

Frontier Communications of America, Inc.
P.O. Box 340 Elk Grove, CA 95759
U-5429-C

Schedule CAL. P.U.C. No. 2
Section A
Original Title Sheet 1
Cancels Title Sheet 1

COMPETITIVE LOCAL CARRIER TARIFF

Tariff Schedules
Applicable to the
RESALE OF TELEPHONE SERVICE
by
FRONTIER COMMUNICATIONS OF AMERICA, INC.
(Cal. PUC U-5429-C)
P.O. Box 340
Elk Grove, CA 95759
Operating In
the State of California

These tariff schedules have been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and rules of this Utility.

Service will be furnished in accordance with these tariff schedules and no officer, employee or representative of the Utility has any authority to waive, alter or amend these tariff schedules or any part thereof in any respect.

Advice Letter No. 113A
Decision No. D.07-09-018

Issued By
Jack D. Phillips, Director
Government & External Affairs

Date Filed: 12/23/09
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Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF

LIST OF EFFECTIVE SHEETS

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1st Revised*	CS A		
1st Revised*	TOC A		
Original	TOC B		
Original	TOC C		

*** Denotes Change**

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COMPETITIVE LOCAL CARRIER TARIFF

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COMPETITIVE LOCAL CARRIER TARIFF

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COMPETITIVE LOCAL CARRIER TARIFF

LIST OF EFFECTIVE SHEETS

SECTION 1 – PRELIMINARY STATEMENT

(T)

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* Denotes Change

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 1 – PRELIMINARY STATEMENT

(T)

1.1 GENERAL INFORMATION

This schedule contains a general statement relative to the filing of rates, rules and regulations, the territory served and service rendered and the availability of tariff sheets.

1.2 APPLICABILITY

Applicable to exchange and network services furnished or made available by Frontier Communications of America, Inc., hereinafter referred to as "Frontier" or "the Company", over facilities wholly within or partly within and partly without, the state of California, between stations, all of said stations being within the authorized territory of the Company in California.

This tariff applies to the resale of telecommunications services to business customers.

1.3 FILING OF RATES AND REGULATIONS

The schedules of rates and regulations have been regularly filed with the Public Utilities Commission of the State of California and are the effective rates and regulations of this Company.

No officer, employee or agent of the Company has any authority to waive, alter or amend in any respect these rates and regulations, or any part thereof or to make any agreements inconsistent therewith.

The rates and regulations set forth in the schedules are subject at all times to addition, change, or abolition after proceedings duly held by the Public Utilities Commission of the State of California and changes in the rates and regulations herein set forth must first be approved or accepted by the Public Utilities Commission of the State of California.

1.4 TERRITORY SERVED - SERVICE RENDERED - RATES AND REGULATIONS

The Company renders message telecommunications service, throughout the territory served by it as shown in its tariff schedules which include a description of the service furnished, filed herewith. The provision of local exchange telecommunications service is subject to the existing regulations, terms, conditions in this tariff and the Company's Message Telecommunications Service Tariff. Provision of service under this tariff is subject to the availability, on a continuing basis, of the required plant and facilities, and is limited to the capacity of the Company's plant and facilities, as well as plant facilities the Company may obtain from other carriers. Service will be furnished at the discretion of the Company.

The procedure which will be followed by the Company in rendering service is set forth in Schedule Cal. P.U.C. No. 2, in which are included definitions explaining phrases and terms used.

(Continued)

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 1 – PRELIMINARY STATEMENT

(T)

1.4 TERRITORY SERVED - SERVICE RENDERED - RATES AND REGULATIONS (Continued)

Each sheet of each schedule bears a designating Cal. P.U.C. number and also the date filed and the date upon which it became effective.

A map of the state of California showing the areas currently served by AT&T and GTE, in which Frontier proposes to serve in the capacity of a competitive local carrier (CLC), is found in 1.5 following. In lieu of filing its own maps of the exchanges served, Frontier concurs in the Exchange Area maps filed by AT&T California and found in their Network and Exchange Services Tariff Schedule Cal. P.U.C. No. A5, Schedule 5.10.

Rates and Charges for Services not listed in this Tariff. The Company will provide services requested by customers which are not included in this tariff, depending on equipment and facilities availability and economic considerations. Pricing for these services will be accomplished on an Individual Case Basis (ICB) or a customer-specific contract, which will be submitted by Advice Letter to the Commission for approval. The rates so developed will be available to other customers on a non-discriminatory basis.

1.5 SERVING AREA

Areas currently served by AT&T and GTE.

1.6 SERVICE AVAILABILITY

Services can be added, changed or canceled at any time by contacting the business office. The number for Residential Services is (800) 921-8101. The number for Business Services is (800) 921-8102.

1.7 AVAILABILITY OF TARIFF SHEETS

Current Tariff Schedule Sheets Approved and Accepted by the California Public Utilities Commission:

The official copy of each tariff schedule sheet with the effective date is filed at the Company's California office, 9260 E. Stockton Blvd., Elk Grove, CA 95624.

These tariffs may be viewed at the following website: <http://carrier.frontiercorp.com/crtf/tariffs/>. Customer correspondence may be directed to: Frontier Communications, P.O. Box 3609, Kingman, AZ 86402.

(Continued)

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 1 – PRELIMINARY STATEMENT

(T)

1.8 REFERENCE TO OTHER TARIFFS

Whenever reference is made to other tariffs, sections, or subsections, the location is listed as follows: (i.e., Schedule Cal. P.U.C. No. 1-T)

1.9 SYMBOLS

The following symbols are applicable to all Tariff Schedules and Rules of the Company.

- (C) To signify changed listing or regulation which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate or regulation.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of the tariff with no change in text, rate or regulation.
- (N) To signify new material including listing, rate or regulation.
- (P) To signify material subject to change under a pending application or advice letter.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

1.10 ABBREVIATIONS

ICB Individual Case Basis
RR Recurring Rate (which is found elsewhere in the tariff)
NRC Nonrecurring Charge

1.11 DETARIFFED SERVICE CATALOG

Services formerly tariffed in this schedule and now offered on a detariffed basis pursuant to CPUC Decision No. 07-09-018, are located in the Frontier's Service Catalog, available at the following web site: <http://carrier.frontiercorp.com/crtf/tariffs/> under the folder "Tariffs/Catalog"

COMPETITIVE LOCAL CARRIER TARIFF

LIST OF EFFECTIVE SHEETS

SECTION 2 – TAXES AND SURCHARGES

<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>
Original	CS A		
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* Denotes Change

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.1. CPUC MANDATED PUBLIC PROGRAM SURCHARGES

APPLICABILITY

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates to Intrastate services excluding the following:

1. California Lifeline Telephone Program billings;
2. Charges to other certificated carriers for services that are to be resold;
3. Coin sent paid telephone calls (coin in box) and debit card calls;
4. Customer-specified contracts effective before 9/15/94;
5. Usage charges to coin operated pay telephones;
6. Directory advertising; and
7. One-way radio paging.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge amounts.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.2. SURCHARGE TO FUND CALIFORNIA PUBLIC UTILITIES COMMISSION REIMBURSEMENT FEE

APPLICABILITY

This surcharge is for the purpose of funding the Public Utilities Commission and applies to the aggregate amount of customer billings associated with intrastate billings, which appear on customer's bills.

RATES AND CHARGES

Pursuant to Resolution T-16901, all Telecommunications Carriers are required to apply the CPUC Reimbursement Fee to Intrastate Services excluding the following:

1. Directory Advertising and Sales;
2. Terminal equipment and Sales; and
3. Inter-Utility Sales.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge rate.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.3. CALIFORNIA LIFELINE TELEPHONE PROGRAM (also known as “CALIFORNIA LIFELINE” or UNIVERSAL LIFELINE TELEPHONE SERVICE “ULTS”)

APPLICABILITY

The surcharge will fund the California LifeLine program, the California LifeLine Trust Administrative Committee (TAC), and the California LifeLine Service Marketing Board (MB), administrative and program costs, and also allow an adequate reserve. This percentage rate surcharge shall be described on subscriber's bills as California LifeLine Surcharge. This surcharge will remain in effect until otherwise ordered by the Commission.

RATES AND CHARGES

Pursuant to Resolution T-16901 a surcharge will be applied to all end user telecommunications intrastate tariffed services, both within a service area and between service areas except for the following:

- a. California Lifeline Telephone Program Billings;
- b. charges to other certified carriers for services that are to be resold;
- c. coin sent paid telephone calls public phone (coin in box) and debit card calls;
- d. contracts effective before 9/15/94;
- e. usage charges to coin operated pay telephones;
- f. sale and/or lease of customer premises equipment;
- g. directory advertising; and
- h. one-way radio paging.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge rate.

EXCEPTIONS:

California Lifeline Telephone Program (flat rate exchange service, reduced service connection charges, and mileage, if applicable)

Taxes and following surcharges:

Public Utilities Commission Utilities Reimbursement Account Fees (P.U.C. Code Section 431)

The California High Cost Fund Surcharge A (P.U.C. Code Section 739.3)

The California High Cost Fund Surcharge B

The California Teleconnect Fund Surcharge

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.4 SURCHARGE TO FUND CALIFORNIA RELAY SERVICE AND OTHER DEAF AND DISABLED TELECOMMUNICATIONS PROGRAMS (DDTP)

Pursuant to Resolution T-16901 a Deaf and Disabled Telecommunications Program (DDTP) surcharge and a TDD Placement Interim Committee (TPIC) surcharge thereby, creating a combined surcharge, shall be applied to all end user telecommunications intrastate tariffed services, both within a service area and between services areas except for the following:

- a. California Lifeline Telephone Program billings;
- b. charges to other certified carriers for services that are to be resold;
- c. coin sent paid telephone calls (coin in box) and debit card calls;
- d. contracts effective before 9/15/94;
- e. usage charges to coin operated pay telephones;
- f. sale and/or lease of customer premises equipment;
- g. directory advertising; and
- h. one-way radio paging.

This combined surcharge is for the purpose of funding telecommunication products and services for certified disabled customers under the DDTP and the placement of deaf or hearing-impaired telecommunications equipment in public places under the TPIC. This percentage rate surcharge shall remain in effect until otherwise ordered by the Commission.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge rate.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.5. SURCHARGE TO FUND CALIFORNIA HIGH COST FUND (CHCF-A)

Pursuant to Decision 94-09-065 and Resolution T-16901 a surcharge will be applied to all end user telecommunications intrastate tariffed services, both within a service area and between services areas except for the following:

- a. California Lifeline Telephone Program billings;
- b. charges to other carriers for services that are to be resold;
- c. coin sent paid telephone calls (coin in box) and debit card calls;
- d. contracts effective before 9/15/94;
- e. usage charges to coin operated pay telephones;
- f. sale and/or lease of customer premises equipment;
- g. directory advertising; and
- h. one-way radio paging.

The surcharge shall be identified on subscriber's bills as California High-Cost Fund Surcharge.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge rate.

EXCEPTIONS:

Taxes and following surcharges:

Public Utilities Commission Utilities Reimbursement Account Fees (P.U.C. Code Section 431)

California Lifeline Telephone Program Surcharge (P.U.C. Code Section 739.2)

California High Cost Fund Surcharge B

California Teleconnect Fund Surcharge.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.6. CALIFORNIA HIGH COST FUND SURCHARGE - B (CHCF-B)

APPLICABILITY

Applicable to all Intrastate end user services except those listed below under the exceptions.

RATES AND CHARGES

Pursuant to Resolution T-16901 a surcharge will be applied to all end user telecommunications intrastate services, both within a service area and between service areas; except for one-way radio paging, California Lifeline Telephone Program services billed, coin sent paid telephone calls (coin in box) and debit card calls, contracts effective before September 15, 1994, usage charges for service to Coin Operated Pay Telephone (COPTs) and Directory Advertising. The CHCF-B surcharge was established in D. 96-10-066 to provide universal service subsidy in high cost areas of service. This surcharge will remain in effect until otherwise ordered by the Commission. The surcharge shall be identified on subscriber's bills as California High Cost Fund-B Service Surcharge. The surcharge applies to all monthly service billed in advance and for all usage billed after the effective date of this tariff. The surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end-users.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge rate.

EXCEPTIONS:

Taxes and following surcharges:

Public Utilities Commission Utilities Reimbursement Account Fees (P.U.C. Code Section 431)

California Lifeline Telephone Program Surcharge (P.U.C. Code Section 739.2)

California High Cost Fund Surcharge A (P.U.C. Code Section 739.3)

California Teleconnect Fund Surcharge

COMPETITIVE LOCAL CARRIER TARIFF

SECTION 2 – TAXES AND SURCHARGES

2.7 CALIFORNIA TELECONNECT FUND (CTF) SURCHARGE

APPLICABILITY

Applicable to all Intrastate end user services except those listed below under the exceptions.

RATES AND CHARGES

Pursuant to Decision 96-10-066 and Resolution T-16901 a surcharge will be applied to all end user telecommunications intrastate services, both within a service area and between service areas. This includes intrastate intraLATA toll/WATS/800 services, contracts entered into or reviewed after September 15, 1994, detariffed services, and all local rates and charges. This surcharge will remain in effect until otherwise ordered by the Commission.

The surcharge applies to all monthly service billed in advance and for all usage billed after the effective date of this tariff. Except as noted below, the surcharge applies to all recurring and nonrecurring rates and charges for services provided by the Company to end-users.

Refer to the AT&T California's Network and Exchange Services tariff for the current surcharge rate.

EXCEPTIONS:

California Lifeline Telephone Program flat rate exchange service, reduced service connection charges, and mileage, if applicable

Taxes and following surcharges:

Public Utilities Commission Utilities Reimbursement Account Fees (P.U.C. Code Section 431)

California Lifeline Telephone Program Surcharge (P.U.C. Code Section 739.2)

California High Cost Fund Surcharge A (P.U.C. Code Section 739.3)

California High Cost Fund Surcharge B

COMPETITIVE LOCAL CARRIER TARIFF

LIST OF EFFECTIVE SHEETS

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COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS

For the purpose of these tariff schedules the terms and expressions listed below shall have the meanings set forth below.

ACCESS LINE: The Company provided line from the central office switching point up to and including the termination of said line on the customer's premises at the local loop demarcation point (LLDP).

