.3.1 following, and 2.4.1(D) following, including any payments to be made by it on the dates or at the times herein specified, and fails within thirty (30) days after written notice, by certified mail, from the Telephone Company to a person designated by the customer, to correct such noncompliance, the Telephone Company may discontinue the provision of the FIA to the noncomplying customer. In case of such discontinuance, all applicable charges shall become due.
- (B) If the customer repeatedly fails to comply with the provisions of this tariff in connection with the provision of a FIA or group of FIA, and fails to correct such course of action after notice as set forth in (A) preceding, the Telephone Company may refuse applications for additional FIA to the noncomplying customer until the course of action is corrected.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.1 Undertaking of the Telephone Company (Cont'd)**

**2.1.9 Preemption of FIA**

In certain instances, (i.e., when spare facilities and/or equipment are not available), it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgement, the Telephone Company deems it necessary to preempt, then the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions set forth in Section 2.4.4(A).

**2.1.10 Limitation of Use of Metallic Facilities**

Except for loop and duplex (DX) type signaling, metallic facilities shall not be used for ground return or split pair operation. Signals applied to the metallic facility shall conform to minimum protection criteria for direct electrical connections as set forth in Part 68 of the FCC Rules and Regulations. In the case of applications of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limitation devices to protect the Telephone Company FIA from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excess noise.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.2 Use**

**2.2.1 (Reserved for Future Use)**

**2.2.2 Interference or Impairment**

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the FIA provided under this tariff shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.
  
- (B) Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of FIA if such action is reasonable in the circumstances. In case of such temporary discontinuance the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of FIA as set forth in 2.4.4 following is not applicable.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.2 Use (Cont'd)**

**2.2.3 Unlawful Use of FIA**

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Telephone Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

**2.3 Obligation of the Customer**

**2.3.1 Damages**

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide FIA under this Tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 6.2(G) following.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.3 Obligation of the Customer (Cont'd)**

**2.3.2 Theft**

The customer shall reimburse the Telephone Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this tariff at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 6.2(G) following.

**2.3.3 Equipment Space and Power**

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

**2.3.4 (Reserved for Future Use)**

**2.3.5 (Reserved for Future Use)**

**2.3.6 Availability for Testing**

The FIA provided under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the FIA in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.3 Obligation of the Customer (Cont'd)**

**2.3.7 Balance**

All signals for transmission over the FIA provided under this tariff shall be delivered by the customer balanced to ground except for ground start and duplex (DX), McCulloh-loop (alarm system) type signaling, and dc telegraph transmission at speeds of 75 baud or less.

**2.3.8 Design of Customer Services**

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible at its expense for the overall design of its services. The IC and end user shall be responsible separately, each at its own expense, for any redesigning or rearrangement of its services which may be required because of changes in FIA, operations or procedures of the Telephone Company, minimum network protection criteria or operating or maintenance characteristics of the FIA.

**2.3.9 References to Telephone Company**

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

**2.3.10 (Reserved for Future Use)**

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**2. GENERAL REGULATIONS (Cont'd)**

**2.3 Obligation of the Customer (Cont'd)**

**2.3.11 Claims and Demands for Damages**

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.3 Obligation of the Customer (Cont'd)**

**2.3.12 Coordination With Respect to Network Contingencies**

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

**2.3.13 Identification and Rating of VoIP-PSTN Traffic\***

(N)

(A) Scope

(1) VoIP-PSTN Traffic is defined as traffic exchanged between the Telephone Company end user and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(2) This section will be applied to the billing of switched access charges to a customer that is a local exchange carrier only to the extent that the customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

\*On April 25, 2012 the FCC released its Second Order on Reconsideration of the USF/ICC Transformation Order. Based on this Order, the tariff language in this section will also apply to originating access for VoIP-PSTN for the period of December 29, 2011 through the effective date of the FCC's April 25th Order, which will occur 45 days after publication of the Order in the Federal Register.

(N)  
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(N)

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**2. GENERAL REGULATIONS (Cont'd)**

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

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

(B) Rating of VoIP-PSTN Traffic

The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rates specified on the company website <http://tariffs.citizenscommunications.com/crtf/tariffs> then FCC tariffs, then click on Frontier Telephone Companies FCC No. 1 Interstate Access (Rate Group 4). The rates will be found in Section 20.4 (Rates and Charges Group 4). This URL will be tested twice annually to ensure it functions properly.

(N)  
(N)

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

The Telephone Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (B), above, by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU received by The Telephone Company from and the customer. The PVU will be derived and applied as follows:

- (1) The customer will calculate and furnish to the Telephone Company a factor (the "PVU") representing the percentage of the total intrastate and interstate access MOU that the customer terminates to the Telephone Company in the State, that is sent to the Telephone Company and that originated in IP format. This PVU shall be based on information such as traffic studies, actual call detail, or other relevant and verifiable information.

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**2. GENERAL REGULATIONS (Cont'd)**

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

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

- (C) Calculation and Application of Percent-VoIP-Usage Factor (Cont'd)
- (1) The Telephone Company will apply the PVU factor to the total terminating intrastate access MOU received from the customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.
  - (2) If the customer does not furnish the Telephone Company with a PVU pursuant to the preceding paragraph 1, the Telephone Company will utilize a PVU equal to zero.

