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9th Revised*	TOC 3		
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* Denotes Change

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		(D)

PRELIMINARY STATEMENT

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Revision Number	Sheet	Revision Number	Sheet
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* Denotes Change

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PRELIMINARY STATEMENT

SYMBOLS

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

- (C) To signify change in listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify Increase.
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material Including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in text, but no change in rate, rule or condition.

EXCHANGES, SWITCHING FACILITIES, AND HOURS OF SERVICE

All exchanges of the Utility, as listed in Schedule Cal. P.U.C. No. AB, provide continuous 24 hour per day service and all are automatically switched.

PRELIMINARY STATEMENT

I. TERRITORY SERVED - SERVICE RENDERED - RATES - RULES

Frontier Communications of the Southwest Inc., designated Utility number Cal. P.U.C. U-1026-C, hereafter referred to as the "Utility," furnishes exchange telephone service, toll telephone service and private line service and channels throughout the territory served by it, as shown in its schedules, which includes a description of the service furnished, and maps as filed.

Connection for toll telephone service is maintained with the lines of connecting companies, whereby the toll service of such companies is made available to customers and patrons of the Utility at the regular published rates of the toll companies.

The rates and rules contained in these schedules have been regularly filed with the Public Utilities Commission of the State of California, and are the effective rates and rules of the Utility.

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

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

Special Note:

Rates, charges and conditions shown herein include all network facilities on the Utility's side of the Local Loop Demarcation Point (LLDP) as defined in the Product Guide, Section 24. The purpose of the LLDP is to separate responsibility of the Utility from the responsibility of the building owner/customer. Exceptions to the demarcation point are shown in the Product Guide Section 24 "Demarcation Point". Rates, charges and conditions are work functions performed on the customer's side of the LLDP.

PRELIMINARY STATEMENT

II. ACQUISITION OF TARIFF SCHEDULES OR DETARIFFED PRODUCT GUIDES

- a. TARIFF SCHEDULES. Hard copies of effective Schedules of the Utility which have been approved by the California Public Utilities Commission may be obtained at a charge by writing:

Frontier Communications of the Southwest Inc.
Tariff Administration
Government & Regulatory Affairs
P.O. Box 340
Elk Grove, CA 95759

Downloadable copies of the effective Schedules of the Utility which have been approved by the California Public Utilities Commission may be obtained at no charge at the following website:

<http://carrier.frontiercorp.com/crtf/tariffs/>
under the column heading "Effective Tariffs"

- b. DETARIFFED PRODUCT GUIDES. Services formerly tarified in this schedule and now offered on a detarified basis pursuant to PUC Decision No. 07-09-018, are located in the Frontier Communications of the Southwest Inc., Product Guide, available at the following web site:

<http://carrier.frontiercorp.com/crtf/tariffs/>
under the column heading "Non Tarified Documents"

III. BASIC AND OPTIONAL SERVICE CHOICES

For details of rates, charges, terms, conditions and description of service, see the schedules listed below. These services can be added, changed or canceled at anytime by calling the following: [or online at <http://carrier.frontiercorp.com/crtf/tariffs/>].

Residential services 1-800-921-8101
Business services 1-800-921-8102

PRELIMINARY STATEMENT

III. BASIC AND OPTIONAL SERVICE CHOICES - Continued

A. Residential Basic Access Line Service and Functional Equivalents ^{1, 2, 3, 4}	Tariff Schedule or Product Guide (PG) section reference	
Flat Rate Service ⁵	A-1	
Measured Rate Service ⁶	A-1	
California Lifeline Telephone Program ⁵ or ⁶	A-9	
Native American California Lifeline Telephone Program ⁵ or ⁶	A-9	
 B. Associated Surcharges and Taxes as Mandated by Regulation or Law		
PUC Reimbursement Fee	A-14	
California High Cost Fund*	A-16	(C)
California Teleconnect Fund*	A-17	(C)
Emergency Telephone Users Surcharge (9-1-1 tax) ⁷	NA	
Federal Excise Tax ⁸	NA	
Service Standards Billing Adjustment	A-18	
California Relay and Communications Devices Funds (Services for Deaf, Hearing Impaired, Motion Impaired, Speech Impaired and Vision Impaired)*	A-2	(C)
California Lifeline Telephone Program*	A-9	(C)

* As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

¹ For applicable nonrecurring charges, see Product Guide Section 3.

² Federal Communications Commission imposed End User Common Line (EUCL) charge applies per line. See Frontier Communications of the Southwest Inc., Tariff FCC No. 5 at website www.fcc.gov.

³ Federal and State surcharges and taxes apply as listed in Section III.B.

⁴ See Table of Contents for specific page numbers.

⁵ Includes an alphabetical listing in the local telephone directory.

⁶ Includes an alphabetical listing in the local telephone directory.

⁷ Emergency Telephone Users Surcharge information can be found at www.boe.ca.gov. Click on special Tax Programs and then click on Emergency Telephone Users Surcharge under Excise Taxes Division. The toll free phone number is 1-800-400-7115.

⁸ Federal Excise Tax information can be found at www.irs.gov by typing "federal excise tax" into the Forms & Publications Finder window, clicking on Instruction 720, and reading the Communications Tax section. The IRS toll-free phone number is 1-800-829-1040.

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III. BASIC AND OPTIONAL SERVICE CHOICES - Continued

C. Residential Optional Features/Services ^{1,2}	Tariff Schedule or Product Guide (PG) section reference	
Custom Calling Services	PG Section 6	
Anonymous Call Block		
Busy Redial		
Call Forwarding		
Call Restriction		(D)
Call Trace		
Call Waiting / Cancel Call Waiting		
Call Waiting ID		
Caller ID - Number Only		
Complete Blocking - per line	A-19	
Distinctive Ring		
Selective Blocking - per call	A-19	
Select Call Forwarding		
Speed Dialing		
*69		
Three Way Calling		
Toll Restriction		
Custom Calling Services Packages	PG Section 6A	
Multi Package Residential Offers		
150 Satellite Channel Programming PAC		
Local Calling Plan Light/Local Calling Plan Elite		
Basic Feature Pack/Complete Feature Pack		
Custom Calling Service/ Frontier Local Calling Plan Plus/Local and Toll Service/Regional Calling Plus 3 Features		
Directory Services	PG Section 19	
Discount Calling Plans	PG Section 17	
Home Voice Mail	PG Section 5	
IntraLATA Toll Service	PG Section 16	
Custom Calling Service	PG Section 6	
Inside Wire Maintenance	PG Section 5	
Intercept / Referral	PG Section 18	
ISDN	PG Section 19	
Optional Prefix Service	PG Section 8	
Operator Services	PG Section 18	
Personalized Telephone Numbers	PG Section 4	
Rotary Service (Hunt)	PG Section 4	

¹ For additional applicable nonrecurring charges, see Schedule PG Section 3.

² See Table of Contents for specific page numbers.

³ See Section III.A and III.B for the applicable line rate, taxes and surcharges.

⁴ PG Section 3, nonrecurring service order activity and subsequent order charges are not applicable.

PRELIMINARY STATEMENT

III. BASIC AND OPTIONAL SERVICE CHOICES - Continued

D. Business Basic Access Line Service and Functional Equivalents ^{1, 2, 3, 4, 5}	Tariff Schedule or Product Guide (PG) section reference	
Flexible Telephone System (bundled service including optional features)	PG Section 8	
Foreign Exchange Service	PG Section 5	
Custom Line Telephone Service	PG Section 8	
Measured Rate Service	PG Section 4	
PBX Trunk	PG Section 4	
E. Associated Surcharges and Taxes as Mandated by Regulation or Law ⁵		
California High Cost Fund*	A-16	(C)
California Lifeline Telephone Program*	A-9	(C)
California Relay and Communications Devices Funds (Services for Deaf, Hearing Impaired, Motion Impaired, Speech Impaired and Vision Impaired)*	A-2	(C)
California Teleconnect Fund*	A-17	(C)
Emergency Telephone Users Surcharge (9-1-1 tax) ⁶	NA	
Federal Excise Tax ⁷	NA	
PUC Reimbursement Fee	A-14	
Service Standards Billing Adjustment	A-18	
Sharable Earnings Surcharge	A-15	

* As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

¹ For applicable nonrecurring charges, see Product Guide Section 3.

² Includes an alphabetical listing in the local telephone directory.

³ Federal Communications Commission imposed End User Common Line (EUCL) charge applies per line. See Frontier Communications of the Southwest Inc., Tariff FCC No. 5 at website www.fcc.gov.

⁴ Federal and State surcharges and taxes apply as listed in Section III.B.

⁵ See Table of Contents for specific page numbers.

⁶ Emergency Telephone Users Surcharge information can be found at www.boe.ca.gov. Click on Special Tax Programs and then click on Emergency Telephone Users Surcharge under Excise Taxes Division. The toll free phone number is 1-800-400-7115.

⁷ Federal Excise Tax information can be found at www.irs.gov by typing "federal excise tax" into the Forms & Publications Finder window, clicking on Instruction 720 and reading the Communications tax section. The IRS toll-free phone number is 1-800-829-1040.

PRELIMINARY STATEMENT

III. BASIC AND OPTIONAL SERVICE CHOICES - Continued

F. Business Optional Features / Services ^{1, 2}

	Tariff Schedule or Product Guide (PG) section reference	
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Asynchronous Transfer Mode (ATM)	PG Section 11	
California Teleconnect Fund (CTF) Discounted Services	PG Section 15	(N)
Custom Calling Service	PG Section 6	
Anonymous Call Block		
Automatic Busy Redial		
Automatic Call Return		
Busy Number Redial		
Call Block		
Call Forwarding		
Call Restriction		
Call Trace		
Call Waiting / Cancel Call Waiting		
Caller ID		
Caller ID - Number Only		
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150 Satellite Channel Programming PAC		
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¹ For additional nonrecurring charges, see Product Guide Section 3.

² See Table of Contents for specific page numbers.

PRELIMINARY STATEMENT

III. BASIC AND OPTIONAL SERVICE CHOICES - Continued

F. Business Optional Features / Services ^{1,2} - Continued

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DS1 Cyber Service		
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Packet Switching Services		
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Inside Wire Maintenance	PG Section 5	(D)
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ISDN	PG Section 9	
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Optional Prefix Service	PG Section 5	
Operator Services	PG section 18	
Premium Service Lines 900	PG Section 15	
Premium Service Lines 976	PG Section 14	
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Rotary Service	PG Section 5	
Telephone Answering Service	PG Section 5	
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¹ For additional nonrecurring charges, see Product Guide Section 3.

² See Table of Contents for specific page numbers.

PRELIMINARY STATEMENT

DEFINITIONS AND RULES

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Sheet No. or
Product Guide (PG) section reference

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PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES

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Abuse or Fraud (Rule No. 11)	D&R	
Access to Customer's Premises (Rule No. 21)	D&R	
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PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

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	(D)
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Bills Rendering and Payment (Rule No. 9)	D&R

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

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*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
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Continuous Property (Definition)	D&R	
(L) Material renamed and relocated to Sheet No. 14.		(N)
(L) Material renamed and relocated to Sheet No. 27.		(N)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Contracts (Rule No. 24)	D&R	
Credit Allowance for Interruption of Service (Rule No. 22)	D&R	
Credit – Establishment and Re-establishment (Rule No. 5)	D&R	
Cross Reference Listing	PG Section 19	
Custom Calling Services	PG Section 6 & 6A	
Custom Calling Service / Frontier Local Calling Plan Plus / Local and Toll Service/ Regional Calling Plus 3 Features	PG Section 6	(L)(T) (L)(T)
Custom Local Area Signaling Service (CLASS)	PG Section 6, 6A & 30	(T)
Customer Changeable Speed Calling	PG section 6	
Customer Name and Address Service (CNA)	PG Section 10	
Customer Owned Pay Telephone (COPT) Service	PG Section 13	
Customized Multi-line Telephone Service	PG Section 8	(L)(T)
Data, Switched Service (See Switched Data Service)		
Deaf and Disabled Telecommunications Program (DDTP) for Competitive Local Carriers	K-8	
Definitions, General	D&R	
Demarcation Points	PG section 24	
Deposits (Rule No. 6)	D&R	
Deposits, Interest on (Rule No. 7)	D&R	
 (L) Material renamed and relocated from Sheet No. 18.		 (N)
(L) Material renamed and relocated from Sheet No. 13.		(N)

FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.
 P.O. Box 340 Elk Grove, CA 95759
 U-1026-C

SCHEDULE Cal. P.U.C. No. AA
 2nd Revised Cal. P.U.C. Sheet No. 15
 Canceling 1st Revised Cal. P.U.C. Sheet No. 15

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Description of Service (Rule No. 1)	D&R	
Digital Format Trunking	PG section 4	
Digital Private Line	PG Section 10	
Direct Connect Service	PG Section 6	
Direct Inward Dialing (DID) Service	PG section 4	
Directories - Telephone	PG Section 19	
Directory Assistance Service	PG Section 19	
Directory Errors - Liability of the Telephone (Rule No. 22)	D&R	
Directory Listings	PG Section 19	
Disclosure of Rates and Charges Information to be Provided to the Public (Rule No. 3)	D&R	
Discount Calling Plans	PG Section 17	
Discontinuance and Restoration of Service During Emergency and Disaster Periods (Rule No. 31)	D&R	
Discontinuance of Service (Rule Nos. 10 and 26)	D&R	
Disputed Bills (Rule No. 11)	D&R	
Distinctive Ring	PG Section 6	(L)(T)
Do Not Disturb	PG Section 6	
EAS (Extended Area Service)	PG Section 4 & 31	(L)
		(L)
(L) Material renamed and relocated to Sheet No. 25.		(N)
(L) Material renamed and relocated to Sheet No. 17.		(N)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES – Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Emergency Measures Taken Pursuant to a "State of National Emergency or Local Disaster" (Rule No. 31)	D&R
Emergency Telephone Service (911) for Competitive Local Carriers (CLCs)	K-7
Emergency Telephone Service (911) for Private Switch Providers	A-6
Employee Service	PG Section 21
Enhanced Call Forwarding	PG Section 6
Enhanced Call Transfer	PG Section 20
Enhanced 9-1-1 Service	A-6, K-7
Enhanced Service Provider (ESP) Services	PG Section 20
Errors in Transmitting, Receiving or Deliveries, Oral Messages by Telephone (Rule No. 32)	PG Section 2
Establishment and Re-establishment of Credit (Rule No. 5)	D&R
Exchange Area Maps	AB
Exchange Mileage	PG Section 4, 5
Exchange Service Rates	A-1 & PG Section 4
Exchanges, List of	AB
Extended Basic Referral	PG Section 4
Extended Payment of One Time Charges for Business Service (Rule No. 36)	D&R
Extended Service Areas	PG Section 31

(D)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Facilities to Provide Replacement of Aerial with Underground Facilities (Rule No. 34)	PG Section 3, D&R	
Facility Based Resale		
Local	K-2	
Toll	K-5	
Failure of Service (See Interruption of Service)		
Farmer Line Service	PG Section 4	
Features Plan - Business	PG Section 6	(L)(T)
Fixed Call Forwarding	PG Section 6	
Flat-Rate Service	A-1	
Flat Rate Calling Plan	PG Section 17	
Flexible Call Forwarding	PG Section 6	
Flexible Digital Channel Service	PG Section 10	(T)
Flexible Packaging	PG Section 30	
Foreign Exchange (FX) Telephone Service	PG Section 5	
Forms	AC	
Frame Relay Service (FRS)		
Competitive Service	K-2	
Fraud or Abuse (Rule No. 10)	D&R	
Frontier Flat Rate Business Plan	PG Section 17	(L)(T)

(L) Material renamed and relocated from Sheet No. 31.

(N)

(L) Material renamed and relocated from Sheet No. 15.

(N)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
General Definitions	D&R	
Grade of Service (Rule No. 1)	D&R	
Handicapped Services	A-2	
High Voltage Protection Service	PG Section 5	
Hunt Service	PG Section 4	
ISDN (Integrated Services Digital Network) Service	PG Section 9	
Identifier - Concentrator Equipment	PG Section 5	
Impairment of Service to Others (Rule No. 10)	D&R	
Individual Line Service	A-1	
Information Calling Service - 900 Service	PG Section 15 & 14	
Inside Wire Maintenance	PG Section 5	
Installation Charges (Service Charges) Local	PG Section 3	(T)
Installment Billing - Service Charges (Rule No. 9)	D&R	(T)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Integrated Services Digital Network (ISDN)	PG Section 9
Interest on Deposit (Rule No. 7)	D&R
Interexchange Receiving Service	PG Section 5
Interruption of Service Credit Allowance (Rule No. 22)	D&R
IntraBuilding Cable (INC)	PG Section 24
Intralata Toll BOT Plan	PG Section 17
IntraLATA Toll Service	PG Section 16
Landlord Maintenance Service	PG Section 5
Last Number Redial	PG Section 6
Late Payment Charge (Rule No. 9)	D&R
Level Bill Plan (LBP)	PG Section 5
Liability of the Company (Rule No. 22)	D&R
Limitation of Charges (Rule No. 30)	D&R
Line Extension (Rule No. 28)	PG Section 3, D&R

(D)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Listing - Directory	PG Section 19	
List of Contracts and Deviations (Rule No. 32)	D&R	(D)
Local Exchange Service	A-1	
Local Measured Rate Service	A-1	
Local Operator Services	PG Section 18	
Local Service Areas	PG Section 31	
Local Usage	A-1	
Long Distance Message Telephone Service	PG Section 16	
Loss Arising from Non-Delivery of Written Messages (Rule No. 27)	D&R	
Magnetic Tape Reproduction	PG Section 5	
Maps, Exchange Area	AB	
Maritime Radio Telephone Service	PG Section 23	
Measured Service (See Local Measured Rate Service)		
Message Detail Recording	PG Section 8	
Message Toll Telephone Service (Long Distance Message Telephone Service)	PG Section 16	

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Mileage Rates:		
Foreign Exchange Service	PG Section 5	
Optional Prefix Service	PG Section 5	
Private Line Services	PG Section 28	
Telephone Answering Service	PG Section 5	
Minimum Point of Entry	PG Section 14	
Minimum Service Charges (Rule No. 9)	D&R	
Miscellaneous Billing Services	PG Section 5	
Monitoring and/or Recording of Telephone Conversations (Rule No. 13)	D&R	(D) (D)
Multiple Bill Copy Service (MBCS)	PG Section 5	
Multi Package Residential Offers	PG Section 6A	
Multilocation Customized Multi-line Telephone Service	PG Section 8	
Neighborhood Telephone Directories	PG Section 14	
Non-Listing Number Service	PG Section 14	
Nonpayment of Bills (Rule No. 9)	D&R	

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Non-Publish Number Service (See also Schedule Cal. P.U.C. No. D&R) (Rule No. 38)	D&R	
Notices (Rule No. 13)	D&R	
Notify Now	PG Section 11	
Number Changes (Rule No. 15)	D&R	
Number Portability (See Service Provider Number Portability - SPNP)	K-4	
Number Referral Services	PG Section 18	
Numerical List of Schedules	AA	
Obligation to Furnish Service (Rule No. 26)	D&R	
Off-Premises Extensions	PG Section 16	(D)
Operator Services	PG Section 18	(D)
Optional Prefix Service	PG Section 5	
Optional Service Choices, Residential and Business	AA	
Options for Providing Enhanced Services	PG Section 21	

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Out of Franchise Facility Based Resale Services Local	K-2	
Outside Facility Connection Charge (See also Visit Charge)	PG Section 3	
Ownership and Use of Service Facilities on Customer's Premises (Rule No. 17)	D&R	
Ownership and Use of Telephone Directory (Rule No. 18)	D&R	
Payment for Service (Rule No. 9)	D&R	
Payment Options (Rule No. 9)	D&R	
Personal Telephone Number	PG Section 4	
Pole Attachments (Rule No. 25)	D&R & PG Section 3	
Preliminary Statement	AA	
Premises Visit Charge (See also Outside Facility Connection Charge and Visit Charge)	PG Section 3	
Premium Referral Service	PG section 18	
Premium Service Lines	PG Section 14	(T)
Primary Listing	PG Section 19	
		(D)
Priority Call	PG Section 6	

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Priority of Establishment and Supersedure of Service (Rule No. 8)	D&R
Private Branch Exchange Service (PBX) Trunk Discount Pricing Plan	PG Section 8A PG Section 4 PG Section 4
Private Branch Exchange Trunks	PG Section 4
Private Line Service (See Special Access Service) Conditioning Measurements Music Distribution Supervisory Signaling Definitions (See General Regulations)	(D)
DS1 Service General Regulations Move and Change Charges Private Line - Digital	
Private Service Not for Public Use (Rule No. 23)	D&R
Promotional Pricing	PG Section 7
Public Use of Customers' Private Service (Rule No. 23)	D&R
Radio Telephone Services (See Service Through Radiotelephone Utilities)	PG Section 23
Recording of Telephone Conversations (Rule No. 13)	D&R
Re-establishment of Credit (Rule No. 5)	D&R

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Referral	PG Section 18	
Refunds:		
Deposits (Rule No. 6)	D&R	
Credit Allowance for Interruption of Service (Rule No. 22)	D&R	
Line Extensions (Rule No. 28)	D&R & PG Section 3	
Refusal of Service (Rule No. 26)	D&R	
Regional Toll Call Plan	PG Section 17	(L)(T)
Release of Credit Information and Calling Records (Rule No. 39)	D&R	
Remote Call Forwarding Service	PG Section 6	
Rendering and Payment of Bills (Rule No. 9)	D&R	
Resale of Service (Rule No. 23)	D&R	
Resale - Out of Franchise (Facility Based)		
Local	K-2	
Resale Services	K-5	
Reservation of Telephone Number (Business)	PG Section 4	
Residence Service (See also Rule No. 19)	A-1, D&R	
Residential Service Performance Guarantee	PG Section 2	
Return Check Charge (Rule No. 9)	D&R	
Return of Deposit (Rule No. 7)	D&R	

(L) Material renamed and relocated from Sheet No. 15.

(N)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Reversal of Charges (See Operator Handled Service Charges)	
Right of Access (Rule No. 21)	D&R
Rotary Service	PG Section 4
Save Number Redial	PG Section 6
Secretarial Line Service	PG Section 6
Select Call Forwarding	PG Section 6
Selective Blocking	A-40
Semi-Public Telephone Service	PG Section 4
Service Applications (Rule No. 2)	D&R
Service Charges	PG Section 3
	(D)
Service Connections (Rule No. 20)	D&R
Service, Customer Use of (Rule No. 23)	D&R
Service, Discontinuance and Restoration During Emergency and Disaster Periods (Rule No. 31)	D&R
Service, Discontinuance for Cause (Rule No. 10)	D&R

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Services for the Deaf, Hearing Impaired, Motion Impaired, Speech Impaired, and Vision Impaired	A-2
Service, Impairment to Others (Rule No. 10)	D&R
Service, Interruption of (Rule No. 22)	D&R
Service, Obligation to Furnish (Rule No. 26)	D&R
Service Ordering Charge	PG Section 3
Service Performance Guarantee	PG Section 2
Service Provider Number Portability (SPNP)	K-4
Service Request	PG Section 19
Service, Resale of (Rule No. 23)	D&R
Service Standards Billing Adjustment	A-18
Service Termination Arrangements (See Discontinuance of Service)	
Service Through Radiotelephone Utilities	PG Section 23
Service, Use for Unlawful Purposes (Rule No. 10)	D&R
	(D)
Simple Inside Wire Billable Repair Service	PG section 14

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	
Special Bills	PG Section 5	
Special Call Waiting	PG Section 6	
Special Information Required on Forms (Rule No. 4)	D&R	
Special Service Arrangements	E-1	
Speculative Projects (Rule No. 29) Deposits (Rule No. 6)	D&R D&R	
Speed Dialing	PG Section 6	
Street Address Telephone Directory	PG Section 19	
Supersedure of Service (Rule No. 8)	D&R	
Supplementary Network Services	PG Section 5	
Surcharges		
Surcharge to Fund Public Utilities Commission Reimbursement Fee	A-14	
Surcharge to Fund California High Cost Fund A*	A-16	(C)
Surcharge to Fund California High Cost Fund B*	A-16	(C)
Surcharge to Fund California Teleconnect Fund*	A-17	(C)

*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference	(T)
Technology Testing and Market Trials (Rule No. 40)	D&R	
Telecommunications Service Priority System	A-5	
Teleconnect Discount Service	T-1	
Telephone Answering Service	PG Section 5	
Telephone Directories Outside the Local and EAS Areas	PG Section 19	(T)
Telephone Directory Service	PG Section 19	
Telephone Directory Reproduction Rights	PG Section 19	
Telephone Numbers, Changes in (Rule No. 15)	D&R	
Telephone Service Connection (Rule No. 20)	D&R	
Temporary Disconnection of Service for Non Payment (Rule No. 9)	D&R	
Temporary Service or Speculative Projects (Rule No. 29) Deposits (Rule No. 6)	D&R D&R	
Termination Liability (TLA) (Rule No. 47)	PG Section 2	
Three Way Calling	PG Section 6	
Time Periods (Long Distance - Message Telephone Service)	PG Section 16	

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Toll Restriction	PG Section 6
Toll Service (Long Distance Message Telephone Service)	PG Section 16
Total Solutions (See Call Center Service)	
Travel Charge (See Outside Facility Connection Charge and Visit Charge)	PG Section 3
Type of Service (Rule No. 1)	D&R
Underground Connections (Rule No. 28)	D&R
Unlisted Telephone Numbers (See Non-listed Number Service)	
Unlimited Local Usage/ Unlimited Local and Toll Usage for Business	PG Section 6
Usage Charges (See Local Measured Rate Service)	
Use and Ownership of Equipment on Customer's Premises and Right of Access Thereto (Rule No. 17)	D&R
Use of Customer's Service (Rule No. 23)	D&R
Use of Service for Unlawful Purposes (Rule No. 10)	D&R
Utility Right to Ingress to and Egress from Customer's Premises (Rule No. 21)	D&R
Vacation Service (Residential)	PG Section 4
Vanity Numbers (See Personal Telephone Number Service)	PG Section 4
Video Digital Transport Service 270 Mbps	PG Section 11

(D)

PRELIMINARY STATEMENT

ALPHABETICAL LIST OF SERVICES - Continued

Subject	Tariff Schedule or Product Guide (PG) section reference
Violation of Regulations (Connection of Registered Equipment) (Rule No. 35)	D&R
Voice Messaging for Enhanced Service Providers	PG Section 20
Voice Messaging Service	PG Section 5
Visit Charge (See also Outside Facility Connection Charge - A-41)	PG Section 3
Zenith Service (Interexchange Receiving Service)	PG Section 5

(D)

LIST OF EFFECTIVE SHEETS

<u>Revision Number</u>	<u>Sheet</u>	<u>Revision Number</u>	<u>Sheet</u>
5 th Revised*	CS A		
3 rd Revised	TOC A		
1 st Revised	1		
1 st Revised	2		
1 st Revised	3		
1 st Revised	4		
1 st Revised	5		
1 st Revised	6		
1 st Revised	7		
1 st Revised	8		
1 st Revised	9		
Original	10		
Original	11		
4 th Revised*	12		
3 rd Revised*	13		
3 rd Revised*	14		
3 rd Revised*	15		
Original	16		
1 st Revised	17		
1 st Revised	18		
1 st Revised	19		
1 st Revised	20		
1 st Revised	21		

* Denotes Change

FORMS – (Continued)

Sheet No.	Description	
1	Reserved For Future Use	
2	Reserved For Future Use	
3	Reserved For Future Use	
4	Reserved For Future Use	
5	Reserved For Future Use	
6	Reserved For Future Use	
7	Reserved For Future Use	
8	Reserved For Future Use	
9	Reserved For Future Use	
10	Supersedure Request	
11	Supersedure Request (Instructions)	
12	Monthly Bill	(T)
13	Monthly Bill (Continued)	
14	Monthly Bill (Continued)	
15	Monthly Bill (Continued)	(T)
16	Authorization Form for Unrestricted Call Transfer	
17	Reserved For Future Use	
18	Reserved For Future Use	
19	Reserved For Future Use	
20	Reserved For Future Use	
21	Reserved For Future Use	

FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

FORMS – (Continued)

Reserved For Future Use

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FORMS – (Continued)

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FORMS – (Continued)

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FORMS – (Continued)

Reserved For Future Use

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FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

FORMS – (Continued)

SUPERSEDURE REQUEST

Change of Telephone Account Responsibility

Part I – Outgoing Customer – Transferor

I hereby authorize the transfer of the following Telephone Account(s) to the Incoming Customer listed below (Attach sheet if necessary):

Incoming Customer's Billing Name

Outgoing Customer's Billing Name

Address to Send Outgoing Customer's Final Bill

Signature of Outgoing Customer or Outgoing Customer's Authorized Representative

Title

Date

Effective Date of Transfer from Outgoing Customer (Must be within 30 calendar days of date specified above):

Part II – Incoming Customer – Transferee

I hereby assume the Telephone Account(s) identified above currently billed to the Outgoing Customer listed above.

_____ I accept responsibility for and agree to pay all outstanding charges associated with the telephone account(s), any deposit required by Frontier Communications of the Southwest Inc. and all charges billed hereafter to the telephone account(s). I further accept the Outgoing Customer's Telephone Account(s) with all existing service, tariff, product guide and/or contractual obligations and understand that my failure to do so means that I may be assigned a different telephone number (or different telephone numbers) at my expense and that the old telephone number(s) may be put on a disconnect recording. In addition, a transfer charge may apply.

_____ The present outstanding charges should be finalized and a final bill rendered to the Outgoing Customer. I will not assume responsibility for any charges prior to the Effective Date of this Transfer set forth below.

If service is out of our access tariff all outstanding indebtedness must be assumed by Transferee.

Please note that certain charges are billed in arrears and may appear in the Incoming Customer's bill. Failure to pay any applicable charges may result in Frontier Communications of the Southwest Inc. changing the telephone number(s) of the Incoming Customer at the Incoming Customer's expense. Moreover, Frontier Communications of the Southwest Inc. retains ownership rights of assignment of all Telephone Account(s); assignment of the Telephone Account(s) from the Outgoing Customer to the Incoming Customer is contingent upon proper execution of this document by both the Incoming Customer and Outgoing Customer.

Incoming Customer's Billing Name

Incoming Customer's Billing Address

Incoming Customer's Employer Identification Number

Signature of Incoming Customer or Incoming Customer's Authorized Representative

Title

Date

FORMS – (Continued)

SUPERSEDURE REQUEST (Continued)
(Instructions for Completion)

Effective Date of Transfer to Incoming Customer (Must be one calendar day following the Effective Date of Transfer from Outgoing Customer):

The foregoing transfer shall not become effective until any required charges or deposits are received by Frontier Communications of the Southwest Inc. Both the Outgoing Customer and the Incoming Customer agree to indemnify and hold harmless Frontier Communications of the Southwest Inc. from and against any claim arising from this transfer of Telephone Account(s), except for claims arising from Frontier Communications of the Southwest Inc.'s gross negligence or willful misconduct. If either the Outgoing Customer or the Incoming Customer has any questions, our Business Office number is (_____). **This form must be returned by _____ or service may be interrupted or disconnected.**

Prepared By _____ | Date _____

Telephone number will not be changed as a penalty or to enforce payment for directory advertising charges. Telephone number changes may be made if for engineering or technical reasons.