APPLICANT: An individual or concern making application to the Company for telephone service or installation of facilities.

AUTHORIZED REPRESENTATIVE (AGENT): An individual or concern designated in writing by the applicant/customer that represents such applicant/customer regarding telephone service including Intrabuilding Network Cable (INC). The written notice received by the Company must set forth the extent of representation authorized by the applicant/customer. This accommodation does not remove the responsibility of the applicant/customer for payment of service, usage or adherence to other Rules set forth in the tariff. (See Property/Owner/Landlord/Agent)

AUXILIARY LINE: An additional individual line from the same central office to the same premises as the main individual line and associated therewith.

BATTERY POWER: Source of electrical power furnished during commercial power outages.

BUILDING: A non-mobile ground supported structure intended to give protection from the elements and usually enclosed by a system of essentially continuous exterior walls. A building may contain more than one premise. Carports, driveways, passageways, patios or similar connecting elements not intended for occupancy - covered or not - do not create a single building.

Abutting structures having common hallways above ground level, occupied by a customer or his personnel as permanent work locations and appearing to function as one entity, are treated as a single building.

A pier or wharf for mooring one or more boats is treated as a single building.

A trailer pad improved for regular use is treated as a single building.

Each of several single occupancy townhouse living units constructed on a separate lot within a continuous property is treated as a separate building for the provision of service connections.

A building may be subdivided by one or more interior walls preventing passage between portions of the building, as in a row of business establishments. All portions of a building need not have single ownership as in a condominium.

BUILDING OWNER: See Property Owner/Landlord/Agent

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

BUILDING TYPES: (1) Single story - A building with one floor or level, excluding basements and garages or other parking facilities, if any. (2) Multi-story - A building with more than one floor or level. (3) Multi-unit - A building that has multiple tenants.

BUILDING USAGE:

Commercial: (1) Single tenant - A multi-story or single story, but not multi-unit building entirely occupied by one business customer. (2) Multi-tenant - A multi-unit, multi-story or single-story building occupied by more than one business customer.

Mixed Residential and Commercial: A multi-unit and a multi-story or single story building occupied by both residential and business customers.

In addition, employee housing within the definition of Health and Safety Code 17008, regardless of the number of employees does not constitute a "mobile home park", unless such employee housing is incidental to the operation of the mobile home park and such park is otherwise subject to the permit to operate requirements under the Mobile Home Parks Act.

BURIED WIRE: A cable designed for use in underground construction and utilized in extending the Company's telephone plant.

BUSINESS SERVICE: Exchange service furnished to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is principally or substantially of a business, professional or occupational nature. If the directory listing denotes the character of the service to be for business use, the rates for business service will apply.

CALIFORNIA RELAY SERVICE: A Dual party relay system using communication assistants to connect deaf or severely hearing-impaired persons with persons of normal hearing.

CAMPUS ARRANGEMENT: See Continuous Property.

CENTRAL OFFICE: A telephone Company's switching office unit by means of which one telephone station may be connected to another.

CENTREX: A central office based service provided to business customers from the Company's digital central office facilities. This central office service offering is an alternative to customer PBX and key systems. Services are provided using single-party business access lines in conjunction with Centrex Service Lines for additional stations in the Centrex group. The number of lines in a group determines the maximum number of connections at a given time to the exchange network.

If all access lines in a Centrex group are busy, the Service Lines may be used for calling station to station or to activate enhanced features within the group.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

COIN-BOX SERVICE: See Paystations

COMPANY: See the Company

COMPLEX INSIDE WIRE: Also known as intrasystem wiring, includes all cable and wire and its associated components (e.g. connecting blocks, terminal boxes, conduits) located on the customer's side of the Local Loop Demarcation Point (LLDP) which connect station components to each other or to the common equipment of a PBX or key system. Connection of Complex Inside Wire to the telephone network is governed by Part 68 of FCC Rules and Regulations.

CONNECTING ARRANGEMENT: The term "Connecting Arrangement" denotes the equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with facilities of the Company. Such connections will be made through an SNI or its equipment conforming to Part 68, Sub Part F, of FCC Rules and Regulations,

CONTINUOUS PROPERTY: Is land which is; (a) wholly owned by a single individual or entity, regardless of whether the owner leases all or a portion(s) of the property to another, and (b) which contains, or will contain multiple building where all portions of the property may be served without crossing a public thoroughfare or property of another. A " public thoroughfare" is a street, road or other means of passage across property, which is not subject to restrictions on ingress, egress or boundaries.

There are three basic types of Continuous Properties:

- (1) Single-tenant commercial in which one owner or tenant occupies all buildings.
- (2) Mixed Commercial and residential (e.g., buildings with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential use exists.
- (3) Multi-tenant commercial and/or residential in which several tenants occupy a building individually or on a per-floor per-section basis.

The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g. apartment building or complexes. Condominiums also are Continuous Property. Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by entities in common do not constitute Continuous Property. This includes town-homes and homes in gated communities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

CUSTOMER: Refers to the person, firm or corporation responsible for ordering telecommunications services, for paying charges, and for complying with the rules and regulations of the Company. A customer may be an individual, partnership, association, joint stock company, trust corporation, authorized representative, governmental entity, or any other entity that subscribes to the services offered under the Company's tariff.

CUSTOMER GUIDE SERVICE: Customer Guide Service is a service, which allows long-distance companies (interexchange carriers) who are certified by the California Public Utilities Commission to provide toll service within California's LATAs, to list their name, long-distance Company Code, telephone number and/or intraLATA rates in the preface section of the Company's White Page directories.

CUSTOMER OWNED PAY TELEPHONE (COPT): A customer owned and provided pay telephone (coin and coinless) for public or non-public use. This service is connected to the Company provided public access line.

CUSTOMER PROVIDED EQUIPMENT (CPE): Customer provided equipment includes telephones, data equipment and ancillary equipment furnished by the customer.

DATAPATH: A central office based communications service for the transmission of digital signals, using only digital transmission facilities. Datapath service provides asynchronous data access at speeds from 300 bps through 19.2 kbps and synchronous data access at speeds from 1200 bps through 64 kbps.

DATE OF PRESENTATION: The date upon which a bill or notice is mailed or delivered to the customer.

DEMARCATION POINT: See definition for Local Loop Demarcation Point (LLDP).

DIALAN SERVICE: (DMS Integrated Access Local Area Network) DIALAN Service allows for the simultaneous voice and data access to the switched telephone network over a single exchange access line. DIALAN Service provides data access at speeds from 110 bps through 19.2 kbps for asynchronous communication.

DIRECT INWARD DIAL (DID): A feature, which allows callers to dial direct to a wanted PBX or Centrex extension without the intervention of an operator or attendant.

DIRECTORY LISTINGS: Essential information in the telephone directory whereby users may ascertain the telephone number of a customer's station.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

DISTRIBUTION CABLE FACILITIES: The Company's cables, wires and associated supporting structures and appurtenances, located in dedicated streets and the Company easements, designed to serve more than one property and extending from the serving central office to the points of connection with the Company's service connection facilities. (See Line Extensions and Service Connections) On continuous property, these facilities include the Company's cable and associated apparatus directly or indirectly routed to the Minimum Point of Entry (MPOE) in a building or buildings.

DISTRICT AREA: A specific portion of an exchange area served by a particular central office or by a group of central offices common only to that portion.

DUAL PARTY RELAY SYSTEM: See California Relay Service

EMERGENCY: A situation which exists when serious sickness, public safety, necessity or war conditions are involved.

EMERGENCY SERVICE ORGANIZATIONS: Law enforcement agencies and shelters for battered spouses and runaways.

END USER/END USER CUSTOMER: A customer who uses (rather than provides) telecommunications services. (See Customer.)

EXCHANGE: A telephone system providing service within a specified area as shown on maps filed elsewhere in the tariff schedules and within which communications are considered as exchange messages, except those messages between toll points.

EXCHANGE AREA: An area shown on maps filed elsewhere in tariff schedules within which the Company holds itself out to furnish exchange telephone service from one or more central offices serving that area.

EXCHANGE SERVICE: Telephone service furnished between customers within an exchange area.

EXTENDED AREA SERVICE: 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.

EXTENSION LINE: An extension of a primary line provided directly or by means of a switching device.

FACILITIES: The elements of plant involved in providing a telecommunications service, such as service connection facilities, radio facilities, OCC facilities, central office equipment, etc.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

FICTITIOUS NAME: A name or style employed by a concern to direct attention to a commodity or service or for any purpose other than the actual conduct of its business.

FOREIGN ATTACHMENT: Equipment not owned or authorized by the company for use in the service extended.

FOREIGN EXCHANGE SERVICE: Exchange service furnished by means of a circuit connecting a customer's station with a central office in an exchange area other than that in which the station is located, or extension service in an exchange area other than that in which the primary station is located.

FULLY RENOVATED BUILDINGS: Buildings in which internal wall coverings and existing telephone wiring and/or cable are removed in connection with renovations requiring a building permit. The effective date for determining "fully renovated" status is the date of the Notice of Occupancy issued by the appropriate local agencies.

HUNTING SERVICE: An arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call. Multiline Hunt Group allows a number of lines to be grouped together to share common translation data.

INDIVIDUAL CASE BASIS (ICB): The term "Individual Case Basis" 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.

INDIVIDUAL LINE SERVICE: Exchange service furnished by means of a central office line or circuit assigned for use for one primary station only.

INFORMATION PROVIDER: A customer of an interexchange carrier who subscribes to the interexchange carrier's 900 service for the purpose of providing information, entertainment and fund raising services to subscribers.

INFORMATION SERVICES CALL BLOCKING (ISCB): A central office call blocking service that allows the Company's residential and single line business customers to block directly dialed calls placed from their telephones to 900 numbers. ISCB will be provided at the customer's serving central office, and when placed on the customer's line will prevent access to all directly dialed 900 numbers. If a customer dials a 900 number, they will get an announcement saying that their call cannot be completed as dialed. The customer will be able to dial other numbers.

INSIDE WIRE: See Simple Inside Wire or Complex Inside wire.

INSTALLATION CHARGE: An initial, non-recurring charge made under certain conditions to cover all or a portion of the cost of installing telephone equipment.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

INTERCOMMUNICATING SYSTEM: An equipment arrangement consisting of three or more telephone stations and one or more exchange lines, each station being equipped with a switching device by means of which it may be connected with any other station in its own system or with the central office. Calls from the central office can be transferred to any station of the system.

INTEREXCHANGE CARRIER: Any carrier registered with the FCC that is authorized to carry customer transmissions between LATAs interstate, or if approved by a state public utilities commission, intrastate.

INTRABUILDING NETWORK CABLE (INC): INC is located on the customer's side of the Company's Local Loop Demarcation Point (LLDP). INC connects the end of the Company's local loop at the Minimum Point of Entry (MPOE) to the INC demarcation point at the terminal(s) within a customer's continuous property. The purpose of the INC is to provide the communications path from the Company's service entrance facility to the end-user's service location. (See Rule 27.)

JACK: A device used to connect stations or telephone components.

JOINT USER: An individual or concern authorized by the Company and the customer to share in the use of the customer's business telephone service.

LANDLORD: See Property Owner/Landlord/Agent

LINE EXTENSIONS: Line extensions consist of over-head or underground extensions to plant from existing distribution facilities to new service connections, and exclude additions to plant along existing telephone facilities. (See Distribution Facilities and Service Connections.)

LOCAL CALL: A completed telephone call or telephonic communication between exchange stations in the same local service area except messages between toll points.

LOCAL EXCHANGE SERVICE: Service provided to a customer location in the local exchange network for communication between other customary locations served from that same exchange area.

LOCAL EXCHANGE SERVICE AREA: An area within which are located the stations which customers may call at the access line rates for local exchanges, in accordance with the provisions of the exchange tariffs. The local exchange service area may include the whole or part of an exchange area, or parts of all of two or more exchange areas.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

LOCAL LOOP DEMARCATION POINT (LLDP): The physical location that separates the responsibility for installation and repair of telecommunications facilities between the Company and building/property owner/landlord/agent or the end-user customer. The LLDP is generally located at the first point of entry to a single or multi-story building and includes the main entrance facility. The Company is responsible for the installation and maintenance of its facilities up to and including those located at the Company's LLDP. This point may also be referred to as the Minimum Point of Entry (MPOE) or the Minimum Point of Presence (MPOP).

Installation and maintenance of facilities and equipment beyond the Company's LLDP is the responsibility of the property owner/landlord/agent or the end-user customer.

When a LLDP lacks sufficient power and/or space to support provisioning of a new service, such service will be provisioned as close as practicable to the existing demarcation point.

LOCAL PRIVATE LINE TELEPHONE SERVICE: A service furnished for the customer's own use by means of a line to which are permanently connected two or more telephone stations and which shall not be connected for exchange service.

MEASURED RATE SERVICE: A telephone service, which includes the exchange access service monthly rate based upon the number of outgoing local calls plus the applicable usage charges.

MILEAGE CHARGES: The additional charges for extension stations of individual and party line service and to all stations of Private Branch Exchange Service (PBX).

MINIMUM POINT OF ENTRY (MPOE): See Local Loop Demarcation Point (LLDP).

MINIMUM POINT OF PRESENCE (MPOP): See Local Loop Demarcation Point (LLDP).

MOVE AND CHANGE CHARGE: A charge for a change of location, service or type of equipment on the same premises made at the customer's request where there is no interruption of service, other than that incident to the work involved, and which is not initiated by the Company or required for the proper maintenance of the equipment or service.

NETWORK TERMINATING WIRE (NTW): The wire between the protected terminal and the Standard Network Interface (SNI). NTW includes wire that connects the building entrance terminal to the Company placed network access termination. This wire connection is also called a cross connect.

NONRECURRING CHARGE (NRC): A one-time charge designed to cover expenses applicable to certain Company provided services and facilities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

PERMANENT DISCONNECT: A discontinuance of service in which the facilities used for the service are made available for use for another service.

PREMISES: See Building Usage

PRIMARY LINE: A main telephone line (excluding extension lines) or private branch exchange switchboard station of a customer's service.

PRIVATE BRANCH EXCHANGE (PBX) SYSTEM SERVICE: Exchange service furnished by means of a PBX switchboard, intercommunicating system or mechanical equipment located on the customer's premises and local stations with local communication between them and communication to the general system by means of exchange trunks to the Company's central office.