(D) Initial PVU Factor

If the PVU factor is not available and/or cannot be implemented in the Telephone Company's billing systems by January 1, 2012, once the factor is available and can be implemented the Telephone Company will adjust the customer's bills to reflect the PVU retroactively to January 1, 2012. This retroactive adjustment will be made to January 1, 2012, provided that the customer provides the factor to the Telephone Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to zero, as specified in subsection (C)(1), above.

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**2. GENERAL REGULATIONS (Cont'd)**

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

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

(E) PVU Factor Updates

The customer may update the PVU factor quarterly using the method set forth in subsection (C)(1), above. If the customer chooses to submit such updates, it shall forward to the Telephone Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

(F) PVU Factor Verification

Not more than four times in any year, the Telephone Company may ask the customer to verify the PVU factor furnished to the Telephone Company. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the PVU factors.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.4 Payment Arrangements and Credit Allowances**

**2.4.1 Payment of Charges and Deposits**

- (A) The Telephone Company may, in order to safeguard its interests, require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of the FIA to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. A deposit may not exceed the actual or estimated rates and charges for the FIA for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the FIA to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the FIA to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive simple annual interest at the rate determined by the Minnesota Public Utilities Commission as set forth in Section III, General Rules and Regulations, of the Telephone Company Local Exchange Tariff.
- (B) Where the provision of FIA requires facilities that meet any of the conditions specified in 10.1.1 following, Special Construction charges as set forth in Section 10 following will apply.

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.1 Payment of Charges and Deposits (Cont'd)**

- (C) The Telephone Company shall bill FIA services on a current basis for (a) all charges incurred, (b) applicable taxes, and (c) credits due the customer.
- (1) Switched Access, Ancillary and Miscellaneous services shall be billed in arrears.
- (2) Special Access shall be billed in advance except for the charges and credits associated with the initial or final bills. The initial bill will also include charges for the actual period of service up to, but not including, the bill date. The unused portion of the FIA already billed will be credited on the final bill.

Such bills are due when rendered. Adjustments for the quantities of FIA established or discontinued in any billing period beyond the minimum period set forth in 2.4.2 following will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.1 Payment of Charges and Deposits (Cont'd)**

(D) All bills to the customer are due when rendered and are considered past due thirty (30) days after the bill date. In the event the customer does not remit payment in immediately available funds after the 30 day period, the FIA may be discontinued as specified in 2.1.8 preceding.

(1) If the entire amount billed, excluding any amount disputed by the customer, is not received by the Telephone Company in immediately available funds within thirty (30) days after the bill date, an additional charge equal to 1/12th of the percentage rate for deposit interest as that set forth in 2.4.1(A) of the unpaid balance will be applied for each month or portion thereof that an outstanding balance remains.

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows:

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

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.1 Payment of Charges and Deposits (Cont'd)**

(D) (Cont'd)

(2) In the event that a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to an additional charge equal to 1/12th of the percentage rate for deposit interest as that set forth in 2.4.1(A), of the amount of such disputed charges for each month or portion thereof that such charges were unpaid. If the customer who has paid the total billed amount on or before the due date (i.e., bill date plus 30 days) disputes the billed amount within six months of the bill date and the dispute is resolved in favor of the customer, a credit will be granted to the customer for both the disputed amount paid and an amount equal to the percentage rate specified in 2.4.1(D)(1), preceding based on this disputed amount for each month or portion thereof.

(3) (Reserved for Future Use)

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.2 Minimum Periods**

- (A) The minimum periods for which FIA are provided and for which rates and charges are applicable are set forth in 3.2.4 following.
- (B) The minimum periods for which FIA are provided and for which rates and charges are applicable for Specialized FIA or Arrangements provided on an Individual Case Basis, as set forth in Section 7. following are established with the individual case filing.
- (C) For discontinuances of FIA with a one month minimum period, all applicable charges for the one month period will apply. In instances where the minimum period is greater than one month, however, the charge will be the lesser of the Telephone Company's non-recoverable costs less the net salvage value for the discontinued service of the minimum period charges.

**2.4.3 Cancellation of an ASR**

Provisions for the cancellation of an ASR are set forth in 3.2.6 following for an ASR.

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.4 Credit Allowance for FIA Interruptions**

(A) General

A FIA is interrupted when it becomes unusable to the customer because of a failure of a component used to furnish FIA under this tariff, or when the service is preempted as a result of invoking NSEP Treatment or when the application of protective controls interrupt all transmission paths as set forth in 4.2.9 following. A credit allowance will be made for the period in excess of 30 minutes the FIA is interrupted. An interruption period starts when Telephone Company personnel become aware that the FIA is inoperative.

The credit allowance(s) for an interruption or for a series of interruptions will be computed based upon the billing method which applies to the service being credited. In no case will the credit allowance for service interruptions exceed the applicable charges for the billing period during which the interruption occurred.