FORMS - (Continued)

Monthly Bill

(T)

PAGE 1



CUSTOMER NAME

ACCOUNT SUMMARY

ACCOUNT NUMBER: XXX-XXX-XXXX-XXXXXX-X
PIN NUMBER: XXXX

Billing Date XX/XX/XX
New Charges Due Date XX/XX/XX
Previous Balance XXX.XX
Payments Received Thru 9/25/18 .XX
Balance Forward XXX.XX
New Charges XXX.XX
TOTAL AMOUNT DUE \$XXX.XX



P.O. Box 5157, Tampa, FL 33675

PAYMENT STUB

Total Amount Due \$XXX.X

New Charges Due Date XX/XX/XX
Account Number XXX-XXX-XXXX-XXXXXX

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed \$ _____

To change your billing address, call 1-800-921-8101

----- manifest line -----



CUSTOMER NAME
ADDRESS
CITY, STATE ZIP

FRONTIER
P.O. Box 740407
CINCINNATI OH 45274-0407



(T)

FORMS – (Continued)

Monthly Bill (Continued)

(T)



PAGE 2 OF 4

CUSTOMER NAME



Go Green with

Paperless Billing

Receive your bill electronically and leave a lighter environmental footprint.

Simply visit frontier.com/paperless and follow the instructions for **Billing Changes**.

For In-Language Billing and Service questions, please call one of the numbers below:

English: 1-800-921-8101

Mandarin: 1-877-910-0319

Vietnamese: 1-844-320-4435

Cantonese: 1-877-910-0316

Japanese: 1-844-320-4433

Tagalog: 1-844-320-4434

PAYING YOUR BILL

Payonline, by phone, by mail or at any Authorized Payment Location. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. Visit Frontier.com to set up recurring electronic payments to streamline bill payment.

LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. If you pay your bill after the due date, you may be charged a fee (including a Treatment Charge if your account has been delinquent for 3 consecutive months and your past due balance is greater than \$XX), your service may be interrupted and you may have to pay a reconnection charge to restore service. A fee may be charged for a check that is returned by the bank for any reason. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating. When making an online payment, please allow time for the transfer of funds. If the funds are not received by Frontier by the due date, a fee may be assessed.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic local service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services.

Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment.

Billing and service complaints may be submitted to the California Public Utilities Commission, Consumer Affairs Branch www.cpuc.ca.gov/complaints/; or 1-800-649-7570; or 505 Van Ness Ave., Room 2003, San Francisco, CA 94102.

SERVICE TERMS

Visit Frontier.com/terms, Frontier.com/tariffs or call Customer Service for information on applicable tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your Frontier services - voice, internet and/or video - including limitations of liability, and early termination fees and the effective date of and billing for the termination of service(s). Frontier's Terms, include a binding arbitration provision to resolve customer disputes (Frontier.com/terms/arbitration). Subscribers to Frontier's TV and Internet services are billed one full month in advance. Unless otherwise required by applicable law, if you cancel your TV and/or Internet service subscription, termination of your service subscription(s) and any early termination fees will be effective on the last day of your Frontier billing cycle and no partial month credits or refunds will be provided for previously billed service subscriptions. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. We encourage you to review the Terms as they contain important information about your rights and obligations, and ours. By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration.

Hard of Hearing, Deaf, Blind, Vision and /or Mobility Impaired customers may call Frontier 1-877-462-6606 or dial 7-1-1 to reach a consultant trained to support their communication needs. Visit www.ddtp.org for more information.

(T)

FORMS – (Continued)

Monthly Bill (Continued)

(T)



PAGE 3 OF 4

CUSTOMER NAME

FRONTIER MONTHLY SERVICE CHARGES FROM 9/25/18 to 10/24/18

Digital Phone Unlimited	XX.XX
Digital Phone 2nd Access Line	.XX
Broadband Max	XX.XX
Inside Wire Maintenance Res	X.XX
TOTAL MONTHLY SERVICE CHARGES	XX.XX

OTHER SERVICE CHARGES AND CREDITS

Late Payment Fee	X.XX
Carrier Cost Recovery Surcharge	X.XX
Frontier Road Work Recovery Surcharge	.XX
TOTAL OTHER SERVICE CHARGES AND CREDITS	X.XX

TAXES AND OTHER CHARGES

Federal Taxes and Charges*	XX.XX
State Taxes and Other Charges*	X.XX
TOTAL TAXES AND OTHER CHARGES	XX.XX

TOTAL

Detail of Taxes and Other Charges on Pg. 4 >

*Includes Basic Charges

(T)

FORMS – (Continued)

Monthly Bill (Continued)

(T)



PAGE 4 OF 4 *

CUSTOMER NAME

DETAIL OF TAXES AND OTHER CHARGES

DETAIL OF FEDERAL TAXES AND CHARGES*

Frontier	
Federal Excise Tax	.XX
Access Recovery Charge	X.XX
Access Recovery Charge-Res 2nd Line	X.XX
Primary Federal Subscriber Line Charge	X.XX
Federal USF Recovery Charge	X.XX
Frontier Com of America	
FTR LD USF Surcharge	X.XX
TOTAL FEDERAL TAXES AND CHARGES	XX.XX

DETAIL OF STATE TAXES AND OTHER CHARGES*

Frontier	
Universal Lifeline Telephone Service Surcharge	X.XX
CASF-High Cost Fund Surcharge B	.XX
Deaf & Disabled Fund Surcharge	.XX
CA St Public Utilities Commission Fee	.XX
CA State 911 Surcharge	.XX
Teleconnect Fund Surcharge	.XX
Internet Infrastructure Surcharge	X.XX
CA State High Cost Fund Surcharge - A	.XX
TOTAL STATE TAXES AND OTHER CHARGES	XX.XX

TOTAL TAXES AND OTHER CHARGES **\$XX.XX**

IMPORTANT CUSTOMER INFORMATION

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$XXX.XX by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

IN ONLY

(T)

FORMS – (Continued)

Authorization Form for Unrestricted Call Transfer

Frontier Communications of the Southwest Inc.'s standard method of implementing Call Transfer and Three Way Calling is intended to help minimize toll fraud. This is accomplished by requiring at least one station within the customer's business group to remain on the call when a transfer is made to a destination outside of the business group. This method of operation tends to deter fraudulent use of the customer's direct distance dial network, which often includes toll service.

If a Frontier Communications of the Southwest Inc. customer wants to waive this requirement and allow Unrestricted Call Transfer and Three Way Calling, the customer of record must sign this form acknowledging the financial risks associated with waiving this restriction, and committing the customer to pay any and all toll charges for the business group. (This includes, but is not limited to, direct dialed calls to international and high-risk destinations.)

Implementation of Unrestricted Call Transfer and Three Way Calling invokes Frontier Communications of the Southwest Inc.'s Minor Software Change charges to properly program the customer's business group and individual lines, but does not require a monthly recurring charge.

Name of customer requesting Frontier Communications of the Southwest Inc. to implement Unrestricted Call Transfer and Three Way Calling:

Date: ___/___/___

Signature of customer of record: _____

Print Name: _____

Customer Address: _____

(Street)

(City / State / Zip Code)

Customer Billing Number: _____

Authority: The person signing this agreement represents and warrants to have the authority to execute this agreement.

FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

FORMS – (Continued)

Reserved For Future Use

(T)

(D)

(D)

BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES

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BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES

I. GENERAL

APPLICABILITY

Applicable to local exchange individual-line residence service.

TERRITORY

Within all exchange areas, as those areas are defined by maps filed as part of the tariff schedules.

II. RATES

A.	BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES	Monthly <u>Rate</u> ¹	
1.	Measured-Rate Service (See Special Condition B)	\$16.00	(I)
2.	Flat-Rate Service (See Special Condition B)		

a.	Flat-Rate Service ²	22.50	(I)
----	--------------------------------	-------	-----

B. MEASURED-RATE SERVICE - LOCAL CALLING RATES

Local Exchange and Extended Area Service rates per message. See Schedule Cal. P.U.C. No. A-11 for Local Calling Areas.

Residence Measured Rate Service

		First Minute Or Portion Thereof	Additional Minute Or Portion Thereof
1.	Monday Through Friday		
	8:00 A.M. to 5:00 P.M. ³	\$.040	\$.010
	5:00 P.M. to 11:00 P.M. ³	.028	.007
	11:00 P.M. to 8:00 A.M. ³	.016	.004
2.	Saturday, Sunday, Holiday		
	All Hours	.016	.004

C.	RESIDENCE MEASURED-RATE SERVICE USAGE ALLOWANCE (See Special Condition A.4)	<u>Rate</u> \$ 3.00	
----	--	------------------------	--

¹ Plus Extended Area Service increments as identified in this Schedule.
² Rates applicable to exchanges listed in Schedule Cal. P.U.C. No. AB.
³ To, but not including

BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES

II. RATES - Continued

D. EXTENDED AREA SERVICE MONTHLY INCREMENTS

<u>Exchanges</u>	Monthly Increments Residential <u>Flat or Measured</u>
Blythe 1 party	--
Earp 1 party Lifeline	\$ 0.45 .22
Palo Verde 1 party Lifeline	1.55 .77
Parker Dam 1 party Lifeline	1.10 .55

BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES

III. SPECIAL CONDITIONS

A. General

1. Rates for local calling are applicable to the duration in minutes (rounded upward) of each message originating from a measured-rate line and terminating at a location within the Local (serving) Exchange or within an Extended Service Area as set forth in Schedule Cal. P.U.C. No. A-11.
2. All services listed may be furnished from any central office serving the exchange or district area at the discretion of the Utility.
3. While the Utility's Basic Exchange Access Line Service may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Utility.
4. Individual Line Residence Measured Rate Service Usage Allowance
 - a. Each residential measured-rate service customer will receive an allowance for local calling of \$3.00 per line. If the usage does not exceed the usage allowance, the customer will not be given credit in subsequent billing periods for the unused portion of the usage allowance. (T)
 - b. For accounts to which more than one individual line residence measured rate service is billed, the monthly billing for usage for each account will be the total accumulated usage for the billing period at the rates and discounts as set forth in Schedule Cal. P.U.C. No. A-1 for local calls less the sum of the applicable usage allowances for each line. When the usage does not exceed the sum of the applicable usage allowances, the customer will not be given credit in subsequent billing periods for the unused portion of the usage allowances. (T)
(T)
 - c. Usage allowances are not applicable to message toll calls.
 - d. The usage allowance does not apply to calls on routes for which the customer is subscribing to the Discount Calling Plans.

BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES

III. SPECIAL CONDITIONS - Continued

B. Basic Exchange Access Line Residence Services

1. Residential customers may request conversion from flat-rate basic exchange service to measured rate basic exchange service, or vice versa, to determine the best call rating and billing for their local service.
2. Customers may make up to two (2) subsequent changes (between flat-rate and measured service) within a ninety (90) day period without incurring a Service Order Change Charge for the two (2) changes.
3. The Service Order Change Charge is waived for ninety (90) days from the date customer goes in-service (service turned on in "Initial" or "Move" order) after the initial service install or move is completed.
4. Initial Service Order Charges for new installation or moves are NOT waived, nor is the Service Order Change Charge waived for changes other than the change listed in III.B.2 above.
5. A Service Order Change Charge is applied to the third and all subsequent changes between flat rate and measured basic exchange service during the ninety (90) day waiver period.
6. Basic Exchange Access Line Residence Service includes the basic service elements as defined by D.96-10-066. The basic service elements are as follows: (T)
 - a) Ability to place and receive voice-grade calls over all distance utilizing the public switched telephone network or successor network, which includes the following service elements: (N)
 - 1) Access to single party local exchange service (Flat or measured); (C)
 - 2) Equal Access to all interexchange carriers offering service to customers in a local exchange; (T)
 - 3) Ability to place calls;
 - 4) Ability to receive free unlimited incoming calls;
 - 5) Free touch tone dialing;
 - 6) Voice grade connection to public switched telephone network;
 - 7) Free unlimited access to 911/E911 emergency services;
 - 8) Access to local directory assistance (DA). Each California LifeLine Service Provider shall offer to its California LifeLine subscribers the same number of free DA calls that the California LifeLine Service Provider provides to its non-California LifeLine residential customers.
 - 9) Choice of LifeLine rates and charges for eligible customers;
 - 10) Customer choice of flat or measured rate service;
 - 11) Free provision of one directory listing and white pages telephone directory per year; (T)(C)
 - 12) (D)
 - 13) Access to operator services; (T)
 - 14) Free unlimited access to 800 or 800 like toll free services; (C)
 - 15) Free blocking for 900/976 information services and a one time billing adjustment for 900/976 information related charges; (C)
 - 16) Access to Telephone Relay services as provided for in Public Utilities Code § 2881;
 - 17) Toll free access to customer service representatives for information about California LifeLine, service activation, service termination, service repair and bill inquiries. (T)
 - 18) (D)

BASIC EXCHANGE ACCESS LINE RESIDENCE SERVICES

III. SPECIAL CONDITIONS - Continued

B. Basic Exchange Access Line Residence Services - Continued

6. Basic Exchange Access Line Residence Service includes the basic service elements as defined by D.96-10-066. The basic service elements are as follows: - Continued
- a) Ability to place and receive voice-grade calls over all distance utilizing the public switched telephone network or successor network, which includes the following service elements: - Continued
 - 19) Toll-free access to customer service representatives fluent in the same language (English or non-English) in which the California LifeLine Service was originally sold.
 - 20) Free access to toll-blocking service.
 - 21) Free access to toll-control service, but only if (i) the California LifeLine Service. Provider is capable of offering toll-control service, and (ii) the California LifeLine subscriber has no unpaid bill for toll service.
 - 22) Access to two residential telephone lines if a low-income household with a disabled person requires both lines to access California LifeLine.

(N)

(N)

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
IMPAIRED, SPEECH IMPAIRED, VISION IMPAIRED AND COGNITION IMPAIRED

LIST OF EFFECTIVE SHEETS

<u>Revision</u> <u>Number</u>	<u>Sheet</u>	<u>Revision</u> <u>Number</u>	<u>Sheet</u>
3 rd Revised*	CS A		
Original	TOC A		
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1 st Revised*	2		
1 st Revised*	3		
1 st Revised	4		
1 st Revised	5		

* Denotes Change

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
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SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
IMPAIRED, SPEECH IMPAIRED, VISION IMPAIRED AND COGNITION IMPAIRED

I. GENERAL

APPLICABILITY

Applicable to equipment and services for the deaf, hearing impaired, motion impaired, speech impaired, vision impaired and cognition impaired whether the condition is permanent or temporary.

C.P.U.C. Decision 87-04-027 orders that the Deaf Equipment Acquisition Fund Trust (Trust) shall administer the program for the disabled. Revenue for the Trust comes from the Deaf Equipment Acquisition Fund billing surcharge pursuant to Section 2881 (d) of the Public Utilities Code.

The Trust will provide special equipment or facilities to enable qualified customers or qualified employees of small business customers to use the telephone network. The equipment will be provided at no charge to the subscriber. Qualifications for this program are listed in Special Conditions.

The Trust specifically provides amplifiers, artificial larynx and electrolarynx, speed calling, three-way calling, telecommunication devices for the deaf and speech impaired, touch tone calling and TSPS operator access (one number dialer). In addition, the Trust provides standard special needs equipment and special needs assembly (on a case by case basis) to qualified persons.

Charges incurred by the Utility in connection with providing this equipment and service will be paid for by the Trust.

TERRITORY

Within the boundaries of all exchanges as defined on maps filed as part of the tariff schedules.

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
IMPAIRED, SPEECH IMPAIRED, VISION IMPAIRED AND COGNITION IMPAIRED

II. RATES

- A. In accordance with Resolution T-15504, as of July 1, 1994, the surcharge which funds California Relay Service and other Deaf and Disabled Telecommunication Programs ¹ will apply on customer bills*. (C)

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges to the rates for all end user intrastate services except:

- | | |
|--|--|
| a. California Lifeline Telephone Program access lines, installation, billing and local calls under the California Lifeline Telephone Program allowance | d. customer specific contracts existing on or prior to 9/15/94 |
| b. charges to other certificated carriers for services that are to be resold | e. usage charges for coin-operated pay telephones |
| c. coin sent paid telephone calls (coin in box) and debit card calls | f. directory advertising |
| | g. one-way radio paging |

For a list of the Public Program surcharges and the amounts, refer to the Pacific Bell (d.b.a. SBC California) tariffs.

B. Service Enhancements

Each service enhancement (i.e., Three-Way Calling) for access lines is furnished to those certified disabled individuals, as defined in this tariff Schedule, at no charge to the customer. The tariffed rate for such services and applicable service charges shall be recovered from the Deaf Equipment Acquisition Trust as defined in III.B.1.

1. Three-Way Calling

Motion- and speech-impaired only who use a third party to assist in communicating the telephone message.

Deaf and hearing impaired TTY users only who use two-line Voice Carry Over (VCO) on CRS calls.

Persons with a speech (only) disability.

Persons with a cognitive disability.

* As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

¹ The surcharge for the Deaf and Disabled Telecommunications Program (DDTP) includes the Telecommunications Devices for the Deaf (TDD) and the Telecommunications Placement Interim Committee (TPIC) requirements.

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
IMPAIRED, SPEECH IMPAIRED, VISION IMPAIRED AND COGNITION IMPAIRED

III. SPECIAL CONDITIONS

A. DEFINITIONS

1. Small Business Customer is a business customer who subscribes to five or fewer individual-line, business-class, Basic Exchange Access Line services. (The definition of small business is not meant to exclude qualified individuals whose primary residence is listed under business service. Provision of services is limited to situations where compatibility is technically achievable.)
2. 711 is a nationwide abbreviated dialing code used by persons with hearing and speech disabilities to reach Telecommunications Relay Service (TRS) providers. Access to the California Relay Service via the 711 abbreviated dialing code will be free.

B. GENERAL

1. In 1981, pursuant to the order of the California Public Utilities Commission and the provisions of Section No. 2881 (d) of the California Public Utilities Code, a Deaf Equipment Acquisition Trust (Trust) was established. The Trust recovers costs of providing equipment and services for the deaf, hearing impaired, motion impaired, speech impaired, vision impaired and cognition impaired. The Trust is funded by a surcharge on all telephone customers in the state. The surcharge is applied as a percentage on each subscriber's monthly bill.

Pursuant to state law the surcharge specified under II. RATES will apply on customer bills.* (C)

2. An impairment impeding access to the exchange and toll networks must be determined and certified by a competent authority. A competent authority is defined as:
 - (a) A physician or surgeon who is California licensed, or exempt from such licensing, in accordance with Division 2, Chapter 5, Article 3, of the California Business and Professions Code.
 - (b) A California licensed audiologist or qualified state agency acting within the scope of the license.
 - (c) An authorized representative of agencies approved by the California Public Utilities Commission.
 - (d) Temporarily impaired persons who submit a medical certificate shall be included in the disabled program as long as the person is certified impaired.

*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
IMPAIRED, SPEECH IMPAIRED, VISION IMPAIRED AND COGNITION IMPAIRED

III. SPECIAL CONDITIONS

B. GENERAL - Continued

3. Service under this schedule will apply upon receipt of a completed certification form provided by the California Deaf and Disabled Telecommunication Program (DDTP). A letter from a competent authority (on official letterhead) is acceptable in lieu of the certification portion of the form. However, the customer will be required to complete the remainder of the form.
4. The Utility will verify the information from the original certification with current Utility records. If there is a discrepancy in the telephone number, name and/or address, the customer will be notified, and the existing certificate will be updated or terminated.
5. Where there is no longer a certified handicapped individual on the premises, a business or residence customer must notify the Utility that service under this schedule is no longer required and request the service be disconnected or provided under other appropriate schedules. The charges in Schedule Cal. P.U.C. No. A-41 will not be applicable to this change.
6. Residence customers - The certified person must reside in the household of a customer who is responsible for payment of telephone services provided.
7. Business Customers
 - (a) Small business customers may subscribe to services provided according to the rates and conditions of this schedule as long as the business is operated by or employs individuals who qualify and are certified accordingly.
 - (b) Business customers subscribing to a trunk-line Basic Exchange Access Line service, to more than five individual business lines, or to Customized Multi-line Telephone Service, businesses employing non-paid handicapped workers, and agencies which provide services or products for the handicapped but do not employ handicapped workers may not subscribe to services offered through this Schedule. (T)
8. Telecommunication devices (TDDs) may be used with station lines or with individual Basic Exchange Access Lines. Some telecommunication devices may require individual line service. Charges and rates for all lines will be billed to the subscriber.

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION
IMPAIRED, SPEECH IMPAIRED, VISION IMPAIRED AND COGNITION IMPAIRED

III. SPECIAL CONDITIONS - Continued

9. California Relay Service (CRS)

This service has been implemented by California telephone companies and will enable hearing or speech impaired telecommunications device users to reach all other telephone users within California. The service will relay typed messages by TDD users, through trained communication assistants, to the called party. The system also works in reverse allowing a customer without a TDD to initiate the call. Speech-to-speech assistance is also available.

There is no additional charge for using CRS. The service is available 24 hours, seven days a week and has toll free 800 numbers. Telephone directories will have white page listings for California Relay Service.

All types of calls now in our filed tariffs, including Discount Calling Plans, are available with CRS as long as originating, receiving and billing telephone numbers are within California. Exceptions to this statement is:
Calls to 900 or 976 Service.

(C)
(C)

Billing for long distance calls will be at the rates shown in filed tariffs. Local coin sent-paid calls are provided free of charge.

711 is a nationwide abbreviated dialing code used by persons with hearing and speech disabilities to reach Telecommunications Relay Service (TRS) providers. Access to the California Relay Service via the 711 abbreviated dialing code will be free.

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION IMPAIRED, SPEECH IMPAIRED AND VISION IMPAIRED

APPLICABILITY

This schedule is applicable to processing requests by the Utility for telecommunications devices for the Deaf (TDDs) from schools and private, non-profit, organizations serving the deaf and severely hearing-impaired community in accordance with Commission Resolution No. T-13060.

The Utility shall:

- a. receive the request,
- b. investigate the request,
- c. approve the request if the following requirements are met, or
- d. deny the request,
- e. disburse the TDDs when approved.

The Commission shall continue to process requests from state agencies, or those organizations not clearly meeting the guidelines set forth in this schedule.

SPECIAL CONDITIONS

1. Organizations eligible to receive TDDs shall meet at least one of the following criteria:
 - a. Private, non-profit, not tax-supported, and serve the deaf or severely hearing-impaired on a more than incidental basis. At least 10% of the total clientele of the requesting organization must be deaf or severely hearing-impaired. The requesting non-profit organization will provide services specifically serving the unique needs of the deaf and/or severely hearing-impaired community.
 - b. Schools that are specifically for the deaf. The term "school" refers to both public and private schools.
 - c. Schools that have significant programs for the deaf. A significant program for deaf or severely hearing-impaired students is an established on-going supplementary educational program in addition to the mainstreaming of the student into the regular classroom.
 - d. Private non-profit organizations under contract with the Department of Rehabilitation and the Department of Social Services. The requesting organization will supply to the Utility documentation of the contract existing between Itself and the state agency to establish eligibility.

SERVICES FOR THE DEAF, HEARING IMPAIRED, MOTION IMPAIRED, SPEECH IMPAIRED AND VISION IMPAIRED

SPECIAL CONDITIONS (Continued)

2. The requesting organization shall supply the Utility with any information requested by the Utility. This may include but not be limited to the following:
 - a. The exact nature of the organization.
 - b. The source of funding for the organization.
 - c. The services provided by the organization to the deaf and severely hearing-impaired, the number of clients served, and a schedule of any fees charged for such service.
 - d. The services provided by the organization to persons who are not deaf or hearing-impaired and the relevant proportion of deaf/severely hearing-impaired clients.
 - e. The number of telephone lines in service with which a TDD would be used by the organization.
 - f. The number of organization staff who are deaf or severely hearing- impaired.
3. An Organization which is eligible to receive a TDD must:
 - a. Ensure that there are trained employees available at all duty hours to use the TDD, including backup coverage when the designated individuals are out for any reason.
 - b. Keep TDDs in operating order, plugged in, and ready to use without advance notice.
 - c. Keep one telephone line for use with each authorized TDD.
 - d. Widely circulate the TDD telephone number to constituents of the organization. For example, the TDD number should be printed on all stationery, on business cards, in the telephone directory, and in any other literature of the organization.
 - e. Not use the TDD outside California.
 - f. Not charge substantial fees for its services to the deaf and severely hearing-impaired.
4. The TDD remains the property of the Deaf Equipment Administration Fund (D.E.A.F) Trust and is loaned to the recipient organization for as long as the recipient continues to be eligible and has a need for that TDD.
5. When requested to do so by the Commission, the Utility shall audit organizations which receive TDDs pursuant to this schedule to determine effective use and continued need of authorized TDDs.
6. Compliance with the criteria outlined above will demonstrate that the TDD is being effectively utilized at the minimal acceptable level in the event that the recipient is audited by the Utility under the direction of the Commission.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

LIST OF EFFECTIVE SHEETS

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

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

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INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

I. GENERAL

APPLICABILITY

Applicable to residential and business Basic Exchange Access Services, WATS, 800 Service, Private-Line and Special Access Services.

Special Note:

These terms and conditions define the Local Loop Demarcation Point (LLDP), the Intrabuilding Cable Demarcation Point (INCDP), and the Inside Wire Demarcation Point (IWDP) and supersede all other definitions in Frontier Communications of the Southwest Inc. tariffs as of June 30, 2010.

TERRITORY

Within all exchange areas as those areas are defined on maps filed as part of the tariff schedules.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

II. RATES - Continued

A. Intrabuilding Cable (INC)

1. Consultation and Design For New Installation and Rearrangements
(See Special Condition III.L.3)

a. Each hour or fraction thereof
(See Special Condition III.L.3.b.)

	<u>Technician</u>	Professional Engineer
(1) Weekdays (Weekdays, except holidays 8:00 a.m. to 5:00 p.m.)	\$ 60.00	\$120.00
(2) After Hours (Weekdays 5:00 p.m. to 8:00 a.m. and Saturdays, except holidays)	90.00	180.00
(3) Sundays and Holidays	120.00	240.00

b. Charges for Design Materials/Drawings

Utility provided material price.
Minimum charge is \$50.00
(includes two copies of design)

Rate

ICB

¹ See Schedule Cal. P.U.C. No. A-41 for nonrecurring charges applicable to adding Inside Wire Maintenance (IWM) and to INC Service Agreement Plan.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

II. RATES - Continued

A. Intrabuilding Cable (INC) - Continued

	<u>Rate</u>
2. Installation and Rearrangements of INC	
a. Each hour or fraction thereof (See Special Condition III.L.4.e)	
(1) Weekdays (Weekdays, except holidays 8:00 a.m. to 5:00 p.m.)	\$ 75.00
(2) After Hours (Weekdays 5:00 p.m. to 8:00 a.m. and Saturdays, except holidays)	112.00
(3) Sundays and Holidays	150.00
b. Utility Provided material Prices	ICB
3. Repair and Maintenance of INC	
a. Each hour or fraction thereof (See Special Condition III.L.5.c)	
(1) Weekdays (Weekdays, except holidays 8:00 a.m. to 5:00 p.m.)	75.00
(2) After Hours (Weekdays 5:00 p.m. to 8:00 a.m. and Saturdays, except holidays)	112.00
(3) Sundays and Holidays	150.00
b. Utility Provided Material Prices	ICB

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

II. RATES - Continued

A. Intrabuilding Cable (INC) - Continued

3. Repair and Maintenance of INC - Continued

c. Service Agreement Plan ^{1, 2, 3}

(1) Basic Repair Service

(a) Basic Repair During Office Hours ⁴

An annual rate of 1.5 percent of the capital value of the Intrabuilding Cable (INC) infrastructure or a minimum of \$80.00 per year.

- ¹ See the Product Guide Section 5 for nonrecurring charges applicable to adding Inside Wire Maintenance (IWM) and to INC Service Agreement Plan.
- ² Until August 8, 1998, monthly payment arrangements are available. Customers will be billed for a minimum of one year. Customers may cancel service with a one-month (30-day) notice given to the Utility. The account balance will be calculated based on a prorated monthly amount and refunded to the customer.
- ³ ICB rates are applicable for customers with greater than 900 pairs or for customers who require fixed term contracts for greater than one year.
- ⁴ Office Hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

II. RATES - Continued

A. Intrabuilding Cable (INC) - Continued

3. Repair and Maintenance of INC - Continued

c. Service Agreement Plan ^{1,2,3} - Continued

(2) Intrabuilding Cable - Capital Value Prices ⁴

Cable Length (ft.)	Up to 50 Pair	100 Pair	200 Pair	300 Pair	400 Pair	600 Pair	900 Pair
Up to 100	\$ 1,349	\$ 1,468	\$ 1,659	\$ 2,666	\$ 2,896	\$ 3,287	\$ 4,178
101 - 300	2,867	3,067	3,465	5,470	5,904	6,625	8,379
301 - 500	4,354	4,656	5,261	8,264	8,902	9,951	12,626
501 - 1000	8,457	8,941	10,061	15,890	17,038	18,964	24,046
1001 - 1500	12,495	13,179	14,818	23,514	25,172	27,972	35,464
1501 & longer	16,532	17,418	19,574	31,139	33,307	36,982	46,883

4. Additional Local Loop Demarcation Point (LLDP) Charge Rate
See D&R Rule No. 28, Produce Guide Section 3Service Connection Facilities.

5. Charge for Copies of INC Charts and Diagrams

a. Utility Provided Material Prices ICB

¹ See the Product Guide Section 5 for nonrecurring charges applicable to adding IWMP and INC Service Agreement Plans.
² Until August 8, 1998, monthly payment arrangements are available. Customers will be billed for a minimum of one year. Customers may cancel service with a one-month (30-day) notice given to the Utility. The account balance will be calculated based on a prorated monthly amount and refunded to the customer.
³ ICB rates are applicable for customers with greater than 900 pairs or for customers who require fixed term contracts for greater than one year.
⁴ Prices listed reflect standard installation procedures and conditions for 24 gauge INC cable and apparatus only. Special applications, including but not limited to armored cable, poles, coax, utility-owned due and priced on an Individual Case Basis (ICB).

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

II. RATES - Continued

A. Intrabuilding Cable (INC) - Continued

6. Flexible Rates

This section contains flexible rates for services listed below.

The rates set forth in II.B.1, 2. and 3. above may be raised (not to exceed the maximum) or lowered by the Utility with at least 30 days prior notice to the C.P.U.C. before the effective date. The current rates will be set forth on the following basis.

	<u>Maximum</u>		<u>Minimum</u>	
a. Installation, Rearrangement and Repair of INC				
(1) Each hour or fraction thereof				
(a) Weekdays	\$ 75.00		\$ 70.00	
(b) After hours	112.00		105.00	
(c) Sundays & Holidays	150.00		140.00	
b. Service Agreement Plan				
(1) Rates			Refer to II.B.3.C	
c. Consultation and Design	<u>Technician</u>		<u>Professional Engineer</u>	
(1) Each hour or fraction thereof	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>
(a) Weekdays	\$ 60.00	\$ 55.00	\$120.00	\$110.00
(b) After hours	90.00	83.00	180.00	165.00
(c) Sundays & Holidays	120.00	110.00	240.00	220.00

B. Relocation of the Minimum Point of Entry (MPOE) / Local Loop Demarcation Point (LLDP) on Continuous Multi-Tenant Property. (See Special Conditions H) Appropriate construction charges to be determined per project.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS

A. Definitions

Complex Inside Wire. Telephone wire which connects station components to each other or to common equipment of PBX or Key System

Cross-Connects. There are two types of cross-connects:

1. Utility Network Cross-Connects (UNICs)

Wires that connect the Utility's building entrance terminal to the Utility's network access termination point, e.g., ready access terminals (RATs) or Network Interface Units (NIUs). (These configurations comprise a small portion of the Utility's network.) Such cross-connects do not connect directly to the building owner's access terminal. They need not be altered in order for another Utility to provide service to customers. Therefore, they need not be accessible to other Utilities or the building owner. As a result, such cross-connects are part of the Utility's network. These cross-connects will be identified as UNICs.

2. Service Provisioning Cross-Connects (SPCs)

Wires that connect the Utility's network access termination point to the building owner's access terminal. These are the cross-connects that may be removed or changed when a customer switches from one provider to another. Bridge clips that connect the Utility's network to the building owner's wiring are also SPCs.

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.

Industry Standard Wire/Cable. Wiring which conforms with industry standards and is installed in accordance with National Electrical Code and any other applicable standards or guidelines as identified in Special Condition III.B.3 following.