PROPERTY OWNER/LANDLORD/AGENT: The owner of real property who occupies, leases or rents property for residential or commercial purposes, or the owner's authorized representative.

PUBLIC ACCESS LINE (PAL): Individual line service connected through a network interface or other Company provided interface to an authorized customer provided pay telephone located on a customer premises.

PUBLIC UTILITIES COMMISSION (PUC): Public Utilities Commission of the State of California, sometimes referred to as the Commission.

RIGHT OF WAY: Denotes the legal permission granted the Company by the property owner to allow the Company to install, maintain, and repair INC and any associated plant facilities on a property. This permission is usually in writing and is recorded as an easement against the property.

RISER CABLE: See Intrabuilding Network Cable (INC)

ROOM: A space in a building surrounded by walls or closed partitions provided the opening, if any, between the top of such walls or partitions and the ceiling is less than two feet.

SERVICE CATALOG: Those documents that contain the standard descriptions, pricing, and other terms and conditions for services offered on a detariffed basis pursuant to D.07-09-018. Also known as the Frontier Communications of America, Inc., Service Catalog.

SERVICE CONNECTIONS: Wire or cable, and associated underground supporting structure where used, from the point of connection with the Company's distribution facilities to the point of connection with the interior wiring at the building served. A service connection serves only the continuous property on which it is located. An incidental segment may be located in the adjacent dedicated street or Company easement. (See Distribution Cable Facilities and Line Extensions)

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

SERVICE CONNECTION CHARGE: A charge intended to cover in part operating expenses incident to the establishment of telephone service and the connection of the service with the telephone system.

SERVICE CONNECTION FACILITY: Denotes wire/cable either aerial or buried, used as the entrance facility and the building entrance terminal located up to and including the Company's LLDP.

SERVICE LINE: See Centrex Service

SIMPLE INSIDE WIRE: Any wire on the customer's side of the local loop demarcation point (LLDP) running between the demarcation point and the customer's premises equipment (CPE) served by two pairs of wire or less. Inside wire includes the associated jacks on the customer's side of the Company's local loop demarcation point. Inside wire does not include CPE.

SNI: See Standard Network Interface

SPECULATIVE PROJECTS: Projects involving oil wells, mining operations, stock or other promotional schemes, club memberships or other drives, sales campaigns, resorts, business ventures when experience shows that they are of a type subject to frequent sales or in which the proprietor has only a minor financial interest, and other projects which present more than the usual liability of loss.

STANDARD NETWORK INTERFACE (SNI): A type of Company-owned network interface at which customer-owned facilities are connected to the telephone network. The SNI is also a modularized connection and testing point, this allowing the customer to isolate trouble to inside wire without Company involvement. It also serves as the official LLDP between the customer's responsibility and the Company's responsibility.

SUBDIVISION: Improved or unimproved land under a definite plan of development wherein it can be shown that there are reasonable prospects within the next three years for five or more non-temporary main telephones and/or PBX trunk line terminations, at a density of at least one per acre.

SUBSCRIBER: See Customer

SUPERSEDURE: The transfer of a customer's complete service, including the telephone number from one party to another with no change in type or location of the equipment or wiring and including the responsibility for payment of outstanding charges against the service.

TARIFF SCHEDULES: The entire body of effective rates, toll, rentals, charges, classifications, and rules, as set forth herein.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

TARIFF SHEET: An individual sheet of the tariff schedule.

TEMPORARY DISCONNECT: A temporary discontinuation of service without complete termination of the service, made at the request of the customer or on the initiative of the Company, in which the facilities and telephone number are held available for resumption of service.

TEMPORARY SERVICE: Service to premises or enterprises the temporary nature of which can be determined in advance from the known limited duration of the contemplated operations, such as construction or exploration projects with their related housing and miscellaneous camp service facilities, summer or winter resorts, amusement or sports concerns, fairs, exhibit structures or places and other enterprises of like limited duration. Service for a specified short term to premises or enterprises normally permanent in nature.

Service to projects of abnormal risk or of unpredictable duration such as mine development, oil well drilling or lumbering operations.

TENANT: A person or entity paying rent to occupy or use real property owned by a landlord for residential or commercial purposes.

TERMINAL EQUIPMENT: Terminal equipment includes devices or apparatus and their associated wiring provided by a customer that do not constitute a multiline terminating system and that where connected to the communication path of a telecommunications network are connected either electrically, acoustically or inductively. Terminal equipment includes telephones, data equipment and ancillary equipment.

THE COMPANY: Frontier Communications of America, Inc.

TOLL MESSAGE: A completed telephone call or telephonic communication between exchange stations when the called station is not within the local service area of the calling station, between toll stations, or between a toll station and an exchange station.

TRADE NAME: The name or style under which a concern conducts its business and by which it is generally known to the public.

TRENCHING COSTS: Cost of excavating, backfilling and compacting, and where necessary, cost of breaking and repaving pavement and of restoring landscaping.

TRUNK LINE: A telephone circuit from one central office to another or between a private branch exchange system and Company central office.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

1. RULE NO. 1 - DEFINITION OF TERMS (Continued)

UNDERGROUND SUPPORTING STRUCTURE: Conduit, manholes, handholes, and pull boxes where and as required plus trenching costs.

USER: The user of a service regardless of the identity or location of the subscriber or customer of the service.

900 SERVICE: Information, entertainment and fund-raising services provided to customers by information providers using the 900 area code.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

2. RULE NO. 2 - DESCRIPTION OF SERVICE

A. General

1. Inside Wire Maintenance is available, however, there are competitive alternatives.

B. The Company provides telephone service; under its effective rate schedules, as follows:

1. Class of Service - The following class of service is furnished:

a. Business Service

2. Type of Service - The following types of services are furnished:

- a. Business Measured Rate Service
- b. Customer Owned Pay Telephone (COPT)

3. Grade of service - In general, the following grades of service are furnished:

- a. Single-Party Line
- b. Private Branch Exchange
- c. Public Access Line (PAL)

4. Single Business and Private Branch Exchange (PBX) system service is provided in the exchange area.

5. Optional services are offered by the Company under its schedule of rates.

6. The application of business rates is governed by the actual or obvious use made of the service by the customer.

7. Customer-Provided Equipment may be connected only when the sum of the F.C.C. registered or CPUC certified ringer equivalence numbers do not exceed 5.0.

8. Off-Premises Extension and PBX Terminations except those of a subsidiary dial PBX, will be installed off the premises on which the primary terminations or PBX is located, in accordance with the following:

- a. Same Customer - An off-premises extension will be installed on a premises of the customer.
- b. Different Customer - An off-premises extension will be installed on a premises of a party other than the customer to the off-premises extension service only when the occupant of the premises on which the extension is to be installed is a customer to single line or PBX service.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

2. RULE NO. 2 - DESCRIPTION OF SERVICE (Continued)

- B. The Company provides telephone service, under its effective rate schedules, as follows:
(Continued)
9. Extensions of subsidiary dial PBX's will be installed off the premises on which the subsidiary PBX is located in accordance with the above statements.
 10. When two or more off-premises extension services are furnished on the premises of one or more other customers, such other customers shall not use those off-premises extension services for communicating with each other.
 11. Extension or PBX terminations will be installed off the premises on which the primary station or PBX switchboard is located and outside the exchange area in accordance with the conditions governing Foreign Exchange Service.
- C. Exchange Service Telephone Calls Billed to Other Than the Service From which the Message Originates:
1. Upon request, the charges for a telephone call between two exchange stations located within each other's local service area may be billed to or collected from the called telephone (i.e., charges may be reversed), or billed to other than the calling or called station.
 2. Such service will be furnished at rates equivalent to the minimum toll rates for two-point operator station service
- D. Switched FEX Services - Switched FEX Service is provided by establishing a central office-switching center in the local exchange utilizing the normal wire routes to the customer's premises. It is in lieu of the central office-switching center in the foreign exchange and the cross-boundary wire routes to the customer's premises. The customer retains the calling area, directory services and toll rate center of the foreign exchange.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

3. RULE NO. 3 - APPLICATION FOR SERVICE

A. General

1. Application for service covered by the filed schedule of rates will be accepted by the Company. An applicant for service agrees to pay all exchange, toll and other charges against such service made in accordance with the provisions of the tariffs.
2. Applicant(s) will be required to provide their legal surname(s), middle names(s) or initial(s), and first name(s). This information may be verified by the Company. The application will be considered complete (unless otherwise specified in Rule 3) when at least one of the following valid identification items has been provided by the applicant(s):
 - a. California Driver's License number
 - b. California Identification Card number
 - c. Social Security Card number
 - d. Immigration and Naturalization Service Identification number
 - e. United States Passport number
3. The Company may request the applicant(s) to voluntarily provide their Social Security Number (SSN) for identification purposes. Refusal to provide this will not result in denial of service. Prior to the request for identification information, the Company will inform each applicant that (a) provision of their Social Security Number is strictly voluntary; (b) if another acceptable item of identification is provided, their application cannot be denied because they choose not to provide their SSN; and (c) no record will be made of their choice not to provide their SSN.
4. The Company may request applicant(s) to visit a public office or other approved agency location for the purpose of completing a service application and/or to provide approved picture identification as designated by the Company.
5. The Company may accept an oral or written application from an applicant for new service, additions or changes in existing service. Requests for additions or changes in existing service will be accepted only from designated responsible party(s).
6. An application is merely a request for service and does not in itself bind the Company to serve except under the reasonable conditions, nor does it bind the applicant to take service. Acceptance of service by the customer validates the application.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

3. RULE NO. 3 - APPLICATION FOR SERVICE (Continued)

A. General (Continued)

7. An application for service canceled by the applicant or the Company is subject to the following conditions:
 - a. Canceled by Applicant - If cancellation is requested by applicant prior to the time the service is connected, the application will be canceled by the Company and no charge will be made against the applicant except as specifically covered by written contract as provided for in these Rules and Regulations. If cancellation of an application for service is requested by the applicant subsequent to the time service is connected, such cancellation, being in effect, a regular discontinuance of service, the minimum requirements of the monthly rate and service connection charges will be applicable.
 - b. Canceled by the Company - If applicant refuses to comply with the Company's Rules and Regulations prior to the establishment of service, the Company may cancel the application, in which case any amounts collected from the applicant will be refunded.
 - c. The Company may refuse service if credit is not established satisfactory to it and may deny or disconnect service if a deposit is not paid as required.
- B. Where special (or in some cases, regular) construction of facilities is required to provide the requested services, construction charges may apply. All such charges will be developed on an individual case basis (ICB).

Unless otherwise provided, when orders for special construction of facilities are canceled, modified or deferred, charges for the work accomplished to date and reasonable administrative and termination fees will apply.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

3. RULE NO. 3 - APPLICATION FOR SERVICE (Continued)

- C. Income Tax Component of Contributions and Advances Provision - Contributions in Aid of Construction (CIAC) and Advances for Construction (CAC) shall include, but are not limited to, cash, services, facilities, labor, property, and income taxes thereon provided by a person or agency to the Company. The value of CIAC and CAC shall be based on the Company's estimates. CIAC and CAC shall consist of two components for the purpose of recording transactions as follows: (1) Advanced Income Tax (AIT) and (2) the balance of the CIAC or CAC. The Net Present Value (NPV) Gross-up factor is established by using Method 5 as set forth in D. 87-09-026 in I. 86-11-019.

The AIT shall be calculated by multiplying the balance of the CIAC or CAC by the NPV Gross-up factor of 33.74%.

The formula to compute Method 5 includes the following factors:

Federal Income tax rate	34.12
Discount rate	10.75
Pre-tax rate of return	15.79
State Income tax rate	9.30

When the Utility denies an application for a telecommunications service subject to Commission jurisdiction, the Utility shall inform the applicant of the reasons within 10 days thereafter. The Utility's reasons shall be provided in writing unless the applicant agrees to accept a different form of notice.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

4. RULE NO. 4 - MINIMUM CONTRACT REQUIREMENTS

Contracts for telephone service will not be required as a condition precedent to service (Includes Federal Income Tax Component, as listed in Schedule Cal P.U.C. R1 Rule No. 3.C) except:

A. As may be required by conditions set forth in the regular schedule of rates and Rules and Regulations approved or accepted by the Public Utilities Commission of the State of California.

B. In the case of line extensions, temporary service or service to speculative projects, in which case a contract may be required for a period not to exceed three years unless by special permission from the Public Utilities Commission of the State of California.

C. Each contract shall contain the following provisions:

"This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction."

D. All terms of any written confirmation, authorization, order, agreement or contract shall be unambiguous and legible, and written in a minimum of 10-point type.

E. No Company initiated change in a term contract that may result in more restrictive terms or conditions is enforceable unless the change is otherwise allowed by applicable law and the change is also communicated to the customer in a written notice 25 days prior to the change taking effect. Such notice shall present in a clear and conspicuous manner the current term or condition and the change being made in that term or condition. If the customer terminates service within 30 days from the effective date of the change, the customer shall not be assessed any otherwise applicable early termination penalty. The Company may not use this contract change provision to change term-contract rates or charges.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

5. RULE NO. 5 - SPECIAL INFORMATION REQUIRED ON FORMS

- A. Contracts - Each contract for telephone service will contain substantially the following provisions:

"This contract shall at all times be subject to such changes or modifications by the CPUC as said Commission may, from time to time direct in the exercise of its jurisdiction."

B. Customer's Bills

1. Regular Bills - Each regular bill for telephone service, except special bills, will contain on the face or back thereof the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within fifteen (15) calendar days of presentation date. Should you question this bill, please request an explanation from Frontier Communications of America, Inc."

2. Service Termination Notice - Each termination notice shall include all of the following:

- (1) Company's name.
- (2) The name and address of the customer, and the telephone number(s) associated with the delinquent account.
- (3) Information sufficient for the customer to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service.
- (4) The time or date by which payment, or arrangement for payment, must be made to avoid termination.
- (5) A toll-free telephone number to reach a Company service representative who can provide customer assistance.
- (6) The telephone number of the Commission's Consumer Affairs Branch where the customer may direct inquiries.

If the notice is sent via text message to the device to be terminated, the terminating Company will be deemed to have complied with this rule, providing the text message contains the information listed in 2 above.