A credit allowance for any FIA service will apply for the period specified as follows:

- (1) For monthly rated services, a credit allowance will be made for an interruption period of 30 minutes or more. The allowance will be calculated at the rate of 1/1440 of the monthly charge for the portion of the FIA affected, for each 30 minutes or major fraction thereof that the interruption continues. A major fraction is considered to be sixteen minutes or more beyond the 30 minute period.

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.4 Credit Allowance for FIA Interruptions (Cont'd)**

(A) General (Cont'd)

(2) For Program Audio services, a credit allowance will be made for an interruption of 30 seconds or more. Two or more such interruptions occurring during a period of 5 consecutive minutes shall be considered as one interruption. The allowance will be calculated as follows:

(a) For Program Audio Service provided at monthly rates, the credit will be at the rate of  $1/8640$  of the monthly service rate.

(b) For Program Audio Service provided at daily rates, the credit will be at the rate of  $1/288$  of the daily rate.

(3) For Switched Access service, billed using assumed minutes of use, a credit allowance will be made for an interruption of 24 hours or more. The credit allowance will be calculated at  $1/30$  of the assumed minutes of use charge for each 24 hours or major fraction thereof that the interruption continues. A major fraction is considered to be 13 hours. No credit will be given where Switched Access billing is based on actual usage.

(4) (Reserved for Future Use)

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.4 Credit Allowance for FIA Interruptions (Cont'd)**

**(B) When Credit Allowance Does Not Apply**

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a FIA due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a FIA during any period in which the Telephone Company is not afforded access to the premises where the FIA is terminated.
- (4) Interruptions of a FIA during an agreed upon period when the customer has released a FIA to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an ASR for a change in the FIA. Should the maintenance, rearrangement, or ASR implementation interruption period extend beyond the agreed upon period, credit allowance will apply.
- (5) Interruptions of a FIA which continue because of the failure of the customer to authorize replacement of any element of Special Construction, as set forth in Section 10 following. The period for which no credit allowance is made begins on the seventh day after the Telephone Company's written notification to the customer of the need for such replacement and ends on the day after receipt of the customer's written authorization for such replacement.

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**2. GENERAL REGULATIONS (Cont'd)**

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

**2.4.4 Credit Allowance for FIA Interruptions (Cont'd)**

**(B) When Credit Allowance Does Not Apply (Cont'd)**

- (6) Periods when the customer elects not to release the FIA for testing and/or repair and continues to use it on an impaired basis.
- (7) (Reserved for Future Use)
- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

**(C) Use of An Alternative Service Provided by the Telephone Company**

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

**(D) Temporary Surrender of a FIA**

In certain instances, the customer may be requested to surrender a FIA for purposes other than maintenance, testing or activity relating to an ASR. If the customer consents, or in the instance of preemption under NSEP Treatment as set forth in Section 2.1.9 preceding, a credit allowance will be granted. The credit allowance will be determined in accordance with 2.4.4(A) preceding.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.5 Connections**

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions**

Certain terms used herein are defined as follows:

Access Area

The term "Access Area" denotes a specific calling area containing those customers served by one or more central offices associated with the various Switched Access provisions offered under this tariff. The size and configuration of the Access Area a customer obtains is dependent upon the Feature Group type and the specific characteristics of the Central Office or Access Tandem office to which the connection is made.

Access Code

The term "Access Code" applies to Switched Access Service. It denotes a uniform seven digit code dialed by an end user to access an Interexchange Carrier's facilities. The seven digit code has the form of 101XXXX or 950-XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in intrastate or foreign service for the purpose of calculating chargeable usage. On the originating end of an intrastate or foreign call, usage is measured from the time the originating End User's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate or foreign call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. For the calculation of total minutes, seconds are totaled and converted to minutes before rounding occurs. Remainder seconds greater than 29 are rounded to a minute.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Access Service Request

The term "Access Service Request" (ASR) denotes a document (i.e., order) used by the Telephone Company to process a customer's request for Access Services as offered throughout this tariff.

Access Tandem

The term "Access Tandem" denotes a Telephone Company switching system that provides a traffic concentration and distribution function for inter-Local Access and Transport Area traffic originating from or terminating at end offices in the access area.

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the CDL for terminating calls to a Telephone Company end office as an indication that the called party has answered or disconnected.

Answer Message

The term "Answer Message" denotes an SS7 message sent in the backward direction to indicate that the call has been answered.

Attempt

The term "Attempt" denotes a call in the originating direction from an end user to a CDL which is completed (answered) or not completed (not answered) and a call in the terminating direction from a CDL to a customer which is completed (answered) or not completed (not answered).

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Attenuation Distortion

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

Balance (100-Type) Test Line

The term "Balance (100-Type) Test Line" denotes a standard feature of FGA, FGB, FGC, FGD, 800, 888, 877 Access Service, BSA-A, BSA-B, BSA-C and BSA-D and refers to the end office termination provided for balance and noise testing. The termination provides off-hook supervision to the calling end, and terminates the line or trunk in a resistive and capacitive arrangement which simulates the characteristic impedance of the end office.