Intrabuilding Cable. Sheathed cable located on the customer side of the Local Loop Demarcation Point which may run vertically (riser cable) or horizontally (lateral cable) within a building or between buildings.

Lateral Cable. See Intrabuilding Cable

Local Loop Demarcation Point (LLDP). The LLDP is the point at which the Utility's facilities end and the property owner's facilities begin. For copper landline facilities only, the LLDP shall be located at the Minimum Point of Entry (MPOE).

Minimum Point of Entry (MPOE). The MPOE is the closest practicable point to where the Utility's facilities cross a property line or the closest practicable point to where the Utility's facilities enter a building(s).

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS

A. Definitions - Continued

Premises Wire. Customer provided wire between the INC demarcation point and the inside wire demarcation point. Where there is no INC cable, it is that wire between the Utility's local loop demarcation point and the inside wire demarcation point. Premises wire can be either inside wire or intrasystem wire depending on the terminating services and facilities.

Riser Cable. See Intrabuilding Cable

Standard Network Interface (SNI). A type of Utility-owned network interface (isolation device) at which customer-owned facilities are connected to the telephone network.

Utility Provided Material Prices. Utility material charges include but are not limited to cost of material, taxes, freight charges and delivery to the customer premise.

B. General

1. The services offered in accordance with this Schedule are optional services. Arranging for installation, maintenance, and repair of cable, wire, jacks, and distribution terminals is the responsibility of the building owner. A building owner may choose a source for installation, maintenance, and repair other than the Utility.

Building owners who are not also subscribers will be subject to all legal remedies for non-payment including reasonable attorney fees and court costs.

2. The Utility will not be required to provision its services over INC cable that does not meet national, state, and local industry minimum safety, transmission, installation, and material quality standards. INC cable shall meet the technical specifications and standards such as those outlined by the following industry groups:

- American National Standards Institute (ANSI)
- National Electric Code (NEC)
- Underwriter's Laboratories (UL)
- Building Industry Consulting Service International (BICSI)
- American Society for Testing and Materials (ASTM)
- Institute of Electronics and Electrical Engineers (IEEE)
- Electronic Industries Association (EIA)/
- Telecommunications Industries Association (TIA)
- National Electrical Manufacturer's Association (NEMA)
- Insulated Cable Engineering Association (ICEA)
- National Electrical Safety Code (NESC)
- National Recognized Testing Laboratories (NRTL)

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

B. General - Continued

3. INC cable products shall be manufactured to, and used in accordance with, industry standards as identified in this section and shall be installed in accordance with local building codes and shall have the minimum industry rating for the application, e.g., CMR or higher for riser application.
4. If a customer requests, the Utility will, where possible, repair or replace substandard cable to meet the established industry standards. The charges for labor and material will be paid by the customer.
5. Demarcation locations will not be established on floating boat slips, piers, or docks.
6. The property owner shall be responsible for providing all appropriate facilities to allow installation of network facilities, including equipment rooms, wiring closets, wall space, mounting surface, lighting, and power outlets required for terminating network facilities. If a property owner does not provide sufficient termination facilities, network services will not be provided to tenants. If existing facilities lack sufficient power and/or space, new services will be provisioned as close as possible to the existing demarcation point.
7. Where a customer is so located that it is necessary to use private right-of-way to furnish service on continuous property, the customer will be required to pay the entire cost of serving and retaining such right-of-way. The customer will be required to pay all other costs associated with placing facilities to include but not limited to environmental requirements, easements, and changes required by building code.
8. Property owners are responsible for the security of and safety conditions surrounding Utility-owned facilities located on their property.
9. The property owner is responsible for placing all conduit for wire and cable.
10. For safety reasons, orders for service at hazardous locations will be treated on an individual basis and demarcation points negotiated accordingly. Hazardous locations include power substations and mines. (Certain fault conditions at a power substation can develop hazardous voltages at significant distances from the source and mines always have a potential for explosive or poisonous atmospheres.)

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

B. General - Continued

11. INC coverage does not include or imply that cable between buildings/units will be replaced under this maintenance agreement. The customer is responsible for:
- a) Trenching under driveways, patios, etc.
 - b) Exposing buried/underground cable at defective location.
 - c) Replacement of defective cable.
 - d) Miscellaneous expenses associated with the above.
 - e) Major rearrangements resulting from damage to building/unit due to flood, fire, etc.
 - f) Replacement of exhausted cable.

Exhausted cable means working pairs plus manufacturer-defective pairs (non-repairable).

The maintenance agreement excludes damage caused by catastrophic loss (fire, flood, or other acts of nature) or the willful neglect of the building owner or agent. The Utility will perform restoration services for these damages under terms, conditions, and rates from Section II.C.3.A. Maintenance and Repair of INC.

12. Frontier Communications of the Southwest Inc., will not continue to maintain INC, which the property owner has altered, added to, or otherwise tampered with.
13. Availability of Utility personnel for after hours and holiday work for Intrabuilding Cable Services is at the discretion of the Utility.

C. Intrabuilding Network Cable (INC)

1. General

Installation, design and maintenance of INC is available for all types of buildings. The customer under this portion of the tariff would be the building owner/landlord/agent who is not necessarily the subscriber to any particular Utility network service.

Arranging for installation, rearrangements, and repair of intrabuilding cable, inside wire, and jacks is not the responsibility of the Utility. A customer may choose a source for installation, rearrangements, and repair other than the Utility. Where there are not other vendors available, such as in rural areas, the Utility will be the provider of last resort.

The Utility is granted the right of access to the customer-owned/provided cable and the right to use pairs in such cable without charge to enable the Utility to provide and maintain the Utility's network services.

If the building owner does not allow the Utility the right to use sufficient pairs in customer-owned/provided cable without charge, or does not request that the Utility install the necessary cable to serve the Utility's subscribers, the Utility is not required to provide network services to reach such subscribers.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

C. Intrabuilding Network Cable (INC) - Continued

1. General - Continued

The Utility shall charge for installing and rearranging intrabuilding riser and lateral cable. The Utility will provide estimates of charges to applicants.

The Utility shall charge for repair of riser and lateral cable. The Utility is not responsible for the repair of any inside wire, riser and lateral cables which do not meet industry standards as specified in Special Condition III.B.3.

2. In Place INC

In Place INC is cable installed prior to August 8, 1993.

As of August 8, 1993, the responsibility for maintenance of INC is transferred to the building owner together with its associated protective apparatus, terminal rooms, connecting blocks, and frames in "as is" condition without any representation as to quality or fitness. Further, the "as is" condition is without expressed or implied warranties as to merchantability; fitness for a particular purpose; permanence of right of way, easement, or locations; or any other matter whatsoever.

At the end of the five year amortization, from August 8, 1993, title and ownership of INC and associated protective apparatus and connecting blocks is transferred to the building owner.

Ownership of facilities not detailed in the preceding paragraph such as poles and conduit structure, shall remain with the Utility. Where no longer required by the Utility, these facilities may be priced for sale on an individual case basis.

The Utilities will have until August 31, 1998, to designate the primary INC Demarcation Points in at least a majority (51%) of the buildings and properties with respect to which construction or renovation has been completed prior to August 8, 1993. In the interim, the utilities will assist building owners, at no charge, to designate the primary Demarcation Point. The utilities will designate the primary Demarcation Point for new or renovated buildings or properties upon completion of construction.

All building owner requested rearrangements, changes, and removals required to separate the relinquished facilities from the Utility's network shall be performed by the Utility. Charges for installation and rearrangement of INC are applicable and shall be paid by the customer.

The Utility may further recover any extraordinary costs incurred during any special removal procedures requested by the customer. Costs shall be recovered based on current labor and material prices.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

D. Demarcation Points

1. The Local Loop Demarcation Point (LLDP)
 - a. The purpose of the Local Loop Demarcation Point is to separate the responsibility of the Utility from the responsibility of the building owner/customer by:
 - (1) designating the end of the network facility, thus the end of the local loop
 - (2) defining the beginning of the INC or inside wire provided by either the building owner or the Utility
 - b. The Local Loop Demarcation Point 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 Utility.
 - c. The Local Loop Demarcation Point will be located at the minimum point of entry, except as set forth in III.F.4. The Utility will not be required to place LLDPs on more than one floor in a multi-story building.
 - d. The LLDP shall be accessible to the Utility at all times (twenty-four hours a day).
 - e. Non-Utility installers are not permitted to install (IL-DP) demarcation devices absent an agreement with the Utility.
2. The Intrabuilding Demarcation Point (INCDP)
 - a. The purpose of the Intrabuilding Demarcation Point is to separate the respective responsibilities of the building owner for providing INC from the end user's (subscriber's) responsibility for IW, jacks, and customer premises equipment by:
 - (1) designating the end of the INC
 - (2) defining the beginning of simple or complex IW
 - b. The INCDP will be located at the distribution terminal on each floor except as set forth in III.F.4.
3. The Inside Wire Demarcation Point (IWDP)
 - a. The purpose of the Inside Wire Demarcation Point is to separate the responsibility of the IW vendor from the responsibility of the CPE vendor by:
 - (1) designating the end of the IW
 - (2) defining the beginning of the CPE facility

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

D. Demarcation Points - Continued

4. Exceptions to Demarcation Points (III.F.1, III.F.2, and III.F.3)

a. 911 Service

The Local Loop Demarcation Point will remain at the Utility provided CPE for all new and existing Utility provided E911/911 services. E911/911 services utilizing non-Utility provided CPE will be provisioned as shown in III.F.1 preceding.

b. Non-Modular Disabled Services

Where non-modular CPE is provided by the Utility in accordance with FCC/CPUC rules, the Local Loop Demarcation Point is located at the CPE.

c. Mobile Home Parks

As defined in Schedule Cal. P.U.C. No. D&R, shall not be considered Continuous Property. Instead, the Utility shall provide service to mobile home parks in a manner consistent with the provision of service to residential subdivisions containing detached, single-family homes.

d. Direct Feed Cable

Direct Feed Cable: If a property owner desires an additional Local Loop Demarcation Point 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 know as "direct feed"), the owner will be required to pay for the additional network cable and network facilities through special construction charges in accordance with the Utility's exchange tariffs. In particular, additional LLDP's cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location, i.e., from one building to another.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

D. Demarcation Points - Continued

4. Exceptions to the Above Mentioned Demarcation Points 1, 2, and 3. - Continued

e. Fiber Optic Cable

The demarcation points noted shall apply to copper-landline facilities only.

f. Carrier Points of Presence (POP)

This tariff schedule shall not be construed to apply to access services provided to other common carriers, including access services provided to interexchange carriers, local exchange carriers and radio carriers (both private carriers and common carriers as defined by applicable Federal Communication Commission regulations). However, this tariff schedule does apply to exchange services provided to utilities, including interexchange carriers, acting in their capacity as end users of access services.

g. Specific Power and/or Space Requirements

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

h. Exception to Continuous Property Provisions

Notwithstanding other provisions in Special Condition G, at the request of a property owner, the Utility may waive the designation of a single Local Loop Demarcation Point for a continuous property if, due to the unique characteristics of the property, a single Local Loop Demarcation Point would create a hardship for the property owner and/or the utility. Examples of such continuous property include (a) national, state and local parks, beaches, highways, harbors and similar publicly owned property and (b) railroad rights of way and extensive privately owned tracts of land

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

D. Demarcation Points - Continued

4. Exceptions to Demarcation Points (III.F.1, III.F.2, and III.F.3) - Continued

h. Exception to Continuous Property Provisions - Continued

with developed communities (e.g., Marina del Rey and similar privately owned property.) The Utility will treat land within the boundaries of privately owned 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 or will contain multiple buildings, as continuous property in accordance with all of the continuous property provisions as defined in Schedule Cal. P.U.C. No. D&R.

This special condition is not intended in any way to waive the unbundling of INC and NTW in each building, as provided for elsewhere in this tariff schedule.

E. Location of Demarcation Points on Continuous Property

1. For new continuous property, regardless of type of use, the location of the Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the Utility and the property owner. Where no agreement can be reached, the Utility will designate the location of the Local Loop Demarcation Point. The customer must provide adequate termination facilities in accordance with the tariff. In the event the property owner does not provide such adequate termination facilities, the Utility will not provide network service to subscribers located on the property of the owner at that location.
2. For existing continuous property, the Utility will designate the main distribution terminal which is the Local Loop Demarcation Point, for each Local Loop serving the property, for purposes of unbundling of INC in each building. Where there is no 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 arrangements and/or additional plant is required after August 8, 1993. At that time, the Utility will treat such property as new continuous property.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

E. Location of Demarcation Points on Continuous Property - Continued

3. If a continuous property owner desires additional LLDP's 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 in accordance with Schedule Cal. P.U.C. No. D&R, Rule 34. Additional LLDP cannot be used to extend any cable pairs serving from any LLDP from one location to another location. Only one LLDP per property will be provided by the Utility at no charge.

F. Relocation of the Minimum Point of Entry (MPOE) / Local Loop Demarcation Point (LLDP) on Continuous Multi-Tenant Property

1. The Utility shall relocate the MPOE/LLDP as requested by the property owner, or his or her agent only, provided that the following conditions are met:
 - a. The property owner agrees, and has the ability, to pay for all relocation expenses reasonably incurred.
 - b. Relocation is technically feasible. (The Utility bears the burden of proving technical infeasibility.)
 - c. Relocation is not prohibited by applicable local, state or federal laws, rules or regulations.
2. The charges for the relocation of the MPOE/LLDP will depend on each individual project. The cost of the project will include the engineering study costs, loaded labor costs, materials, necessary permits, and applicable taxes to complete the project.
3. The property owner, or his or her agent, will be required to pay the Utility's estimated total cost of the construction in advance. These charges are nonrefundable. Any difference between the amount advanced and the actual cost shall be remitted by the customer or refunded by the Utility, as the case may be, within 60 days after the customer is mailed notification of the actual cost or completion of the Utility's construction, respectively.
4. The estimated costs of the construction is valid for a period of 60 days from the date of presentation to the property owner, or his or her agent.
5. To the extent that the relocation of the MPOE/LLDP results in Utility property being transferred to the property owner, the Utility shall charge the property owner the net book value (recorded cost less accumulated depreciation) of the property.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

G. Service Provisioning Cross Connects (SPCs)

1. SPCs shall be owned by the facilities-based carrier that provides service to the customer.
2. In the case of customers served by resellers, the underlying facilities-based carrier shall own the SPCs.
3. Utilities shall not remove or disconnect SPCs if it will result in a violation of Public Utilities Code Section 2883.
4. Whenever a Utility removes another carrier's SPCs, it shall do so in a safe manner that causes no harm to another carrier's facilities.
5. There are building configurations that have no building access terminals. In these cases, the inside wire runs from the customer's equipment directly to the Utility network access termination point. No SPC is utilized.

H. Serving Arrangements for Property Under Development

The utility 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 utility 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 utility 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 utility will not reimburse any special construction charges previously paid in connection with such properties.

I. Access to the Network

1. Responsibility for the protector (and its associated grounding) on the network side of the Local Loop Demarcation Point rests with the Utility. The customer or building owner is responsible for consequences resulting from erroneous wiring or cabling procedures conducted under his or her direction on the INC or IW.
2. Connection of wiring and terminal equipment to the telephone network may be made through a jack conforming to FCC Part 68, Subpart F. Connection of complex inside wiring to the Utility's network shall be in accordance with FCC Part 68, Subpart C of the FCC Rules and Regulations.
3. Access to INC will be accessible to the Utility at all times (twenty-four hours a day).
4. The Utility is granted the right of access to INC and the right to use pairs in such cable without charge to enable the Utility to provide and maintain those Utility Network Services.
5. When practical, the Utility will notify a building owner or landlord if access to INC is necessary.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

J. Descriptions of Building Types, Continuous Property and Ownership

The date which determines whether a building is new, existing or fully renovated will be August 8, 1993. (The effective date of the implementation of the unbundling of the INC.)

"Fully Renovated Buildings" are those 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.

1. Building Types

- a. Multi-story
A building with more than one floor or level
- b. Multi-unit
A building that has multiple tenants
- c. Single story
A building with one floor or level, excluding basements and garages or other parking facilities

2. Building Usage

a. Residential

(1) Single Family: Multi-story and Single story, but not Multi-unit:

A dwelling entirely occupied by one family or individuals functioning as one domestic household. Private garages, caretakers' quarters, and other locations such as private laundries, patios, garden houses, and private swimming pools that are part of the family's domestic establishment and used as part of the single family residence are considered part of the premises where located on the same continuous property.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

J. Descriptions of Building Types, Continuous Property and Ownership - Continued

2. Building Usage - Continued

a. Residential - Continued

(2) Multi-family: Multi-unit, Single story, or Multi-story or Both

A dwelling occupied by more than one family or more than one individual functioning as one domestic household. Examples include apartments, condominiums, town houses, and duplexes.

b. Commercial

(1) Single Tenant Commercial: Multi-story and single story, but not Multi-unit:

A building entirely occupied by one business customer.

(2) Multi-Tenant Commercial: Multi-unit, Multi-story, Single Story or Both:

A building occupied by more than one business customer.

c. Mixed Residential and Commercial: Multi-unit, Multi-story or Single Story:

A building occupied by both residential and business customers.

K. Isolation

Where an isolation device (SNI) is present, the Utility shall notify the customer/building owner that to isolate trouble on the customer side of the LLDP, a charge will be applicable. A premises visit charge ¹ will not apply if it is determined that the fault is within the Utility's network in accordance with Decision No. 04-05-058.

At the same time the Utility will advise the customer/building owner that they may choose alternatives to this, such as performing the isolation themselves or having another vendor perform the function.

Where no isolation device (SNI) has been installed, there will be no charge for a premises visit ¹, or for isolating the location (inside wire, network or customer premises equipment) of the trouble in accordance with Decision No. 04-05-058.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

L. INC Service Offerings

1. The Utility may provide the following services for Intrabuilding Cable (INC).
 - a. Consultation and Design For Installation and Rearrangement of INC
 - b. Installation and Rearrangement of INC
 - c. Repair and Maintenance of INC
 - d. Additional Local Loop Demarcation Point (LLDP)
 - e. INC Cable and Diagram Service

2. Terms and Conditions
 - a. A firm order for service shall include all necessary information for the Utility to provide and bill for requested service(s). The Utility shall reflect the billing for this work on forms "Instructions for Billing-General and Instructions for Billing-Material". The Utility will provide an estimate of charges for the requested service(s). Once the charges have been accepted, the total charge to the customer will not exceed the estimate by more than 10% unless the additional charges are as a result of changes requested by the customer. After the charges are accepted by the customer, a cancellation fee that will include any cost or expense incurred by the Utility between the time of acceptance of charges and the completion of services ordered, will be the responsibility of the customer. In the event the actual charge is less than the estimate, the customer will be billed the actual amount.
 - b. The applicant is responsible to make suitable arrangements with all affected parties for the Utilities employees to enter and work on INC cable for all services ordered.
 - c. The Utility warrants that its service(s) will be performed in accordance with the standards established in this schedule. The Utility guarantees all parts and equipment against defects, including labor to replace the parts and equipment for a period of one year from the date of installation.
 - d. Other than the warranty set forth above, the Utility disclaims all other warranties, whether expressed or implied, not limited to but including warranties of merchantability and fitness for a particular purpose.
 - e. For the purposes of this tariff, INC is limited to copper facilities and associated materials and equipment. Customer requests for other types of facilities, such as fiber or coaxial cable are available on an individual case basis.

¹ As found in Schedule Cal. P.U.C. No. V-1.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

L. INC Service Offerings - Continued

2. Terms and Conditions - Continued

- e. Installation of services are at the rates, terms and conditions found in other schedules of the Utility. Availability of Utility personnel for after hours and holiday work for Intrabuilding Cable Services is at the discretion of the Utility.

3. Consultation and Design Service

- a. Consultation and design service may include:

Review and recommendation of designs for initial building telecommunications infrastructure and rearrangements for existing buildings.

Review of design and parameters of the services projected for use at the property.

Review and recommendation of building facilities needed including floor space, power, terminal sizing and access, conduit/supporting structure size and placement, and future growth requirements.

Review and recommendation of cable type, size, and service application.

Review and recommendation of alternative serving arrangements.

Documentation of designs, including architectural cabling plans, cable location drawings, and projected facility transmission parameters.

Development of Request for Proposal (RFP).

- b. Charges for Consultation and Design Service will be applied toward the total cost of installation and rearrangement of INC if the customer places a firm order with the Utility for Installation or Rearrangement Service. Charges will be based on an hourly rate per technician, but will be billed on a cumulative hour(s) basis.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

L. INC Service Offerings - Continued

4. Installation and Rearrangements of INC

- a. The Utility will install new INC cable within a customer's building(s). This cable may be installed in new buildings or to replace or supplement existing cable. The Utility will provide maps documenting the Utility installed cable type, terminal type and location, pair count availability and test parameters upon completion of the installation.
- b. The Utility will rearrange INC cable and associated demarcation points within a customer's building(s). The Utility will remove accessible INC cable and its demarcation points as directed by the customer.
- c. The Utility will offer a Consultation and Design service for rearrangements as described in III.N.3.
- d. The customer¹ will pay 50% of the estimated installation fee upon the work start date and the remainder after the work is completed. At the Utility's discretion, provisions found in Schedule Cal. P.U.C. No. D&R, Rule No. 42, Extended Payment of One-Time Charges for Business Services, may apply. The payment of charges for the services offered under this tariff schedule transfers ownership of the installed facilities to the customer.
- e. The charges for Installation and Rearrangements of INC commence after a customer accepts the charges as specified in this Schedule. Charges will be based on an hourly rate per technician, but will be billed on a cumulative hour(s) basis.
- f. The Utility may install customer provided cable at the Utility's option, provided the cable meets industry standards as specified in Special Condition III.B.3.

¹ Government entities as defined in G.0.96A, Section X, are excluded from the advance payment requirement of this paragraph.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

L. INC Service Offerings - Continued

5. Repair and Maintenance

- a. At the request of the building owner, the Utility will provide repair and maintenance service for INC which include common maintenance and restoration for working pairs covered by agreement. Under this agreement, restoration will consist of the necessary repairs up to 10% (each incident) of the capacity of the cable. Necessary repair of cable pairs in excess of 10% will be provided under Repair and Maintenance of INC rates, in II.C.3.A. The maintenance agreement excludes damage caused by catastrophic loss (fire, flood, or other acts of nature) or the willful neglect of the building owner or agent. The Utility will perform restoration services to these damages under its Repair and Maintenance of INC rates in II. C.3.A.
- b. Per visit, repair and maintenance charges will be based on a per hour rate per technician, but will be billed on a cumulative hour(s) basis. The charges for Repair and Maintenance commence after a customer accepts the charges as specified in this schedule. Charges for materials used are in addition to the per hour charge.
- c. A Service Agreement Plan will be offered on a monthly basis at a monthly rate determined by contractual agreement until August 8, 1998. This service can be cancelled by the customer with a one-month (30-day) notice given to the Utility. The account balance will be calculated based on a prorated monthly amount and refunded to the customer. This service is only offered to building owners whose INC meets the accepted industry standards as described in this schedule. Substandard INC must be brought within industry standards by the building owner or by the building owner's request for the Utility to install INC in accordance with III.N.4 of this schedule. Unusual repair requirements and record corrections will be charged at the hourly and material repair and maintenance rates as shown in Section II.C.3.A. The Utility reserves the right to discontinue the service agreement plan upon 30 days written notice.

6. Additional LLDP Locations

The Utility will provide additional LLDPs at the building owner's request at the rates, terms and conditions found in Schedule No. D&R, Rule 34 for Special Construction. The Utility, where feasible, will install an aerial drop from an existing utility pole that supports existing Utility provided telecommunications services to serve a COPT line where the line is located within 25 feet of the pole. The charge for the drop will be included in the premise visit charge found in Cal. P.U.C. No. A-41.

7. INC Cable and Diagram Service

The Utility will provide copies of existing cable maps and diagrams to the customer based on the rates shown under II.C.3.5.A. Charges to the customer for the establishment and design of new cable maps not in existence, are based on rates shown under II.C.1.B.

INSIDE WIRE, INTRABUILDING CABLE, NETWORK FACILITIES AND ASSOCIATED DEMARCATION POINTS

III. SPECIAL CONDITIONS - Continued

L. INC Service Offerings - Continued

8. INC Cable Maps

- a. Until August 8, 1998, Shareholders shall assume the costs for INC repairs of individual property owners who have requested INC cable maps, but do not receive it within 90 days of the request for owners of continuous property, and within 60 days for owners of all other types of property. Such information shall be limited to requests for cable maps for existing buildings with in-place INC cable installed by Frontier Communications of the Southwest Inc., prior to August 8, 1993.
- b. The Utility's liability for repairs shall begin no sooner than 90 days from August 4, 1993 for continuous property or 60 days from August 4, 1993 for all other types of property, notwithstanding the date of the property owner's request. Property owners shall be responsible for demonstrating the date of receipt for their request by using certified mail or other verifiable methods of dating their requests.

TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

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TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

I. GENERAL

APPLICABILITY

Applicable to National Security Emergency Preparedness (NSEP) services which are those services deemed critical to the maintenance of a state of readiness or the response to and management of any event or crisis which causes or could cause harm to the population, damage property or threaten the security of the United States. Applicability to public switched services is limited to those services (such as local access lines, centrex, FX, WATS) that the Utility is able to provision or restore on a priority basis.

TERRITORY

Within the exchange area of all exchanges, as the exchange areas are defined on maps filed as part of the tariff schedules of this Utility.

II. RATES

Rates and Charges

The following rates and charges are in addition to all other rates and charges that may apply for other services offered under this tariff which operate in conjunction with the TSP System.

	<u>NRC</u>	Monthly Rate
Establishment of TSP Service, per circuit / line	\$ 14.50	-
Restoration Priority	-	\$ 4.90
Provisioning Priority	(See below)	(See below)

There are two basic levels of priority provisioning:

1. Emergency (provisioning priority "E")
2. Essential (provisioning priority 1, 2, 3, 4 or 5).

(a) Emergency Provisioning

The Utility will take immediate action to provide the requested service at the earliest possible date.

(b) Essential Provisioning

The Utility will adjust its available resources to meet the customer's requested due date. To calculate the Additional Labor charges, the Utility will keep track of the additional labor hours used to meet the request of the customer and bill the customer at the applicable Additional Labor charges.

TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

III. Special Conditions

A. Description of the Service

The Telecommunications Service Priority (TSP) System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. The TSP system applies only to NSEP services, includes Switched and Special Access facilities and local exchange and intrastate services and provides the Utility with a guide to the sequence in which services are to be provisioned and/or restored.

The Utility currently has Special Access/private line circuits classified as Restoration Priority (RP). These facilities will maintain their RP designation and priority treatment until either converted by the customer to the TSP system, or March 10, 1993, whichever occurs first.

All facilities that can be identified by a unique circuit identifier can be provisioned for TSP service by the Utility.

B. Obtaining TSP Service

The Executive Office of the President is empowered with the authority to receive, evaluate and process requests for NSEP TSP services. The Executive Office of the President, through the TSP Program office as its administrative branch, makes the priority level assignments and issues the TSP authorization code reflecting the priority assignment associated with a request. The customer initiates the request for TSP service from the TSP Program office through an agency of the federal government. The customer provides the TSP authorization code, in addition to all the other details necessary to complete the order, and submits to the Utility for appropriate action.

The TSP authorization code, assigned on a per service basis, consists of a 12-character field, a nine-character control ID followed by a dash and a two-character field specifying the priority level assignment. Its structure is as follows: TSPxxxxn-yy

The "x"s contain a sequence number unique to each TSP authorization code and the "n" is a one character alphanumeric check digit. The first "y" contains the provisioning priority level assignment and the second "y" contains the restoration priority level assignment.

C. Establishment of TSP Service

The nonrecurring charge (NRC) applies when facilities/ services are ordered with provisioning and/or restoration priority. If both are ordered at the same time, only one NRC is applicable. The specified NRC is also applicable for orders specifying priority changes. The monthly rate is associated with only the administration and maintenance of the TSP System for restoration priority service.

The minimum period for restoration priority service is one month.

TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

III. Special Conditions - Continued

D. Restoration Priority

By obtaining a TSP authorization code for restoration priority, the service is classified as being among the nation's most important NSEP telecommunication services.

The Utility will restore these services before service without restoration priority assignments in the order of priority assignments. Acceptable values are: 1, 2, 3, 4, 5 or 0 with the value "1" being the highest priority.

When the Utility recognizes a TSP as being out of service, unusable or upon receipt of a trouble report, available resources will be dispatched to restore the service as quickly as practicable. A priority value of 1, 2 or 3 requires dispatch outside normal business hours if necessary to restore the service. A priority value of 4 or 5 only requires dispatch outside of normal business hours if the next business day is more than 24 hours away. If the value "0" has been assigned, then no restoration priority is applicable to this service.

E. Provisioning Priority

If the customer requires service within a shorter time interval than the Utility can provide, and the requested service qualifies for NSEP, the customer may elect to invoke NSEP treatment and obtain the appropriate provisioning priority assignment from the TSP Program office. Acceptable assignment code values are: E, 1, 2, 3, 4, 5 or 0.

The assignment of the value "E" implies the service has the most critical provisioning requirements and the Utility will treat accordingly. The Utility will take immediate action to provide the requested service at the earliest possible date.

The assignment values of 1, 2, 3, 4 and 5 are treated as essential service priorities and the Utility will adjust its available resources to meet the customer's requested due date. The value of "0" implies no provisioning priority.

F. General Customer Obligations

1. In all instances, the customer is responsible for obtaining the appropriate TSP authorization code and providing that code to the Utility. The code may be submitted verbally and the Utility will accept such verbal notification, however, the customer must submit written confirmation to the Utility within two working days. If written confirmation is not received within two working days, all applicable rates and charges become immediately due and payable and the requested TSP priority is revoked.
2. The customer for TSP service must be the same customer for the facilities/services with which it is associated.
3. All points of a multipoint service configuration must have the same restoration priority assignment and must satisfy the requirements of that assignment.
4. In obtaining TSP service, the customer consents to the release of certain information by the Utility to the federal government in order to maintain and administer the TSP System. Such information includes: the customer's name, telephone number and mailing address, the TSP authorization code and the circuit or service ID number associated with the TSP service.

TELECOMMUNICATIONS SERVICE PRIORITY SYSTEM

III. Special Conditions - Continued

F. General Customer Obligations - Continued

5. The customer when invoking NSEP treatment, recognizes that quoting charges and obtaining permission beforehand will cause unnecessary delays and, as a result, grants the Utility the right to quote charges after provisioning of the service.
6. The customer must request and justify revalidation of all priority level assignments at least every three years.

G. Obligations of the Utility

1. The Utility will provision and/or restore service having TSP authorization codes before other services. (Any facilities currently classified as RP will continue under that classification and be afforded priority treatment until the facility is converted to TSP service by the customer or until March 10, 1993, whichever occurs first.)
2. The Utility will work TSP services in the order of their priority level assignments. The priority sequence is as follows:
 - Restore TSP services assigned restoration priority 1
 - Provision Emergency (E) TSP services
 - Restore TSP services assigned restoration priority 2, 3, 4 or 5
 - Provision TSP services assigned provisioning priority 1, 2, 3, 4 or 5
3. The Utility will work cooperatively with other providers of NSEP service when only a portion is provided by the Telephone Company to ensure "end-to-end" service.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

LIST OF EFFECTIVE SHEETS

Revision		Revision	
Number	Sheet	Number	Sheet
1st Revised*	CS A		
Original	TOC A		
Original	1		
Original	2		
1st Revised*	3		
Original	4		
Original	5		
1st Revised*	6		
Original	7		
Original	8		
Original	9		
Original	10		
Original	11		
Original	12		

* Denotes Change

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

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PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

I. GENERAL

A. APPLICABILITY

Applicable to all Private Switch providers within Frontier Communications of the Southwest Inc., serving territory as defined by maps filed in Schedule Cal. P.U.C. No. AB.