A service termination notice is not required for termination of a non-tariffed service having reached either:

- (1) a usage or spending limit, prepaid or otherwise, that was arranged with the customer in advance; or
- (2) the end of a prepaid period of service known to and anticipated by the customer in advance.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

5. RULE NO. 5 - SPECIAL INFORMATION REQUIRED ON FORMS (Continued)

B. Customer's Bills (Continued)

3. Special Bills - Each special bill for telephone service will contain on the face or back thereof the following statement:

"If this bill is not paid within five (5) days from date of presentation, service may be discontinued, in which event restoration will not be made until this bill has been paid."

4. Disputed Bills - Each monthly bill for telephone service will contain on the face or back thereof the following statement:

If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

If your complaint concerns interstate or international calling, write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

5. Deposit Receipts - Each receipt for a deposit collected for the establishment or re-establishment of credit for service will contain the following notation:

"The company will refund the deposit in accordance with the following:

When an application for telephone service has been canceled prior to the establishment of service, the deposit will be applied to any charge applicable in accordance with tariff schedules and the excess portion of the deposit will be returned, and the applicant will be so advised.

Upon discontinuance of telephone service, the company will refund, with interest, the customer's deposit or the balance in excess of unpaid bills for that service, and the customer will be so advised.

After the customer has paid bills for telephone service for 12 consecutive months without having had this service temporarily or permanently discontinued for non-payment of bills, the company will refund the deposit with interest.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

5. RULE NO. 5 - SPECIAL INFORMATION REQUIRED ON FORMS (Continued)

B. Customer's Bills (Continued)

5. Deposit Receipts (Continued)

This deposit, less the amount of unpaid bills for service furnished by Frontier Communications of America, Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

No interest will be paid if service is temporarily or permanently discontinued for non-payment of bills, or if deposit is held less than full month increments."

Note: The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California Public Utilities Commission consumer protection rules are available online, at www.cpuc.ca.gov.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

6. RULE NO. 6 - CREDIT ESTABLISHMENT, RE-ESTABLISHMENT AND ASSIGNMENT OF CLASSIFICATION

A. Business Service

1. Establishment of Credit for Business Service - Temporary Service, Speculative Projects and Risk Services

An applicant for temporary telephone service, speculative projects and risk services with no unpaid balance from any previous service will be required to establish credit by payment of the deposit prescribed in Rule 7 of this Tariff, before service is connected.

2. Establishment of Credit for Business Service - Other Business

Each applicant for telephone service will be required to make a deposit and advance payment, as specified in Rule 7 of this tariff, or to establish credit by qualifying under any one of the following:

- a. Applicant is now or has been in the last two years, a customer of the Company or any other telephone Company in California, for a similar class of service. Applicant has paid all bills for said service without having been temporarily or permanently disconnected for nonpayment thereof, for a period of twelve consecutive months immediately prior to the date of the present application. The applicant will provide the Company with the verifiable telephone number and, if applicable, the disconnection date of there other service.
- b. Applicant is the owner of the premises upon which the Company is requested to furnish service, or is the owner of other business real estate.
- c. Applicant furnishes a guarantor satisfactory to the Company to secure payment of bills for the telephone service requested in the application.
- d. Applicant's credit is otherwise established to the satisfaction of the Company.
- e. In the event a customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from customers to ensure payment of bills.
- f. Frontier Communications of America, Inc. will not refuse a deposit to establish credit for service. However, the Company may require that the deposit be in cash or other acceptable form of payment (e.g. cashier's check, money order, bond, letter of credit, etc.).

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

6. RULE NO. 6 - CREDIT ESTABLISHMENT, RE-ESTABLISHMENT AND ASSIGNMENT OF CLASSIFICATION (Continued)

A. Business Service (Continued)

3. Re-establishment of Credit for Business Service - Temporary Services, Speculative Projects and Risk Services
 - a. A customer whose service has been disconnected for nonpayment of bills or nonpayment of an additional deposit will be required to pay any unpaid balance due the Company for the service which is to be restored, to reestablish credit by making the additional deposit prescribed in Rule 7 of this Tariff, and to pay a "Restoration - Reconnection Charge" as prescribed in this Tariff, before service is restored.
 - b. An applicant for temporary telephone service, speculative projects and risk services with an unpaid bill for any previous service will be required to pay such bills in full and to reestablish credit by making the deposit prescribed in Rule 7 in this Tariff, before service is connected.
 - c. An applicant for temporary telephone service, speculative projects and risk services to be used in behalf of, or for the benefit of a candidate, a committee, an organization, person or persons will be required to pay any outstanding balance for any previous service that has been furnished for same.
4. Re-establishment of Credit - Other Business
 - a. A customer whose service has been disconnected for nonpayment of bills will be required to pay any unpaid balance due the Company for service which is to be restored, to reestablish credit by making the additional deposit prescribed in Section 3.1.7, Rule 7 of this Tariff, and to pay a "Restoration - Reconnection Charge" as prescribed in Rule 7 of this tariff, before service is restored.
 - b. An applicant who previously has been a customer of the Company and during the last twelve months of that service, has had service temporarily or permanently disconnected for nonpayment of bills will be required to pay any unpaid balance due the Company and to reestablish credit by making the deposit prescribed in Rule 7 of this Tariff.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

6. RULE NO. 6 - CREDIT ESTABLISHMENT, RE-ESTABLISHMENT AND ASSIGNMENT OF CLASSIFICATION (Continued)

A. Business Service (Continued)

4. Re-establishment of Credit - Other Business (Continued)

c. The Company may not disconnect or deny service at premises where services provided to a prior customer were disconnected for nonpayment, except where it is found that the delinquent customer still has an interest in the business at that same location. The Company may require a written statement from a new customer stating that the former customer at that address was and is not owner or partner in the business. In the event that the statement is falsified, the new customer will be held liable for the entire delinquent bill owed the Company by the previous customer(s) and shall also be liable for a deposit prescribed in Rule 7 of this Tariff.

5. Limit of Credit for Toll Service - Each customer shall be informed of any limit on the amount of credit for monthly message toll service applicable to their account prior to the presentation of any special bills. The Company may change the limit of credit applicable to a particular account and the customer shall be advised in writing of such change.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

7. RULE NO. 7 - DEPOSITS AND ADVANCE PAYMENTS

- A. Advance Payments - A new applicant for service may be required to pay in advance of installation an advance payment for the applicable service connection, installation and programming fees for service ordered.

Existing customers who apply for additional service or changes in their existing service may be required to make advance payments as described above.

- B. Collection of Deposits - The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held as a guarantee of the payment of charges. In addition, an existing customer may be required to make a deposit or to increase a deposit presently held.

- C. The Company may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the Company. The Company may not require for its own benefit a deposit for services provided by another Company, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

- D. Failure to provide a social security number shall not be cause for requiring a deposit.

- E. Amounts of Deposits to Establish Credit -

1. For Residence Service the deposit amount will be equal to twice the estimated or typical monthly bill for recurring and usage charges for basic service. The Company may require an additional deposit for services it provides other than basic service. One exception to this rule is for California Lifeline Telephone Service customers, who are not required to submit any deposits if Toll Restriction is added to their line at no charge.
2. For Business Service the deposit will be an amount equal to 2 1/2 times the estimated average monthly bill. This amount to include an estimate of message toll usage.

- F. Amount of Deposit to Re-establish Credit for Service - An amount equal to twice the estimated or typical monthly bill for recurring and usage charges for basic service.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

7. RULE NO. 7 - DEPOSITS AND ADVANCE PAYMENTS (Continued)

G. Amount of Deposit - Temporary Service, Speculative Projects and Risk Services.

1. The amount of deposit required to establish or re-establish credit is an amount equal to the estimated billing for two months or the duration of the service if less than two months. This amount may be a cash deposit, a non-cancelable letter of credit, or a combination of these, at the option of the Company.
2. If, at any time after service is established, the deposit is less than an estimated future two months billing, or the duration of the service if less than two months, based on bill and unbilled charges, the customer shall pay upon demand, an additional deposit equal to the estimated billing increase. The additional deposit may be a cash deposit, a non-cancelable letter of credit, or a combination of these at the option of the Company. If the additional deposit is not paid within seven days, the service shall be temporarily disconnected without further notice.

H. Interest on Deposits -

1. The Company will compute simple interest on deposits at the 3-month Financial commercial rate published by the Federal Reserve Board on November 30th of the prior year deposits are held, except as specified in I.2.b. preceding. Such interest will be paid at the time the deposit is returned, or on an annual basis if the deposit is held longer than twelve consecutive months.
2. Interest will not be paid if deposit is held less than one full month.
3. In compliance with financial requirements adopted in D.95-12-056, customer deposits collected by the Company will be deposited in a protected, segregated interest-bearing escrow account subject to Commission oversight.

I. Return of Deposits - The Company will refund the deposit in accordance with the following:

1. Temporary Service, Speculative Projects and Risk Services - Deposits may be retained for the duration of the service. When service is permanently discontinued, the deposit will be applied to unpaid bills for any temporary service of the customer and the balance, if any, will be refunded.
 - a. This deposit, less the amount of unpaid bills for service furnished by Frontier Communications of America, Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

7. RULE NO. 7 - DEPOSITS AND ADVANCE PAYMENTS (Continued)

- I. Return of Deposits - The Company will refund the deposit in accordance with the following:
(Continued)
 2. Other Service
 - a. When an application for telephone service has been canceled prior to the establishment of service, the deposit will be applied to any charges applicable in accordance with the tariff schedules and the excess portion of the deposit will be returned, and the applicant will be so advised.
 - b. When the customer's credit may be otherwise established in accordance with Rule 6 of this Tariff, and upon the customer's request for return of the deposit with interest.
 - c. Within 30 days of discontinuance of telephone service, the Company will refund, with interest, the customer's deposit or the balance in excess of unpaid bills for that service, and the customer will be so advised. Companies shall refund deposits associated with other services not later than 120 days after service is discontinued.
 - d. After the customer has paid bills for telephone service for twelve consecutive months without having had this service temporarily or permanently discontinued for nonpayment of bills, or has received a minimum of 2 notices in a 12-month period, the Company will refund the deposit with interest.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

8. RULE NO. 8 - PRIORITY OF ESTABLISHMENT AND SUPERSEDURE OF SERVICE

- A. Priority of Service Application - Application for service will be completed in accordance with the customer request and available facilities in so far as practicable except in the case of applications for service where serious sickness, public safety, public necessity, or war conditions are involved which will be given priority over all other applications.
- B. Supersedure - A supersedure is the transfer of a business customer's complete service, including the telephone number, from one party to another with no change in class, type or grade of service and including the responsibility for payment of outstanding charges against the service. A supersedure may occur whenever one party relinquishes the telephone number and established service to another party.
1. Incoming customer responsibility:
 - a. The incoming customer must qualify for service according to Rules 3, 6 and 7 of this Tariff.
 - b. The incoming customer must assume responsibility for outstanding indebtedness in connection with the service, including any previous balance or toll charges. If an agreement for telephone directory advertising is in place in connection with the above-mentioned service, responsibility for payment of that agreement is also assumed.
 2. The outgoing customer must relinquish any interest in and use of the telephone number.
 3. Mutual responsibility:
 - a. Both incoming and outgoing customers must sign the request for Supersedure Form. (As shown in Standard Forms.)
 - b. Both incoming and outgoing customers agree to hold the Company free and harmless of and from any loss, damage and/or liability, which may result from such supersedure.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

9. RULE NO. 9 - NOTICES

Any notice the Company may give to a customer supplied with service by the Company shall be in writing in accordance with regularly filed tariffs. Written notice will be postage prepaid, addressed to the customer at the billing address for telephone service.

Notice from a customer to the Company may be given orally or written, by the customer, or authorized representative, to any authorized representative of the Company in accordance with regularly filed tariffs.

Notices required in these Rules shall be in writing by one or a combination of bill inserts, notices printed on bills, or separate notices sent by first class mail. In each case, an electronic notice may be substituted where the customer has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail; and electronic notice is complete upon successful transmission (as defined in Cal. Civil Code § 1633.15(b)). Every notice in whatever form shall be legible and printed in the equivalent of 10-point or larger type.

A. The customer of service is responsible for the payment of all exchange, toll and other charges applicable to service made in accordance with the Company's schedules of Rates and Rules and Regulations.

B. Issuance of Bills:

1. Local Exchange Service - Bills for local exchange service for the period specified in the rate schedule may be issued advance and are payable in advance.
2. Toll Service in Conjunction with Local Exchange Service - Bills for toll service will be issued in arrears and in general, will be presented with the monthly bills for exchange service; however, where it appears necessary or advisable, toll bills may be issued at more frequent intervals.
3. Toll Service in Conjunction with Paystation Service - Bills for toll service will be issued in arrears and will be presented with the monthly bills for exchange service.
4. Effective July 31, 2005, bills must be based on the rates in effect at the time the service was used. Any delays or lags in billing must not result in a higher total charge (other than for taxes, and surcharges and fees that are based on a percentage of the bill) than if the usage had been posted to the account in the same billing cycle in which the service was used.

Decision No. D.07-09-018

Jack D. Phillips, Director
Government & External Affairs

Effective Date: 01/15/10
Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

9. RULE NO. 9 – NOTICES (Continued)

C. Service Connection Charges

Bills for service connection charges will be issued in arrears, billed in the next billing period and may be billed in three equal installments.

D. Billing Period

Bills for exchange and toll service will be issued as nearly practicable at regular intervals. Except as otherwise stated, the regular billing period will be one month, based on a 30 day month.

Decision No. D.07-09-018

Jack D. Phillips, Director
Government & External Affairs

Effective Date: 01/15/10
Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

10. RULE NO.10 – ISSUANCE AND PAYMENT OF BILLS

A. Payment of Bills

Payment of bills for telephone service shall be mailed or made at the Company designated office(s) or to a duly authorized collector or payment agency of the Company. Regular business hours at the Company's payment processing centers, which receives mailed payments, are Monday through Friday, 8:00 a.m. to 6:00 p.m. The Company shall credit payments effective the business day payments are received by the Company or its agent. All charges for exchange and toll service are payable only in legal U.S. currency. Deposits for the establishment or re-establishment of services are payable before service is installed or restored if the applicant is unable to demonstrate acceptable credit to the satisfaction of the Company. Service connection charges may be payable at the time application for the particular service is made.