Basic Service Element

The term "Basic Service Element (BSE)" denotes an unbundled service option available only with Basic Serving Arrangements.

Basic Serving Arrangement

The term "Basic Serving Arrangement (BSA)" denotes a category of Switched Access Service differentiated by technical characteristics, e.g., line side versus trunk side connection at the Telephone Company's first point of switching.

BHMC

See Busy Hour Minutes of Capacity.

Bit

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Bridging

The term "Bridging" denotes the connection of one or more circuits in parallel with another circuit without interrupting the continuity of the first circuit.

Bridging Wire Center

The term "Bridging Wire Center" denotes the Telephone Company designated wire center in which bridging is accomplished.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

Busy Hour Minutes of Capacity

The term "Busy Hour Minutes of Capacity" (BHMC) denotes the trunk group usage load consisting of the average usage load for the busy season.

Busy Season

The term "Busy Season" denotes the four consecutive weeks of the calendar year having the highest daily busiest hour traffic load based on a five day week. Normally the five-day week consists of Monday through Friday. Where weekend traffic is greater than weekday traffic, one or both weekend days may be used as a substitute for a weekday as long as a consistent five-day week is maintained for the four consecutive weeks.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

C-Conditioning

The term "C-Conditioning" denotes a Telephone Company special treatment of the transmission path in order to control attenuation and envelope delay distortion.

C-Message Noise

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

C-Notched Noise

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

CCS

The term "CCS" denotes a hundred-call seconds which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of lines or trunks.

Call

The term "Call" denotes a communication including an off-hook signal and routing information initiated at the originating location and completed to a terminating location.

Central Office

The term "Central Office" denotes a telephone company local switching system where telephone company local service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Central Office Loop Around Test Line

The term "Central Office Loop Around Test Line" denotes equipment in the Telephone Company's end office which provides a means for making two-way transmission tests for Switched Access services. These transmission tests are normally for the measurement of level and noise tests. This arrangement has two terminations, each reached by means of a separate seven digit number.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the telephone number assigned to a Telephone Company subscriber's local service.

Centralized Automatic Reporting on Trunks (CAROT) Testing

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring the 1000 Hz loss, C-message weighted noise, C-notched noise, loss slope, and the provision of a balance termination.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing circuits using analog or digital techniques.

Circuit

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Common Line

The term "Common Line" denotes a line, trunk, coin line or other facility provided under the Telephone Company Local Exchange Tariff, terminated on a Central Office switch. A Common Line - Residence is a line or trunk provided under the residence regulations of the Telephone Company Local Exchange Tariff. A Common Line - Business is a line provided under the business regulations of the Telephone Company Local Exchange Tariff. A coin line is a line provided under the public and/or semipublic service regulations of the Telephone Company Local Exchange Tariff.

Communications System

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

Confirmed ASR

The term "Confirmed ASR" denotes a customer's ASR for a) Switched Access FIA which the Telephone Company has processed with the Engineering Department to confirm for the customer and the Telephone Company the availability of facilities and/or equipment and b) Special Access FIA for which the Telephone Company confirms to the customer that the established due date can be met. The date the ASR is confirmed, the standard service date interval commences.

Confirming Design Layout Report Date

The term "Confirming Design Layout Report (CDLR) Date" identifies the date that the Telephone Company is scheduled to receive confirmation that the Design Layout Report provided by the Telephone Company for a confirmed ASR is acceptable.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Conventional Signaling

The term "Conventional Signaling" denotes the inter-machine signaling system which has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating end office to the switching machine which will terminate the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and outputted digits is initiated. No overlap outputting, ten-digit ANI, ANI information digits, or acknowledgement wink are included in this signaling sequence.

Customer

The term "Customer" denotes any individual, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this tariff, including Interexchange Carriers (ICs), end users and Information Service Providers.

Customer Designated Location

The term "Customer Designated Location" (CDL) denotes a location specified by the customer for the purpose of terminating FIA services. The Telephone Company must have access to the location to perform installation, testing, and maintenance functions. The customer may or may not have access to the location. CDLs include locations such as customer premises, end user premises, customer repeater stations, customer microwave towers, a Telephone Company's first point of switching, some other point where Telephone Company testing can occur, etc. A CDL may be designated by the customer for Switched Access, Special Access, or both in combination. When a customer orders Special Access to connect to a Telephone Company Switch, that switch is a CDL where the Special Access Service Terminates. Customer transmission facilities and equipment terminated in Telephone Company central offices under EIS arrangements are not considered a CDL. However, Telephone Company Special Access Services may be interconnected to such customer equipment using a Cross Connect arrangement.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

D-Conditioning

The term "D-Conditioning" denotes a Telephone Company special treatment of the transmission path in order to control C-notched noise and intermodulation distortion.

Daily Busiest Hour

The term "Daily Busiest Hour" denotes the highest usage hour for each day with the reading taken on the clock hour or half hour. The clock hour or half hour selection varies from day to day, depending upon the usage measured. The Daily Busiest Hour is also known as the Bouncing Busy Hour.