B. DESCRIPTION OF SERVICE

9-1-1 is a single three digit telephone number which connects the calling party with a Public Safety Answering Point (PSAP) for the purpose of requesting emergency help related to public safety.

Enhanced 9-1-1 (E9-1-1) is the provisioning of 9-1-1 Service with the additional features of Automatic Number Identification (ANI), Automatic Location Identification (ALI), and Selective Routing (SR).

Private Switch Enhanced 9-1-1 Service (PS 9-1-1 Service) is an optional service offering which enables ANI and ALI to be provided to a Public Safety Answering Point (PSAP) by 9-1-1 calls originating from Station lines served by a Private Switch (PS) (under Direct Inward Dialing Service). The station lines are directly accessible to/from the Public Switched Network and are served by a Private Switch.

When a customer requests services not covered by this tariff, rates from other appropriate tariffs of the Company shall apply. If no such tariff exists, the services may be provided on an individual case basis (by contract) where facilities and operating conditions permit. An ICB may also be required when conditions, terms and/or rates, as set forth in this tariff, may not be appropriate due to unique circumstances.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

I. GENERAL - Continued

C. DEFINITIONS

9-1-1 Customer

The 9-1-1 Customer is defined as the State of California or its authorized local emergency service agency (i.e., a county).

9-1-1 County Coordinator

A person responsible for administering the county 9-1-1 Master Street Address Guide (MSAG) additions and changes. The County Coordinator works with the Private Switch (PS) Provider Site Administrators to insure that all their addresses are in compliance with the county MSAG, and with the Company to report MSAG changes and any identified errors in the ALI/Selective Routing Database.

Automatic Number Identification (ANI)

ANI is a 9-1-1 feature that identifies and displays the number of a telephone that originates a 9-1-1 call.

Automatic Location Identification (ALI)

ALI is a proprietary database developed for E9-1-1 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address.

Database Records

See Automatic Location Identification (ALI).

Enhanced 9-1-1 Service (E9-1-1)

E9-1-1 Service is a telephone communication service which will automatically route a call dialed 9-1-1 to a designated Public Safety Answering Point (PSAP) attendant and will provide to the attendant: the calling party's telephone number, and when possible, the address from which the call is being placed, and the emergency response agencies responsible for the location from which the call was dialed.

Enhanced 9-1-1 (E9-1-1) Trunk

A dedicated line, trunk or channel between two central offices or switching devices for the purpose of providing a voice and signalling path for 9-1-1 calls.

Master Street Address Guide (MSAG)

MSAG is a database defining the geographic area of an E9-1-1 service. It is structured to include an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the Counties or their agents to Frontier Communications of the Southwest Inc.,.

National Emergency Number Association (NENA)

NENA is an association with a mission to foster the technological advancement, availability and implementation of 9-1-1 and E9-1-1.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

I. GENERAL - Continued

C. DEFINITIONS - Continued

P.01 Transmission Grade of Service

P.01 Transmission Grade of Service is a trunk facility provisioning standard with the statistical probability that no more than one call in 100 shall be blocked on the initial attempt during the average busy hour.

Point of Concentration

Point of Concentration is a company intermediate Central Office or connection point between the Private Switch and the E9-1-1 Selective Router. This point is capable of connecting (tandeming) the E9-1-1 Trunks from the Private Switch to the E9-1-1 dedicated trunks, which already exist, from the Point of Concentration to the E9-1-1 Selective Router.

Private Switch (PS)

Private Switch refers to a Flexible Telephone System for a business or organization which provides a group of telephone users connection to a common group of exchange lines. Dialing an access code (e.g., 9) connects the individual user's phone to the public switched network. (T)

Private Switch (PS) Provider

A PS Provider is a private entity that provides telephone service to a group of residential or business end users.

Private Switch (PS) Provider Site Administrator

A person employed by the Private Switch (PS) Provider, or acting as an agent for the PS Provider, to administer telephone assignments, create the PS ALI database and transmit the records to the Company.

Public Safety Answering Point (PSAP)

A PSAP is the public safety communications center where 9-1-1 calls placed by the public for a specific geographic area will be answered.

Selective Routing

Selective Routing is a service which automatically routes a 9-1-1 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 9-1-1 irrespective of the telephone company exchange or wire center boundaries.

Serving Central Office

The Serving Central Office is the local Central Office from which a PSAP is served.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

II. TERMS AND CONDITIONS

A. SERVICES

E9-1-1 Trunk

Frontier Communications of the Southwest Inc., shall provide a minimum of two E9-1-1 trunks or that quantity which will maintain a minimum of P.01 transmission grade of service as required by the State of California 911 Program Office. These trunks will be dedicated to routing 9-1-1 calls from the Private Switch to a selective router at the Frontier Communications of the Southwest Inc., central office serving a PSAP.

E9-1-1 Selective Routing

This service provides the selective routing of 9-1-1 calls received from the Private Switch. This includes the ability to receive the ANI of the subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to that PSAP. This service also allows for default routing, selective transfer, fixed transfer, manual dial transfer, hand-off, forced disconnect, and flash calling display.

E9-1-1 Automatic Location Identification (ALI)/Selective Routing Database Administration

ALI is a proprietary database developed for E9-1-1 systems that is designed to be retrieved via an ANI input for display on a terminal at a PSAP attendant's position.

E9-1-1 Automatic Location Identification (ALI)/Selective Routing Database Administration - Continued

The address component of the database consists of the correct address location associated with each subscriber's access line. These records are neither telephone company service records nor directory addresses, but a new database created specifically for the E9-1-1 system extracted from address information developed by Frontier Communications of the Southwest Inc., from the telephone companies participating in the system and the State or the County(ies). The ALI database will be managed by Frontier Communications of the Southwest Inc., but is the property of Frontier Communications of the Southwest Inc., and any participating telephone company for those records provided by their company.

The rate for this service includes the costs associated with the use of the E9-1-1 database management system, the ALI retrieval system, Selective Routing system, and the personnel and labor costs associated with support of these systems. This rate requires that the PS Provider establish access to Frontier Communications of the Southwest Inc.'s E9-1-1 database management system for maintenance of their data and records. The rate also includes administrative and computer processing costs to establish selective routing database tables from jurisdictional profiles at the E9-1-1 tandem control office and providing daily updates to the selective routing database.

E9-1-1 PSALI Software

E9-1-1 PSALI Software is a personal computer software program that automates the process of building ALI records of PS Provider customers in the National Emergency Number Association (NENA) Version #2 format. It provides for some limited accuracy checks, uploading the records to Frontier Communications of the Southwest Inc., and receiving downloads of records from Frontier Communications of the Southwest Inc., found to contain certain types of errors in the PS Provider customer records.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

II. TERMS AND CONDITIONS - Continued

B. SERVICE PROVISIONING

Service provisioning is dependent upon the type and configuration of the 9-1-1 network that is in place for the service area.

1. Private Switch (PS) to Serving Central Office

The Private Switch (PS) is treated as if it were a Central Office, so that dedicated E9-1-1 Trunks are required from the Private Switch to the Company Point of Concentration or E9-1-1 Selective Router. There must be a minimum of two E9-1-1 Trunks or a quantity that will provide a minimum of P.01 Transmission Grade of Service. Payment of the charges for this trunk connection is the responsibility of the Private Switch Provider for each Private Switch it owns or controls. The Private Switch Provider is also responsible for monitoring the performance of the E9-1-1 Trunks by conducting manual operational tests from the Private Switch to the PSAP. Any E9-1-1 Trunks found to be defective shall be immediately reported to the Company.

In the case of Private Switch tandem or Private Switch host/remote networks, dedicated E9-1-1 Trunks are required from the Private Switch network concentration point (tandem or host) to its serving Central Office. The Private Switch Provider is responsible for making sure that:

- (a) all phones that are connected to a Private Switch Provider point of concentration are in the area served by the same E9-1-1 system to ensure correct routing, and
- (b) that tandeming cause no more than a 4 second delay in completion of the 9-1-1 call.

2. Network Facilities

Network facilities are required in order to provide a minimum of two E9-1-1 Trunks or that quantity which will provide a minimum of P.01 Transmission Grade of Service from the Point of Concentration or E9-1-1 Selective Routing to the PSAP. Thus, a need may arise to install an E9-1-1 Selective Router or Tandem in order to handle the traffic from numerous Private Switch Providers. If so, payment of the charges for this network modification is the responsibility of the State of California 9-1-1 Program Office.

3. Termination at the PSAP

If additional lines, trunks, or termination are required from the Point of Concentration or E9-1-1 Selective Router, to the PSAP to handle PS 9-1-1 Service, and/or if additional local loop connections or terminations are required at the PSAP end, regardless of whether there is a Point of Concentration, payment of the charges for these additions is the responsibility of the State of California 9-1-1 Program Office.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

II. TERMS AND CONDITIONS - Continued

C. CUSTOMER

The customer for PS 9-1-1 Service may be any Private Switch Provider whose participation in the 9-1-1 system is accepted by the 9-1-1 County Coordinator and complies with the Company's tariff requirements.

D. TECHNICAL SPECIFICATIONS

Network interface requirements for PS 9-1-1 Service customer access are described in detail in the "Technical Standards Sub-Committee Report, 9-1-1 CAMA Trunking and Database Update for Private Switch/ALI" report produced by the PS/ALI Forum of the Technical Standards Subcommittee for the Texas State Advisory Commission on State Emergency Communications (ACSEC). (T)

E. APPLICATION FOR SERVICE

Application for this service must be in writing from the PS 9-1-1 Customer. Each application for service will state that the Private Switch Provider is authorized to join the 9-1-1 System and will include the following information:

1. The business name and address of the Private Switch Provider,
2. The name, address, and telephone number of the Private Switch Provider's Site Administrator,
3. The Private Switch Provider service locations by street address and connectivity arrangements to the Company's network, and
4. The Blocks and ranges of in-use and on-reserve Directory Numbers assigned to the PS End User or PS station.

F. FACILITIES

PS 9-1-1 Service is provided by the Company where facilities and operating conditions permit.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

III. REGULATIONS

A. CUSTOMER OBLIGATIONS

The regulations obtained in this tariff are in addition to the regulations contained in Frontier Communications of the Southwest Inc.,'s Schedule Cal. P.U.C. No. D&R, Definitions and Rules and Frontier Communications of the Southwest Inc., Product Guide.

1. The PS Provider is responsible for providing full seven-digit ANI according to the technical specification stated herein. The private switch ANI function must be approved by the Company prior to implementation to ensure that the service will function properly. PS 9-1-1 Service will function properly only if ANI is in the proper format, if Directory Numbers are assigned for each station behind the PS, and if there is at least one pair of E9-1-1 Trunks to the central office, and if each station can be reached by dialing its Directory Number from the Public Switched Network.
2. When the PS Provider's Site Administrator has established a PS End User ALI record for each Directory Number, this Site Administrator will contact the 9-1-1 County Coordinator to determine the correct street address and community name location as has been defined in the 9-1-1 Customer's Master Street Address Guide (MSAG). This information will be entered into the PS Provider ALI record data base for transmission to the Company.
3. The 9-1-1 County Coordinator is responsible for informing the PS Provider's Site Administrator of the correct street address nomenclature and community name location as used in the MSAG, and of changes when they occur. The 9-1-1 County Coordinator will ensure that all PS Provider PS End User street addresses are included in the MSAG and that each address is assigned an Emergency Service Number (ESN).
4. The PS Provider is responsible for forwarding PS End User ALI record information to the Company according to the format and procedures established by the Company in the Company's "Frontier Communications of the Southwest Inc., PSALI Users Guide". The PS Provider will assign a PS 9-1-1 Site Administrator with responsibility for these tasks. The Company will assign a password to the Site Administrator so that only authorized changes will be made to the PS Provider's ALI database at the Company's Frontier Communications of the Southwest Inc., PSALI GATEWAY.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

III. REGULATIONS - Continued

A. CUSTOMER OBLIGATIONS - Continued

5. Sublocation Information

The PS Provider is responsible for providing sublocation information (i.e., floor, cubicle number, wing, building location) for the PS end user ALI record. Frontier Communications of the Southwest Inc., will maintain ALI records. All records provided to Frontier Communications of the Southwest Inc., are confidential.

6. Privacy Rights

The PS Provider is responsible for the privacy rights relating to locations within that PS Provider's premises. The degree of confidentiality shall be the same as required of the Company and the State of California 9-1-1 Program Office as identified in this and other tariff schedules, Frontier Communications of the Southwest Inc., Product Guide, the California Public Utilities Code, and the Federal Code, including but not limited to 47 USC § 222(g).

7. Each PS Provider is responsible for the dedicated lines extending from its Private Switch to the Point of Concentration or E9-1-1 Selective Router.

8. The rates charged for PS 9-1-1 Service do not include, and the Company does not undertake, the tasks of inspection or constant monitoring to discover errors, defects and malfunctions in the service. The 9-1-1 County Coordinator has the responsibility for reporting all known errors, defects and malfunctions to the Company. For example, if an attendant at the 9-1-1 Customer's PSAP learns from a 9-1-1 caller that the caller's address is not correct as is displayed in the ALI, that attendant must initiate action to notify the Company of the discrepancy. The 9-1-1 County Coordinator and the Company will follow established procedures to facilitate this notification procedure.

9. Cancellation of the service in whole or in part by the PS Provider prior to establishment thereof, will require payment to the Company of an amount equal to the cost of engineering, manufacturer's billing resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by the Company up to the time of cancellation resulting from the customer's order for service.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

III. REGULATIONS - Continued

A. CUSTOMER OBLIGATIONS - Continued

10. Each PS Provider is responsible for providing Customer Premise Equipment (CPE) that is compatible with the Company's E9-1-1 System. The CPE must be capable of forwarding the ANI of each PS End User's Directory Numbers to the E9-1-1 Trunk when either 9-1-1 or X-9-1-1 is dialed (where X is the access number for the public switch network).

The PS Provider must send database records to Frontier Communications of the Southwest Inc., through Frontier Communications of the Southwest Inc.,'s PSALI Gateway. This can be done by using Frontier Communications of the Southwest Inc.,'s PSALI Software or Frontier Communications of the Southwest Inc., will accept electronically transmitted files that conform to National Emergency Number Association (NENA) Version #2 format and according to procedures set forth in Frontier Communications of the Southwest Inc., Practice No. 444-400-003, "Enhanced 9-1-1 Standards for Data Exchange".

Record information for PS Providers using Frontier Communications of the Southwest Inc., PSALI Software must be forwarded according to the format and procedures established in Frontier Communications of the Southwest Inc.,'s "PSALI User Guide" which will be provided with the purchase of the Frontier Communications of the Southwest Inc., PSALI Software Program. The PS Provider will assign an E9-1-1 site administrator charged with the responsibility of forwarding PS Provider end user ALI record information to Frontier Communications of the Southwest Inc.,. If the PS Provider plans to use its own software, the PS Provider may order a copy of the "PSALI User Guide" at the rate listed in the RATES section of this tariff.

B. LIABILITIES

1. The Company's liability for interruption, failure, errors, acts, omissions or other occurrences related to PS 9-1-1 Service shall be limited to 9-1-1 Service, as set forth in any other applicable section of the Company's tariffs, Frontier Communications of the Southwest Inc., Product Guide, and in the statutes.
2. The PS Provider is solely responsible for the PS End User ALI Record that is transmitted to the database. Neither the Company nor the State of California 9-1-1 Program Office nor the 9-1-1 County Coordinator will be responsible for the accuracy of the PS End User's ALI Record information beyond assigning the correct ESN from the MSAG, and in transmitting each record as received from the PS Provider to the PSAP attendant's display upon receipt of a 9-1-1 call from that PS End User.
3. Terminal equipment at the PSAP that is used in connection with 9-1-1 Service, whether such equipment is provided by the Company or the PSAP, shall be configured so that it is unable to extract any information from the database other than as it relates to an emergency call. Any information obtained from the database in connection with an emergency call shall be used solely for the purpose of answering, handling and responding to emergency calls in a manner consistent with the nature of the emergency. Any permanent record associating a PS End User telephone number with his/her name or address shall be secured by the 9-1-1 Customer and disposed of in a manner that will retain the security.
4. PS 9-1-1 Service will be designed by the Company to provide an equivalent level of service reliability and quality as local exchange telephone service.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

III. REGULATIONS - Continued

C. LIMITATION OF LIABILITY

1. The rates charged for PS 9-1-1 Service do not include, and Frontier Communications of the Southwest Inc., does not undertake, the tasks of inspection or constant monitoring to discover error, defects or malfunctions in the service. The PS Provider has the responsibility for reporting all errors, defects and malfunctions to Frontier Communications of the Southwest Inc.,.
2. PS 9-1-1 Service, offered under this tariff, is provided for the benefit of the PS Provider. The provision of PS 9-1-1 service shall not be interpreted, construed or regarded as being either expressly or impliedly for the benefit of, or creating any obligation toward, any person or legal entity other than the PS Provider. The Company's tort liabilities, if any, to third parties shall be limited to instances in which the Company's conduct constitutes gross negligence or willful or wanton misconduct.
3. Frontier Communications of the Southwest Inc.,'s liability, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the pro rated portion of the monthly charges for the service for the time period during which the service provided pursuant to this tariff is inoperative, but not to exceed in total Frontier Communications of the Southwest Inc.,s monthly charge to the PS Provider. Under no circumstance shall Frontier Communications of the Southwest Inc., be responsible or liable for indirect, incidental or consequential damages, including, but not limited to, damages arising from the use or performance of the equipment or software, or the loss of use of the software or equipment, and accessories attached thereto, delay, error or loss of data. In connection with this limitation of liability, the parties recognize that Frontier Communications of the Southwest Inc., may, from time to time, provide advice, make recommendations or supply other analysis related to the equipment or services described in this agreement, and, while Frontier Communications of the Southwest Inc., shall use its best efforts in this regard, the PS Provider acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations and analysis.

Frontier Communications of the Southwest Inc., shall not be liable or responsible for any failure of the E9-1-1 system to provide accurate ALI for calls originating from the PS Provider's subscribers, when the associated ALI has been provided by the Private Switch Provider to Frontier Communications of the Southwest Inc.,.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

III. REGULATIONS - Continued

D. INDEMNIFICATION

The PS Provider shall hold harmless and indemnify Frontier Communications of the Southwest Inc., from and against any and all claims, demands, causes of action, any liabilities whatsoever, including costs, expenses and reasonable attorney's fees, incurred as a result of personal injury, bodily injury or property damage and any penalties and fines, arising out of, in connection with, or resulting from the acts or omissions by the PS Provider in failing to provide customer data to Frontier Communications of the Southwest Inc., for inclusion in Frontier Communications of the Southwest Inc.'s E9-1-1 System or for inaccuracies contained in the customer data provided to Frontier Communications of the Southwest Inc., for inclusion in the E9-1-1 database.

The PS Provider agrees to indemnify, save and hold Frontier Communications of the Southwest Inc., harmless from any and all claims for injury or damage of any nature arising out of or as a result of any act or omission of the PS Provider and its respective employees, directors, officers or agents in connection with the implementation, or the provision of, the E9-1-1 system.

E. PROPRIETARY INFORMATION

All information obtained from a PS Provider for inclusion in Frontier Communications of the Southwest Inc.'s E9-1-1 database shall be used solely for the purpose of answering, handling, and responding to emergency calls in a manner consistent with the nature of the emergency. The PS Provider shall develop and implement procedures to prevent the unauthorized or illegal use of the name, telephone number and address of any of its subscribers in the database created by the PS Provider for inclusion in Frontier Communications of the Southwest Inc.'s database records.

F. TERMINATION AND CANCELLATION

Cancellation of any service or facility ordered under this tariff in whole or in part by the PS Provider prior to the establishment thereof, will require payment to Frontier Communications of the Southwest Inc., of an amount equal to the cost of engineering, manufacturing and/or billing resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by Frontier Communications of the Southwest Inc., up to the time of cancellation resulting from the PS Provider's order for service.

In the event that the PS Provider fails in any respect to properly perform its obligations under this tariff, violates any of the terms or conditions of this tariff, or permits unauthorized use of the E9-1-1 database, such refusal, failure or violation shall constitute a default. In such event, Frontier Communications of the Southwest Inc., may notify the PS Provider in writing of the default and allow the PS Provider 30 calendar days to correct the default. If the default is not corrected, service will be terminated and the PS Provider will be responsible for any costs incurred.

PRIVATE SWITCH (PS) 9-1-1 - EMERGENCY TELEPHONE SERVICE

IV. RATES

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
A. E9-1-1 Trunk, ¹ per airline mile	--	\$ 2.96
B. E9-1-1 Selective Routing, per trunk	\$ 250.00	17.48
C. E9-1-1 ALI/Selective Routing Database Administration, per 100 records	--	11.00
D. PSALI Software, per package	265.00	9.18
E. PSALI User's Guide, per copy	30.00	--
F. Frontier Communications of the Southwest Inc., PSALI Administrator Site Package ²	440.00	80.30

¹ A minimum of two E9-1-1 Trunks are required from the Private Switch to the serving Central Office. The Private Switch, in some cases, may not be located at the end user location.

² This software enables the PS Provider's PS 9-1-1 Site Administrator to create ALI records in NENA Standard format in a computer database and upload PS end user records to the Utility via modem. Some entry-checking features are incorporated to minimize chances of errors being entered. This software requires the PS Provider's Site Administrator to have access to a personal computer with an MS-DOS operating system (Version 3.1 or above), MS Windows software, sufficient RAM to operate MS Windows, a hard drive with PSALI software, a modem with 2400 baud capability, communications software that will operate the modem and transmit and receive data files using commonly accepted protocol, and a telephone line connection to the modem.

9-1-1 - EMERGENCY TELEPHONE SERVICE

LIST OF EFFECTIVE SHEETS

Revision		Revision	
Number	Sheet	Number	Sheet
4th Revised*	CS A		
Original	TOC A		
Original	1		
Original	2		
Original	3		
Original	4		
Original	5		
1st Revised	6		
Original	7		
Original	8		
Original	9		
Original	10		
Original	11		
Original	12		
Original	13		
1st Revised	14		
1st Revised	15		
Original	16		
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Original	19.1		
1st Revised	20		
1st Revised*	21		
Original	22		
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Original	26		
1st Revised*	27		
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* Denotes Change

9-1-1 EMERGENCY TELEPHONE SERVICE

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9-1-1 EMERGENCY TELEPHONE SERVICE

I. GENERAL

9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.

APPLICABILITY

This service is applicable to governmental agencies responsible for providing emergency services within the state.

TERRITORY

This service is offered in all areas in California covered by Frontier Communications of the Southwest Inc., exchanges.

II. ACRONYMS AND DEFINITIONS

ACRONYMS

ALI	-	Automatic Location Identification
ANI	-	Automatic Number Identification
CAD	-	Computer Aided Dispatch
CALI	-	Centralized Automatic Location Identification
CAS	-	Call Associated Signaling
CBN	-	Call Back Number
CPE	-	Customer Premises Equipment
EMF	-	Enhanced Multi-Frequency
ERA	-	Emergency Response Agency
ESN/ESZ	-	Emergency Service Number / Emergency Service Zone
ESRD	-	Emergency Service Routing Digits
ESRK	-	Emergency Service Routing Key
MDN	-	Mobile Directory Number
MF	-	Multi-Frequency
MIN	-	Mobile Identification Number
MPC	-	Mobile Position Center
MSAG	-	Master Street Address Guide
MSC	-	Mobile Switching Center
NCAS	-	Non-Call Associated Signaling
NCM	-	Network Control Modem
NENA	-	National Emergency Number Association
NID	-	Network Interface Device
pANI	-	Pseudo ANI
PDE	-	Position Determining Entity
PSAP	-	Public Safety Answering Point
PSTN	-	Public Switched Telephone Network
SRDB	-	Selective Routing Database

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS

9-1-1 Interoffice Facility

An intraexchange or interexchange trunk capable of forwarding ANI between central offices.

Access Lines

The connecting facility between a customer's premises network interface device (NID) and the local exchange carrier's facility that provides access to the switching network for local exchange and interexchange telecommunications service.

Alternate Routing

The capability of routing 9-1-1 calls to a designated alternate location(s) if all 9-1-1 trunks to a primary PSAP are busy or out of service. This can occur automatically or may be activated upon request using Alternate Routing Channel.

Alternate Routing Channel

A two-wire voice grade circuit that connects to CPE that can manually activate alternate routing, to allow 9-1-1 calls to be sent to the alternate PSAP location. Requires the alternate and the primary PSAPs to subscribe to Selective Routing or Dual Tandem Selective Routing and have connections to the same Selective Router(s) in order to utilize this feature. Does not include the customer provided key equipment needed at the PSAP location to activate Alternate Routing Channel.

Automatic Location Identification (ALI)

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

Automatic Location Identification (ALI) Database

The set of ALI records residing on a computer system.

Automatic Number Identification (ANI)

Telephone number associated with the access line from which a call originates.

CALI Storage/Processing

The data storage for the ALI records in the redundant CALI system, both the primary and the secondary platforms. The ALI records are updated on the CALI System multiple times a day with Change/Add/Delete activity.

CALI will provide ALI in two ways:

- The ANI of the 9-1-1 caller is received by the Utility's Selective Router, which then routes the call to the appropriate PSAP. Upon receipt of the ANI at the PSAP an ALI query is made, using the ANI as the key, to look up the location information on the CALI platform. The CALI database will respond with the matching ALI, if it resides on the CALI platform, and will then format and transmit it back to the requesting PSAP.
- The ALI can use the ANI as the key to steer to another database to receive the appropriate ALI record. The record, when received by the CALI platform from the other ALI database, is then formatted and transmitted back to the requesting PSAP.

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS - Continued

CALI System Ports for PSAPs

The CALI System Ports for PSAPs provides the interface for PSAPs to receive local ALI from the CALI system. The port rate includes the two ports that are required for redundancy, one port into the primary CALI system and one port into the secondary CALI system. The port rate includes the capability to establish a secure connection with the CALI system, including security firewall.

Call Associated Signaling (CAS) - See Phase I CAS.

Call Back Number (CBN)

CBN is a generic term for the telephone number delivered to the 9-1-1 network by the wireless carrier in the calling party number filed. It may be, but is not limited to, the MDN, the MIN, or a CBN associated with the mobile handset.

Caller

An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as an end user.

Call Transfer

The capability to redirect a call to another party.

CAS Hybrid - See Phase II NCAS.

Centralized Automatic Location Identification (CALI)

A remote centralized ALI database platform consisting of two host computers, one being the primary system responding to the PSAP, and the other being the secondary system.

Computer Aided Dispatch (CAD)

A computer based system that aids the PSAP by automating selected dispatching and record keeping activities.

Customer

The State to the extent authorized by law, or a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls.

Customer Premises Equipment (CPE)

Communications terminal equipment owned by and located in the customer's facilities or at a PSAP.

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS - Continued

Default Routing

The capability to route a 9-1-1 call to a designated (default) PSAP when the incoming 9-1-1 call cannot be selectively routed due to an ANI failure or other cause.

Dual Tandem Selective Routing

Dual Tandem Selective Routing is provided using two Selective Routers that mirror the E9-1-1 call delivery effort in order to provide redundancy and a higher level of network reliability in the event of a major failure at one of the Selective Routers, or of facilities between a Selective Router and an end office or PSAP.

Emergency Response Agency (ERA)

An agency authorized to respond to emergencies initiated by 9-1-1 calls.

Emergency Service Number (ESN) / Emergency Service Zone (ESZ)

An ESN is a three- to five-digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

Emergency Service Routing Digits (ESRD)

A pseudo ANI typically used with Call Associated Signaling (CAS) or CAS Hybrid architectures that identify the cell site or cell sector from which a wireless 9-1-1 call originates.

Emergency Service Routing Key (ESRK)

A pseudo ANI typically used with Non-Call Associated Signaling (NCAS) which identifies a group of cell sites or cell sectors in a defined geographic area associated with an ESZ or group of ESZs.

End Office

The central office(s) within the area from which 9-1-1 calls are originated.

End User

An individual placing a 9-1-1 call in order to obtain emergency assistance. May also be referred to as a "Caller".

Enhanced 9-1-1 (E9-1-1) Service Area

The geographic area in which the customer will respond to all 9-1-1 calls and dispatch appropriate emergency assistance.

Enhanced Multi-Frequency

The ability to pass 20 digits from the 9-1-1 Selective Router to the PSAP.

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS - Continued

J-Std-034

A standard jointly developed by the Telecommunications Industry Association (TIA) and the Alliance for Telecommunications Industry Solutions (ATIS), to provide the changes necessary to various existing standards to accommodate the Phase I requirements. This standard identifies the interconnection between the Mobil Switching Center (MSC) and the 9-1-1 Selective Router/switch.

Master Street Address Guide (MSAG)

A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Multi-Frequency (MF)

A type of signaling used on inter-office and 9-1-1 trunks.

National Emergency Number Association (NENA)

The National Emergency Number Association is a not-for-profit corporation established in 1982. NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards, and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS - Continued

National Emergency Number Association 03-002

A technical reference, developed by the NENA Network Technical Committee, which provides recommendations for the implementation of Enhanced Multi-Frequency (EMF) Signaling, from the 9-1-1 Selective Router to PSAP. The J-Std-034 FG-D protocol is the corollary protocol of NENA 03-002.

Network Control Modem (NCM)

The NCM allows an authorized PSAP representative to quickly reroute calls to a pre-designated alternate answering point, in the event of an emergency or for any other reason. With the dial-up NCM, the authorized PSAP representative may dial into the NCM from any telephone, pass multiple security checks, and then activate the reroute of incoming E9-1-1 calls to the alternate answering point.

Non-Publish Number

End user information that is not listed in the Utility's alphabetical directory or information records available to the general public.

(T)

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS - Continued

Position Determining Entity (PDE)

The PDE determines the precise geographic location of a wireless handset when the wireless caller places a 9-1-1 call or while the call is in progress. The PDE is not provided by, and is not the responsibility of, the Utility.

Pseudo ANI (pANI)

A telephone number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell site/sector or PSAP to which the call should be routed. Also known as a routing number, Emergency Services Routing Key (ESRK) or Emergency Services Routing Digit (ESRD).

Public Switched Telephone Network (PSTN)

Any common carrier network that provides circuit switching between public users.

Public Safety Answering Point (PSAP)

A facility equipped and staffed to receive 9-1-1 calls. A *primary* PSAP receives the calls directly. If the call is relayed or transferred, the next receiving PSAP is designated as the *secondary* PSAP.

Records

The subscriber information associated with a telephone number.

For Wireline billing, the total number of records will be equal to the Utility's subscriber access lines plus all other Local Service Provider's actual number of record counts in the 9-1-1 database.

For Wireless billing, the number of records will be equal to the Utility's subscriber access lines and non-Utility Wireline records in the geographic area for which the customer is requesting Wireless 9-1-1 Service (known as the wireless 9-1-1 area).

9-1-1 EMERGENCY TELEPHONE SERVICE

II. ACRONYMS AND DEFINITIONS - Continued

DEFINITIONS - Continued

Selective Routing (SR)

The routing of a 9-1-1 call to the proper PSAP based upon the location of the wireless caller or the address of the wireline caller. Selective Routing is controlled by the ESN which is derived from the customer's MSAG. The Selective Router may also be referred to as the 9-1-1 Tandem.

Service Control Point (SCP)

A centralized database system used for, among other things, Wireless 9-1-1 Service applications. It specifies the routing of 9-1-1 calls from the cell site to the PSAP. This hardware device contains special software and data that includes information on all relevant cell site locations and cell sector identifiers. This SCP equipment is not provided by, and is not the responsibility of, the Utility.

Serving Central Office

The central office from which a PSAP, either primary or secondary, is served.

Subscriber

A person or business that orders access line service from a telephone company.

X, Y Coordinates

Shorthand expression for coordinates that identify a specific location in two dimensions representing latitude and longitude.