Where a customer is offered and agrees to an alternative payment plan, the Company must provide confirmation of the terms in writing if the customer so requests.

1. Bills are due when issued and become delinquent if not paid within 22 days of the "Due by Date" on the front of the bill.
2. If a bill is not paid, the Company will send a notice indicating past due status and allowing 7 days notice prior to disconnecting service.
3. If the outstanding bill has not been paid by the termination date shown, the customer will be temporarily disconnected the following day.
4. If a customer has been temporarily disconnected for non-payment, all charges, including the outstanding bill amount and any applicable deposit, must be paid in full prior to re-establishment of service. Reconnection charges may be billed.
5. On the tenth calendar day after a customer has been temporarily disconnected for non-payment, and full payment has not been received, the service will be permanently disconnected.
6. Final bills, special bills, bills issued upon vacating premises, or bills issued to persons discontinuing exchange service, are payable upon presentation.
7. A late payment charge of 1.5 percent applies to each customer's bill when a previous month's bill has not been paid in full, leaving an unpaid amount carried forward and is included in the total amount due on the current bill.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

10. RULE NO.10 - ISSUANCE AND PAYMENT OF BILLS (Continued)

B. Adjustment of Bills

1. First and final bills which bill for more or less than a 30 day period will be prorated for the actual number of days of service based on a 30 day month.
2. When the period for which service is taken is less than one month, except for non-recurring charges, the minimum charge will be equal a 30-day month.
3. Services which are temporarily disconnected will be subject to the regular monthly rate until service is restored, not to exceed 10 calendar days (as shown in A.5. under Payment of Bills).
4. When payment of a bill is made by check, and the check is returned unpaid for any reason, a charge of \$ 10.00, will apply for each returned check. This charge will apply on a per check returned basis only, regardless of the number of accounts to which payments were applied.

C. Back Billing -

1. Exchange Service Billing - A bill shall not include any previously unbilled charge for exchange service furnished prior to three months immediately preceding the date of the bill.
2. Intrastate Message Toll Billing - The correctness of intrastate message toll billing shall be determined separately for each toll message. Each overcharged message shall be credited to a customer's bill.
 - a. A bill shall not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill.
 - b. This limitation on backbilling does not apply in cases involving customer fraud.
 - c. A bill may include charges for collect credit card and third number calls placed within a period of five months preceding the date of the bill.
 - d. Calls which cannot be billed initially due to incomplete billing can be rebilled within a period of five months.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

11. RULE NO. 11 - DISPUTED BILLS

When a customer and the Company fail to agree on a bill for telephone service and the disputed amount is not paid by the "Due By Date" shown on the bill, the Company shall investigate the charge(s) the customer has informed the Company are in question, and shall reach a determination and communicate it to the customer within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the customer prevails, then no late charge or penalty may be imposed on the amount in dispute.

The Company may not disconnect service to a customer before seven calendar days after the date the Company notifies the customer in writing of the results of its investigation. In no event shall the Company disconnect service prior to the due date shown on the bill. The Company will notify the customer in writing:

- A. That in lieu of paying the disputed amount he may deposit with the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102 the amount claimed by the Company to be due.
- B. That checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission.
- C. That upon receipt of the deposit the Commission will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
- D. That service will not be discontinued for nonpayment of the disputed amount when deposit has been made with the Commission pending the outcome of the Commission's review. During the time any carrier access billing review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.
- E. That failure of the customer to make such deposit within 15 days after the date upon which notice was given will warrant discontinuance of his service without further notice.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

11. RULE NO. 11 - DISPUTED BILLS (Continued)

F. That, if before completion of the Commission's review, additional bills become due which the customer wishes to dispute, he shall also deposit with the Commission the additional amounts claimed by the Company to be due for such additional bills before they become past due and that failure to do so will warrant discontinuance of his service in accordance with Rule No. 12 of this tariff.

G. OVERCHARGE PENALTY

1. If the customer disputes the bill on or before the bill date and pays only the undisputed amount on or before the bill date, and
 - a). The billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment charge; or
 - b). If the billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount.
2. If the customer pays the disputed amount to the California Public Utilities Commission (CPUC) on or before the bill date and the dispute is resolved in favor of the customer, the late payment fee will not be applied to the disputed amount.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

12. RULE NO. 12 - DISCONNECTION AND RESTORATION OF SERVICE

Customer's Request for Service Disconnection - A customer may have telephone service disconnected by giving notice to the Company. The Company will hold the customer responsible for payment of all bills for service furnished until the date specified by the customer.

The Company will hold a customer about to vacate premises responsible for all service issued up to and including the date service is to be disconnected, or the date the Company discovered the removal.

A. Non-payment of Bills - All Classes, Types and Grades of Exchange and Toll Service, and all Private Line and Private Line like-services.

1. Bills shall be considered past due (delinquent) and service may be temporarily or permanently disconnected for the nonpayment of said bill for the service furnished, provided:

a. The bill has not been paid within the period specified below:

(1) By the "Due-By-Date" shown on the bill or,

(2) If not shown, twenty-two (22) calendar days after date of presentation of monthly bills, special bills, and all other bills, and

b. The Company gave notice in accordance with Rules 11 and 12 of this tariff, of such delinquency and impending termination at least seven (7) calendar days prior to the proposed termination by first class mail addressed to the customer of record.

2. Further, the Company will not disconnect service on any Saturday, Sunday or legal holiday observed by the Company, or on any day the Company's service representatives are not available to serve customers.

3. If the customer pays only a portion of the bill, the amount will be applied first to the Basic Service arrears, second to the Basic Service current, third to all other arrears amounts, and fourth to any other current amounts. Basic Service is defined in CPUC Decision D96-10-066, Appendix B, page 5, as residential and single-line business, Flat Rate and/or Measured Rate.

B. Application of Unused Portion of Prepayments or Deposits for Telephone Service

Telephone service will be temporarily or permanently disconnected and the amount of the charges therefore will be charged against the deposits on hand, any amount of unused deposit will be returned to the customer but in no case in less than the above prescribed number of days after the first day of presentation of that bill.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

12. RULE NO. 12 - DISCONNECTION AND RESTORATION OF SERVICE (Continued)

C. Former or Concurrent Service

A customer's telephone service may be temporarily or permanently disconnected for nonpayment of a bill for the same class of service (business) previously or concurrently furnished at a location served by the Company, provided said bill is not paid within twenty-two (22) days after the date of presentation at the location of the new or existing service. The written seven (7) day notice required above is applicable prior to disconnection of a customer's telephone service.

D. Joint-User Service

The Company may refuse to establish joint-user service or it may disconnect an existing joint-user service where the joint-user or person or concern desiring joint-user service is indebted to the Company for business telephone service previously furnished.

E. Under no circumstances may service be disconnected for nonpayment of a bill to correct for previously billed incorrect charges, unless such incorrect charges have resulted from the customer not abiding by the filed rules.

F. Reserved for Future Use

G. Provision of Essential Services During Periods when Service is Suspended or Disconnected.

If a customer's service is suspended or disconnected, the Company will provide access to 411, 611, 811, and 911 services. This is commonly known as a "warm line." Suspension will continue for a maximum of 30 days, after which the customer will be disconnected or reactivated. Monthly charges will continue to be billed, a Suspend charge will also be billed, along with appropriate reconnection/reactivation charges.

H. Unsafe or Prohibited Facilities, Appliances or Apparatus - The Company may refuse to furnish service on the premises of an applicant for telephone service and may disconnect a customer's telephone service on a premises if any of the facilities, appliances, or apparatus on such premises are found to be unsafe and may refuse to furnish telephone service on such premises until the applicant or customer shall have remedied the unsafe condition.

I. Service Detrimental to Other Customers - The Company will not establish service, which will be detrimental to the service of its other customers, and will disconnect telephone service to any customer utilizing the telephone service in such a manner as to make it dangerous for occupants of the premises after having been directed by the Company to cease so doing.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

12. RULE NO. 12 - DISCONNECTION AND RESTORATION OF SERVICE (Continued)

- J. Fraud - The Company shall have the right to refuse or to disconnect telephone service if the acts of the customer or the conditions upon his premises are such as to indicate intention to defraud the Company. The notice and disconnection requirements adopted by the Commission and, defined in the Company's tariff do not apply where the customer's acts or omissions demonstrate an intention to defraud the Company or threaten the integrity or security of the Company's operations or facilities.
- K. Failure to Establish or to Re-establish Credit or Pay a Required Deposit
1. If, for any applicant's convenience, the Company provides telephone service before credit is established, or continues service to a customer pending re-establishment of credit in accordance with Rule No. 6 and he fails, upon written notice, to establish his credit, the Company may disconnect service but not sooner than seven (7) days after giving notice.
 2. The Company may refuse to furnish service on the premises of an applicant for telephone service and may disconnect a customer's telephone service for failure of the applicant/customer to pay the required deposit as set forth in Rule 7 of this tariff, but not sooner than fifteen (15) days after giving written notification within 10 days.
- L. Non-Compliance with the Company's Rules - The Company may disconnect service if a customer fails to comply with any of the rules herein, provided such failure is not remedied within a reasonable time, after due written notice has been given, except as otherwise provided in the rules.

Except as provided by these rules, the Company will not temporarily or permanently disconnect telephone service to any customer for violation of any rule except upon written notice of at least seven (7) days advising the customer in what particular such rule has been violated for which telephone service will be disconnected if the violation is not remedied. Such notice shall also advise the customer of the provision of Rule 11, Disputed Bills, and shall advise the customers that they can invoke these provisions if unable to resolve the dispute with the Company. This notice may be waived in case of an emergency or in the event of the discovery of a dangerous condition on the customer's premises or in the case of the customer's utilizing the telephone service in such a manner as to make it dangerous for occupants of the premises, thus issuing the immediate disconnection of service to the premises imperative.

- M. Revocation of Permission to use Property - If the Company's service facilities to the customer are installed on property other than the customer's property and the owner of such property revokes his permission to use it, the Company shall have the right to disconnect service upon ten (10) days written notice, without obligation or liability to the customer. If service is disconnected under these conditions, the customer may have service re-established under the provisions of Rule 3, Application for Service.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

12. RULE NO. 12 - DISCONNECTION AND RESTORATION OF SERVICE (Continued)

- N. Service not to be Immediately Used - The Company may refuse the installation of service that is not to be used within a reasonable period after installation.
- O. Abusive Language by Customers - The Company may disconnect the telephone service of any customer who uses vile, abusive or profane language, or impersonates any other individual with fraudulent intent, over any line connected to the Company's system, after the customer has been advised of the fact.
- P. Directory Advertising Charges - A customer's telephone service will not be temporarily or permanently disconnected for failure of that customer to pay charges for advertising in the telephone directory.
- Q. Impairment of Service - If a customer uses his service or equipment in connection with a plan which causes an unusually large volume of calls to be made to such customer at or about the same time with the result that the service to others is interfered with, the Company will notify in writing said customer of the problem and the customer shall then take action to modify such plan so that the problem will be eliminated, or the customer may subscribe to such additional service and equipment as necessary to handle the unusual volume of calls. Such notice shall indicate the customer's right to submit the matter to the CPUC for review. Should the customer not take remedial action within five (5) days, and a second impaired service condition arises, the Company may disconnect the service without further notice.
- The Company has the right to refuse telephone service to any premises and at any time to disconnect telephone service, if it finds it necessary to do so to protect itself against abuse. Abuse of service includes, without limiting the generality of the foregoing, the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or an exchange service charge.
- R. Returned Check Charge - If a check received for a deposit as set forth in Rule 10 of this Tariff, is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge are paid or, if already connected, will be disconnected until the amount of the check, the Reconnection Charge and the Returned Check Charge is paid.
- S. Temporary Disconnect - Restoration or Reconnection Charge - The Company may collect a reconnection charge when restoring service, which has been temporarily disconnected.
- T. Permanent Disconnect - Service connection charges as set forth in this Tariff for establishing initial service apply when restoring service, which has been permanently disconnected in accordance with the provision of this rule.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

12. RULE NO. 12 - DISCONNECTION AND RESTORATION OF SERVICE (Continued)

- U. Emergency 911 Service - The Company shall, to the extent permitted by existing technology or facilities, provide every residential telephone connection, with access to 911 emergency service regardless of whether an account has been established. The Company shall not terminate such access to 911 emergency service for non-payment of any delinquent account or indebtedness owed to the Company.
- V. Disputed Bills - In the case of a billing dispute between a customer and the Company, the Company shall investigate the charge(s) the customer has informed the Company are in question, and shall reach a determination and communicate it to the customer within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the customer prevails, then no late charge or penalty may be imposed on the amount in dispute.

The Company may not disconnect service to a customer before seven calendar days after the date the Company notifies the customer in writing of the results of its investigation. In no event shall the Company disconnect service prior to the due date shown on the bill.

In case of a dispute between the customer and the Company as to the correct amount of a bill issued by the Company for service furnished to the customer, which cannot be adjusted with mutual satisfaction, the customer may deposit with the "California Public Utilities Commission"(CPUC) Consumer Affairs Branch at its office at 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, the disputed amount claimed by the Company to be due. The CPUC e-mail address is: consumer-affairs@cpuc.ca.gov, the phone number is 1-800-649-7570, and the TDD is 1-800-229-6846. Deposit checks, money orders, etc., must be made payable to the "Public Utilities Commission, State of California". Upon receipt of said deposit, the Commission will investigate the complaint and communicate its findings to the parties.

Failure on the part of the customer to make such deposit with the CPUC with fifteen days after notice by the Company that such deposit must be made or service may be disconnected, shall warrant the Company in disconnecting the service without further notice.

If the customer complaint concerns interstate or international calling, the customer can write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

Note: The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California Public Utilities Commission consumer protection rules are available online, at www.cpuc.ca.gov.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

13. RULE NO. 13 - RATES AND OPTIONAL RATES

The rates to be charged by and paid to the Company for telephone service will be the rates legally in effect and on file with the California Public Utilities Commission. Schedules of rates for exchange service in effect in a particular territory will be kept at all times at a point within that territory where they will be available for public inspection during regular business office hours. A notice, indicating the point at which such schedules are available, will be posted in a conspicuous place in each of the Company's offices where patrons receive attention.