Data Transmission (107-Type) Test Line

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

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency (DTMF) Address Signaling" denotes a type of signaling that is an optional feature of FGA and BSA-A. It may be utilized when FGA or BSA-A is being used in the terminating direction. An office arranged for signaling would expect to receive address signals from the IC in the form of DTMF format.

Echo Path Loss

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Echo Return Loss

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

End Office Switch

The term "End Office Switch" denotes a Telephone Company local switching system located in a wire center where Telephone Company local service subscriber station loops are terminated for purposes of originating and terminating traffic to or from a customer.

End User

The term "End User" means any customer of an intrastate or foreign telecommunications service that is not a carrier, except that a carrier, other than the Telephone Company, shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller (e.g., hotels, motels and shared tenant services).

Engineering Review

The term "Engineering Review" denotes the examination of an ASR with a customer requested change to determine if a design change is required. It includes, but is not limited to, the review for possible change requirements in equipment, interfaces, circuit configurations, engineering records and billing.

Entry Switch

See First Point of Switching.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Excess Capacity

The term "Excess Capacity" denotes a quantity of FIA requested by the customer which is greater than that which the Telephone Company would construct to fulfill the customer's ASR.

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area (LATA), established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given LATA.

Exchange Access Signaling

The term "Exchange Access Signaling" denotes the signaling system used by equal access end offices to transmit originating information and address digits to the customer's premises and includes the means of verifying the receipt of these address digits. Features of this system include overlap outpulsing (in suitably equipped end offices), identification of the type of call, identification of the ten-digit telephone number of the calling party, and acknowledgement wink supervisory signals.

Exit Message

The term "Exit Message" denotes an SS7 message sent to an end office by the Telephone Company tandem switch to mark the connect time when the Telephone Company tandem switch sends an Initial Address Message to a customer.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Extended Area Service

The term "Extended Area Service" (EAS) denotes an arrangement whereby a customer in one exchange can call a local number in another exchange that is part of the extended area without paying a toll charge.

Firm Order Confirmation Date

The term "Firm Order Confirmation (FOC) Date" denotes the date that the Telephone Company will provide the schedule of days for the provisioning activities associated with the customer's request for service.

First Point of Switching

The term "First Point of Switching" denotes either the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the CDL to the terminating end office or the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the CDL.

Four-Wire to Two-Wire Conversion

The term "Four-Wire to Two-Wire Conversion" denotes an arrangement which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity such as a Central Office switch trunk circuit or switching system.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Ground Start Supervisory Signaling

The term "Ground Start Supervisory Signaling" denotes a type of signaling which provides for the application of ground on the tip side at the point of termination (assuming no signaling conversion has been provided by the Telephone Company) as an initial seizure signal before the application of ringing in the originating direction (towards the customer from the end office).

Immediately Available Funds

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

Individual Case Basis

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

Information Service Provider

The term "Information Service Provider" denotes one who offers a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information which may be conveyed via telecommunications, except that such service does not include (1) any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service, or (2) the provision of time, weather, and such other similar audio services that are offered by the Telephone Company.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Initial Address Message (IAM)

The term "Initial Address Message (IAM)" denotes an SS7 message sent in the forward direction to initiate trunk set up with the busy of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Installed Cost

The term "Installed Cost" denotes the total cost (estimated or actual) by the Telephone Company to provide facilities for the offered services.

Interexchange Carrier (IC) or Interexchange Common Carrier

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

Intermodulation Distortion

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

Interstate Communications

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Intrastate Communications

The term "Intrastate Communications" denotes any communications within the state subject to oversight by the Minnesota Public Utilities Commission as provided by the laws of Minnesota.

Line

The term "Line" denotes a communications path connecting an end office switch with an end user's premises or a CDL for the provision for FGA or BSA-A.

Line Group

The term "Line Group" denotes a grouping of lines which are traffic engineered as a unit for the establishment of connections between end office switches and customers in which all of the communications paths are interchangeable.

Line Side Connection

The term "Line Side Connection" denotes a connection of a transmission path to the line side of an end office system.

Local Access and Transport Area

The term "Local Access and Transport Area" (LATA) denotes a geographic area for the provision and administration of communications service. It encompasses designated Access Areas which are grouped to serve common social, economic, and other purposes.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Maximum Termination Liability

The term "Maximum Termination Liability" (MTL) denotes the maximum amount of money for which the customer is liable in the event all FIA ordered in a Special Construction case are discontinued before a specified period of time.

Maximum Termination Liability Period

The term "Maximum Termination Liability Period" denotes the length of time the customer is liable for a termination charge in the event specially constructed FIA are terminated. The MTL period is equal to the average account life of the FIA provided.

Mid Link

The term "Mid Link" denotes the Special Transport facilities between Hub Wire Centers where the circuit is bridged and/or where switching devices, such as a loop transfer arrangement, are located.