9-1-1 EMERGENCY TELEPHONE SERVICE

III. DESCRIPTION OF SERVICE

The 9-1-1 Service offering is available to government agencies that are responsible for the provision of emergency services within the state. This service enables a wireline caller dialing 9-1-1 from a line with access to the local exchange telephone network, or a wireless caller with access to the wireless network, arranged to provide 9-1-1 Service, to be automatically connected to the designated Public Safety Answering Point (PSAP).

Basic 9-1-1 Service enables a caller dialing 9-1-1 to reach an answering point. No Automatic Number Identification (ANI) or Automatic Location Identification (ALI) is provided.

Enhanced 9-1-1 (E9-1-1) is the provisioning of 9-1-1 Service with the additional features of ANI, ALI, and Selective Routing (SR). E9-1-1 is the only form of emergency telephone service provided by the Utility. Thus, all references to 9-1-1 refer to E9-1-1 Service.

ENHANCED 9-1-1 (E9-1-1) WIRELINE SERVICE

A 9-1-1 system which includes network switching and database capability of providing Selective Routing, ANI and ALI. The ALI database is developed from the customer's MSAG and Utility records and remains the property of the Utility.

In the event the customer requests the creation of the MSAG/ALI database prior to full application to 9-1-1 Service, charges for ALI database creation and maintenance will apply from the date of starting the implementation (see IX. Rates, ALI Database Administration).

The PSAP's Customer Premises Equipment (CPE) must conform to existing industry signaling standards for the termination of 9-1-1 calls. This signaling must enable the call processing of all wireline and/or wireless information required by the PSAP call taker to successfully handle the 9-1-1 call, e.g., Enhanced Multi-Frequency (EMF) signaling as defined in NENA Technical Reference 03-002, June 21, 1998.

ALI Database Administration

ALI Database Administration is the processing of subscriber records against the Master Street Address Guide (MSAG) for the creation of ALI records and/or the creation of Selective Routing records. Subscriber records that do not pass validation against the MSAG are returned to the PSAP to either correct the subscriber information or correct the MSAG so the subscriber record can pass MSAG validation.

9-1-1 EMERGENCY TELEPHONE SERVICE

III. DESCRIPTION OF SERVICE - Continued

ENHANCED 9-1-1 (E9-1-1) WIRELINE SERVICE - Continued

Selective Routing for Wireline (also applies to Wireless)

Selective Routing is performed by Selective Routers - also called 9-1-1 Tandems. End offices have circuits connecting them to the Selective Router and pass the ANI or ESRK or ESRD over those circuits. The ANI or ESRK or ESRD is looked up in the Selective Routing database to determine which PSAP to deliver the voice call ANI for wireline or ESRK or ESRD with or without the CBN are also delivered via the voice path to the PSAP. Selective Routing can also be performed by NPA NXX or Incoming Trunk Group to the designated PSAP for all calls with the same NPA NXX or all calls delivered on the same incoming trunk group.

Selective Routing also includes default routing in the event of ANI failure, garbled digits, or other causes. Each incoming 9-1-1 facility group to the Selective Router is assigned to a designated default PSAP. No ANI/ALI data is provided when a call is sent to Default Routing.

Dual Tandem Selective Routing

Dual Tandem Selective Routing is the Utility recommended service offering for E9-1-1 Selective Routing Service. It includes all features of Selective Routing, including Alternate and Default Routing of E9-1-1 calls, and also links two Selective Routers. This architecture, using two Selective Routers with mirror-imaged databases, provides a higher level of network reliability that will allow the completion of E9-1-1 calls to the target PSAP in the event of a major outage at one of the E9-1-1 Tandems. In addition, there are circuits provisioned between the E9-1-1 Tandems to allow calls to switch to the other E9-1-1 Tandem if there are no circuits available to the target PSAP. This provides an additional network path to complete the call to the target PSAP. End offices have circuits connecting them to each of the Selective Routers. Since each end office has a trunk group to each Selective Router, the architecture also allows calls to be completed in the event of a major facilities failure between the end office or PSAP, and one of the Selective Routers. Information passed over the network during call set-up includes the ANI for wireline calls, and the ESRK or ESRD for wireless calls. Once the call is received at the E9-1-1 Tandem, the Selective Routing Database (SRDB) is searched for the ANI, ESRK, or ESRD to determine to which PSAP the voice call should be delivered. ANI for wireline, or ESRK or ESRD for wireless, with or without the CBN, are also delivered via the voice path to the PSAP.

The customer is advised the features/functionality, and higher level of reliability provided with Dual Tandem Selective Routing, including circuit redundancy, is not available with Selective Routing. The customer, having been provided this information, understands and acknowledges the differences in the level of reliability between the services, and that by subscribing to Selective Routing service, does not have the redundancy provided with Dual Tandem Selective Routing.

9-1-1 EMERGENCY TELEPHONE SERVICE

III. DESCRIPTION OF SERVICE - Continued

ENHANCED 9-1-1 (E9-1-1) WIRELINE SERVICE - Continued

Centralized Automatic Location Identification (CALI) System

Centralized Automatic Location Identification (CALI) System consists of two host machines, one being the primary system and the other being the secondary system. The Public Safety Answering Point (PSAP) sends a query to both machines to retrieve ALI. The primary system returns the ALI and sends a confirmation to the secondary system that it has delivered the ALI. If the secondary system does not receive this confirmation, it will also send the ALI. ALI rates are inclusive of the network connections between the primary and secondary CALI systems to allow the two machines to communicate to each another. All other network connections (for example: for steering) are the responsibility of the customer and/or their Provider (Competitive Local Exchange Carrier, Wireless Service Provider, Third Party Database Provider, etc.) that requires steering. The PSAP must also purchase ALI Database Access and PSAP Network Termination service as provided in Section IX, items G and H. The customer must also subscribe to ALI Database Administration in order to subscribe to CALI services.

CALI Storage / Processing for Wireline (also applies to Wireless)

The CALI system stores the ALI database for subscribers in areas where the Utility is selected to be the 9-1-1 Database Provider. CALI will process ALI in two ways:

- Upon receipt of an ALI query from the PSAP, the CALI database will use the ANI to look up and respond with the matching ALI if it resides on the CALI platform. The ALI will then be formatted and transmitted back to the requesting PSAP.
- The CALI can also steer the ANI to another ALI database to retrieve the appropriate ALI record. The record, when received by the CALI platform from the other ALI database, is formatted and transmitted back to the requesting PSAP.

CALI Storage / Processing for Wireline (also applies to Wireless) - Continued

If Steering is needed:

- For Wireline CALI Storage/Processing, the customer must provide an initial record count for the number of records it has in the other database. This record count must be provided to the Utility for billing purposes on the customer's letterhead signed by the individual authorized to execute contracts on behalf of the customer. The Utility will use this record count only for purposes of billing for CALI Storage / Processing. The customer must update this certified record count for steering to another database on an annual basis, or a 10% annual increase will be assumed.
- For Wireless CALI Storage/Processing, the customer must provide an initial record count for the number of records it has in the geographic Wireless 9-1-1 area for processing records from another database. This record count must be provided to the Utility for billing purposes on the customer's letterhead signed by the individual authorized to execute contracts on behalf of the customer. The Utility will use this record count only for purposes of billing for CALI Storage / Processing. The customer must update this certified record count for steering to another database on an annual basis, or a 10% annual increase will be assumed.

9-1-1 EMERGENCY TELEPHONE SERVICE

III. DESCRIPTION OF SERVICE - Continued

ENHANCED 9-1-1 (E9-1-1) WIRELESS SERVICE

CALI System Ports for PSAPs

The CALI System Ports for PSAPs includes the two ports that are required for redundancy; one port into the primary CALI system and one port into the secondary CALI system. The port rate includes the capability to establish a secure connection with the CALI system, including security firewall clearance. The customer must also purchase ALI Database Access and PSAP Network Termination service as provided in Section IX, items G and H.

Circuits from each of the CALI systems to other databases are not included in this CALI service. The customer must subscribe to facilities from each of the CALI systems to the other databases, if steering is required.

CAS

The Utility offers CAS in a Phase I wireless configuration, which allows for 20 digits (CBN and ESRD) to be received, via the signaling path, at the appropriate Selective Router which is then forwarded from the Selective Router to the PSAP. Upon receipt of the ESRD and CBN at the PSAP, a request for ALI data, using the ESRD, is sent to the affected ALI database. The ALI is provided via the data path established for Wireline subscribers and requires no additional facilities to provide the information to the dispatcher. The ESRD ALI data is stored in the database. The wireless carrier is responsible for each ESRD MSAG valid ALI record needed for retrieval of CALI and/or wireless Selective Routing, and the transmission of the record(s) to the Utility. Circuits from the wireless carriers MSC(s) to the tandem router are not included in this service.

NCAS Phase I and Phase II Wireline Compatibility Mode

The Utility offers this configuration which allows for 10-digit ESRK to be received, via the signaling path, at the appropriate Selective Router which is then forwarded from the Selective Router to the designated PSAP. Upon receipt of the ESRK at the PSAP, an ALI query is made using the ESRK, via the data path to the appropriate ALI platform. The ALI platform directs the ESRK to steer to the appropriate wireless database to retrieve the appropriate ALI record. The record, when received by the ALI platform from the wireless database, is reformatted into the PSAP's Phase I or Phase II display and processed back to the requesting PSAP.

Phase II NCAS (CAS Hybrid)

The Utility offers Phase II NCAS (CAS Hybrid) which allows for 20-digit ESRD and CBN to be received, via the signaling path, at the appropriate Selective Router and forwards the CBN from the Selective Router to the designated PSAP. The Selective Router sends the CBN and ESRD to the ALI database, where a dynamic ALI record is created for the call. The PSAP requests ALI from the ALI database that contains the dynamic ALI record using the CBN. The ALI database, using the CBN, then requests ALI from the WSP's ALI database. Upon receipt, the ALI information is returned to the requesting PSAP. The ALI record contains both the CBN and the ESRD.

Selective Routing for Wireless

Allows for routing of wireless calls to the PSAP designated by the ESRK or ESRD. It also provides enhanced features and capabilities to the PSAP.

Selective Routing is also referred to as Wireless Tandem Routing.

Dual Tandem Selective Routing is also available for wireless.

For Wireless Selective Routing, the customer must provide an initial record count of records that exist in another database in the geographic Wireless 9-1-1 area. This record count must be provided to the Utility for billing purposes on the customer's letterhead signed by the individual authorized to execute contracts on behalf of the customer. The Utility will use this record count only for purposes of billing for CALI Storage / Processing. The customer must update this record count for steering to another database on an annual basis, or a 10% annual increase will be assumed.

9-1-1 EMERGENCY TELEPHONE SERVICE

IV. CONDITIONS

9-1-1 Service is restricted to one-way incoming emergency call service only.

9-1-1 Service responsibilities are as follows:

- The customer is responsible for procuring PSAP equipment. This equipment must meet network compatibility requirements, receive voice and ANI from 9-1-1 wireline callers, and ESRK or ESRD, and CBN from 9-1-1 wireless callers. The customer's PSAP equipment must either contain the ALI database or provide the ability to retrieve ALI information on a per call basis from the Utility's CALI database. The customer's equipment must provide ANI and ALI display and control. If Utility changes are necessary to achieve compatibility with customer-owned equipment, an approved tariff or an Individual Case Basis (ICB) contract will be required before such service becomes available. Any additional costs associated with bringing incompatible equipment into compliance with the 9-1-1 system will be the responsibility of the customer.
- The customer must subscribe to ALI Database Processing services in order to subscribe to CALI and/or Selective Routing or Dual Tandem Selective Routing.
- The Utility is responsible for network provisioning, including Selective Routing, Dual Tandem Selective Routing, and ALI database services, upon receipt of a customer's request for service.

9-1-1 Service is limited to the use of the central office telephone number "9-1-1" as the emergency telephone number. In addition, only Enhanced 9-1-1 Service as set forth in III. DESCRIPTION OF SERVICE, will be provided within a telephone exchange. Where Selective Routing or Dual Tandem Selective Routing is utilized to split an exchange's end user lines between multiple customers (as in the case of an exchange crossing a county line), each customer will pay for 9-1-1 Service based upon the number of network access lines located within each customer's territory.

The Utility shall not be required to provide 9-1-1 Service to less than an entire central office unless a Selective Router is utilized. The Utility does not answer or forward 9-1-1 Service calls as a provider of emergency services, but furnishes the use of its facilities to enable the customer's personnel to accept such calls at the customer's designated premises.

9-1-1 Service is provided solely for the benefit of the governmental unit; the provision of such service shall not be interpreted, construed, or regarded as being for the benefit of, or creating any Utility obligation toward, or any right of action on behalf of any third person or other legal entity.

9-1-1 EMERGENCY TELEPHONE SERVICE

IV. CONDITIONS - Continued

Utility ALI will not be provided to customer-owned equipment until Utility privacy, state and federal law requirements concerning end user records are met. The customer-owned CPE must:

- be located in a secure space with access limited to authorized personnel;
- block manual query of ALI except in response to a 9-1-1 call from the ANI received via the voice/signaling path. Manual query is allowed on the basis of an ANI failure where the caller provides the calling telephone number or where ANI is received but does not retrieve the ALI listed for that telephone number.
- The Utility will provide to the customer upon request, not to exceed more than once per twelve months, a complete copy of the MSAG file to permit the customer to verify the accuracy of the police, fire, and ambulance PSAP routing designations at no charge.
- Changes, deletions, and additions which the customer desires to have made in the MSAG file should be submitted on an "as-occurred" basis.
- The Utility will provide status to the customer on changes, deletions and additions to the MSAG using the same media in which the change was requested.

Wireless 9-1-1 Service is only available with Enhanced 9-1-1 wireline features, and is subject to the regulations specified for Wireline 9-1-1. In accordance with the CC Docket No. 94-102, Wireless 9-1-1 Phase I and Phase II services provide PSAPs with the wireless 9-1-1 caller's location and mobile CBN (may not be a true call back number), as specified by the FCC.

The Utility is obligated under the Electronic Communications Privacy Act of 1986 (18 USC 2703), to take prudent action to protect its end user's rights to privacy and to protect its proprietary ALI database. When the Utility or other local exchange carrier provides the ALI controller service to the customer's PSAP, these requirements are met by the direct control that the Utility or other local exchange carrier retains over the ALI software. When the ALI controller software for a customer premises-based ALI database is provided by a party other than the Utility or other local exchange carrier, a secure access method is provided to ensure the privacy and protection of the ALI records, and to protect the Utility's mainframe computer operations. The ALI information will be provided in industry accepted standard format.

9-1-1 calls originated from local exchange telephone network access facilities shall be completed to the appropriate PSAP without a charge being assessed to the end user by the Utility. Calls from a Utility pay telephone shall not require a coin to be deposited or payment of any charge. Calls from mobile stations, cellular phones and calls using toll facilities are subject to the Wireless Provider's charges, if any.

Calls placed through network access lines, including those with Non-Publish numbers, to a PSAP may display end user information associated with such numbers to emergency 9-1-1 responding personnel. The end user forfeits the privacy afforded by Non-Publish service upon placement of a 9-1-1 call from that number. (T)

In order for phone calls of a non-emergency nature to reach the PSAP, the main directory listing for the PSAP must be a seven-digit local exchange administrative telephone number. This non-emergency number will be listed in the directory at no charge. The PSAP must also subscribe to at least one Non-Publish seven-digit emergency number usable by other PSAPs, operator services and public safety agencies to reach the PSAP. (T)

9-1-1 EMERGENCY TELEPHONE SERVICE

IV. CONDITIONS - Continued

The Utility will not prorate billing among agencies of the same governmental entity jointly subscribing to 9-1-1 Service.

The PBX and Customized Multi-line Telephone Service subscribers and other Local Service Providers may provide address information for each telephone station to the Utility's database management system in accordance with Schedule Cal. P.U.C. No. A-20, Private Switch (PS) 9-1-1 Emergency Telephone Service, also known as Private Switch ALI (PS/ALI). When such address information is not provided to the Utility, there will be no sub-addresses (e.g., room, floor or apartment numbers) within the standard ALI format. In such cases, the Utility will provide only the location of the main number to the PSAP for 9-1-1 calls originating under these circumstances. The Utility is not responsible for obtaining any address information for these types of services from the respective Service Providers. (T)

Information provided by the Utility as part of the provision of 9-1-1 is to be used only for the purposes of answering and dispatching emergency calls.

When the customer orders 9-1-1 Service, the Utility will bill the customer upon the in-service date of the service. Where an additional component or service is ordered to commence operation at a date other than the in-service date, that component or service will be billed upon its specific in-service date.

Customer-initiated changes and rearrangements that affect service address and ALI database records (e.g., street name and number changes, emergency services territorial or name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates, require a comparative listing (current vs. changed) of changes providing direct and individual reference to existing designations.

Where a 9-1-1 call is placed by the calling party via interconnection with an interexchange carrier or operator service provider, the Utility cannot guarantee the completion of the call, the quality of the call, or any features that may otherwise be provided with 9-1-1 Service.

The rates and charges for 9-1-1 Service do not include constant monitoring of facilities to discover errors, defects, and malfunctions in the service.

Information concerning MSAG, error reports, and audit reports will be provided to the customer upon request in either paper or electronic media. For information not provided as part of the normal moves and changes or error correction, the customer must provide that request in writing to the Utility. The Utility is restricted from providing information that is prohibited by federal, state and local laws and regulations.

The Utility reserves the right to select and determine the type of equipment it utilizes to provide 9-1-1 Service.

The Utility reserves the right to change its equipment vendors should equipment availability, price or technological advantages make such a change attractive or necessary.

9-1-1 EMERGENCY TELEPHONE SERVICE

IV. CONDITIONS - Continued

The Utility must receive a formal request for 9-1-1 Service before it initiates any action to develop MSAG and/or ALI databases, provision network services (circuits, trunks, Selective Routing or Dual Tandem Selective Routing), or CALI services. The Utility's recommended service offering for E9-1-1 requires Dual Tandem Selective Routing to provide additional reliability and diversity. The request for service will document the customer's selection of either Selective Routing or Dual Tandem Selective Routing, and other related information for the E9-1-1 services provided pursuant to this tariff.

Upon receiving the order for Dual Tandem Selective Routing, the Utility will provide an estimated installation date to the customer.

The customer will conduct training to impress upon its personnel the sensitive nature of the ALI database information and their legal obligation to protect it from unauthorized access.

Selective Routing, Dual Tandem Selective Routing, ALI Database Administration, and CALI service are provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service. See Schedule Cal. P.U.C. No. D&R, Rule No. 47, Termination Liability Rule.

On an annual basis, the Utility will adjust the customer's bill for charges based on updated ALI record counts.

V. WIRELESS REGULATIONS

The Utility will deliver to each PSAP customer the data specified by the FCC in CC Docket 94-102, including the cell site or sector location, the call back number, and in Phase II, the latitude and longitude associated with the caller's location. The Utility disclaims any and all responsibility for (1) the delivery of any additional data element that the WSP may choose to provide beyond those required and specified in CC Docket No. 94-102 and (2) the content of the data delivered to the customer. In addition, the Utility shall not be responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of those technologies.

9-1-1 EMERGENCY TELEPHONE SERVICE

V. WIRELESS REGULATIONS - Continued

PSAPs must have all required elements of wireless 9-1-1 Phase I, utilizing ESRK or ESRD routing and cell site/sector location based information, in place before implementing Phase II. In addition, the following requirements must be met prior to Phase II implementation:

- The PSAP's ALI software must be upgraded to the Utility's wireless ALI format to accommodate the X/Y data.
- The PSAP must also ensure that the WSP has a PDE and an MPC in the WSP's network. The PDE and MPC equipment is not provided by, and is not the responsibility of, the Utility.
- The PSAP must also ensure that the WSP has obtained an executed Interconnection Agreement to obtain connection with the Utility to the Selective Router and to the Utility's ALI database to provide the Phase I and Phase II data.
- The PSAP must ensure the WSP(s) submits MSAG valid ALI records for each ESRK and/or ESRD used in accordance with NENA's recommended standard 02-010.

The Utility has, in accordance with CC Docket No. 94-102, established the demarcation point for cost allocation between the wireless carriers and the PSAPs for the Utility's 9-1-1 Selective Routers. If the parties agree to other demarcation points, an Individual Case Basis (ICB) contract will need to be filed to obtain rates in accordance with the agreed to demarcation points.

VI. CUSTOMER OBLIGATION

Requests for 9-1-1 Service must be received in writing from each customer and must be accompanied by satisfactory proof of authorization to provide 9-1-1 Service in the exchanges where service is requested. When an agent makes request for service, the customer must provide the Utility in writing with satisfactory proof of appointment of the agent.

The customer is responsible for dispatching the appropriate emergency service within the 9-1-1 Service area, or will undertake to transfer all 9-1-1 Service calls received to the governmental agency with responsibility for dispatching such services.

The customer must confirm in writing to the Utility its concurrence to the following terms and conditions by all participating ERAs:

- The customer shall have the sole responsibility for determining which public safety agencies will participate in (jointly) subscribing to a 9-1-1 Service offering.
- The primary PSAP will answer all calls on a 24-hour, seven-days-a-week, basis.
- Each customer must subscribe to sufficient 9-1-1 end office to Selective Router trunk(s) and Selective Router to PSAP trunk(s) to adequately handle incoming calls for its average busy hour so that no more than one call out of 100 (P.01 transmission grade of service) encounters a busy signal. In other words, the 9-1-1 Service network from each central office to the central office serving the PSAP must provide a minimum of a P.01 transmission grade of service or two trunks, whichever is the higher standard.

9-1-1 EMERGENCY TELEPHONE SERVICE

VI. CUSTOMER OBLIGATION - Continued

The customer must confirm in writing to the Utility its concurrence to the following terms and conditions by all participating ERAs: - Continued

- If a Selective Router is not used, each primary PSAP must subscribe to at least two dedicated circuits to each secondary PSAP for the purpose of forwarding or transferring calls. The number of circuits shall be no fewer than the number required to provide a P.01 transmission grade of service during that secondary PSAP's average busy hour.

The customer shall promptly notify the Utility in the event the system is not functioning properly.

Because the Utility serving boundaries and political subdivision boundaries may not coincide, the customer must make arrangements to handle all calls received on its 9-1-1 Service lines that originate from all points served by central offices within the 9-1-1 Service area whether or not the calling telephone is located on property within the geographical boundaries of the customer's public safety jurisdiction.

When the Selective Routing or Dual Tandem Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the 9-1-1 serving area. An Emergency Service Number (ESN) will be assigned to each unique combination by the Utility. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the 9-1-1 serving area. These ESNs will be carried in the Utility's Data Management System (DMS) to permit routing of 9-1-1 calls to the primary and secondary PSAPs responsible for handling calls from each telephone in the 9-1-1 serving area.

The customer's responsibility in providing ESN information includes:

- Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria, shall be furnished by the customer to the Utility by a mutually agreed upon date, prior to the effective date of service.
- After establishment of service, the customer is responsible for the accuracy of the routing information contained in the Master Street Address Guide (MSAG) file, and to advise the Utility of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities, or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

The MSAG must be provided in Utility standard format including a correct set of street names and ranges. An ESN must be assigned to each address with a corresponding PSAP assignment. This information is required for all local exchange carriers participating in the 9-1-1 Service. The customer is responsible for verifying the accuracy of the call routing capability by participating in tests with the Utility prior to service establishment, or any subsequent ESN and PSAP changes or additions.

9-1-1 EMERGENCY TELEPHONE SERVICE

VI. CUSTOMER OBLIGATION - Continued

The customer must report MSAG changes to the Utility as soon as identified by the customer. The following must be provided:

- Changes in street names and ranges
- Changes in municipal boundaries
- Renaming of communities
- Incorporation/removal of municipalities
- Reassigning areas of responsibility of ERAs
- Establishment or termination of ERAs
- Additionally, changes in ESN boundaries
- Reassignment of an ESN to a different PSAP
- Any other address, ESN, or PSAP change that affects the ability of the 9-1-1 call to be routed to the proper PSAP must also be reported.

ALI is proprietary to the Utility, and the customer agrees to use such information only for the purpose of responding to 9-1-1 calls at the time such calls are placed. Any local exchange carrier utilizing Utility information while acting as the ALI database provider of 9-1-1 Service to the customer agrees to abide by the terms and conditions that relate to the protection of Utility-provided information. The customer shall take all reasonable efforts to safeguard the proprietary nature of Utility-provided information. The customer agrees that the Utility information is being furnished in strict confidence for the sole and exclusive purpose of creating a 9-1-1 database and for the dispatching of 9-1-1 calls. The Utility will submit subscriber record errors to the customer for error correction on a daily basis. The customer is responsible to correct such errors in a timely manner and return them to the Utility.

All 9-1-1 customer equipment, system software, and databases must be located in a secure area to prevent unauthorized personnel from accessing confidential information and must not be used for any purpose other than responding to a 9-1-1 call.

To the extent allowed by law, the customer shall agree to indemnify, save and hold the Utility harmless from any and all claims for injury or damage of any nature by any person arising out of or relating to the customer's unauthorized use of Utility-provided end user information, which information is to be used solely for the purpose of providing 9-1-1 Service.

The customer may, with the prior written consent of the Utility, which consent shall not be reasonably withheld, attach features, devices, or equipment or other vendors to the equipment or network facilities provided by the Utility. The attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. The Utility reserves the right to refuse attachments if the Utility determines that the attachments will degrade the 9-1-1 Service ordered by the customer, Utility facilities, or otherwise affect its telephone operations.

Any terminal equipment used in connection with 9-1-1 Service shall be configured to restrict the customer from removing and/or changing the data provided by the Utility.

The customer must subscribe to ALI Database Administration in order to subscribe to CALI and/or Selective Routing or Dual Tandem Selective Routing services.

9-1-1 EMERGENCY TELEPHONE SERVICE

VI. CUSTOMER OBLIGATION - Continued

9-1-1 ANI and ALI Provisioning for Multi-Line Telephone Systems:

It is the customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address information to the 911 database administrator. Once the customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Utility to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Utility will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.

(N)
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(N)

9-1-1 EMERGENCY TELEPHONE SERVICE

VII. LIABILITY

The Utility's entire liability to the customer or any person for interruption or failure of 9-1-1 Service shall be limited by the terms set forth in this section, and in other tariffs of the Utility. This 9-1-1 Service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the customer, the Utility does not create any relationship or obligation, direct or indirect, to any third party other than the customer.

The Utility shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Utility act or omission in the design, development, installation, maintenance, or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Utility's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariffed rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to the Utility. No allowance shall be made if the interruption is due to the negligence or willful act of the customer.

To the extent allowed by law, and subject to the availability of funding, customer shall indemnify and hold the Utility harmless from any claim, action, or proceeding (without limiting the generality of the foregoing) against the Utility arising out of an act or omission by customer in connection with use of the 9-1-1 system, the services and/or facilities provided by Utility. Customer agrees to use its best efforts to obtain funding and take such action within its power as may be necessary to obtain such funding.

In no event shall the Utility be liable for any claim attributable to the customer's selection of Single Mode Selective Routing service instead of the Utility's recommended Dual Tandem Selective Routing service offering set forth in this Tariff.

The Utility accepts no responsibility for obtaining end user record information from private telecommunications systems.

The Utility shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 Service, including, for example and without limitation, when a call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons, and when a failure or interruption in 9-1-1 Service is due to the attachment of any equipment by a customer to Utility facilities.

The Utility shall not be liable for any act or omission of the Utility in the good faith release of information not in the public record, including Non-Publish end user information to emergency service providers responding to calls placed to a 9-1-1 Service or host providers using such information to provide a 9-1-1 Service. (T)

The Utility shall have no liability whatsoever to any person arising from its provision of, or failure to provide, 9-1-1 Service to any end user. It is the obligation of the customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the customer's service area. Neither the customer nor the Utility shall have any responsibility for 9-1-1 calls that carry foreign (foreign exchange) dial tone, whether they originate within or outside of the customer's service area, or for calls originating from mobile/cellular telephones.

The Utility shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than the Utility, or arising from the use of customer provided facilities or equipment.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS

The following rate elements apply to Enhanced 9-1-1 Service:

- A. DS1, 2- or 4-Wire Analog Trunk/Circuit
- B. Selective Router Trunk/Channel Interface Port
- C. ALI Database Administration
- D. Selective Routing for Wireline or Wireless
- E. Dual Tandem Selective Routing for Wireline or Wireless
- F. Network Control Modem
- G. Centralized Automatic Location Identification (CALI) Ports for Public Safety Answering Point (PSAP)
- H. CALI Storage/Processing for Wireline and/or Wireless
- I. ALI Database Access
- J. PSAP Network Termination
- K. Next Generation 9-1-1 (NG9-1-1) TDM Trunk Service

(N)

Rates for the trunk/circuits are located in Schedule Cal. P.U.C. No. C-1, Facilities for Intrastate Access, Section III, Special Access.

The following services are provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue these services.

- ALI Database Administration
- Selective Routing or Dual Tandem Selective Routing for Wireline or Wireless
- CALI Storage/Processing for Wireline and/or Wireless

In the event the customer terminates service prior to the completion of the current term commitment period, the customer shall be liable for payment of the termination liability charges as set forth in Schedule Cal. P.U.C. No. D&R, Rule No. 47, Termination Liability Rule.

A. DS1, 2- or 4-Wire Analog Trunk/Circuit:

Central Office to 9-1-1 Selective Router or Direct to PSAP (No Selective Router Involved) 9-1-1, per trunk

Includes a 2- wire or 4-wire voice grade circuit from a Utility central office switch to a Utility Selective Router or to a PSAP.

Provides ANI using CAMA or SS7 format.

For circuits requiring multiple carriers, the Utility will use Meet Point Billing for its portion of the circuit.

Requires dedicated trunks to meet P.01 grade of service from each end office regardless of host or remote arrangement.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS - Continued

A. DS1, 2- or 4-Wire Analog Trunk/Circuit: - Continued

Selective Router to PSAP, per trunk

Includes a 2-wire or 4-wire voice grade circuit from a Utility Selective Router to a PSAP.

Provides ANI using CAMA or EMF format.

For circuits requiring multiple carriers, the Utility will use Meet Point Billing for its portion of the circuit.

Requires dedicated 9-1-1 trunks to meet P.01 grade of service from the Utility Selective Router to the PSAP.

Provides a 2-wire voice grade Alternate Routing Channel from the PSAP to the Selective Router. Does not include the customer provided key equipment needed at the PSAP location to activate Alternate Routing.

Selective Router to Selective Router Trunks, DS0 or DS1

Includes connection between routers to allow for PSAP transfers, and selective routing between 9-1-1 Selective Routers.

For circuits requiring multiple carriers, the Utility will use Meet Point Billing for its portion of the circuit.

Dual Tandem Selective Routing Network

The additional network path is provided by establishing diverse paths for the existing or minimum number of circuits in an effort to prevent total loss of the E9-1-1 system and provides additional reliability in cases of cable cuts or failures. (For example, if the local End Office or PSAP has four 9-1-1 trunks, two trunks would be terminated to one Selective Router, and the other two trunks would be terminated to another Selective Router.)

The customer must subscribe to sufficient E9-1-1 End Office to Selective Routers and Selective Routers to PSAP trunks to maintain P.01 grade of service as defined in this Tariff. The total number of trunks to both Selective Routers will be considered in determining P.01 grade of service, with a minimum of two trunks.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS - Continued

B. Selective Router Trunk/Channel Interface Port, per DS0 port

Includes a port at the Utility Selective Router for 2-wire or 4-wire voice grade or digital DS0 termination.

Trunk port rate to be applied for connection of the following:

- Incoming 9-1-1 trunks from host, remote central office or Selective Router.
- Outgoing 9-1-1 trunks to PSAP, or to another Selective Router.
- Alternate Routing Channel

C. ALI Database Administration, per 1,000 Records

ALI Database Administration Service is provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service.

In the event the customer terminates service prior to the completion of the current term commitment period, the customer shall be liable for payment of the termination liability charges as set forth in Schedule Cal. P.U.C. D&R, Rule No. 22, Termination Liability Rule.