Where there are two or more rate schedules applicable to any class of service, the Company, or its authorized employees, will call applicant's attention at the time application is made, to the several schedules, and the customer may designate which rate or schedule he desires.

In the event of the adoption by the Company of new or optional schedules of rates, the Company will advise those of its customers, who may be affected, that such new or optional rates are effective. The Company shall notify all affected customers at least 25 days in advance of every proposed change in its customers' tariffed service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. The customer notice shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed", and shall describe the current and proposed rates, terms or conditions, as appropriate. Where required by D.02 01-038 (or General Order 96-B, when issued), the notice must also describe the reason for the proposed change to a rate or charge and state the impact of the change in dollar and percentage terms.

In the event a customer desires service under a schedule other than that applicable to his present service, the rates for the new service will be applied on the effective date of the change.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

14. RULE NO. 14 - TEMPORARY SERVICE

- A. The Company will, if no undue service impairment to its existing customers will result there from, furnish temporary service, seasonal, intermittent or service to speculative projects under the following conditions:
1. The applicant shall pay, in advance or otherwise as required by the Company, the estimated cost installed plus the estimated cost of removal, less the estimated salvage of the facilities necessary for furnishing service.
 2. The applicant shall establish credit as required by Rule 6 of this Tariff, except that the amount of deposit shall not exceed the estimated bill for the duration of service.
- B. Change to Permanent status
1. If temporary, seasonal, or intermittent telephone service is provided to a customer on a continuous, basis for a period of 36 consecutive months from the date telephone service was first provided under this rule the service shall be classified as permanent and the payment made in excess of that required for permanent service or under the line extension schedule for permanent service shall be refunded.
 2. If at any time the character of a customer's operations changes so that in the Company opinion of the customer's service may be classified as permanent, the amount of payment made in excess of that required for permanent service shall be refunded to the customer immediately.
- C. Refunds
1. The amount of refund upon reclassification of a customer's service from temporary to permanent will be made on the basis of the line extension schedule in effect at the time temporary service was first issued to the customer, or the present line extension schedule whichever is less restrictive to the customer.
 2. Total refunds shall not exceed the amount deposited and no interest shall be paid on the amount advanced, except for the amount of deposit made in accordance with Rule 7 of this Tariff, to establish credit.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

15. RULE NO. 15 - INTERRUPTIONS OR SERVICE OUTAGES

A. Interruption of Service

The Company will credit a customer's account any time when telephone lines are out of service, not due to misconduct by the customer, when such period extends beyond a minimum 24-hour period, beginning from the time the out of service condition is reported or detected. Refer to Rule 29 of this Tariff for calculation of the appropriate amount.

B. Temporary Suspension for Repairs

1. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give customers who may be affected as reasonable notice as circumstances will permit, complete the work as quickly as possible, and if practicable, at times that will cause the least inconvenience.

2. When the Company is repairing or changing its facilities, it shall take appropriate precautions in order to avoid unnecessary interruption of conversations or customer's service.

C. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

16. RULE NO. 16 - OWNERSHIP AND USE OF TERMINAL EQUIPMENT ON CUSTOMER'S PREMISES

- A. The Company will furnish and maintain facilities necessary to provide access from the central office switching point up to and including termination on the customer's premises at the local loop demarcation point (LLDP).
- B. The customer may furnish terminal equipment for connection to the Company owned facilities provided proper notification has been provided to the Company. If unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, or to suspend the service during the continuance of said attachment or connection, or to terminate the service.
- C. The responsibility for the maintenance of customer-provided terminal equipment is strictly that of the customer. Should trouble arise and the problem be determined as originating in the equipment provided by the customer, service calls to the customer premises shall be billed to the customer in accordance with the Company's applicable tariffs.
- D. The customer shall be responsible for installation, changes, re-termination, rearrangement, activation, move or removal and maintenance of any inside wiring and associated jack(s) on the customer's side of the LLDP.
- E. Non-Company installers are not permitted to install demarcation devices without an agreement with the Company, in accordance with Cal. P.U.C. Decision 90-06-069, dated June 20, 1990.
- F. Network Terminating Wire (NTW) will be furnished, installed, and maintained by the Company. The Company will connect its facilities at the LLDP to Inside Wire or Intrabuilding Network Cable furnished and installed by others.
- G. The Company will determine the type of NTW and the location of protective apparatus and other associated equipment at the LLDP within a building. The Company will determine the method of installation of the NTW.
- H. The applicant/customer shall provide or arrange for the preceding items where determined necessary by the Company for the installation, maintenance and removal of NTW. These items shall be without cost to the Company and in accordance with the Company's standards and applicable laws, ordinances, rules and regulations of public authorities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

16. RULE NO. 16 - OWNERSHIP AND USE OF TERMINAL EQUIPMENT ON CUSTOMER'S PREMISES (Continued)

- I. The provisions above, shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company in the service for which they are furnished under the tariffs, provided any such device so used would not endanger the safety or the Company employees, or the public; damage, require a change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telephone system or otherwise injure the public in its use of the Telephone the Company's services.
- J. Except as otherwise provided in the tariffs, nothing herein shall be construed to permit the use of a recording device, or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

17. RULE NO. 17 - LINE EXTENSIONS, SERVICE CONNECTIONS AND FACILITIES ON PREMISES OF CUSTOMER

A. General

1. Frontier Communications of America, Inc. resells services, equipment and facilities purchased from other carriers. The Company is responsible for the provision of these facilities for the use of its customers. The Company will coordinate any requests for additional facilities and connections with the underlying facilities-based LEC, from which the Company obtains its services and products.
2. Where an applicant requests a route or type of construction, which is feasible but differs from that determined by the Company, and the Company concurs, he will be required to pay the estimated additional cost involved.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

18. RULE NO. 18 - TELEPHONE DIRECTORIES, LISTINGS AND NUMBERS

1. The Company will provide each of its customers with a local telephone directory without charge.
2. Each customer will receive one listing in the white pages of the customer's local telephone directory. Additional listings can be provided for an additional charge.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

19. RULE NO. 19 - CUSTOMERS' PRIVATE SERVICE NOT FOR PUBLIC USE

- A. Telephone service, other than "Public", Semi-Public" and "PAL" service, is furnished for the use of the customer, his family and persons residing in his home, or his employees or representatives, except as service may be extended to "Joint Users".
- B. If it is found that the customer is permitting public use of service furnished him for his private use, the Company will thereafter provide "Public" or "Semi-Public" service, except where the customer consents to the facilities being so located as to be inaccessible to the public or permits no further public use after the matter has been called to his attention.
- C. If it is found that the customer is sharing the use of business service with an individual, other than an employee, member or officer of the customer's concern, or another concern not of record as a joint user, the Company will thereafter require the customer to take "Joint User" service except where the customer permits no further joint use of the service after the matter has been called to his attention or where the joint user vacates the customer's premises or becomes a customer to business service in the same exchange.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

20. RULE NO. 20 - ACCESS TO CUSTOMER'S PREMISES

The Company's authorized representatives may enter a customer's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of telephone service and the exercise of any and all rights secured to it by law or by these Rules and Regulations.

The Company shall prepare and issue to every employee who, in the course of his or her employment, has occasion to enter the premises of customers of the Company or applicants for service, an identification card in a distinctive format having a photograph of the employee. The Company shall require every employee to present the card upon requesting entry into any building or structure on the premises of an applicant or customer.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

21. RULE NO. 21 - CHANGE OF SERVICE PROVIDER AND ADMINISTRATION OF DEAF AND DISABLED EQUIPMENT PROGRAM

A. Solicitation of customer authorization for service termination and transfer.

Solicitations by LECs, CLCs, or their agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by LECs, CLCs, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by LECs, CLCs or their agents to customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation.

B. Unauthorized service termination and transfer (“slamming”)

A LEC or CLC will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to their own service. LECs and CLCs are responsible for the actions of their agents that solicit unauthorized service termination and transfer. A carrier who engages in such unauthorized activity shall restore the customer’s service to the original carrier without charge to the customer. All billings during the unauthorized service period shall be refunded to the applicant or customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The LEC or CLC responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

C. ADMINISTRATION OF DEAF AND DISABLED EQUIPMENT PROGRAM

Frontier Communications of America, Inc. will provide services for the administration of the Deaf and Disabled Equipment Distribution program through the following vendor:

Thompson Distributing Company
P. O. Box 1336
Grass Valley, California

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

22. RULE NO. 22 - BUSINESS SERVICE

The applicability of business rates is governed by the actual or obvious use made of the service. The use, which is to be made of the service, will be ascertained from the applicant at the time of application for service.

A. Application of Business Rates

Service is classified as business service and business rates apply where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature, or where the service or any part thereof is furnished at a business location. Where the telephone number is used in connection with business, professional, institutional or occupational advertising or other promotional media, business rates will apply, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

23. RULE NO. 23 - BASIS OF MILEAGE CHARGES

Mileage charges for off-premises extensions, PBX stations, or intercommunicating system stations are based on air-line mileage as set forth in AT&T California's Guidebook for the particular exchange involved.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

24. RULE NO. 24 - COMPENSATION TO THE COMPANY'S EMPLOYEES

All employees of the Company are strictly forbidden to demand or accept from an applicant or customer any personal compensation for service issued to applicant or customer in connection with his telephone service.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

25. RULE NO. 25 - DEMARCATION POINTS

A. General

The Company will provide and maintain facilities, equipment and services to its Local Loop Demarcation Point, including those located at that point.

The customer and/or property owner/landlord/agent is responsible for the completion of services beyond the Company's LLDP.

Services requested beyond the LLDP may be provided by the Company at the customer's expense. There are three different demarcation points: (1) Local Loop Demarcation Point; (2) Intrabuilding Network Cable Demarcation Point; (3) Inside Wire Demarcation Point.

B. Local Loop Demarcation Point (LLDP)

1. The LLDP separates the Company's responsibility for its network facilities, equipment, and services from that of the property owner or customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the Intrabuilding Network Cable (INC) if any, and/or inside wire.

Where a LLDP lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The LLDP may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the network facilities provided by the Company.
3. The LLDP is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in B.7. following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.
4. In the case of mobile home parks, the LLDP is one or more SNI's mounted on one or more poles, stubs or mobile home pedestals located within 18 inches of the mobile home structure. If the mobile home is located over 18 inches from the SNI, the inside wire or INC cable must be buried in flexible duct between the SNI and the structure.
5. The LLDP shall be accessible to the Company at all times (24 hours a day).
6. Only the Company authorized personnel are allowed to install or repair LLDP facilities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

25. RULE NO. 25 - DEMARCATION POINTS (continued)

B. Local Loop Demarcation Point (LLDP) (Continued)

7. Exceptions

- a. Non-Modular Disabled Services (TDD): The LLDP is at the Company provided terminal equipment, including the equipment if provided by the Company.
- b. If a property owner desires an additional Loop Demarcation Point(s) at a specified location on a customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as direct feed), the owner will be required to pay for the additional network cable and network facilities through special construction agreements. In particular, additional LLDPs cannot be used to extend any cable pairs served from any LLDP from one location to another location. (For example, from one building to another.)
- c. Fiber Optic Cable: The demarcation point is at the Company provided Fiber Optic Terminal (FOT) Equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the.
- d. Carrier Points of Presence ("POP"): Local loop demarcation point guidelines are not applicable for access services provisioned to common carriers including interexchange carriers, local exchange carriers and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission Regulations) Point of Presence Location. However, LLDP rules do apply to all the Company provided service(s) provisioned to Utilities including Interexchange Carriers acting in their capacity as an end-user of the service(s).

C. Intrabuilding Network Cable Demarcation Point (INCDP):

1. The INCDP separates the property owner's responsibility for providing Intrabuilding Network Cable (INC) from the end-user customer's responsibility for providing inside wire and standard jack(s). This demarcation point designates the end of the INC provided by the property owner and defines the beginning of simple or complex inside wire provided by the end-user customer.
2. In a multi-story building the INCDP will be located at the distribution terminal(s) on each floor except as set forth in C.3. following and B.7. preceding.
3. Where there is no INC the demarcation point is the Company's LLDP.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

25. RULE NO. 25 - DEMARCATION POINTS (continued)

D. Inside Wire Demarcation Point (IWDP):

1. The IWDP is located at the point where customer premises equipment (CPE) is connected to the inside wire. The IWDP designates the end of the inside wire and the beginning of the CPE facilities.
2. The IWDP separates the responsibility of the inside wire vendor from the responsibility of the CPE vendor. Where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, the demarcation point begins where the customer's inside wire connects the INC. If there is no INC the inside wire begins at the LLDP. In either case, where the Company is the vendor of choice, the Company's responsibility ends where the inside wire connects to the CPE facilities.

E. Demarcation Points on Continuous Property:

1. Demarcation Points on Existing Continuous Property (As of August 8, 1993)
 - a. For existing continuous property the Company will designate the main distribution terminal, which is the LLDP for each local loop serving the property for purposes of the unbundling of INC in each building. Where there is not a main distribution terminal on existing continuous property, the current serving arrangements will not change unless and until such time as a rearrangement or reinforcement of serving arrangement and/or additional plant is required after August 8, 1998. At that time the Company will treat such property as new continuous property as described in Rule No. 1.
 - b. If a continuous property owner desires additional LLDPs or changes in existing LLDP, the owner will be required to pay for the additional network cable and network facilities required to install the additional LLDP through special construction agreements. Additional LLDPs cannot be used to extend any cable pairs serving from any LLDP from one location to another location. (i.e., from one building to another building).
 - c. The Company will have until August 8, 1998 to designate the primary INCDPs in at least the majority (51%) of the buildings and properties in existence on August 8, 1993. In the interim, the Company will assist building owners, at no charge, to designate the primary demarcation point. The Company will designate the primary demarcation point for new buildings and properties upon completion of construction.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

25. RULE NO. 25 - DEMARCATION POINTS (continued)

E. Demarcation Points on Continuous Property: (Continued)

1. Demarcation Points on Existing Continuous Property (As of August 8, 1993) (Continued)

- d. INC within buildings (riser and lateral) in place prior to August 8, 1993, will be wholly owned by the continuous property owner after that date. All maintenance will be the responsibility of the continuous property owner.