Milliwatt (102-Type) Test Line

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

Multicarrier Access Area

The term "Multicarrier Access Area" denotes an EAS for FGA and BSA-A or an area for FGB and BSA-B where FIA Services are provided by more than one telephone company in which a customer obtains access to an entire EAS or FGB or BSA-B area by obtaining a FGA or BSA-A or FGB or BSA-A access tandem arrangement that connects its switch with the First Point of Switching of the Primary Exchange Carrier.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

National Security Emergency Preparedness (NSEP) Services

The term "National Security Emergency Preparedness (NSEP) Services" denotes telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis (local, national or international), which causes or could cause injury or harm to the population, damage to or loss of property, or degrades or threatens the NSEP posture of the United States.

Net Salvage

The term "Net Salvage" denotes the estimated scrap, sale, or trade-in value, less the estimated cost of removal. Cost of removal includes the costs of demolishing, tearing down, removing, or otherwise disposing of the material and any other applicable costs. Because the cost of removal may exceed salvage, facilities may have negative net salvage.

Network Channel Interface Code

The "Network Channel Interface" code (NCI) is an ordering code that provides an indication of the generic channel type. The NCI code provides the technical characteristics of the interface and describes the physical and electrical characteristics of the special access interface to the customer designated locations. A complete description and listing of these interface codes is specified in Section 6103 of the Technical Interface Reference Manual.

Non-Overlap Outpulsing

The term "Non-Overlap Outpulsing" is the feature of the exchange access signaling system which provides initiation of pulsing to the customer's premises after the calling subscriber has completed dialing an originating call.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Nonrecoverable Cost

The term "Nonrecoverable Cost" denotes the cost of the specially constructed facilities for which the Telephone Company has no foreseeable use should the customer terminate service.

Nonsynchronous Test Line

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

North American Numbering Plan

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

NSEP Treatment

The term "NSEP Treatment" denotes the provisioning of a telecommunications service before others based on the provisioning priority level assigned by the Executive Office of the President.

Off-Hook

The term "Off-Hook" denotes the active condition of Switched Access or a Telephone Company local service line.

On-Hook

The term "On-Hook" denotes the idle condition of Switched Access or a Telephone Company local service line.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Open Circuit Test Line

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

Order Interval

The term "Order Interval" denotes the interval between the Scheduled Issue Date and the Service Date.

Originating Direction

The term "Originating Direction" denotes the use of Switched Access for the origination of calls from an end user to a CDL.

Overlap Outpulsing

The term "Overlap Outpulsing" is the feature of the exchange access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

Plant Test Date

The term "Plant Test Date" denotes the date on which installation is completed and the Telephone Company to customer testing can begin.

Point of Termination

The term "Point of Termination" denotes the point of demarcation at a CDL or end user premises at which the Telephone Company's responsibility for the provision of FIA Service ends.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Premises

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

Pre-service Testing

The term "Pre-service Testing" denotes tests performed on a FIA to assure standard transmission performance/parameters meet specifications prior to acceptance testing.

Primary Exchange Carrier

The term "Primary Exchange Carrier" (PEC) denotes the telephone company in whose exchange a customer's first point of switching (i.e., dial tone for FGA, an access tandem for FGB) is located.

Public Pay Telephone

The term "Public Pay Telephone" denotes a switched coin line provided under the Public Telephone Service regulations as set forth in Section III of the Telephone Company Local Exchange Tariff.

Recoverable Cost

The term "Recoverable Cost" denotes the cost of specially constructed facilities for which the Telephone Company has a foreseeable reuse, either in place or elsewhere should the customer terminate service.

Registered Equipment

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Release Message

The term "Release Message" denotes an SS7 Message sent in either direction to indicate that a specific circuit is being released.

Route Mileage

The term "Route Mileage" denotes the actual Telephone Company provided facility mileage of a transmission circuit.

Scheduled Issue Date

The term "Scheduled Issue Date" denotes the date the Telephone Company is scheduled to issue the confirmed ASR to all associated work groups.

Secondary Exchange Carrier

The term "Secondary Exchange Carrier" (SEC) denotes the telephone company in whose exchange a customer does not subscribe to FGA or BSA-A, or FGB or BSA-B service, but from whose exchange the customer's end users can call the interexchange switch or CDL of an IC in the primary exchange of another telephone company on a toll-free basis.

Semipublic Pay Telephone

The term "Semipublic Pay Telephone" denotes a switched coin line provided under the Semipublic Telephone Service regulations as set forth in Section III of the Telephone Company Local Exchange Tariff.

Service Date

The term "Service Date" denotes the date that the FIA is to be placed in service. A confirmed ASR is required to establish a service date.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Seven-Digit Manual Test Line

The term "Seven-Digit Manual Test Line" denotes a set of optional features for all Switched Access which allow the IC to select balance, milliwatt, and synchronous test lines of FGA or BSA-A, by manually dialing a seven-digit number over the associated Switched Access.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes the end office circuit which provides an ac short circuit termination of the trunk or line by means of a capacitor of at least 4 microfarads.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7)" denotes the layered protocol used for standardized common channel signaling in the United States.