Provides for daily database processing for all add, delete and change activity associated with end user records.

Provides processing of customer records against the MSAG.

Provides for the creation of a file containing the updated records. Rates are based on a per 1,000 records rate using a combination of Utility access line counts and non-Utility record counts. The counts are rounded to the nearest 1,000 records and will be adjusted annually.

ALI Database Administration is provided on an initial three-year term commitment with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS - Continued

D. Selective Routing, per 1,000 Records (Wireline and Wireless)

For all routing functionality based on ESN, trunk, default or secondary routing (router to router), counts will be adjusted on an annual basis.

Selective Routing Service is provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service.

In the event the customer terminates service prior to the completion of the current term commitment period, the customer shall be liable for payment of the termination liability charges as set forth in Schedule Cal. P.U.C. D&R, Rule No. 22, Termination Liability Rule.

Wireline

Provides for Selective Routing of 9-1-1 calls to the PSAP.

Decodes ANI and routes 9-1-1 calls based on the ESN in the ALI record.

Provides for trunk default routing to the established PSAP in the event of ANI failure.

The rate is based on a per 1,000 records using a combination of Utility access line counts and non-Utility record counts. The counts are rounded to the nearest 1,000 records and will be adjusted annually.

Wireless

Provides for Selective Routing of a wireless 9-1-1 call to the PSAP.

Provides proper routing of a 9-1-1 call from a wireless mobile switch office providing 10- or 20-digit Multi-Frequency (MF) tones.

Decodes MF tones and routes 9-1-1 calls based on the ESN for ESRK or ESRD in the ALI record.

Provides for default routing to the established PSAP in the event of ESRK or ESRD failure.

Supports Phase I CAS and NCAS and CAS Hybrid as well as Phase II NCAS and CAS Hybrid wireless methods.

The rate per 1,000 records is based on 100% of the existing wireline record counts within the Wireless 9-1-1 area. These counts will be adjusted on an annual basis.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS - Continued

E. Dual Tandem Selective Routing, per 1,000 Records (Wireline and Wireless)

For all routing functionality based on ESN, trunk, default or secondary routing (router to router), counts will be adjusted on an annual basis.

Dual Tandem Selective Routing Service is provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, the intention to discontinue this service.

In the event the customer terminates service prior to the completion of the current term commitment period, the customer shall be liable for payment of the termination liability charges as set forth in Schedule Cal. P.U.C. D&R, Rule No. 22, Termination Liability Rule.

Wireline

Provides for Dual Tandem Selective Routing of 9-1-1 calls to the PSAP.

Decodes ANI and routes 9-1-1 calls based on the ESN in the ALI record.

Provides for trunk default routing to the established PSAP in the event of ANI failure.

The rate is based on a per 1,000 records count using a combination of Utility access line counts and non-Utility record counts. The counts are rounded to the nearest 1,000 records and will be adjusted annually.

Wireless

Provides for Dual Tandem Selective Routing of a wireless 9-1-1 call to the PSAP.

Provides proper routing of a 9-1-1 call from a wireless mobile switch office providing 10- or 20-digit Multi-Frequency (MF) tones.

Decodes MF tones and routes 9-1-1 calls based on the ESN for ESRK or ESRD in the ALI record.

Provides for default routing to the established PSAP in the event of ESRK or ESRD failure.

Supports Phase I CAS and NCAS and CAS Hybrid, as well as Phase II NCAS and CAS Hybrid wireless methods.

The rate per 1,000 records is based on 100% of the existing wireline record counts within the Wireless 9-1-1 area.

These counts will be adjusted on an annual basis.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS - Continued

F. Network Control Modem (NCM)

The NCM allows an authorized PSAP representative to quickly reroute calls to a pre-designated alternate answering point, in the event of an emergency or for any other reason. With the dial-up NCM, the authorized PSAP representative may dial into the NCM from any telephone, pass multiple security checks, and then activate the reroute of incoming E9-1-1 call to the alternate answering point. In order to utilize this feature, the primary and the alternate PSAPs must subscribe to Selective Routing or Dual Tandem Selective Routing and have connections to the same Selective Router(s).

G. Centralized ALI (CALI) Port for PSAPs

The rate includes the two ports that are required for redundancy, one port into the primary CALI system and one port into the secondary CALI system.

Includes Data Terminal Connection for Access to CALI System.

Includes the capability to establish a secure connection with the CALI system, including security firewall.

H. Centralized ALI (CALI) Storage/Processing, per 1, 000 Records for Wireline and Wireless¹

CALI Storage/Processing Service is provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service.

In the event the customer terminates service prior to the completion of the current term commitment period, the customer shall be liable for payment of the termination liability charges as set forth in Schedule Cal. P.U.C. D&R, Rule No. 22, Termination Liability Rule.

Wireline Storage

Provides storage and retrieval of an ALI record for 9-1-1 calls.

The CPE platform must be compatible with the Utility's service.

Rates are based on a minimum billing of 1,000 records using a combination of Utility access line counts and non-Utility record counts. These counts will be adjusted on an annual basis.

¹ Requires CALI port.

9-1-1 EMERGENCY TELEPHONE SERVICE

VIII. 9-1-1 WIRELINE AND WIRELESS RATE ELEMENTS - Continued

H. Centralized ALI (CALI) Storage/Processing, per 1, 000 Records for Wireline and Wireless¹ - Continued

Wireless Processing

Provides storage of ESRK or ESRD records for CAS and steering data to a wireless carrier or their vendor/agent for NCAS. Wireless Processing includes the retrieval of an ALI record for CAS, from within the CALI system and from the carrier database for wireless 9-1-1 calls.

The CPE platform must be compatible with the Utility's service.

Wireless rate includes ALI software for wireless NCAS solutions to steer to the wireless database provider.

The rate per 1,000 records is based on 100% of the existing wireline record counts within the Wireless 9-1-1 area. These counts will be adjusted on an annual basis.

The following two items provide access to the Primary and Secondary ALI Databases:

I. ALI Database Access – includes the following:

1. Facilities between the PSAP and the Primary Database, and
2. Facilities between the PSAP and the Secondary ALI Database.
3. Dial backup functionality to the ALI Databases over the Public Switched Network in the event of dedicated facility failure.
4. Connectivity for statistical reporting applications.

For circuits requiring multiple carriers, the Utility will use Meet Point Billing for its portion of the circuit.

The rates are in addition to any other Frontier Communications of the Southwest Inc., tariffed or ICB contracted local loop access facilities utilized by the PSAP (i.e. loop aggregation, Sonet Ring), and are in addition to any other service provider charges for PSAP locations outside of Frontier Communications of the Southwest Inc.'s servicing area.

J. PSAP Network Termination

Includes Network termination equipment required at the PSAP to terminate the Network facilities and provide the interfaces to the PSAP CPE.

This rate element only applies to PSAP locations within Frontier Communications of the Southwest Inc.'s serving area. For locations outside Frontier Communications of the Southwest Inc.'s servicing area, the equipment provided for PSAP Network Termination is available for purchase from Frontier Communications of the Southwest Inc., as CPE.

K. Next Generation 9-1-1 (NG9-1-1) TDM Trunk Service

NG9-1-1 Time Division Multiplexing (TDM) Trunk Service will be provided to the Regional Network Provider (RNSP) Contractor based on terms and pricing defined by an Individual Case Basis (ICB) commercial agreement or Interconnection Agreement.

(N)
|
(N)

¹ Requires CALI port.

9-1-1 EMERGENCY TELEPHONE SERVICE

IX. <u>RATES</u>	<u>NRC</u>	<u>Monthly Rate</u>
<u>Enhanced 9-1-1 (E9-1-1) Service</u>		
A. DS1, 2- or 4-Wire Analog Trunk/Circuit		
Central Office to 9-1-1 Selective Router, or Direct to PSAP 9-1-1, per trunk	2	2
Selective Router to PSAP, 2-Wire or 4-Wire 9-1-1 Trunk or Alternate Routing Channel, per trunk or channel	2	2
Selective Router to Selective Router, per DS0 or DS1	2	2
B. Selective Router Trunk/Channel Interface Port, per DS0 port ^{1,3}	--	\$ 8.37
C. ALI Database Administration, per 1,000 records ^{4,6,7}	--	62.13
D. Selective Routing, per 1,000 records ^{4,7,8}		
Wireline, purchased without Wireless	--	34.91
Wireline, purchased in conjunction with Wireless	--	17.46
Wireless ⁵	--	20.70

¹ In addition, the Subsequent Order charge in the Produce Guide Section 3 is applicable when additional ports are ordered.
² See Schedule Cal. P.U.C. No. K-7, Competitive Access Services – Enhanced 9-1-1 Service, IV. RATES.
³ Rate does not include trunk/channel facilities.
⁴ Minimum billing is 1,000 records. The counts are rounded to the nearest 1,000 records and will be adjusted annually.
⁵ 9-1-1 jurisdiction must also subscribe to wireline Selective Routing or Dual Tandem Selective Routing.
⁶ Records are billed based on the number of Utility access lines and non-Utility records. This rate does not include the access method to the database, where necessary. Wireless records are based on the total number of wireline records in the wireless 9-1-1 area.
⁷ Service is provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service. See Schedule Cal. P.U.C. D & R, Rule No. 22, for Termination Liability Rule.
⁸ Selective Routing rate applies whenever the router is used, i.e., primary, secondary routing in the event of router-to-router connections, default, trunk, or alternate routing.

9-1-1 EMERGENCY TELEPHONE SERVICE

IX. <u>RATES</u> (Continued)	<u>NRC</u>	<u>Monthly Rate</u>
<u>Enhanced 9-1-1 (E9-1-1) Service</u> (Continued)		
E. Dual Tandem Selective Routing, per 1,000 records ^{1, 2, 3}		
Wireline, when Frontier Communications of the Southwest Inc., is not the Wireless Dual Tandem Routing service provider	--	37.40
Wireline, when Frontier Communications of the Southwest Inc., is the Wireless Dual Tandem Routing service provider	--	19.95
Wireless, when Frontier Communications of the Southwest Inc., is the Wireline Dual Tandem Routing service provider ⁴	--	23.19
F. Network Control Modem ⁵	--	59.11
G. Centralized ALI (CALI) Port for PSAPs, per port pair ^{6, 7}	--	10.94
H. Centralized ALI (CALI) Storage/Processing, per 1,000 records ^{1, 2}		
Wireline Storage, purchased without Wireless Processing	--	35.62
Wireline Storage, purchased in conjunction with Wireless Processing	--	17.81
Wireless Processing	--	26.93
I. ALI Database Access – per PSAP ²	--	561.86
J. PSAP Network Termination - per PSAP ²	--	171.94

¹ Minimum billing is 1,000 records. The counts are rounded to the nearest 1,000 records and will be adjusted annually.
² Service is provided for an initial term period of three years with annual one-year automatic renewals. The customer must submit, in writing, at least 60 days prior to the in-service anniversary date, its intention to discontinue this service. See Schedule Cal. P.U.C. D&R, Rule No. 22, for Termination Liability Rule.
³ Selective Routing rate applies whenever the router is used, i.e., primary, secondary routing in the event of router-to-router connections, default, trunk, or alternate routing.
⁴ 9-1-1 jurisdiction must also subscribe to wireline Selective Routing or Dual Tandem Selective Routing.
⁵ In order to utilize this feature, the primary and the alternate PSAPs must subscribe to Selective Routing or Dual Tandem Selective Routing and have connections to the same Selective Router(s). This rate does not include the dedicated circuits from the PSAP to the NCM or any needed hardware at the PSAP.
⁶ In addition, the Subsequent Order charge in the Produce Guide Section 3 is applicable when additional ports are ordered.
⁷ Does not include equipment (access software and hardware) needed at customer's premises to interface to the CALI platform and does not include the circuit facility.

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

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EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

I. DESCRIPTION

Pursuant to this Tariff, Utility grants Customer, for the period in which the Service is provided, a non-exclusive limited license to use Information that is contained in the Utility's E9-1-1 Database Administration system for a specific geographic area solely for the purpose of delivery or assisting in the delivery of Emergency Services, consistent with California Public Utilities Code Sections 2872 and 2891.1 and 47 U.S. C. Section 222 (g). The licensing of Information pursuant to this Tariff shall be called Emergency Subscriber List Service (Service).

II. APPLICABILITY

This Service is available only to Customers who are authorized providers of Emergency Services and Emergency Support Services and who sign the "Application for Emergency Subscriber List Service" provided by the Utility.

This Service is available only in certain geographic areas in California where the Utility provides 9-1-1 Database Administration Service to a PSAP or other authorized E-911 Service Customer as defined in Schedule Cal. P.U.C. No. A-6. In the event the PSAP or other E-9-1-1 Service Customer discontinue purchase of Utility's 9-1-1 Data Base Administration Service, Utility reserves the right to terminate the provision of this Service in the applicable geographic area.

This Service is provided on a month to month basis. A minimum service period of one month applies for this Service.

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

III. DEFINITIONS

Application for Emergency Subscriber List Service - the written purchase form a Customer must sign, date and return to the Utility in order to purchase Service under this Tariff.

Customer - an authorized provider of Emergency Services and/or Emergency Support Services.

Confidential Information - technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible forms including, but not limited to Information, including unpublished and unlisted Information (unpublished and unlisted Information means Information that telephone subscribers have designated as not to be published in telephone directories, provided by directory assistance, or otherwise disclosed), specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may contain proprietary or confidential material, or material subject to applicable laws regarding secrecy of communications or trade secrets. Confidential information shall be marked or labeled "Confidential"; if orally disclosed, confidential information shall be reduced to writing and submitted to the non-disclosing party within thirty (30) calendar days of disclosure. All Information as defined in this Tariff is Confidential Information.

Daily Updates - an extract of Information from the Utility's 9-1-1 Database Administration system containing only those records that have had a Modification/Add/Delete (MAD) activity since the last update for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested. Daily Updates are available by 10:00 a.m. Pacific Time each calendar day.

Emergency Notification Services - services that notify the public of an emergency.

Emergency Services - 9-1-1 Emergency Services and Emergency Notification Services collectively.

Emergency Support Services - information or database management services used in support of Emergency Services.

Full File Extract - means an extract from the Utility's E-9-1-1 Database Administration system containing all Information for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested.

Information - any data identifying the listed names of subscribers and their telephone numbers, addresses, or any combination of such listed names, numbers, addresses, or classifications including data pertaining to subscribers (i) whose information is unlisted or unpublished (also referred to as non-listed and non-published) and (ii) subscribers of other carriers in the possession or control of Utility; provided on a timely and unbundled basis under non-discriminatory and reasonable rates, terms and conditions to providers of Emergency Services and Emergency Support Services solely for the purposes of delivering or assisting in the delivery of Emergency Services.

PSAP or Public Safety Answering Point - a facility that has been designated to receive emergency calls and route them to emergency services personnel.

Record - subscriber information associated with a telephone number.

Service - Emergency Subscriber List Service as described in Section I.

Subscriber - a person or business that orders access line services from a telephone company.

Weekly Updates - an extract of Information from the Utility's 9-1-1 Database Administration system containing only those records that have had a Modification/Add/Delete (MAD) activity since the last update for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested. Weekly Updates are available by 10:00 a.m. Pacific Time on the weekday mutually selected by the Customer and the Utility.

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

IV. TERMS AND CONDITIONS

A. CONFIDENTIALITY

The Party (Utility or Customer) receiving Confidential Information (including but not limited to Information as defined above) shall do so in confidence and shall limit access to such Confidential Information to authorized employees, as well as agents (including their employees) and contractors (including their employees), who have a need to know the Confidential Information in order for the Party to perform its obligations under this Tariff. Agents and contractors (including their employees) receiving Confidential Information on behalf of a Party shall be subject to and covered by written obligations of confidentiality at least as restrictive as those set forth in this Tariff. Recipients of Confidential Information shall be informed of the confidential and proprietary nature, and shall not disclose, reveal or divulge any Confidential Information or authorize any other person to do so except as specifically approved in writing by the disclosing Party.

The Customer agrees to use commercially reasonable security measures to prevent copying or downloading of the Information by third parties and to prevent any other unauthorized use of such information. If there is any unauthorized use or disclosure of the Information provided to Customer it shall be deemed to be a material breach of the Tariff and the Utility shall be entitled to terminate Service immediately.

Confidential Information shall be used only for the purposes of performing obligations under this Tariff.

Upon request of the disclosing Party, all Confidential Information shall be promptly returned to such Party, or in lieu thereof, such Confidential Information shall be destroyed, including any documents, computer media or records, in written, graphic, or other tangible form, that contain any Confidential Information. Confidential Information remains the property of the disclosing Party.

If a Party receiving Confidential Information receives a request to disclose any Confidential Information (whether pursuant to a valid and effective subpoena, an order issued by a court or other governmental authority of competent jurisdiction or otherwise, including the Electronic Communications Privacy Act of 1986, 18 U.S.C. 2703, that requires disclosure of Information to governmental entities only upon issuance of a court order) on advice of legal counsel that disclosure is required under applicable law, such Party agrees that, prior to disclosing any Confidential Information, it shall (i) notify the disclosing Party of the existence and terms of such request or advice, (ii) cooperate with the disclosing Party in taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure, if requested to do so by the disclosing Party, and (iii) if disclosure is required, use its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be afforded to such portion of the Confidential Information as is required to be disclosed.

CUSTOMER REPRESENTS THAT TO THE BEST OF ITS KNOWLEDGE THE CONFIDENTIAL INFORMATION TO BE PROVIDED PURSUANT TO THIS TARIFF IS EITHER EXEMPT FROM OR OTHERWISE NOT REQUIRED TO BE PROVIDED UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL PUBLIC INFORMATION LAW OR REGULATION (E.G. PUBLIC RECORDS LAW, "FREEDOM OF INFORMATION" LAW, "GOVERNMENT IN THE SUNSHINE" LAW) WHICH CUSTOMER MAY BE SUBJECT TO, AND THAT CUSTOMER WILL ASSERT ANY EXEMPTIONS OR EXCLUSIONS AVAILABLE IF CONFIDENTIAL INFORMATION IS SOUGHT PURSUANT TO SUCH LAW OR REGULATION.

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

IV. TERMS AND CONDITIONS (Continued)

A. CONFIDENTIALITY

The confidentiality obligations of this Tariff do not apply to Confidential Information that is authorized in writing by the disclosing Party to be released or is designated in writing by the disclosing Party as no longer being Confidential Information or proprietary.

The confidentiality obligations with respect to Information shall never terminate and shall extend beyond the duration of the period in which Service is provided. The confidentiality obligations with respect to all other Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information; such obligation may extend beyond the duration of the period in which Service is provided.

Upon termination of this Service by either Party (Utility or Customer), each Party shall return to the other, or, at the other Party's option, destroy all documents, computer media or records, in written, graphic, or other tangible form, that contain any Confidential information including without limitation, all Information. Each Party shall certify in writing that all Confidential Information has been destroyed or returned, as applicable.

B. OTHER TERMS AND CONDITIONS

The Customer represents and warrants that it is a provider of Emergency Services or Emergency Support Services and offers such service(s) in the geographic areas or jurisdictions for which it is requesting Service, and that any Information it obtains from the Utility will be used solely for the purposes of delivering or assisting in the delivery of Emergency Services or Emergency Support Services.

Customer shall not for any reason sell, disclose or use the Information, or any Confidential Information, for marketing, advertising, public relations or any other purposes of any nature. The Information remains the property of the Utility.

Customer may enhance, or add to, the Information, subject to and consistent with this Tariff.

If the Customer ceases providing Emergency Services or Emergency Support Services for a period in excess of ninety (90) calendar days in any area for which it has received Information under this Tariff, it will notify the Utility in writing, destroy any data it has received from the Utility under this Tariff for that area, and remove said data from its databases within thirty (30) calendar days.

Data format, transmission protocols and transport medium used for the delivery of Service shall be determined by the Utility. The Utility reserves the right to modify its specifications. Upon request, the Utility will provide all applicable specifications and protocols.

Utility will use commercially reasonable efforts to provide accurate and complete Information and will take steps to correct inaccurate Information upon receipt of changes from the PSAP following normal Utility error correction procedures.

Except as otherwise provided herein, all data and other material are provided by the Utility "as is" with all faults. Utility makes no express or implied warranties whatsoever regarding the completeness or accuracy of the information provided or the technical quality of any media supplied hereunder, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Utility recommends that Customers purchasing Option 2 or 3 also purchase a one-time extract (Option 1) annually, consistent with the Service Options in Section V of this Tariff, for quality assurance and data integrity validation. Utility is not liable in the event Customer does not obtain updated Information.

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

V. LIMITATION OF LIABILITY

Except as may otherwise be provided herein, the Customer agrees to indemnify, defend and hold Utility harmless from and against any and all liability, suits, damages, claims and demands, costs, expenses (including attorneys' fees and costs of court), made by a third party that arise in any manner out of Customer's use of the Information or arising from a breach of Customer obligations contained in this Tariff.

Except for the indemnities set forth in the proceeding, neither Party will be liable to the other for any exemplary, indirect, incidental, consequential, reliance, or special damages for harm to business, lost revenues, lost savings, or lost profits suffered by a party (including without limitation damages for harm to business, lost revenues, lost savings or lost profits suffered by such other party to the extent comprising indirect, incidental, consequential, reliance, or special damages), regardless of the form of action, whether in tariff, warranty, strict liability or tort, including without limitation, negligence of any kind whether active or passive, and regardless of whether the party knew of the possibility that such damages could result each party hereby releases the other party (and its respective officers, directors, employees, agents, contractors and suppliers) from, and waives any such damage claims.

The Customer acknowledges that a violation of any of the terms and conditions of this Tariff may cause irreparable harm and injury to the Utility and that the Utility shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the Customer from doing or continuing to do any such act and any other violations or threatened violations.

In addition to liability limitation as set out in California Public Utilities Code Sections 2872 and 2891.1, Utility's sole and exclusive liability to Customer or any third party for any failure by the Utility with respect to the Service, including delivery of Information, shall be limited to a credit or refund of the charges paid by Customer for the affected Service for the 12 month period preceding the claim. In no event shall Utility's liability exceed \$10,000.00 in aggregate for all claims during the period in which the Service is provided.

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

VI. RATES

Customer may purchase Service by subscribing to one of the following Service Options at the applicable rates and charges shown:

		Non Recurring	Monthly
Option 1:	Provides a one time extract of Information with no updates; One time extract with no updates	\$1,800.00	–
Option 2:	Provides a one time extract of Information with daily updates ^{1,2,3} Extract with daily updates, per 10,000 records ³	1,800.00	15.27
Option 3:	Provides a one time extract of Information with weekly updates Extract with weekly updates per 10,000 records ^{1,2,3}	1,800.00	6.65

- 1 Updates contain only Information that was Modified, Added or Deleted in the 9-1-1 Database Administration System since the last update.
- 2 Subsequent to the initial installation of Service, Customers purchasing Option 2 or Option 3 may also purchase Option 1 periodically at their discretion.
- 3 The recurring monthly rate is based on the number of records contained in the initial extract. It is calculated on a "per 10,000" record basis with the number of records rounded up to the nearest 10,000. During the period in which Service is provided, the Company may update this count periodically but not more often than one time within a consecutive thirty – six (36) month period.

Special Note: For Customers obtaining service pursuant to a currently effective emergency subscriber list information licensing agreement with the Utility, service will transition from such agreement to the rates, terms and conditions of this Tariff as of the effective date of this Tariff. Service transitioning from the agreement to Tariff will transition "as is" with respect to the Customer Service Option selected and record count quantities. Customer may, however, at Customer's election, change Service Options or purchase additional one-time updates under Option 1, in which case, the Service Option selected (including additional one-time updates under Option 1) will be provided at the rates in this Tariff.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

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(D)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

I. GENERAL

APPLICABILITY

Applicable to eligible residence customers for California LifeLine Telephone Program furnished pursuant to the Moore Universal Telephone Service Act.

TERRITORY

Within the exchange areas of all exchanges as said areas are defined on maps filed as part of the tariff schedules.

II. RATES

1. Basic Exchange Service ⁴	<u>Rate</u>	(C) (D)
Transition Credit ⁵	\$2.00	(N)

b. Local Flat Rate Service	<u>Broadband³</u>		<u>Voice³</u>	
	<u>Fed/CA</u> <u>Monthly Rate</u>	<u>CA Only</u> <u>Monthly Rate</u>	<u>Fed/CA</u> <u>Monthly Rate</u>	<u>CA Only</u> <u>Monthly Rate</u>
1. Individual Line ¹	\$22.50	\$22.50	\$22.50	\$22.50
(a) End User Facilities for Interstate Access (FIA) Charge	6.50 (I)	6.50 (I)	6.50 (I)	6.50 (I)
(b) Federal LifeLine Credit	(9.25)	--	(5.25) (R)	--
(c) California Specific Support Credit	(13.21) (I)	(13.21) (I)	(13.21) (I)	(13.21) (I)
(d) State Credit in lieu of Federal ²	<u>(0.00)</u>	<u>(9.25)</u>	<u>(2.00)</u> (I)	<u>(7.25)</u>
	\$6.54	\$6.54	\$8.54	\$8.54

¹ See Schedule A-1, Sheet No. 1.

² Expires November 30, 2021.

³ Broadband= Service that includes qualifying broadband service.

Voice= Voice service with no qualifying broadband service as defined by C.F.R. Sec 54.403(a)(2).

⁴ Message rate LifeLine service is eliminated effective December 1, 2020.

⁵ Message rate Transition Credit for customers transitioned to flat rate ends May 31 2021.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

II. RATES - Continued

1. Basic Exchange Service: - Continued

- c. Native American LifeLine – minimum monthly rate of \$0.00
(SEE SPECIAL CONDITIONS, No. 25)

<u>Reservation</u>	<u>Exchange</u>	<u>Monthly Rate</u>
Washoe Tribe, Woodfords Community	Alpine	see (1) below
Chemehuevi Indian Tribe of the Chemehuevi Reservation	Havasu Lake	see (1) below
Colorado River Indian Tribes	Blythe	see (1) below

	<u>Broadband^{3,4}</u>		
	<u>Fed/CA Flat Rate per Month</u>	<u>CA Only Flat Rate per Month</u>	
(1) Basic Exchange ACCESS LINE Service ¹	\$22.50	\$22.50	(C)
(a) End User Facilities for Interstate Access (FIA) Charge	6.50 (I)	6.50 (I)	(D)
(b) Federal LifeLine Credit	(9.25)	--	
(c) Additional Federal Tribal Support	(19.75) (I)	(19.75) (I)	
(d) State Credit in lieu of Federal ²	<u>(0.00)</u>	<u>(9.25)</u>	
	\$0.00	\$0.00	(D)

<u>Reservation</u>	<u>Exchange</u>	<u>Monthly Rate</u>
Colorado River Indian Tribes	Earp	see (2) below

	<u>Broadband³</u>		
	<u>Fed/CA Flat Rate per Month</u>	<u>CA Only Flat Rate per Month</u>	
(2) Basic Exchange ACCESS LINE Service ¹	\$22.50	\$22.50	(C)
(a) End User Facilities for Interstate Access (FIA) Charge	6.50 (I)	6.50 (I)	(D)
(b) Extended Area Service	.45	.45	
(c) Federal LifeLine Credit	(9.25)	--	
(d) Additional Federal Tribal Support	(20.20) (I)	(20.20) (I)	
(e) State Credit in lieu of Federal ²	<u>(0.00)</u>	<u>(9.25)</u>	
	\$0.00	\$0.00	(D)

¹ See Schedule A-1, Sheet No. 1.

² Expires November 30, 2021.

³ Broadband= Service that includes qualifying broadband service.

Voice= Voice service with no qualifying broadband service as defined by C.F.R. Sec 54.403(a)(2).

⁴ Message rate LifeLine service is eliminated effective December 1, 2020.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

II. RATES - Continued

1. Basic Exchange Service: - Continued

- c. Native American LifeLine – minimum monthly rate of \$0.00
(SEE SPECIAL CONDITIONS, No. 25)

<u>Reservation</u>	<u>Exchange</u>	<u>Monthly Rate</u>
Washoe Tribe, Woodfords Community	Alpine	see (1) below
Chemehuevi Indian Tribe of the Chemehuevi Reservation	Havasu Lake	see (1) below
Colorado River Indian Tribes	Blythe	see (1) below

	<u>Voice^{3,4}</u>		
	<u>Fed/CA Flat Rate per Month</u>	<u>CA Only Flat Rate per Month</u>	
(3) Basic Exchange ACCESS LINE Service ¹	\$22.50	\$22.50	(C)
(a) End User Facilities for Interstate Access (FIA) Charge	6.50 (I)	6.50 (I)	(D)
(b) Federal LifeLine Credit	(5.25) (R)	--	
(c) Additional Federal Tribal Support	(23.25) (R)	(23.25) (I)	
(d) State Credit in lieu of Federal ²	<u>(0.00)</u>	<u>(5.25)</u> (R)	
	\$0.00	\$0.00	(D)

<u>Reservation</u>	<u>Exchange</u>	<u>Monthly Rate</u>
Colorado River Indian Tribes	Earp	see (2) below

	<u>Voice^{3,4}</u>		
	<u>Fed/CA Flat Rate per Month</u>	<u>CA Only Flat Rate per Month</u>	
(4) Basic Exchange ACCESS LINE Service ¹	\$22.50	\$22.50	(C)
(a) End User Facilities for Interstate Access (FIA) Charge	6.50 (I)	6.50 (I)	(D)
(b) Extended Area Service	.45	.45	
(c) Federal LifeLine Credit	(5.25) (R)	--	
(d) Additional Federal Tribal Support	(23.70) (I)	(23.70) (I)	
(e) State Credit in lieu of Federal ²	<u>(0.00)</u>	<u>(5.25)</u> (R)	
	\$0.00	\$0.00	(D)

¹ See Schedule A-1, Sheet No. 1.

² Expires November 30, 2021.

³ Broadband= Service that includes qualifying broadband service.

Voice= Voice service with no qualifying broadband service as defined by C.F.R. Sec 54.403(a)(2).

⁴ Message rate LifeLine service is eliminated effective December 1, 2020.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

II. RATES - Continued

2. Service Charges – Nonrecurring ¹

California LifeLine Telephone Program – Residence Service

	Nonrecurring Charge	
Installation of basic exchange service:		
a. Service Order Charge - Initial: ^{2,3}	\$10.00	
b. Service Order Charge - Subsequent: ³	\$10.00	
c. Central Office Connection Charge	\$0.00	(R)
d. Access Line Work Charge ⁴	\$0.00	

Native American LifeLine

Tribal Link Up Service Charges and Line Extension Charges credit ⁵ , up to	\$100.00
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¹ Per CA CPUC Decision D14-01-036, state-funded support for discounts provided on Non-Recurring Charges will be capped at \$39.00 per participant, per instance.

² See Special Conditions No. 5.

³ See Special Conditions Nos. 5, 6, and 7.

⁴ See the Product Guide, Section 3.

⁵ See Special Conditions No. 25 and Schedule Cal. P.U.C. No. A-31.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

II. RATES - Continued

3. Access Charge Allowance ^{1,2}

4. Surcharge - Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges to the rates for all end user intrastate services except: (L)(T)

- | | |
|--|--|
| a. California LifeLine access lines, installation, billing and local calls under the California LifeLine allowance | d. customer specific contracts existing on or prior to 9/15/94 |
| b. charges to other certificated carriers for services that are to be resold | e. usage charges for coin-operated pay telephones |
| c. coin sent paid telephone calls (coin in box) and debit card calls | f. directory advertising |
| | g. one-way radio paging |

For a list of the Public Program surcharges and the amounts, refer to the Pacific Bell Telephone Company d/b/a AT&T California tariffs.

¹ See Special Conditions No. 3.c.