Where the Company does not retain ownership of the INC infrastructure located on the customer's side of the LLDP, the property owner assumes all responsibility as of demarcation implementation (August 8, 1993).

2. Demarcation Points on New Continuous Property (As of August 8, 1993)

- a. For new continuous property, regardless of use, the Company's LLDP will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the LLDP location.
- b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the customers request and expense, provide INC.

3. Additional LLDPs

- a. Where an owner of continuous property requests additional LLDPs or changes an existing LLDP, the owner will be required to pay for any additional network cable and facilities required through special construction agreements except as provided in B.7. preceding.
- b. Additional LLDPs cannot be used to extend any cable pairs served from a LLDP at one location to any other location (from one building to another) on continuous property.

4. Termination Facilities

The building owner must provide adequate termination of facilities in accordance with INC regulations and standards detailed in AT&T California's Network and Exchange Services tariff Schedule Cal. P.U.C. No. A2, which the Company incorporates into this Tariff by reference.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

25. RULE NO. 25 - DEMARCATION POINTS (continued)

E. Demarcation Points on Continuous Property: (Continued)

5. Waiver of single LLDP

At the request of a property owner, the Company will waive the designation of a single LLDP for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include: (a) national, state and local parks, beaches, highways, harbors and similar publicly owned property and (b) railroad right-of-way and extensive privately owned tracts of land with developed communities and similar privately owned property. The Company will treat land within the boundaries of private property under (b) above that has the characteristics of Continuous Property, e.g. (a) it is wholly leased by a single individual or entity and (b) it contains multiple buildings, as Continuous Property in accordance with all of the Continuous Property provisions in the tariff.

This waiver is not intended in any way to waive the unbundling of INC and NTW in each building.

F. Serving Arrangements for Property Under Development:

The Company will determine serving arrangements for properties under development according to the intended use of the property immediately following completion of construction. Under this condition, parcelized continuous property may be served as if the parcels were individually owned properties. Where the immediate intended use of parcelized continuous property is not clear, the Company may provision each parcel under special construction arrangements. If, within three years after the special construction billing date, the subdivided properties have been sold or held under separate ownership, the Company will reimburse any special construction charges previously paid in connection with such properties. If the subdivided properties have not been sold or held under separate ownership within such three-year period. The Company will not reimburse any special construction charges previously paid in connection with such properties.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

26. RULE NO. 26 - LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE

California Public Utilities Commission's Decision No. 91188 in Case No 4930, requires that each communications the Company, operating under the jurisdiction of the Commission, include the provision of the rule set forth in Appendix "B" of that decision as part of the rules in the Company's tariff schedule. Accordingly, Appendix "B" of Decision No. 91188, Case No 4930, is quoted herein:

"APPENDIX B"

1. Any communications the Company operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
 2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications the Company because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
 3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection and if there is not presented to the communications the Company the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the customer the communications the Company shall promptly restore such service.
 4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
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COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

26. RULE NO. 26 - LEGAL REQUIREMENTS FOR REFUSAL OR DISCONTINUANCE OF SERVICE (Continued)

5. The Company, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or customer in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or customer may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of 15 days after refusal or disconnection of service in accordance with paragraph 1 of this rule, the Company, upon written request of the applicant or customer, shall provide or restore such service unless the law enforcement agency concerned shall have notified the Company in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or customer. Nothing in this paragraph shall be construed to preclude the granting interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of service.
8. The term "person" as used herein, includes a customer of communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
9. The term "communications the Company," as used herein, includes a "telephone corporation" and a "telegraph corporation, as defined in Division 1 of the California Public Utilities Code.

For the information of our customers, the addresses of the Commission's offices are as follows:

For Northern California

505 Van Ness Avenue
San Francisco, CA 94102

For Southern California

State Building
320 W. 4th St., #500
Los Angeles, CA 90012

Frontier Communications of America, Inc.
P.O. Box 340 Elk Grove, CA 95759
U-5429-C

Schedule CAL. P.U.C. No. 2
Section R1
Original Sheet 60
Cancels Sheet 60

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

27. RULE NO. 27 - RESERVED FOR FUTURE USE

Advice Letter No. 113A
Decision No. D.07-09-018

Issued By
Jack D. Phillips, Director
Government & External Affairs

Date Filed: 12/23/09
Effective Date: 01/15/10
Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

28. RULE NO. 28 - TEMPORARY, SEASONAL, INTERMITTENT OR SPECULATIVE PROJECTS

The Company will furnish temporary, seasonal or intermittent service or service to speculative projects under the following conditions:

- A. The provisions of this rule are intended to afford protection to the Company against loss of revenue from business service accounts of either a temporary or an unusually financially hazardous nature and to compensate the Company for the abnormal costs it may incur in connection with the furnishing of such services.
- B. Each applicant for such service may be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing such service by the Company. Any such services not listed in this Tariff shall be provided to the customer on an ICB basis.
- C. Each applicant for service may be required to deposit with the Company before service will be furnished, a sum of money equal to the estimated periodic bill for such service.
- D. Nothing in this rule shall be construed as limiting or in any way affecting the right of the Company to collect from the customer any other or additional sum of money, which may become due or payable to the Company from the customer by reason of the service furnished or to be furnished hereunder.

Seasonal or Intermittent - Annually vacant for 3 or more consecutive months.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY

A. Limitations

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Utility will not provide a credit allowance for interruptions of service caused by the customer's facilities, equipment or systems.
4. Except as provided in A3. for this rule, the liability of the Utility for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Utility up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

5. Services Other Than Directory

The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Utility.

- a. The Utility shall allow, for interruptions in service of 24 hours or more not due to conduct of the customer, an amount equal to the pro rata charges for each 24-hour period, or major fraction thereof after the initial period or interruption in the following services:

(1) Mobile telephone service.

(2) Private line services and channels, as follows:

Private line telephone service ¹

Channels for data Transmission ¹

Channels for remote metering, supervisory control and miscellaneous signaling purposes ¹

Continuous time announcement service ¹

Channels for one-way speech networks in connection with loudspeakers ²

Channels for one-way program transmission networks in connection with loudspeakers ²

Channels for toll service station lines

Bells and lights system attack warning service.

(3) Wide Area Telecommunications Service (refer to Citizens Telecommunications Company of California Inc., Local Exchange Tariff Schedule R1, Rule31)

Note 1: The allowance applies only to service within the same exchange area.

Note 2: The allowance applies only to station equipment and/or channel facilities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

5. Services Other Than Directory (Continued)

- b. The Utility shall allow, for interruptions in exchange telephone service of 24 hours or more not due to conduct of the customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.
- c. The Utility shall allow for interruptions in exchange telephone service of 30 minutes or more not due to conduct of the customer (including authorized users) an amount equal to the pro rata charges in half-hour multiples for each 30-minute period or major fraction thereof after the initial period, of interruption in the following private line services and channels:
 - (1) Private Line telephone service.
 - (2) Channels for data transmission.
 - (3) Channels for remote metering, supervisory control and miscellaneous signaling purposes.
 - (4) Continuous time Announcement Service.
 - (5) Channels for the remote operation of private mobile radio-telephone systems.
 - (6) Channels for one-way speech networks in connection with loudspeakers.
 - (7) Channels for one-way program transmission networks in connection with loudspeakers.
 - (8) Special assembly services and channels for miscellaneous experimental purposes.

The allowance on (1) preceding applies only to full period service. The allowance on (1) through (5) preceding applies only to service between separate exchange areas. The allowance on (7) and (8) preceding applies only to interexchange and interdistrict channels.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

5. Services Other Than Directory (Continued)

d. The Utility shall allow for interruptions of 30 seconds or more not due to conduct of the customer or failure of facilities provided by the customer an amount equal to the pro rata charges in five-minute multiples for each five-minute period or major fraction thereof of interruption in the following private line services and channels.

(1) Channels for program transmission in connection with loudspeakers, sound reproductions or sound recording.

(2) Channels for video transmission in connection with television viewers.

e. The Utility shall allow for interruptions of short period private line telephone service which aggregate one-sixth or more of the daily contract service not due to conduct of the customer (including authorized users) an amount equal to the pro rata charges for the period of interruption (excluding lost time made up later in the same day at the customer's request).

f. The Utility shall allow for interruptions of two consecutive hours or more not due to conduct of the customer or failure of facilities provided by the customer an amount equal to 1/720 of the fixed monthly charge for each hour or major fraction thereof of interruption on private line channels for television transmission for use in educational television systems.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

5. Services Other Than Directory (Continued)

- g. The Utility shall allow an amount calculated as shown in (2) below, for interruptions in Dataphone Digital Service based on the Average Station Value, as defined in (1) below, and the length of the interruption, not due to conduct for the customer or authorized user or failure of facilities provided by the customer or authorized user or due to the failure of the customer to authorize replacement of any element of special construction.

The period during which no credit allowance will be made shall begin on the seventh day after the customer receives the Utility's notification of the need for such replacement and shall end on the day after the Utility receives the customer's authorization for such replacement.

(1) Average Station Value

The average station value is calculated by dividing the total monthly charge for a service by the total number of stations on the service. The total monthly charge shall be comprised of all charges associated with the service, including charges for all equipment assigned to all Digital Station Terminals on the service.

(2) Credit Allowances for Interruptions

For the purpose of determining the amount of allowance every month is considered to have 30 days and only those stations on the interrupted portions of a service shall be considered in determining the number for stations affected.

- An interruption credit allowance is determined by (i) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (ii) multiplying the result of (i) by the "credit" as specified following then (iii) multiplying the result of (ii) by the number of stations affected.
- Interruptions of 24 Hours or Less

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

5. Services Other Than Directory (Continued)

g.(2) Credit Allowances for Interruptions (Continued)

Length of Interruption	Credit
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

Interruptions over 24 hours

- Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

- h. For purposes of these regulations, an interruption is deemed to exist from the time it is reported to or detected by the Utility.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

6. Subject to Rule 29.A.3, the Utility shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

7. Temporary Suspension for Repairs

The Utility shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of services for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Utility is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or customer's service.

8. Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Utility shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Utility and connecting utilities.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

29. RULE NO. 29 - LIMITATION OF LIABILITY (Continued)

A. Limitations (Continued)

9. Loss Arising From Non-Delivery of Written Messages

The utility shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

10. Force Majeure

Frontier Communications of America, Inc. shall not be liable for any failure of performance due to causes beyond its control, including, without limitation to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.

11. Errors in Information Furnished by Directory Assistance Operators

Subject to provisions in A.3 of this Rule, the Utility shall allow a credit for errors in telephone numbers or other information furnished by the Company's Directory Assistance Operators in accordance with AT&T California's Guidebook, Part 12, which is incorporated by reference into this Tariff, an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "O" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the customer has exceeded their allowance and incurred a charge.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

30. RULE NO. 30 - MONITORING AND/OR RECORDING OF TELEPHONE CONVERSATIONS

A. The Company-Provided Facilities

All those Company facilities (sometimes referred to as monitoring or service observing and training equipment) which are designed to permit overhearing, surveillance and/or recording by a customer, or his employee or agent, of two-or-more-way telephone conversations over any part of the telephone network used by the general public, or generally available to the public, in California, shall be arranged with an automatic tone warning device which shall automatically produce a distinct tone warning signal, audible to all parties to a telephone conversation, repeated at regular intervals during the course of that conversation, whenever the equipment is in use to monitor, overhear and/or record such conversation.

B. Customer-Provided Facilities

1. Any customer in California who provides its own terminal equipment and which monitors or records conversations between its employees and its customers, and others engaging in conversation over the public telephone network, shall provide notice of the monitoring or recording.
2. The Company shall notify the customer when it has learned of monitoring or recording which does not use one of the authorized methods of providing notice. Unless the customer discontinues such use the Company shall discontinue service to the customer. Service will be restored after the customer complies with the rule and pays the reconnection charge.

C. Authorized methods of providing notice:

1. A tone-warning device, which produces a distinct signal audible to all parties to a telephone conversation.
2. By verbal announcement by the operator of the monitoring equipment connected to the communication circuit being monitored.
3. By a telephone instrument connected to the communication circuit being monitored and which acoustically, mechanically, electrically or otherwise has not been designed, modified, desensitized or located with the intent of eliminating notice or monitoring or interception, with the exception that minimization of transmission losses will be permitted.

D. In the event of a dispute between the Company and a customer as to whether the customer is in fact in violation of provisions of this rule, or if a customer desires special relief from those provisions by reason of special hardship or impossibility of compliance, the customer may file a formal complaint with the California Public Utilities Commission. During the period the complaint is pending before the Commission the Company shall not terminate service for noncompliance.

E. The Company shall not, by taking action pursuant to this rule, be liable for any loss, damage, or injury, established or alleged, which may result or be claimed to result there from.

Advice Letter No. 113A
Decision No. D.07-09-018

Issued By
Jack D. Phillips, Director
Government & External Affairs

Date Filed: 12/23/09
Effective Date: 01/15/10
Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

31. RULE NO. 31 - NONPUBLISHED SERVICE

Nonpublished service is a service which, upon a customer's request, customer name, address and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance database made available to the general public. This information, as well as call forwarding information from such unlisted telephone numbers, shall be released by this Company in response to legal process or to certain authorized governmental agencies provided the requesting agency complies with the rules herein established for the release of nonpublished information.

A. Agencies authorized to receive nonpublished information:

1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
2. Any agency of the federal government, which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of criminal laws of the United States.
 - b. Prosecute violations of the criminal laws of the United States.
 - c. Enforce civil sanctions, which are ancillary to criminal statutes.
 - d. Conduct investigations into matters involving the National Security of The United States.
 - e. Protect federal or foreign officials.
 - f. Protect public health and safety.
 - g. Conduct emergency rescue operations.
3. Any public health agency of the State of California or of a city, county or other local government.
4. County or city E9-1-1 projects.
5. State Fire Marshall and local fire departments or fire protection agencies.
6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

31. RULE NO. 31 - NONPUBLISHED SERVICE (Continued)

B. Procedure for release of nonpublished information to authorized agencies.

1. The Company shall only provide nonpublished information to persons within authorized agencies who are either:
 - a. peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity, or
 - b. health officers who are acting in their official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation, or
 - c. employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated above, or
 - d. employees of a county or city E9-1-1 project acting in an official capacity, or
 - e. employees of an federal agency listed in 1.b. above, when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.
2. Nonpublished information shall be released by the Company to an authorized agency's written request provided that the agency has previously furnished the Company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
3. Nonpublished information shall also be released to an authorized agency upon the agency's telephone request, provided the agency has previously furnished the Company with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephone request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephone request must be made by the head of the agency or by one of the previously designated persons. The nonpublished information requested by telephone shall be provided by the Company only on a call-back verification basis. The requesting agency shall, within five working days after making the telephone request, mail a letter confirming the request.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

31. RULE NO. 31 - NONPUBLISHED SERVICE (Continued)

C. Notification to Customer

1. The Company shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the Company and specifically requests to know whether his nonpublished information has been released.
2. When a customer inquires of the Company whether his or her nonpublished information has been released, the customer shall be informed that if information has been released he or she will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the Company.
3. If the requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to the agency could impede an ongoing criminal investigation, the Company shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
4. The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.
5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency, which requested the nonpublished information and the information released. If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether his or her nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received this information.

D. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the customer could violate a client's or contact's right of privacy and confidentiality.

E. Retention of Records

All written documents pertaining to nonpublished service shall be retained by the Company for a least one year. When an agency requests that notice to the customer be withheld, the Company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

32. RULE NO. 32 - RELEASE OF CREDIT INFORMATION AND CALLING RECORDS

A. Definitions

1. Credit Information - A customer's credit information is the information contained in the customer's Company account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, and location of previous service. Not included in customer credit information for purposes of these rules are nonpublished customer information or customer's name, address and telephone number as listed in the telephone directory.
2. Calling Records - Calling records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

B. Release of Customer Credit Information and Calling Records - A customer's credit information and/or calling records shall be released by this the only under the following circumstances:

1. Upon receipt of a search warrant obtained pursuant to a California or federal law, or of a federal grand jury subpoena or a federal agency subpoena.
2. Upon making return to a subpoena duces tecum, when it reasonably appears to the telephone Company that the procedures set out in Code of Civil Procedure Section 1985.3, or successor provisions, as they then exist, have been followed. The Company shall not produce the records if there has not been compliance with CCP Section 2985.3. The Company shall abide by all orders to quash protective orders and similar court orders, which may be issued with regard to the subpoenaed credit information and calling records.
3. Upon receiving permission of the customer to release the information.
4. Section 11478.5 of the Welfare and Institutions Code requires the Company to provide certain customer information, including customer social security numbers, upon request of the California Parent Locator Service (CPLS) and Central Registry maintained by the California Department of Justice.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

32. RULE NO. 32 - RELEASE OF CREDIT INFORMATION AND CALLING RECORDS (Continued)

C. Deferral of Notification

1. Notification to the customer will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of the subpoena or search warrant. The certification for non-disclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the Company shall request instruction from the court whether it should notify the customer of its receipt of the subpoena before divulging the information or records requested.
 2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the customer would impede the investigation of an offense pursuant to which the subpoena or search warrant was issued.
 3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or search warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
 4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.
- D. Exception to Procedure for Release of Credit and Calling Records - The procedure set forth above does not apply where the requestor is a collection agency working for the Company on the customer's account or is an independent telephone company, or other common carrier/interexchange carrier, or a Bell Operating Company.
- E. Retention of Records - Records of request for credit information and calling records, other than from the Company's employee, shall be retained for a period of at least one year from the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the customer shall also be retained for a like period of one year.
- F. Under certain circumstances, due either to services offered or to network technical parameters, telephone numbers may be forwarded over the network and displayed to the calling party.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R1 – GENERAL REGULATIONS

33. RULE 33 - COMPETITIVE PROMOTIONAL OFFERINGS AND DISCOUNTED SERVICE OFFERINGS

From time to time, the Company may offer services at a reduced rate, free of charge or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. These offerings may be limited to certain dates, times, and locations. Such offerings will not be less than one day nor more than one year. Individual tariff promotions will be tarified.

A. COMPETITIVE PROMOTIONAL OFFERINGS

CUSTOMER TRANSFER PRICING ARRANGEMENTS

The Customer Transfer Charge will be waived for customers changing their services from another Local Exchange Carrier to CITIZENS TELECOMMUNICATIONS. Customers changing their service to another Local Exchange Carrier within twelve (12) months of beginning service with CITIZENS TELECOMMUNICATIONS will have the waiver canceled and be required to pay the Customer Transfer Charge.

B. DISCOUNTED SERVICE OFFERINGS

CUSTOMERS WHO SUBSCRIBE TO CITIZENS TELECOMMUNICATIONS LOCAL AND FRONTIER COMMUNICATIONS OF AMERICA, INC. LONG DISTANCE SERVICES

Customers who subscribe to Frontier Communications of America, Inc. Long Distance (MTS) Service in addition to CITIZENS Telecommunications local services will be entitled to discounts on the monthly recurring charges for the services indicated. The discount will continue as long as the monthly long distance bill meets the criteria.

A. Discount

	<u>DISCOUNT</u>
- Monthly long distance bill less than \$50.00 per line	0.0 %
- Monthly long distance bill greater than \$50.00 per line	5.0 %

B. Services on which discount is applicable:

1. Basic Exchange Services
2. PBX Trunks
3. ISDN
4. Frame Relay
5. Premium Services (Custom Calling Services)
6. Directory Listings

C. Services to which discount is not applicable:

1. Centrex
2. Private Line Services

COMPETITIVE LOCAL CARRIER TARIFF

LIST OF EFFECTIVE SHEETS

SECTION R2 – STANDARD FORMS

<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>
Original	CS A		
Original	1		
Original	2		
Original	3		
Original	4		
Original	5		
Original	6		
Original	7		
Original	8		
Original	9		

*** Denotes Change**

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

1. DEPOSIT REQUEST LETTER

(Date)

Dear (Customer's Name) :

In order to prevent disconnection of your telephone service, a deposit of \$ (Initial deposit amount - Two times the Average Bill) is required by 5:00 p.m. on (Due Date).

This action is being taken because you have not met the requirements in Frontier Communications of America, Inc. Competitive Local Carrier Tariff on credit establishment. Section 3.1.6.

Information on the requirements for deposits and advance payments is found in the referenced section of the Tariff.

In the meantime, to prevent disconnection of your telephone service, please return the bottom portion of this letter with the deposit amount of (Initial deposit amount of Two times the Average Bill).

Should you have any questions regarding this matter, please call me at (Phone No. of Service Representative).

Sincerely,

CUSTOMER NAME _____
ADDRESS _____

REQUIRED
DEPOSIT
TELEPHONE
NUMBER _____

PLEASE RETURN TO: FRONIER COMMUNICATIONS OF AMERICA, INC.
P.O. BOX 79163
KINGMAN, AZ 85062-9163
Attn:

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

2. SPECIAL NOTICE - NONCOMPLIANCE WITH RULE NO. 6

Name

Address

City State Zip

**FRONTIER COMMUNICATIONS
OF AMERICA, INC.**
P.O. Box 79163
KINGMAN, AZ 85062-9163

We know how important your telephone is to you and want to do everything we can to continue your service. However, you may not be in compliance with our tariffs filed with the California Public Utilities Commission (CPUC), which states:

"The Utility may not discontinue or deny service at a premises where services provided to a prior customer were disconnected for nonpayment, except where it is found that the delinquent customer still resides at that same premises."

There is an outstanding bill of \$_____, regarding services rendered to a prior customer at your premises. We have reason to believe that this customer still resides at your address. We must hear from you or received full payment within five days from the date of this notice, or service will be disconnected. If disconnected, a restoral charge of \$_____, and a deposit of \$_____. \$_____, will be required in addition to the outstanding bill, to reconnect your service.

If, after contact with the Company an agreement cannot be reached regarding the outstanding bill, the disputed amount can be sent to California Public Utilities Commission to avoid disconnection. Include with your payment, a statement supporting your belief. The Commission will investigate this matter and advise us of its findings. Their address is 505 Van Ness Avenue, San Francisco, California 94102, Attention: Consumer Affairs Branch.

Thank you for your cooperation.

Sincerely,

Frontier Communications of America, Inc.

Frontier Communications of America, Inc.
P.O. Box 340 Elk Grove, CA 95759
U-5429-C

Schedule CAL. P.U.C. No. 2
Section R2
Original Sheet 3
Cancels Sheet 3

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

3. EXCHANGE AND TOLL SERVICE

Advice Letter No. 113A
Decision No. D.07-09-018

Issued By
Jack D. Phillips, Director
Government & External Affairs

Date Filed: 12/23/09
Effective Date: 01/15/10
Resolution No.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

3. EXCHANGE AND TOLL SERVICE (Continued)

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

4. PAYMENT RECEIPT

FRONTIER COMMUNICATIONS OF AMERICA, INC.

PAYMENT RECEIPT

No. 125583

ACCOUNT NUMBER
NAME
ADDRESS

125.11 \$ _____
Other _____

TOTAL RECEIVED \$ _____

REVENUE ACCOUNTING COPY

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

5. RETURNED CHECK NOTICE

RETURNED CHECK NOTICE

ACCOUNT NO.
PAYMENT DUE DATE
AMOUNT DUE

Your check, which was received in payment of your telephone count has been returned by your bank unpaid. A \$10.00 returned check charge has been applied to your account. Please contact our office without delay so that no interruption of your telephone service will be necessary.

If full payment is not received by the date shown above, service may be temporarily disconnected without further notice.

If payment is received within five working days after service is disconnected, the service may be restored for a fee of five working days and a new installation fee will be charged for reconnection of service.

If you have any questions concerning this payment, please call out office at _____.

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

6. PROGRAM FOR THE FURNISHING OF TELECOMMUNICATIONS SERVICES TO THE DEAF AND SEVERLY HEARING IMPAIRED

NEW APPLICATION
 RENEWAL APPLICATION

APPLICATION FOR TELECOMMUNICATIONS DEVICE FOR HEARING IMPAIRED

	TELEPHONE NUMBERS WHERE YOU CAN BEREACHED	Telephone Number	Business or Other Telephone Number	
1	NAME OF APPLICANT AND ADDRESS OF THE TELEPHONE SERVICE WHERE DEVICE WILL BE USED.	Name (Last, First Initial)		
		Street		
		City	State	Zip Code
2	NAME, SIGNATURE, AND BILLING ADDRESS OF CUSTOMER WHERE SERVICE IS BILLED (if different from above). NOTE; THE SUBSCRIBER BEING BILLED FOR THE TELEPHONE SERVICE WILL BE RESPONSIBLE FOR RETURNING THE EQUIPMENT UPON DISCONTINUANCE OF SERVICE.	Name (Last, First Initial)		
		Billing Address (If different from above)		
		I understand I will be responsible for the return of equipment when no longer require. _____ Signature (Date)		

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

6. PROGRAM FOR THE FURNISHING OF TELECOMMUNICATIONS SERVICES TO THE DEAF AND SEVERLY HEARING IMPAIRED (Continued)

3	NATURE OF HANDICAP (THE EXISTENCE OF the HANDICAP MUST BE CONFIRMED ONLY BY A PHYSICIAN, AUDIOLOGIST, OR AUTHORIZED GOVERNMENT AGENCY.)	Describe Handicap in This Space	
4	I CERTIFY THAT THE ABOVE APPLICANT HAS THE ABOVE DESCRIBED HEARING IMPAIRMENT, WHICH SEVERELY RESTRICTS USE OF TELEPHONE SERVICE. NOTE: CERTIFICATION REQUIRED FOR NEW APPLICATION ONLY.	License Number	Telephone Number
		Title	
		(Signature)	(Date)
5	I HEREBY AUTHORIZE YOUR COMPANY REPRESENTATIVE TO CONTACT THE PERSON OR AGENCY CERTIFYING THIS APPLICATION TO verify THE ACCURACY OF THE STATEMENTS MADE IN THIS APPLICATION.		
		(Signature)	(Date)

COMPETITIVE LOCAL CARRIER TARIFF

SECTION R2 – STANDARD FORMS

7. DISCONNECT NOTICE

(Frontier Communications of America, Inc.)

Past Due Notice

Our records indicate that your account is past due in the amount shown below. If payment is not received by 4:30 pm on the final due date, your service will be temporarily disconnected without further notice. In addition, a reconnection fee and deposit requirement may then apply. Life Line customers may elect to subscribe to Toll Restriction at no charge in lieu of a deposit. Your service can be maintained by paying those charges marked with a star (*). All services remaining unpaid are subject to suspension. Basic local service may be maintained by paying basic charges. If you are a Business customer, you must pay the Total Past Due in order to avoid any service interruption. If you have any questions please contact your Service Representative at **800-921-8105**.

IMPORTANT! If your services are discontinued, you will pay \$XX.XX (Residence fee) or \$XX.XX (Business fee) before your telephone service will be turned on again.

<<BOT9>>	\$9,999.99	* Basic
	9,999.99	Optional
	9,999.99	Toll
	<u>9,999.99</u>	900 Toll
	Place holder line 5	
	Place holder line 6	
	Place holder line 7	
	\$9,999.99	Total Past Due Charges

Accounts are temporarily disconnected for ten calendar days after which time the service is permanently disconnected. If the service is permanently disconnected, an application for new service will be required. The installation charge for new service is greater than the charge to restore service and a security deposit may also be required. Some types of service, such as coin telephone service are permanently disconnected after the past due date on the notice. The characteristics of these services do not permit application of the temporary denial procedures. If disconnection occurs on these accounts, an application for new service will be required and the installation charges will apply. The "Amount Due" as shown below may include charges for directory advertising, operator services, long distance charges, and disputed 900 charges. Your local telephone service will not be disconnected because of these charges.

You have the right to challenge the disconnection of any portion of this bill that is in dispute. If you have disputed charges on your bill and have contacted Frontier at the toll-free number listed above, your service will not be interrupted until the dispute is resolved. However, you must pay any amount not in dispute. You may request the assistance of the Public Utilities Commission in resolving an outstanding dispute with Frontier by calling 800-649-7570 or 415-703-1170.

If amount due has been paid, please disregard this notice.

Thank You!

Account Number: 999999999 888888 7

Past Due Date: mm/dd/yy

Final Due Date: mm/dd/yy

Amount Due: \$999.99

Please detach the payment slip below and include with your payment in the return envelope provided. Please write your account number on your check