Synchronous Test Line

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

Telecommunications Service Priority (TSP) System

The term "Telecommunications Service Priority (TSP) System" refers to the regulatory, administrative and operational system authorizing and providing for priority treatment (i.e., the provisioning and restoration) or NSEP Services.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

Temporary Facilities

The term "Temporary Facilities" denotes facilities used to provide FIA to a customer for less than the minimum service period or less than one month, whichever is longer, or to provide FIA while permanent facilities are being constructed.

Terminating Direction

The term "Terminating Direction" denotes the use of Switched Access for the completion of calls from a CDL to an end user.

Trunk

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

Trunk Group

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

Trunk Side Connection

The term "Trunk Side Connection" denotes the connection of a transmission path to the trunk side of an end office switch.

V & H Coordinates Method

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

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**2. GENERAL REGULATIONS (Cont'd)**

**2.6 Definitions (Cont'd)**

WATS Serving Office

The term "WATS Serving Office" denotes a Telephone Company designated serving wire center where switching, screening and/or recording functions are performed in connection with a Special Access Line used with a Switching Interface as set forth in 4.2.5(V) following.

Wire Center

The term "Wire Center" denotes a location in which one or more central office switches, and cross connection equipment used for the provision of Telephone Company telecommunications services, are located.

Wire Center Area

The term "Wire Center Area" denotes the geographic area served by a Wire Center through the use of central office switching equipment, cross connection equipment, and subscriber loops.

# The use of the terms WATS or WATS-type throughout this tariff is primarily for ordering purposes and is not intended to restrict the use of the customer services when ordering Special Access and Switched Access in combination.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company**

- (A) When Switched Transport or Special Transport service is provided by more than one telephone company, the telephone companies involved will mutually agree upon one of the billing methods as in (1) or (2) following based upon the type of access service and the interconnection arrangements between the telephone companies.

The telephone company will notify the customer which billing method will be used. The customer will place the ASR as in 3.3.

- (1) Single Company Billing:

The Single Company Billing method may be applied to FGA and BSA-A Switched Access Service.

The telephone company receiving the ASR from the customer, as specified in 3.3(A)(1), will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its Access tariff. The airline mileage is determined using the V&H method as set forth in the Exchange Carrier Association (ECA) Tariff FCC No. 4.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing:

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for FGB, FGC, FGD, BSA-B, BSA-C and BSA-D Switched Access Services and Special Access.

There are two Meet Point Billing Options - Single Bill and Multiple Bill. The Telephone Company must notify the customer of: (1) the Meet Point Billing Option that will be used, (2) the Telephone Company(s) that will render the bill(s), (3) the Telephone Company(s) to whom payment(s) should be remitted, and (4) the Telephone Company(s) that will provide the bill inquiry function. The Telephone Company shall provide such notification at the time that an ASR is placed requesting access service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any change.

(a) Single Bill Option

The Single Bill Option allows the customer to receive one bill from one telephone company of its billing agent for access services.

The Telephone Company(s) that renders the bill to the customer may provide to the customer, cross references to the other Telephone Company(s) service and/or the common circuit identifiers based upon industry standards as contained in the MECAB document. Should a billing dispute arise, the terms and conditions of the Billing Company(s) will apply.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

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

- The Initial Billing Company for FGB, FGC, FGD, BSA-B, BSA-C and BSA-D Switched Access services is normally the end user's serving office and for WATS usage the Initial Billing Company is normally the WATS serving office. When the Initial Billing Company is other than the normally designated Telephone Company, the Telephone Company will notify the customer.
- The Subsequent Billing Company(s) is any Telephone Company(s) in whose territory a segment of the Switched Transport Facility is provided and/or where the CDL is located.

The Single Bill option provides three billing alternatives, Single Bill/Single Tariff, Single Bill/Pass-Through Billing and Single Bill/Multiple Tariff which are described following:

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(1) Single Bill/Single Tariff

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A)(2) and arrange to provide the service. The Initial Billing Company will:

- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the customer.

The customer will remit the payment to the Initial Billing Company.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(2) Single Bill/Pass-Through Billing

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A)(2) and arrange to provide the service. Each Telephone Company will:

- determine its portion of Switched Transport and/or Special Transport as set forth in 2.7(A)(2)(c);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the Initial Billing Company for meet point billed access services.

The Initial Billing Company will:

- apply usage data, when needed, to the bill and calculate the charges;
- identify each involved Telephone Company's charges separately on the bill;

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(2) Single Bill/Pass-Through Billing (Cont'd)

- combine all the bills of the involved Telephone Companies of a meet point billed access service into one access bill;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(a) Single Bill Option (Cont'd)

(3) Single Bill/Multiple Tariff

Each Telephone Company will receive an ASR or a copy of the ASR from the customer as specified in 3.3(A)(2) and arrange to provide the service. The Initial Billing Company will:

- determine each Telephone Company's portion of switched transport and/or special transport as set forth in 2.7.(A)(2)(c);
- determine the applicable charges and bill in accordance with each Telephone Company's tariff;
- include all recurring and nonrecurring charges for each involved Telephone Company;
- identify each involved Telephone Company's charges separately on the bill;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Initial Billing Company. If payments are to be sent directly to the Initial Billing Company, the Subsequent Billing Company(s) will provide the customer with written authorization for the payment arrangement.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(b) Multiple Bill Option

The Multiple Bill option allows all Telephone Companies providing service to bill the customer for their portion of a jointly provided access service. Each Telephone Company will:

- determine its portion of the Switched Transport and/or Special Transport as set forth in 2.7(A)(2)(c);
- determine the applicable charges and bill in accordance with its tariff;
- include all recurring and nonrecurring rates and charges of its tariff; and
- forward the bill to the customer.