² An allowance equal to the current federally mandated end user access charge for California LifeLine customers. (L)

(L) Material relocated from Sheet No. 3. (N)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

SPECIAL CONDITIONS

1. California Lifeline is a basic single line residential service that provides voice grade access to the public switched network and includes touch calling, a standard white page listing, unlimited incoming calls, access to emergency services (e.g., 911, E911), access to operator services, access to interexchange services, access to directory assistance, the option of voluntary toll restriction and toll limitation services, free access to toll-free numbers, and one-time free blocking of information services. Lifeline Service is available to all low income residence customers who meet the following eligibility requirements:

a. The residence at which the service is requested is the subscriber's principal place of residence. The residence household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residence occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of California Lifeline.

b. The subscriber and the members of the subscriber's household collectively have one, and only one California Lifeline line, except as provided in Special Conditions, Section 1.i. California Lifeline subscribers may subscribe to additional non - California Lifeline lines at the applicable regular tariff or Frontier Communications of the Southwest Inc. Product Guide rates and charges.

c. Applicants may qualify by public program participation or with income documentation that proves the customer's household income is at or below the limits in Section 1.e.

d. Applicants may qualify for California Lifeline through their participation in qualifying programs.

Please visit www.californialifeline.com for the list of qualifying program eligibility.

Customers may qualify based on federal or state eligibility and will receive the associated credits.

(N)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

SPECIAL CONDITIONS

1. (Continued)

- e. The current income of a household of one or more persons does not exceed the limitations as listed in the tariffs of Pacific Bell Telephone Company d/b/a AT&T California. Acceptable income documents for Income Certification are:

Prior year's state, federal or tribal tax return
Income statements or paycheck stubs for three consecutive months within the calendar year.
Statement of benefits from Social Security, Veterans' Administration, retirement/pension, unemployment compensation, and/or workmen's compensation
A divorce decree
Child support document
Other official document

- f. The income and income imitations claimed by a Lifeline applicant are subject to renewal (documentation required) at any time by the California LifeLine Service Provider, the Commission or its California LifeLine Administrator. If it is found that the Lifeline subscriber actually exceeds the income limitation, the subscriber will be removed from the program and may be back billed with interest for previous discounts which the subscriber should not have received.

California LifeLine Administrator-a third party administrator retained by the California Public Utilities Commission to approve and renew the eligibility of Lifeline subscribers.

- g. Pursuant to 47 C.F.R. 54.410(d) and 47 C.F.R. 54.410(f), Universal LifeLine Telephone Service (California LifeLine) Program applicants and participants must provide their date of birth and the last four digits of their social security number, or Tribal identification number, as part of the eligibility requirements for receiving the California LifeLine or enhance LifeLine discounts. (N)
|
(N)
- h. No person who is claimed as a dependent on another person's income tax return shall be eligible. (T)
- i. "Income" is defined as all revenues, from all household members, from whatever sources derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and cash payments from other sources, and all employment-related, non-cash income. (T)

The income used to determine whether a household with a self-employed person is eligible to participate in the California Lifeline program shall include the net business income shown on Internal Revenue Service Form 1040, Schedule C, Line 29. If a loss is shown on Line 29, then Line 29 shall not be used to determine eligibility.

- j. A household shall be eligible to receive two California Lifeline lines if: (T)
- (1) The household meets all California Lifeline eligibility criteria set forth above.
 - (2) The household has a member who has immediate and continuous access within the household to a TTY or CapTel device.
 - (3) The TTY is issued by the Deaf and Disabled Telecommunications Program (DDTP), or a medical certificate indicating the household member's need for a TTY or CapTel equipment is submitted.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

SPECIAL CONDITIONS

2. California Lifeline is available to applicants for new service and to customers currently subscribing to flat rate individual, and measured rate individual line service who qualify under the guidelines listed above.
3. California Lifeline includes the following:
 - a. Unlimited incoming calls.
 - b. Message rate service, where it is offered, is eliminated as of December 1, 2020.
 - c. An allowance equal to the current federally mandated primary residential End User Common Line (EUCL) charge which is discounted 100% as set forth in Frontier's Tariff FCC No. 6.
<http://carrier.frontiercorp.com/crtf/tariffs/u/245/fcc/FCC%206%2001%20Title%200005.pdf>
The rates shown in II.1.a. and II.1.b. include credits in compliance with CC Docket No. 96-45.
 - d. Waiver from paying certain surcharges including the California High Cost Fund (CHCF)-A*, CHCF-B*, CASF*, California Teleconnect*, California Relay Service and Communications Device Fund*, California Lifeline* and the Public Utilities Commission Reimbursement Fee (CPUC User Fee). (C)
(C)
 - e. Waiver from paying certain taxes, fees, and surcharges billed to California Lifeline subscribers and the California Lifeline fund, which the California LifeLine Service Provider shall pay and shall seek reimbursement from the California Lifeline fund per guidelines set out in General Order 153 of the California Public Utilities Commission.
4. California Lifeline is restricted to residential local exchange service including 50% of all applicable extended area service charges. Foreign exchange services are excluded from this offering.
5. Service Charges

An applicant applying for new service and California Lifeline will be charged the regular non-recurring service charges described in the Frontier Communications of the Southwest Inc. Product Guide, Section 3, http://carrier.frontiercorp.com/crtf/tariffs/u/250/CA/local/Prod_Guide.pdf until eligibility for California LifeLine has been confirmed by the Commission's California LifeLine Administrator. Once confirmed, the subscriber's account will be adjusted to reflect the Service Order Charge for California Lifeline described on Sheet 2.

An existing customer applying for California LifeLine will not be charged a non-recurring service charge until eligibility for California LifeLine has been confirmed by the Commission's Certifying Agent. Once confirmed, the subscriber will be charged the Service Order Charge for California LifeLine described on Sheet 2.

The California Lifeline Service Charges are applicable any time a qualifying household:

- a. Establishes California LifeLine.
- b. Re-establishes California LifeLine at the same residence at which California Lifeline was previously provided.
- c. Establishes California LifeLine at a new residence.
- d. Switches California LifeLine from another California LifeLine Service Provider to the California LifeLine Service Provider.

The California LifeLine Service Order Charge – Subsequent Service Order Charge – Subsequent will apply to requests from eligible subscribers for changes in class, type, or grade of service, including requests to change from basic exchange service or Foreign Exchange Service to California LifeLine. Installation of non-California LifeLine lines and changes to the service other than as stated above shall be subject to the California LifeLine Service Provider's regular rates as described in the Product Guide, Section 3 http://carrier.frontiercorp.com/crtf/tariffs/u/250/CA/local/Prod_Guide.pdf.

*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge.

(C)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

SPECIAL CONDITIONS

6. Eligible subscribers of this service may have up to one (1) year to pay the California LifeLine Service Provider for the reduced Service Charges. The payment plan is available to Tribal Link Up Service subscribers. Interest as determined by the three-month commercial paper rate per month applies against the unpaid balance. The interest charge is applicable but shall not be assessed to the Tribal Link Up Service subscriber. Such interest, charged against any balance up to \$200, for up to one year, is to be charged to the Tribal Link Up program. (T)
 7. Deposits for establishment of California Lifeline will not be required from eligible applicants unless the applicant has any outstanding telephone bill from any telephone California LifeLine Service Provider in the state of California. Deposit requirements do not apply to Lifeline Service subscribers if toll blocking is employed. Applicants having outstanding telephone bills are subject to Rule No. 6.
 8. California Lifeline shall not be disconnected for non-payment of toll charges, but are otherwise subject to the conditions set forth in Schedule Cal. P.U.C. No. D&R, Rule No. 10, Discontinuance of Service.
 9. Service under this schedule will apply upon receipt of a completed California LifeLine Administrator -provided notice of eligibility from an applicant/customer.
 10. New applicants for telephone service will be advised of the availability of California Lifeline service, including the availability of two California Lifeline lines for qualified disabled persons, and if eligible, will be furnished with the necessary forms by the California LifeLine Administrator. Customers must return the forms and be approved for California Lifeline prior to receiving California Lifeline rates. Customers will be charged regular tariff rates for service until Frontier has received confirmation of eligibility for California Lifeline by the California LifeLine Administrator. Credits for the California Lifeline discounts will be applied to the approved customer account retroactive to the application date. If reduced Service Order Charge – Initial is applicable, the difference between California Lifeline charges and regular tariff charges will be credited to the subscriber's account. (T)
 11. Subscribers with California Lifeline must notify the California LifeLine Service Provider of a change in any condition which occurs that would cause the household to no longer qualify for California Lifeline or a second California Lifeline line. Upon receipt of notification, the California LifeLine Service Provider will change the service to regular tariffed rates for the service furnished. Service Order Charges – Initial will not apply to the change in service. (T)
- The California LifeLine Service Provider has the right to verify eligibility. If the California LifeLine Service Provider discovers that conditions exist which cause the subscriber to no longer qualify for California Lifeline or a second California Lifeline line, the California LifeLine Service Provider will immediately convert California Lifeline or the second California Lifeline line to regular tariff rates and notify the subscriber of the change. If the subscriber cannot prove when his or her household became ineligible, the California LifeLine Service Provider will bill the subscriber retroactive to the last application date for the difference between California Lifeline rates and the regular tariff rates (excluding usage) for the service furnished. No Service Order Charge - Subsequent shall apply. The California LifeLine Service Provider may elect to require a deposit, if applicable. (T)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

SPECIAL CONDITIONS

12. Eligible customers are required to be renewed (with documentation) annually. The Third Party Administrator will mail renewed forms to each subscriber of the service annually. If the subscriber fails to return the verification notice by the due date, the California LifeLine Administrator will assume that the subscriber is no longer eligible. The subscriber's service rates will be converted to the regular tariffed rates for the type, class, and grade of service furnished. Nonrecurring charges will not apply to the change in service. Deposit requirement will be applied in accordance with applicable tariffs.
13. The California LifeLine Service Provider will annually mail a notification of Lifeline availability to all residential customers.
14. In addition to the rates and conditions specified herein, all rules, regulations, charges and rates in conjunction with the service furnished elsewhere in the tariffs are also applicable to the service provided under this schedule.
15. Optional services and equipment are not included in California Lifeline Rates, but will be provided to California Lifeline subscribers at applicable tariffed rates and charges.
16. California Lifeline rates shall be applied to each monthly statement for the months this service is furnished and shall apply only for the duration of this service.

(D)
|
(D)

19. The Service Order Change Charge is waived for ninety (90) days from the date subscriber goes in-service (service turned on in "Initial" or "Move" order) after the initial service install or move is completed.
20. Initial Service Order Charges for new installation or moves are NOT waived, nor is the Service Order Change Charge waived for changes other than the change listed in Special Condition 18 above.

(D)
(D)

22. Lifeline Toll Restriction Service is available on a voluntary basis where technically feasible to Lifeline Telephone Service subscribers at no charge. Lifeline Toll Restriction Service prevents 0+, 00-, 1010XXXX, International (01+), Directory Assistance (411, 1+411, 0+411, 555-1212, 1+/0+ 555-1212, 1+/0+ NPA-555-1212), 1+900, 1+700, 976 calls and IntraLATA toll calls while allowing access to local, 611, 711, 911, 0-, 1+800/888, etc., and EAS calls. Access to Directory Assistance is available to Lifeline subscribers by dialing 0-. Access to Service Activation Codes "*"# (e.g., *66, *69) is also allowed. Upon subscriber request, some Service Activation Codes may be blocked at no charge, where conditions and facilities permit.
23. Lifeline subscribers may receive toll limitation services without charge. Toll limitation services include voluntary toll control and toll blocking. Toll control allows the subscriber to specify a certain dollar amount of toll usage that may be incurred on their telephone service per month. Toll blocking will take effect once the subscriber's requested toll limitation amount is exceeded.

CALIFORNIA LIFELINE TELEPHONE PROGRAM

SPECIAL CONDITIONS - Continued

24. Tribal Link Up Service (installation of basic exchange service) helps low income customers initiate telephone service by providing to qualifying residential subscribers, reduced service installation charges. The rate, shown in Schedule No. A-9, Sheet No. 3, item 11.2, includes the maximum allowable credit.

25. Native American Lifeline

Residential customers who reside on federally recognized tribal lands are eligible to receive additional enhanced federal Lifeline support in order to reduce the price for basic local telephone service. An individual living on tribal lands shall qualify for an additional enhanced federal Lifeline credit of up to \$25.00 per month if the individual meets existing state requirements as identified in Schedule A-9, Sheet No. 4, preceding or in one of the following assistance programs:

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families (TANF)
- Head Start (only those households meeting its income qualifying standard)
- Food Distribution Program on Indian Reservations (FDPIR)

Additionally, subscribers who live on federally-recognized tribal lands and meet the Lifeline eligibility criteria described above are eligible for federal assistance of a 100% reduction, up to \$100.00 in installation credit to establish telephone service. This credit is determined as follows:

The additional enhanced federal credit will be available to Lifeline subscribers who reside on tribal lands in the exchanges defined in Schedule A-9, RATES.

26. 711 is a nationwide abbreviated dialing code used by persons with hearing and speech disabilities to reach Telecommunications Relay Service (TRS) providers. Access to the California Relay Service via the 711 abbreviated dialing code will be free.

27. California LifeLine Service Providers shall receive a maximum Support Subsidy Amount (SSA) per California LifeLine subscriber, as provided by the CPUC and subject to change each calendar year. If the change in the SSA results in a rate increase for subscribers, they shall receive a notice in accordance with accordance with CPUC regulation and review.

28. California LifeLine billings shall be exempt from Federal Excise Tax.

29. California LifeLine billings shall be exempt from local franchise taxes, if applicable.

30. The California Lifeline Service Provider must offer at least one California Lifeline plan that meets or exceeds the California Lifeline service elements, and is not bundled with any video or data services. The California Lifeline Service Provider may offer added features and/or enhanced service elements without additional charge(s).

(N)
|
(N)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

(D)

(D)

CALIFORNIA LIFELINE TELEPHONE PROGRAM

(D)

(D)

SWITCHED DATA SERVICES

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SWITCHED DATA SERVICES

I. GENERAL

APPLICABILITY

Applicable to measured-rate, Single Line and Customized Multi-line Telephone Service Switched Data Services.

TERRITORY

Within all exchange areas, as those areas are defined by maps filed as part of the tariff schedules.

II. RATES

	<u>NRC</u> *	<u>Monthly Rate</u> #
A. <u>Switched Data Customer Line Services</u> @		
1. Low Speed Line Services **		
a. Single Line, without Intercom, each	\$50.00	\$38.00
Customized Multi-line Telephone Service with Intercom		
2 - 49 lines, each	50.00	38.00
50 - 100 lines, each	50.00	38.00
101 and above lines, each	50.00	38.00
2. High Speed Line Services **		
a. Single Line, without Intercom, each	50.00	42.00
b. Customized Multi-line Telephone Service with Intercom		
2 - 49 lines, each	50.00	42.00
50 - 100 lines, each	50.00	42.00
101 and above lines, each	50.00	42.00

Plus appropriate individual line/trunk rate in Schedule Cal. P.U.C. No. A-1.

* In addition to Service Charges in the Produce Guide Section 3.

@ In addition to the FCC Subscriber Line Charge set forth in the FCC Tariff No. 4.

** For a definition of Low Speed and High Speed Line Services refer to Schedule Cal. P.U.C. No. A-10.

(T)

SWITCHED DATA SERVICES

II. RATES

A. Switched Data Customer Line Services - Continued

	<u>NRC</u> *	<u>Monthly Rate</u> #
3. Switched Data Channel Access, @# (24 channels)	\$300.00	\$270.00
a. Central Office Termination, per access arrangement	125.00	150.00
b. Central Office Channelization, per channel activated		6.00
c. Customer Premises Termination, (optional) per access arrangement	75.00	130.00
d. Customer Premises Channelization (optional) per channel activated	20.00	30.00
4. Switched Data Individual Line Loop Extension Service (1)(2)		
a. Single Line Access #	50.00	50.00
Single Line Extension Channel	50.00	12.00
b. Customized Multi-line Telephone Service Access #	50.00	50.00
Customized Multi-line Telephone Service Extension Channel	50.00	15.00

(1) Both the Access and the Extension Channel are required.

(2) In addition to the Special Transport Rates set forth in the Product Guide Section 10, Digital Data Service (when applicable).

* In addition to Service Charges in the Product Guide Section 3.

In addition to the FCC Subscriber Line Charge set forth in Frontier Communications of the Southwest Inc.'s Tariff FCC No. 4.

(T)

SWITCHED DATA SERVICES

II. RATES

	<u>NRC</u> *	<u>Monthly Rate</u> #
B. <u>Switched Data Optional Services</u> , per line		
1. Data Direct Connect		1.00
2. Data Closed User Group		1.00
3. Voice Option		5.00
a. Single Line, each		
b. Customized Multi-line Telephone Service Line, each		
C. <u>Switched Data Optional Service Packages</u>		
1. Feature Package Data 1000, each		3.00
2. Feature Package Data 2000, each		5.00
D. <u>Switched Data Network Usage</u> @		
Switched Data Network Usage will be billed in accordance with the rates and conditions for local and message toll calls as set forth in Schedule Cal. P.U.C. Nos. A-1 and A-11.		
E. <u>Switched Data Software Reconfiguration</u> , per occurrence		<u>Rate</u> \$12.75

The Software Reconfiguration charge is applicable for any software changes that are required to make changes to Optional Features (e.g., changing Speed Call Lists, Data Direct Connection Destination, etc.) or changes to Feature Packages (e.g., add, delete or change features). The subsequent order charge as set forth in the Product Guide Section 3 will apply.

* In addition to Service Charges in the Product Guide Section 3.

@ Network usage does not apply to Customized Multi-line Telephone Service intercom calls.

(T)

SWITCHED DATA SERVICES

III. SPECIAL CONDITIONS

A. Definitions

Asynchronous. A method of transmitting data in which each transmitted character is preceded by a start bit and followed by a stop bit, thus permitting the interval between characters to vary.

Bit. A binary digit. The smallest unit of information in the binary system of notation.

Bits Per Second (bps). The number of bits transmitted per second. A measure of the speed of transmission of digital information.

Digital. Information which is expressed in discrete or noncontinuous form.

Full Duplex. Type of communication that supports the transmission of signals in both directions simultaneously. This is not associated with simultaneous transmission of voice and data communications.

Half Duplex. Type of communication that supports transmission of data signals alternately in both directions, but is not capable of simultaneous and independent transmission and reception. This is not associated with simultaneous transmission of voice and data communications.

Hunting. A search through a group of telephone numbers until an idle number is found or the last number of the group is reached.

Off-Peak. The Off-Peak period for usage rating is from 5:00 p.m. up to, but not including, 8:00 a.m.

Peak. The peak period for usage rating is from 8:00 a.m. up to, but not including, 5:00 p.m.

Synchronous. A method of transmitting data in which the data characters and bits are transmitting data in which the data characters and bits are transmitted at a fixed rate with the transmitter and receiver synchronized, eliminating the need for individual start bits and stop bits.

SWITCHED DATA SERVICES

III. SPECIAL CONDITIONS - Continued

A. Definitions (Continued)

Switched Data Services. Exchange network services which provide for digital, end-to-end data transport.

Low Speed Line Services. Low Speed Switched Data service supports 300, 1200, 2400, 4800, 9600 and 19,200 bits per second, asynchronous, full duplex or half duplex connections and 1200, 2400, 4800, 9600 and 19,200 bits per second synchronous full duplex or half duplex connections for single line and Customized Multi-line Telephone Service Line applications. (T)

High Speed Line Services. High Speed Line Services support 48,000, 56,000, and 64,000 bits per second synchronous full duplex connections for Single Line and Customized Multi-line Telephone Service Line applications. (T)

Switched Data Individual Line Loop Extension Service. An extended loop capability, which transports Switched Data usage between the customer premises and the local serving central office. Each Switched Data Individual Line Loop Extension includes one channel, which is used exclusively for data transmissions. Some technologies will permit transmissions up to 56,000 bits per second or up to 64,000 bits per second depending on technology.

Switched Data Channel Access. A 1.544 high capacity digital facility that transports Switched Data usage between the customer premises and the local serving central office on a channelized basis. Switched Data Channel Access provides 24 digital channels that support data transmission only. On a per channel basis, the customer can transmit data up to 56,000 bits per second.

Data Line Security. Data Line Security prevents a call from being interrupted by override tones, such as a call waiting tone, or other test or busy verification tests that would interrupt the flow of data.

Intercom Dialing. Intercom Dialing allows customer group stations to complete calls to other stations without the assistance of an attendant, by dialing a 2 through 7 digit number. This feature is applicable to Customized Multi-line Telephone Service customer groups only and is restricted to the serving wire center only. (T)
(T)

Direct Dialing. Direct Dialing allows the user to place local and long distance calls between Switched Data lines without the assistance of an attendant by using the standard 7 through 10 digit-dialing methods.

Data Direct Connect. Data Direct Connect is an optional service, which provides an automatic connection between a Switched Data calling line that goes off-hook at a predetermined location.

Data Closed User Group. Data Closed User Group is an optional service restricted to Customized Multi-line Telephone Service lines, which provide partitioning of Switched Data lines into groups where calls within such a group are allowed, but calls between such groups are denied. (T)
(T)

Voice Option. Voice Option is an optional service, which allows simultaneous voice and data communications over a single Switched Data line. This feature is available where technical capabilities exist but is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

SWITCHED DATA SERVICES

III. SPECIAL CONDITIONS - Continued

B. Description of Services

Packaged Services

Feature Package Data 1000

Data Individual Speed Call-Short List. Individual Speed Call-Short List is limited to an individual Switched Data line. Short List permits up to eight stored numbers. Short List is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

Data Call Forward (All/Busy/No Answer). Data Call Forward permits incoming calls to be automatically forwarded to a predetermined number. All calls may be forwarded or calls can be forwarded according to busy or no answer conditions. Data Call Forward is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

Data Last Number Redial. Data Last Number Redial permits redialing the last called number by depressing a single key. Redial is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

Data Toll Restriction. Data Toll Restriction will block toll calling over Switched Data Lines.

Data Sequential Hunt Group. Data Sequential Hunt Group pilot telephone number to a group of lines. Hunting is sequential, starting at the first line assigned to the pilot telephone number and ending at the last line.

Feature Package Data 2000. (In addition to services included in Feature Package Data 1000)

Data Call Back. Data Call Back notifies a user encountering a busy station to be notified when the station becomes idle and automatically establish the call. Data Call Back is available with Customized Multi-line Telephone Service intercom calling but not with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension. (T)

Data Saved Number Redial. Data Saved Number Redial allows a redialing a saved number by depressing a single key. Redial is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

Data Circular Hunting. Data Circular Hunting assigns a pilot telephone number to the hunt group. Hunting starts after the first idle line found by the previous hunt and continues until the hunting starting point is reached. Hunting is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

Data Group Speed Calling. Data Group Speed Calling permits abbreviated dialing for a list of numbers shared by a group of data lines. The list may be updated either by a service order or by a designated user (controller). Additions, changes, or deletions of numbers can be made only from the controller's line. Other lines with access to this list are restricted. Speed Calling is available with Customized Multi-line Telephone Service intercom calling but is not available Data Channel Access nor with Switched Data Individual Line Loop Extension. (T)

Data Individual Speed Call-Long List. Long List is the same as the Data Individual Speed Call Short-List except a Long List permits up to thirty stored numbers. Long List is limited to Switched Data lines but is not available with Switched Data Channel Access nor with Switched Data Individual Line Loop Extension.

SWITCHED DATA SERVICES

III. SPECIAL CONDITIONS - Continued

C. General

Switched Data Service will be furnished only where facilities are available. Service is offered on a limited basis by specific switching systems within certain geographical areas. Since this service is not offered in all areas, it is important to verify its availability by contacting your Company Account Representative or Business Office at the telephone number listed in your telephone directory under the heading "WHERE TO REACH FRONTIER COMMUNICATIONS OF THE SOUTHWEST INC.", for Installation/Service.

The minimum billing for which service is provided is one month.

Customer Premises Channelization may be provided by the customer or the Utility. If the Utility provides channelization, at a customer's premises the customer is not required to provide a channel access card. Channel termination equipment shall be placed at a single equipment location on the customer's premises. The customer must provide floor space, a temperature controlled environment, and a 120 volt, 60 Hz AC power service. Emergency backup power and ring generating equipment services are available at charges and rates developed for each individual case.

Switched Data Channel Access or Switched Data Individual Line Loop Extension is required for customers located in areas which are restricted by the technical requirements as specified herein, or in a local serving central office which is not capable of providing Switched Data. The Utility will determine the nearest central office capable of providing Switched Data Service. Interoffice IntraLATA digital high capacity mileage (1.544) will apply for Switched Data Channel Access from the non-capable central office to the central office capable of providing Switched Data at the mileage rate specified in Schedule Cal. P.U.C. No. C-1, Section III.B.2.K., excluding the Special Transport Termination rate. In this situation, the customer will utilize the dialing plan associated with the central office that delivers the digital dial tone.

(D)
|
(D)

SWITCHED DATA SERVICES

III. SPECIAL CONDITIONS - Continued

D. Application of Rates

Switched Data Customized Multi-line Telephone Service Line rates are determined by the total number of either Low Speed or either High Speed lines (i.e., if a customer requests 55 Low Speed lines and 25 High Speed lines, all 55 Low Speed lines will be billed at the "50-100" rate and all 25 High Speed lines will be billed at the "2-49" rate). (T)

Rates and charges specified in other tariff schedules for services provided in conjunction with Switched Data service (Custom Calling Service features, Customized Multi-line Telephone Service, etc.) are in addition to the monthly rates for Switched Data service. (T)

Customer Premises Channelization is an optional component of Switched Data Channel Access. The customer has the option to support premises Channelization with CPE devices or to be made available by the Utility. Channelization at the customer's premises when provided by the Utility is available at the rates specified in Section II.A.3. Both the Customer Premises Channelization charge, per channel and the Customer Premises Termination charge, per access arrangement (24 channels) will apply.

End User charges as specified in the End User Facilities for Interstate Access (FIA) Tariff FCC No. 4 will apply to Switched Data service. For each Switched Data Channel Access and Switched Data Individual Line Loop Extension the End User FIA charge will apply twice.

For Presubscription of an Interexchange Carrier, the rates and regulations as set forth in the FCC Tariff No. 4 will apply to Switched Data service.

A directory listing for Switched Data service will be provided upon request in accordance with the Product Guide Section 19.

E. Access Dialing

Access to Switched Data service is obtained through a dial connection via the public switched telephone network using the standard 7 through 10 digit methods.

Origination of calls for 800, 900, 976, 0-(IntraLATA) and 0+ (IntraLATA) is limited to voice calls only. These calls will be provided with the Voice Option feature of Switched Data service when requested by the customer.

SWITCHED DATA SERVICES

III. SPECIAL CONDITIONS - Continued

F. Technical Limitations

Switched Data service requires the use of customer provided data equipment that is compatible with the Utility's equipment and facilities. Visit charges, as set forth in Schedule Cal. P.U.C. No. V-1, apply for visits by the Utility to a customer's premises if a service difficulty results from customer-provided facilities or equipment.

Customers may be affected by technological limitations because of digital signal power loss. Beyond the following limitations, customers will be served with Switched Data Individual Line Loop Extensions or Switched Data Channel Access:

DMS-100: 42dB loss at 80 kilohertz, equating to a maximum route length ranging from 12,000 feet to 18,000 feet, depending on cable gauge and customer wiring.

GTD-5: 26dB loss at 80 kilohertz, equating to a maximum route length ranging from 8,000 feet to 15,000 feet, depending on cable gauge and customer wiring.

5ESS (non-ISDN equipped): 42dB loss at 80 kilohertz, equating to a range from 12,000 feet to approximately 14,000 feet depending on cable gauge and including customer wiring.

If these losses are exceeded for a customer, the customer must subscribe to Switched Data Individual Line Loop Extension Service.

G. Service Interruption

Provisions concerning allowance for interruptions in service are set forth in Schedule Cal. P.U.C. No. D&R, Rule No. 22.

H. Special Construction

All rates and charges set forth in this Schedule apply if suitable facilities are available. If special construction is necessary, the special construction charges set forth in Schedule Cal. P.U.C. No. D&R, Rule No. 28 apply.

I. Discounts for Qualifying Entities

See Schedule Cal. P.U.C. No. T-1 for qualifications and discounts for Schools, Libraries, Health Care Providers, and Community Based Organizations.

LOCAL EXCHANGES AND EXTENDED SERVICE AREAS

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LOCAL EXCHANGES AND EXTENDED SERVICE AREAS

I. GENERAL

APPLICABILITY

Applicable to calling within the local exchange and to extended area service (EAS) exchanges and district areas.

TERRITORY

Within exchanges and district areas as defined by maps filed as part of the tariff schedules.

II. RATES

A. The Measured-Rate Service - Local Calling Rates, shown in Schedule Cal. P.U.C. No. A-1, are applicable to calls originating from within the Local Exchange and terminating at locations within the Local Exchange. (T)

B. The Utility will not charge for calls which originate within the local exchange from flat-rate, Basic Exchange Access Lines and which terminate within the Local Exchange. (T)

III. SPECIAL CONDITIONS

A. Definitions

District Area. See Schedule Cal. P.U.C. No. D&R.

Extended Area Exchange. An exchange area other than a local exchange in which calls are terminated at rates and charges defined for local (non-toll) messages. (See Schedule Cal. P.U.C. No. D&R Definition of -Extended Service.)

Local Calling Area. The local exchange or district area and respective Extended Area Exchanges.

Local Exchange (Serving Exchange). The telephone exchange area from which Basic Exchange Access Line Service is provided and in which the customer's premises is located. (See Schedule Cal. P.U.C. No. D&R Definitions for "Exchange" and "Exchange Area.")

(D)
|
(D)

LOCAL EXCHANGES AND EXTENDED SERVICE AREAS

III. SPECIAL CONDITIONS - Continued

B. Local Calling Areas

Local Exchanges and District Areas

Extended Area exchanges and District Areas

Alpine

Alpine

Blythe# (including
Ehrenberg, Arizona) Palo Verde# (including

Blythe
Palo Verde# (including
Cibola, Arizona)

Coleville

Coleville

Earp ¹
(including Lost Lake Area)

Earp
Parker, Arizona
Parker Dam, California ¹ (including Parker Dam, Arizona)
Poston, Arizona

Havasu Lake

Havasu Lake
Lake Havasu City, AZ
Castle Rock, AZ

Palo Verde# (incl.
Cibola, Arizona)

Blythe# (including
Ehrenberg, Arizona)
Palo Verde

Parker Dam ¹

Earp# (including Lost Lake Area)
Parker, Arizona
Parker Dam, Arizona
Parker Dam
Poston, Arizona

¹ EAS

CHARGES FOR LINE EXTENSION AND SERVICE CONNECTION FACILITIES IN SUBURBAN AREAS

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LINE EXTENSION AND SERVICE CONNECTION FACILITIES IN SUBURBAN AREAS

APPLICABILITY

Applicable to charges for line extensions and service connections or in addition to line extension and service connection provisions of Rule No. 28 and the regular service charges found in the Product Guide Section 3.

(T)

TERRITORY

Within the suburban areas of all exchanges as said areas are defined on maps filed as part of the tariff schedules.

RATES

Charge

A. Aerial, or at Utility's option, underground reinforcements to plant along existing exchange or suitable toll telephone circuits of the Utility

No Charge

B. Aerial, or at Utility's option, underground extension to plant along existing exchange or suitable toll telephone circuits of the Utility

Applications Prior to August 7, 1984

1. Free footage Allowance - the Utility will construct at its expense a maximum of 700 feet of line extension and/or a maximum of 300 feet of service connection per applicant.