The customer will remit the payments directly to each Telephone Company.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(c) Meet Point Billing Mileage Calculation

Each Telephone Company's portion of the Switched Transport and/or Special Transport mileage will be determined as follows:

- (1) For Switched Access Services, determine the appropriate Switched Transport Facility total miles by computing the number of miles from the wire center that normally serves the CDL to the serving wire center in the Access Area (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the ECA Tariff FCC No. 4. For Special Access Services, determine the appropriate Special Transport total miles by computing the number of miles between the serving wire centers involved (i.e., CDL serving wire center or Hub Wire Center or WATS Serving Office) using the V&H method as set forth in the ECA Tariff FCC No. 4. Where the calculated miles include a fraction, the value is always rounded up to the next full mile.
- (2) Determine the billing percentage (BP), as set forth in the ECA Tariff FCC No. 4. This represents the portion of the Service provided by each telephone company.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(c) Meet Point Billing Mileage Calculation (Cont'd)

(3) For Switched Access Service, using the BP method, (a) multiply the BP of the Telephone Company, as set forth in (2) preceding, times the number of airline miles, as set forth in (1) preceding, to determine the appropriate telephone company miles to be billed, times the number of access minutes of use, times the Switched Transport Facility rate.

Example of Billing Percentage (BP)  
Method:

The Switched Transport Facility between Office X and Office Y is jointly provided by telephone companies A and B. The following example reflects the rate for telephone company A. Rates for telephone company B would appear in its appropriate access tariff.

(A) Airline miles from telephone Company A (office X) to telephone company B (office Y) = 50 airline miles as set forth in ECA Tariff FCC No. 4.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(c) Meet Point Billing Mileage Calculation (Cont'd)

(3) (Cont'd)

(B) Billing Percentage for each  
telephone company (from ECA  
Tariff FCC No. 4).

Telephone Company A = 40%  
Telephone Company B = 60%

(C) Access Minutes for Telephone  
Company A = 9000

(D) Switched Transport Facility  
rate for Telephone Company A  
= \$ .00030202

Formula:

Billing Percentage (BP) x Airline miles  
(ALM) x Access Minutes (AM) x  
Transport Rate = Total.

Calculation:

Telephone Company A

Switched Transport  
BP ALM AM Facility Rate Total  
.40 x 50 x 9,000 x .00030202 = \$54.36

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(A) (Cont'd)

(2) Meet Point Billing (Cont'd)

(c) Meet Point Billing Mileage Calculation (Cont'd)

(4) For Special Access, multiply the BP of the Telephone Company as set forth in (2) preceding, times the number of airline miles as set forth in (1) preceding, to determine the appropriate telephone company miles to be billed, times the Special Transport rate.

(d) All other appropriate recurring and nonrecurring charges in each telephone company's access tariff are applicable.

(e) In addition, the Switched Transport Facility is provided by more than one telephone company, The Switched Transport Termination rate applies for the termination (i.e., the first point of switching and/or the end office serving the end user) at the Telephone Company end of the Switched Transport Facility. The Switched Transport Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport Facility.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

**(B) PEC and SEC Access Arrangements**

Where the customer utilizes FGA or BSA-A Service for calls between a PEC and a SEC within the same Multicarrier Access Area, as in 2.6, the SEC will apply Switched Access Service rates provided the following criteria are met;

- (1) The PEC and SEC are not the same telephone company,
- (2) The PEC and SEC do not provide service under the same access service tariff,
- (3) The PEC and SEC do not have a revenue sharing arrangement,
- (4) The PEC and SEC do not have a multiple company billing arrangement as in 2.7(A)(2).

The Switched Access Service rates are applied as follows: the SEC will apply the Switched Transport (e.g., Switched Transport Facility, Switched Transport Termination), End Office Services and the Directory Assistance Information Surcharge rates to both originating and terminating access minutes as in 4.2.4, 4.2.18 and 4.5.2(N)(2). The customer will place the ASR for these services as in 3.3(B).

Where the PEC and SEC have a revenue sharing arrangement, the SEC is precluded from billing as set forth preceding.

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**2. GENERAL REGULATIONS (Cont'd)**

**2.7 FIA Services Provided By More Than One Telephone Company  
(Cont'd)**

(B) PEC and SEC Access Arrangements (Cont'd)

Listed below are those locations where the PEC and SEC do not have a revenue sharing arrangement, and in which the Switched Access service rates, as described above, will apply.

State - Minnesota

SEC

Citizens Telecommunications of Minnesota

PEC

U. S. West Communications, Inc. (FGA and  
BSA-A)

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