No Charge

LINE EXTENSION AND SERVICE CONNECTION FACILITIES IN SUBURBAN AREAS

SPECIAL CONDITIONS

1. General
 - a. Charges in this schedule:
 - (1) Are applicable to aerial and underground facilities whether Utility or jointly owned oriented and to all classes, types and grades of service.
 - (2) Are not applicable within new subdivisions and real estate developments (Special Condition B); or to farmer lines, toll station service and tree type construction.
 - (3) Include Income Tax Component as listed in Rule No. 2 Schedule Cal. P.U.C. No. D&R (Definitions & Rules).
 - b. In lieu of the charges under this schedule for excess footage applicant may, for that excess, clear the right-of-way, furnish and set the poles where aerial construction is employed, or furnish and install the underground supporting structure, all in accordance with the Utility's construction specifications; the Utility in that case will furnish and install the fixtures and wire or cable at its expense. Ownership of facilities so provided by applicant shall be vested in the Utility, except that underground supporting structures for service connections on private property shall be owned and maintained by the customer. Such underground supporting structure will be to the Utility's plans and specifications between designated points on the building served and the boundary of the "common portion" easement, Utility easement or dedicated street, as required.
 - c. Regular service connection and installation charges are applicable in addition to any line extension charges for service established.
 - d. Charges under this schedule are payable in advance and, except as described in Special Conditions 7 and 8 are not refundable.

LINE EXTENSION AND SERVICE CONNECTION FACILITIES IN SUBURBAN AREAS

SPECIAL CONDITIONS - Continued

2. Location and Measurement of Line Extensions and Service Connections
 - a. The line extension and service connection distance (excluding the length of aerial drop wire, if any) for determining free footage and charge is measured from the point of connection at the existing distribution facility to the point of connection with the interior wiring at the building being served.
 - b. Where the proposed route over private property will be part of the route to serve two or more customers, or where, at the Utility's option, the route will be on private property rather than on public roads, such routes will be treated as being on public roads.
3. Collective Application and Grouping of Applicants
 - a. When construction is required to serve a new applicant, a survey is made of all prospects who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Allowances are made only for those prospective customers making bona fide applications for service.
 - b. All applicants are grouped in a single project when there is no more than one-half of mile of construction between successive applicants. Separate projects are established whenever the construction between any two successive applicants exceeds one-half mile. Two or more projects are combined, however, whenever this results in lower charges (or no increase in charges) for all of the applicants involved.
 - c. An applicant at any premises receives only a single line extension allowance regardless of the number of services ordered at that premises.
 - d. Where an applicant orders service at more than one premises, he is treated as being a separate applicant at each premises for purposes of this schedule.
4. Apportionment of Charges To Group of Applicants
 - a. Applicants are divided into two groups. The first group includes all applicants whose collective allowance equals or exceeds the construction required to serve them. No charge is made to such applicants. The second group includes all remaining applicants on the project. The overall charge for the project is divided equally among all applicants in the second group.
 - b. Exceptions
 - (1) No applicant is required to pay a higher charge than he would if the project were established for him alone. Any difference between this charge and the average charge for the group is absorbed by the Utility.
 - (2) Charges for extensions to plant on private property are assumed by applicants on whose property such extensions are made and these charges are not included in the overall charges for the project. Likewise, the free footage allowance on private property is not included in the collective allowance for the project.

LINE EXTENSION AND SERVICE CONNECTION FACILITIES IN SUBURBAN AREAS

SPECIAL CONDITIONS - Continued

5. Charges to Subsequent Applicants

- a. When a new applicant is secured who can be served from a completed project, within three years from the date service was initially established for such project, the charges for the entire project are recomputed to include the new applicant. The new applicant pays a prorate of the line extension charge based upon the number of months (a fraction of a month is counted as a full month) remaining in the original three-year term, the time to be computed from the date service is established for the new applicant.
- b. Where additional construction is required for an applicant to be served from a project less than 3 years old, the cost of the project is recomputed as above if such recomputation does not increase the charges to those customers served from the existing project. Otherwise, a new project will be established.

6. Disconnects

When one or more customers on a project disconnect within the three-year term, no refund is made of the line extension charge to the disconnected customers. Charges to remaining customers are not affected by disconnects.

7. Adjustment in Charges When Additional Applicants are Connected

- a. When a project is computed as described in Special Condition 5 above, existing customers will be refunded a prorate of the difference between the original charges and the computed charges, based on the remainder of the three-year term. Recomputation of charges due to the addition of new applicants is made on the assumption that there have been no disconnects.
- b. In the event the Utility attached interexchange toll facilities to an aerial extension to plant within the three-year period, the Utility will refund a prorated amount to cover the unexpired portion of the line extension charges for that part of the line extension facilities so used.
- c. Where construction on private property is subsequently treated as being on public roads, or where a private road is dedicated to the public use, within three years of completion of the original projects the line extension charges shall be recomputed and refunds made to the initial applicants where applicable.

8. Line Extensions to Serve New Subdivisions or Real Estate Developments in Their Entirety.

- a. Where requested and permissible, aerial facilities to and within real estate developments will be provided under the following conditions:
 - (1) The applicant, in addition to any labor or material to be furnished by him, will pay in advance the estimated total cost of the Utility's construction. Any difference between the amount advanced and the actual cost shall be advanced or refunded, as the case may be, within 60 days after completion of the Utility's construction.
 - (2) When, within the first three-year period after completion of construction, the subdivision density requirement has been met, the Utility will refund the advance in (1) above. If, at the end of the three-year period the subdivision density requirement has not been met, the Utility will refund that portion of the advance proportional to the ratio of the then permanent main telephone and PBX trunk line terminations density to the subdivision density requirement. No interest will be paid on such advances.
- b. Where underground facilities are to be constructed to and within new subdivisions or real estate developments, line extensions and, service connection facilities will be provided in accordance with Rule No. 28.

LINE EXTENSION AND SERVICE CONNECTION FACILITIES IN SUBURBAN AREAS

SPECIAL CONDITIONS - Continued

9. Reuse of Facilities

- a. When a customer disconnects service or moves off the project and service is established for a new applicant at the same location, any adjustment in charges is a matter for negotiation between the original customer and the new applicant.
- b. Where a customer is disconnected for any reason and subsequently reapplies for service from the same premises, the customer will not be required to pay any additional line extension charges in addition to his total original obligation.
- c. Where a customer has paid line extension charges for service at a premises on a given project and subsequently applies for service at a different premises on the same project, the customer will not be assessed additional line extension charges greater than his original obligation unless additional construction is required.

10. Contracts

Contracts, covering periods of not to exceed three years of telephone service, may be required by the Utility as a condition precedent to establishment of the service when line extensions are necessary. Such contracts will not require advance or unusual payments in excess of those otherwise required by this schedule, and shall not interfere with the Utility's right to collect amounts as provided for elsewhere in its tariff schedules.

11. Saving Clause

In exceptional circumstances, when the application of this schedule appears impractical or unjust, the Utility or the applicant may refer the matter to the public Utilities Commission for special ruling or for approval of mutually agreed upon special conditions prior to commencing construction.

12. Relocation of Utility Facilities

When an applicant, customer, association, government entity or political division or other third-party requests a change in the type, location or the relocation of aerial or underground of communications facilities used to provide telephone service, the requestor shall be required to pay the cost incurred by the Utility for such change or relocation of facilities. Payment for the cost of the change or relocation must be made prior to the change or relocation.

(N)
|
(N)

FRONTIER ROAD WORK RECOVERY FEE

LIST OF EFFECTIVE SHEETS

Revision Number	Sheet	Revision Number	Sheet
9 th Revised*	CS A		
3 rd Revised	TOC A		
8 th Revised*	1		
1 st Revised	2		
1 st Revised	3		
1 st Revised	4		
1 st Revised	5		
1 st Revised	6		
1 st Revised	7		
1 st Revised	8		
1 st Revised	9		
1 st Revised	10		
1 st Revised	11		
1 st Revised	12		
2 nd Revised	13		
2 nd Revised	14		

* Denotes Change

FRONTIER ROAD WORK RECOVERY FEE

(C)

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FRONTIER ROAD WORK RECOVERY FEE

I. APPLICABILITY

This fee is for the recovery of costs for moving or relocating network facilities or infrastructure changes requested by a City, County, State or Federal authorities, or any other government entity of any kind. The fee will apply to end user accounts who obtain local exchange service from the Telephone Company under its general and/or local exchange tariffs. The fee will be billed monthly per account.

II. TERRITORY

Applicable to the territory within all exchange areas where service is provided from Central Offices and/or Operating Systems as said exchanges are defined on the maps contained in this Tariff.

III. RATES AND CHARGES

	<u>Monthly Rate Per Account</u>	
Business	\$2.25	(I)
Residence	\$2.25	(I)

IV. SPECIAL CONDITIONS

- A. The fee will be assessed at the time of billing.
- B. There will be no proration of charges.
- C. There will be no discounts for vacation, seasonal or temporary suspension of service.
- D. The fee will appear on the customer's bill as the "Frontier Road Work Recovery Fee".

RESERVED FOR FUTURE USE

(T)

(D)

(D)

Continued

RESERVED FOR FUTURE USE

(T)

(D)

(D)

Continued

RESERVED FOR FUTURE USE

(T)

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RESERVED FOR FUTURE USE

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RESERVED FOR FUTURE USE

(T)

(D)

(D)

SURCHARGE TO FUND 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 customers' bills.

TERRITORY

Within the exchange areas of all exchanges as these areas are defined on maps filed as part of the tariff schedules.

RATES

Surcharge ¹

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply a CPUC Reimbursement Fee surcharge to the rates for all end user intrastate services except:

- | | |
|------------------------------------|-----|
| a. Directory Advertising and Sales | (T) |
| b. Terminal Equipment and Sales | (T) |
| c. Inter-Utility Sales; and | (T) |
| d. California LifeLine billings | (N) |

For the Reimbursement Fee surcharge amount, refer to the Pacific Bell (d.b.a. SBC California) tariffs.

¹ In 1983, the Legislature established the Public Utilities Commission Reimbursement fee to be paid by utilities to fund their regulation by the Commission (Public Utilities (PU) Code Section 401-443). The surcharge to recover the cost of that fee is ordered by the Commission under authority granted by PU Code Section 433.

RESERVED FOR FUTURE USE

(T)

(D)

(D)

RESERVED FOR FUTURE USE

(T)

(D)

(D)

RESERVED FOR FUTURE USE

(T)

(D)

(D)

SURCHARGE TO FUND CALIFORNIA HIGH COST FUND

I. General

A. Applicability

These surcharges are for the purpose of funding the California High Cost Fund and apply to the customer billing section identified in the Rates section of this tariff.

B. Territory

Within the exchange areas of all exchanges as these areas are defined on Maps filed as part of the tariff schedules.

II. California High Cost Fund A*

(C)

The California High Cost Fund A is a fund established by the Commission to ensure that customers in areas served by small and mid-sized LECs have access to telephone services at reasonable rates.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges to the rates for all end user intrastate services except:

- | | |
|--|--|
| a. California Lifeline Telephone Program access lines, installation, billing and local calls under the the California Lifeline Telephone Program allowance | d. customer specific contracts existing on or prior to 9/15/94 |
| b. charges to other certificated carriers for services that are to be resold | e. usage charges for coin-operated pay telephones |
| c. coin sent paid telephone calls (coin in box) and debit card calls | f. directory advertising |
| | g. one-way radio paging |

For a list of the Public Program surcharges and the amounts, refer to the Pacific Bell (d.b.a. SBC California) tariffs.

*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge.

(C)

SURCHARGE TO FUND CALIFORNIA HIGH COST FUND

III. California High Cost Fund B*

(C)

Is a fund established by the Commission to the Universal Service Decision (D.96-10-066) to subsidize high cost areas of the state. The fund includes a collection mechanism, a distribution mechanism, and a method for calculating the amount of the required subsidy.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges to the rates for all end user intrastate services except:

- | | |
|--|--|
| a. California Lifeline Telephone Program access lines, installation, billing and local calls under the California Lifeline Telephone Program allowance | d. customer specific contracts existing on or prior to 9/15/94 |
| b. charges to other certificated carriers for services that are to be resold | e. usage charges for coin-operated pay telephones |
| c. coin sent paid telephone calls (coin in box) and debit card calls | f. directory advertising |
| | g. one-way radio paging |

For a list of the Public Program surcharges and the amounts, refer to the Pacific Bell (d.b.a. SBC California) tariffs.

*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge.

(C)

CALIFORNIA ADVANCED SERVICES FUND (CASF) SURCHARGE*

(C)

I. APPLICABILITY

The California Advanced Services Fund (CASF) surcharge was established in D 07-12-054, dated December 20, 2007, for the purpose of augmenting the deployment of broadband in unserved and underserved areas in California. The surcharge will be billed on subscriber's bills. This surcharge shall remain in effect until otherwise ordered by the Commission.

(C)

II. TERRITORY

Applicable to the territory within all exchange areas where service is provided from Central Offices and/or Operating Systems as said exchanges are defined on the maps contained in this Tariff.

III. RATES AND CHARGES

A. Pursuant to Resolution T-17386 a surcharge will be applied to all end user telecommunications intrastate services, both within a service area and between service areas except for the services listed in section III.C. below.

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

C. Exceptions:

Description

- Semi-Public Coin Box Service - (Partial) Coin Sent Paid
- Public Telephone Service - (Partial) Coin Sent Paid
- Message Telecommunications Service (Partial) Coin Sent Paid, Coin Station Service and Coin Person Service
- Access charges billed to carriers, which have a Certificate of Public Convenience and Necessity
- California Lifeline Services
- One-Way Radio Paging
- Directory Advertising
- Contracts before September 15, 1994

Taxes and following surcharges

- Deaf and Disabled Surcharge (P.U.C. Code Section 431)*
- Public Utilities Commission Utilities Reimbursement Account Fees (P.U.C. Code Section 431)
- The California LifeLine Surcharge (P.U.C. Code Section 739.2)*
- The California High Cost Fund Surcharge A (P.U.C. Code Section 739.3)*
- The California High Cost Fund Surcharge B (P. U. C. Code Section 739.3)*
- The California Teleconnect Fund Surcharge*

(C)

(C)

(C)

(C)

(C)

*As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge.

(C)

SURCHARGE TO FUND CALIFORNIA TELECONNECT FUND*

(C)

I. General

A. Applicability

This surcharge is for the purpose of funding the California Teleconnect Surcharge Fund and applies to the customer billing section identified below.

B. Territory

Within the exchange areas of all exchanges as these areas are defined on Maps filed as part of the tariff schedules.

C. Description

This surcharge is intended to provide funding for the discounted telecommunication services that qualifying entities¹ receive as provided in D.96-10-066.

II. Rates

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges to the rates for all end user intrastate services except:

- | | |
|--|--|
| a. California Lifeline Telephone Program access lines, installation, billing and local calls under the California Lifeline Telephone Program allowance | d. customer specific contracts existing on or prior to 9/15/94 |
| b. charges to other certificated carriers for services that are to be resold | e. usage charges for coin-operated pay telephones |
| c. coin sent paid telephone calls (coin in box) and debit card calls | f. directory advertising |
| | g. one-way radio paging |

For a list of the Public Program surcharges and the amounts, refer to the Pacific Bell (d.b.a. SBC California) tariffs.

* As of April 1, 2023, this rate is included in the Public Purpose Program Surcharge. (C)

¹ Qualifying entities are Health Care Providers, Schools and Libraries, and Community Based Organizations that meet the requirements as set forth in D.96-10-066, Universal Service.

SERVICE STANDARDS BILLING ADJUSTMENT

APPLICABILITY

Applicable to an exchange service billing adjustment on a customer's bill for central office lines, to reflect changes in standards of service pursuant to Decision No. 82-06-064.

TERRITORY

Within the central office areas Indicated in Special Conditions No. 3 of this tariff schedule.

RATES

Monthly
Billing

Adjustment each central
office line

\$ (3.80)

SPECIAL CONDITIONS

1. The billing adjustment will be applied to each customer's bill for each central office line provided under tariff Schedule Numbers A-1, A-3 EBSS Primary Station Lines, A-6 Centrex Primary Station Lines, Product Guide Section 8 and furnished from the central office subject to the billing adjustment pursuant to Decision No. 82-06-064.
2. After the Public Utilities Commission authorized the imposition of a surcredit, the company plans to implement such in the first billing cycle of the month following the authorization if received 10 days prior to the first day of that month. The surcredit will be automatically removed or continued at the end of the three month period based on results indicated in subsequent quarterly service measurement reports unless otherwise authorized by the Commission within 10 days of the end of the same three month period.
3. See CENTRAL OFFICES for specific central offices in which billing adjustment is imposed.

CUSTOM CALLING SERVICE

I. RATES

A. Calling Services

	<u>Monthly Rate</u>	
	<u>Bus</u>	<u>Res</u>
1. Individual Services		
a. Selective Blocking ⁷ Per call	0.00	0.00
b. Complete Blocking ⁷ Per line	0.00	0.00

II. SPECIAL CONDITIONS

A. CALLING SERVICES

1. Selective Blocking - Per Call provides free per-call blocking. Customers may prevent the delivery of their name and/or telephone number to the called party on a call by call basis. This is accomplished on a per call basis when the customer dials the Selective Blocking - Per Call activation code prior to placing the call. Selective Blocking does not prevent delivery of names and/or telephone numbers when services that utilize Automatic Number Identification (ANI) are called (e.g., 0+, 0-, 700/800/877/888/900 and 911 Services).
2. Complete Blocking - Per Line provides free per-line blocking. The service prevents the delivery of the customer's name and/or telephone number to the called party. A Complete Blocking - Per Line customer has the option of deactivating the blocking feature and forwarding their name and/or telephone number on a per call basis by dialing a code prior to placing the call. Complete Blocking does not prevent delivery of names and/or telephone numbers when services that utilize Automatic Number Identification (ANI) are called (e.g., 0+, 0-, 700/800/877/888/900 and 911 Services).

⁷ Customers may make one change to blocking options without charge. If the blocking option is changed more than once, customers will be charged the appropriate nonrecurring charge from Schedule Cal. P.U.C. No. A-41.

PROMOTIONAL PRICING

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PROMOTIONAL PRICING

I. GENERAL

A. Applicability

Applicable to promotional offerings network and exchange services as specified in this tariff schedule, on commission notice of a same day advice letter filing .

B. Territory

Within the exchange area of all exchanges.

II. DESCRIPTION

Promotional pricing of network and exchange services may be offered to the Utility's Residential and Business customers. These promotions are not intended for resale.

The Utility may waive and/or discount specific tariff charges.

III. SPECIAL CONDITIONS

A. GENERAL

1. Promotional pricing of services shall be subject to and offered only where facilities and operating conditions permit.
2. Promotional offerings shall be limited to serving central offices designated by the Utility.
3. The method of customer notification of the promotional offering shall be determined by the Utility.
4. From time to time, third parties may participate in a promotion, conducted by the Utility, by offering certain merchandise and/or services at their discretion. The Utility may include the third party offers in advertising material sent to customers. The discounts, waivers, credits, and other incentives may also be offered by the Utility to customers in conjunction with third party promotions. In addition, third parties may condition their offers, whether discounted or not, on the purchase by a customer of Utility's products and/or services.
5. Customers may cancel at any time during or at the conclusion of the promotional period without penalty. Minimum charges for service as set forth in Schedule Cal. P.U.C. D&R Rule No. 9 are applicable to promotional offerings.

PROMOTIONAL PRICING

IV. PROMOTIONAL OFFERINGS

Business Service Promotion beginning April 5, 2010 through June 30, 2010, qualifying Frontier Communications of the Southwest Inc. medium Business customers with \$4,000 - \$250,000 per year in total billed charges for network services provided by the Telephone Company are eligible for the following promotion. New, upgraded, or renewed (for terms expiring within 6 months) customers are eligible to receive an American Express gift card in the amount specified below when any of the following Frontier Communications of the Southwest Inc., tariffed services are purchased with a minimum 2-year term agreement (up to a maximum of 15 circuits):

Service Description	AMEX Card Amount
Transparent LAN Service – 10 Mbps Point to Point DS1 (1.5 Mbps Service)*	\$350.00

* Up to a maximum of 10 DS1 Circuits per customer

Renewal – Customers with expired terms or terms that are within 6 months of term expiration are eligible to receive an American Express Gift Card (AMEX Card) in the amounts shown below upon their agreement to maintain service with Frontier Communications of the Southwest Inc., for the minimum term available. The qualifying services/speeds are also listed below.

Renewal Offer

Service Description	Minimum Commitment Period	AMEX Card Amount
Point to Point DS1 (1.5 Mbps Service)*	24 Months	\$350.00

* Up to a maximum of 10 DS1 Circuits per customer

Upon completion of installation, customers will receive an email from Frontier Communications of the Southwest Inc., verifying contact information for sending the gift card. Customers must reply and provide verification by July 31, 2010 to be eligible to receive the American Express Gifts Cards. American Express Gift Cards expire one year from issuance.

These promotional offerings will be made under the terms and conditions of the Tariff and will not extend beyond June 30, 2010. The tariffed rates, terms and conditions for the services in this promotional offer apply except to the extent provided in this promotion. These promotional offerings cannot be combined with any other discount or promotion except as authorized by Frontier Communications of the Southwest Inc.,

PROMOTIONAL PRICING

IV. PROMOTIONAL OFFERINGS – Continued

Business Service Promotion beginning January 4, 2010 through March 31, 2010, qualifying business customers with \$4,000 - \$250,000 per year in billed charges for network services provided by the Telephone Company are eligible for the following promotion. New, upgraded, or renewed (for terms expiring within 6 months) customers are eligible to receive an American Express gift card in the amount specified below when any of the following services are purchased/renewed from Frontier Communications of the Southwest Inc., with a minimum 3 year term agreement (up to a maximum of 15 circuits):

Service Description	AMEX Card Amount
Point to Point DS1 (1.5 Mbps Service)	\$250.00
Transparent LAN Service – 10 Mbps	\$1,000.00
Transparent LAN Service – 100 Mbps	\$2,000.00
Transparent LAN Service – 1 Gbps	\$3,000.00

Renewal – Customers with expired terms or terms that are within 6 months of term expiration are eligible to receive an American Express Gift Card (AMEX Card) in the amounts shown below upon their agreement to maintain service with Frontier Communications of the Southwest Inc., for the minimum term available. The qualifying services/speeds are also listed below.

Renewal Offer

Service Description	Minimum Commitment Period	AMEX Card Amount
Point to Point DS1 (1.5 Mbps Service)	24 Months	\$250.00
Transparent LAN Service – 10 Mbps*	3 Years	\$1,000.00
Transparent LAN Service – 100 Mbps*	3 Years	\$2,000.00
Transparent LAN Service – 1 Gbps*	3 Years	\$3,000.00

* Up to a maximum of 15 Transparent LAN Service Circuits

Upon completion of installation, customers will receive an email from Frontier Communications of the Southwest Inc., verifying contact information for sending the gift card. Customers must reply and provide verification by May 31, 2010 to be eligible to receive the American Express Gifts Cards. American Express Gift Cards expire one year from issuance.

These promotional offerings will be made under the terms and conditions of the Tariff and will not extend beyond March 31, 2010. The tariffed rates, terms and conditions for the services in this promotional offer apply except to the extent provided in this promotion. These promotional offerings cannot be combined with any other discount or promotion except as authorized by Frontier Communications of the Southwest Inc.,

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DEFINITIONS AND RULES

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19^h Revised*	CS A	1 st Revised	34
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* Denotes Change

DEFINITIONS AND RULES

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DEFINITIONS AND RULES -PRELIMINARY STATEMENT

The definitions and rules in this schedule apply except that if a definition or condition for service in any other schedule conflicts with these definitions and rules, the definition or condition for service in the other schedule shall apply.

DEFINITIONS

Certain terms and phrases used in the following Rules and associated filed tariffs have the meaning as given in the Definitions set forth below:

Advanced Credit Management (ACM)

A process whereby the Utility will establish credit limits for new and existing customers. The customer may also designate their own credit limit provided that limit does not exceed the limit established by the Utility. (See Rule No. 5)

Applicant

An individual or concern making application to the Utility for telephone service or installation of facilities.

Authorized Equipment

Registered or grandfathered customer-provided equipment authorized for connection to the telecommunications network in accordance with the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations or of the California Public Utilities Commission's certification program General Order 138.

Authorized User

A person, firm, or corporation (other than the customer) on whose premises an exchange service, special access line (SAL) or a private line termination is located and who is authorized to communicate over the service according to the terms of the schedule. An authorized user must be specifically named in the order for service.

Automatic Bank Payment (ABP)

An option available to customers to enable payment of telephone bills automatically. The customer's bank, savings and loan or credit union account is debited each month for the amount owing on their telephone bill. Twelve days after the monthly telephone statement is issued, the payment is deducted from the customer's account.

Abandoned Service

Premises or service is considered abandoned when a customer has vacated his or her premise without notifying the Utility to terminate service, or otherwise by word or conduct indicates an intent to relinquish service.

DEFINITIONS

Auxiliary Line

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

Base Rate or Rate Area

A specific area within an exchange wherein individual and party line business and residence service and private branch exchange system service is furnished without the application of mileage charges.

Base Rate Point

A designated point within an exchange area for which base rates apply.

Battery Power

Electrical energy furnished by means of a circuit from a central office or other source of supply to operate the private line service or other equipment requiring battery power.

Baud

A unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

Billed Number Screening (BNS)

A screening service which disallows other calling parties to bill collect or third-party calls to a telephone number in the BNS database tables.

Blanket Agency Form

An affidavit that the agent submits to the Utility which certifies that authorization has been provided to the agent to purchase services on behalf of the customer.

Bridging

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

Bridging Wire Center

The Utility designated wire center in which bridging is accomplished.

DEFINITIONS

Building

A nonmobile 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 premises. 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 a permanent work location 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.

For provision of service connection facilities, each of several single occupancy "Townhouse" living units constructed on a separate lot within a continuous property is treated as a separate building.

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 owner-ship as in a condominium.

Buried Cable

A cable designed for use in underground construction and utilized in extending the Utility's telephone plant.

Business Service

Exchange service furnished to individuals engaged in a business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, hotels receiving individual or party line service, and individuals conducting any business or practicing a profession having no other office than their residence and where the actual or obvious use of the service is principally or substantially of a business, professional or occupational nature.

DEFINITIONS

California Relay Service

This service enables users of telecommunications devices to call parties without telecommunications devices, and for parties without telecommunications devices to call parties with telecommunications devices. The originating and receiving telephone numbers must be within California. Specific user information is in Schedule Cal. P.U.C. No. A-2, Special Condition 10.

Central Office

A switching office unit by means of which telephone stations may be connected to one another.

CENTRAL OFFICE AREA

A specific portion of an exchange area served by a particular central office.

CENTREX SERVICE (See also Private Branch Exchange Service)

The term "primary line" as used in connection with Centrex Service denotes a line capable of receiving direct in-dialed calls and capable of direct out-dialing of calls.

The term "extension line" (additional termination of a primary service) as used in connection with Centrex Service denotes a line connected to the same telephone number terminal as the primary line with which it is associated.

The term "customer location" as used in connection with Centrex Service denotes space occupied by the customer in a building or buildings located on the customer's continuous property.

The term "customer primary location" as used in connection with Centrex Service denotes the customer location at which attendant positions are installed for the purpose of receiving incoming directory number traffic. The term "Utility premises" as used in connection with Centrex Service denotes space which is owned by the Utility.

DEFINITIONS

CERTIFIED EQUIPMENT

Denotes customer-provided ancillary and data equipment that has been issued a registration number by the Public Utilities Commission of the State of California and said number has been permanently affixed to the certified equipment by means of an identification plate.

Certified equipment may be connected to the telecommunications network through a connecting arrangement.

CHANNEL

The electrical communications path provided by the Utility between two or more points of terminations in the Utility's offices, furnished by wire, radio or a combination thereof, (or photonic communications path in the case of fiber optic based transmission systems).

CIRCUIT

SEE CHANNEL

COAM

Customer-owned and -maintained

COINLESS CUSTOMER-OWNED PAY TELEPHONE (COPT)

Coinless COPT is a pay telephone that employs call processing capabilities, either internal to the instrument or through remote call processing capabilities, and is capable of receiving payment by means other than coin. Coinless COPT telephones may also accept coins.

COIN SERVICE

Utility provided public telephone service or individual line Utility provided semipublic service. This service is deregulated with FCC Docket No. 96-128.

COMMUNICATIONS SYSTEMS

Denotes facilities, which are capable, when not connected to exchange or message toll service or private line services, of two-way communications between customer. provided terminal equipment or Utility stations.

DEFINITIONS

CONTINUOUS PROPERTY

Continuous property is land which is (1) wholly owned by a single individual or entity, regardless of whether the owner leases all or a portion of the property to another, and (2) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare or the property of another.

CONTINUOUS PROPERTY - Continued

The three basic types of Continuous Properties are:

Single-tenant commercial in which one owner or tenant occupies all buildings.

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 uses exists.

Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single-family homes and properties within which a portion of the land is owned by separate entities and a portion is owned by the entities in common*** do not constitute continuous property.

CONTRACT

The term "Contract" refers to the service agreement between a customer and the Utility under which facilities for communication between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contract are furnished in accordance with the provisions of the Utility's regulations and schedules.

CONTRIBUTION IN AID OF CONSTRUCTION TAX

Specific information and applicability in Rule No. 2 Schedule Cal. P.U.C. No. D&R (Definitions & Rules)

COORDINATING FACILITIES

The term "Coordinating Facilities" denotes those used for communication between stations on program networks to enable the customer to pass information necessary for the proper handling of his programs.

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 of the property to another, e.g., apartment buildings or complexes; condominiums are also considered continuous property.

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.

*** Such as townhomes and homes in gated communities.

DEFINITIONS

CUSTOMER

The person in whose name the service is furnished as evidenced by the signature on the application or contract for that service, or in the absence of a filed instrument, by the receipt and payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT (Private Line Service)

Denotes devices, apparatus, and their associated wiring, provided by a customer, or authorized user which are used with the network control signaling unit or other station equipment furnished by the Utility and does not include customer-provided communications systems.

DATA ACCESS ARRANGEMENT

Denotes a protective "Connecting Arrangement" for use with the network control signaling unit to permit the transmitting and/or receiving of signals that have been converted from data signals to voice frequency signals by customer-provided data sets. The protective "Connecting Arrangement" may be located either on the customer's premises and/or at the Utility's option, in the Utility's central office building.

DATA SET OF DATA SUBSET

Denotes a facility which converts data signals to voice frequency signals for sending and converts voice frequency signals to data signals for receiving.

DATE OF PRESENTATION

The date upon which a bill or notice is mailed or delivered to the customer.

DEMARCATIION OF EXCHANGE FACILITIES

The regulated network point of demarcation is at the protector or standard network interface (SNI), if installed, all facilities beyond that point, will be considered the responsibility of the customer.

DIAL TELEPHONE SERVICE

Service by means of a telephone system in which the central office equipment is of the automatic or machine-switching type and in which the customer's telephone is equipped for originating calls therefrom.

DEFINITIONS

DIRECT CONNECT SERVICE

Allows automatic dialing of calls to a preselected telephone number when the telephone handset is taken off-hook.

DIRECT ELECTRICAL CONNECTION

Denotes a physical connection of the electrical conductors in the communication path.

DIRECTORY LISTING

Essential information in the telephone directory whereby telephone users may ascertain the telephone numbers of a customer's service.

DISTRIBUTION FACILITIES

The Utility's cables, wires and associated supporting structures and appurtenances, located in dedicated streets and utility easements, designed to serve more than one property and extending from the serving central office to the points of connection with service connection facilities. (See Line Extension and Service Connections)

DISTRIBUTION TERMINAL

A connecting block. A base with terminals or connecting strips used to interconnect wires, cables, or cords.

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, and for which there is a designated principal central office.

DUPLEX SERVICE

Provides for simultaneous transmission in both directions.

ELECTION SERVICE

New or additional service or facilities for use in connection with a Federal, State or local election campaign for political office, including fund raising activities, or in connection with a proposition, bond, initiative, or any other matter which is on, or may be on, an election ballot.

EMERGENCY

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

DEFINITIONS

EQUALIZATION

Equipment and services furnished to broaden the range through which transmission of approximately uniform level may be attained.

EXCHANGE

Consists of one or more central offices, usually located in the same city, town or village, forming a local system providing local service between customers in the city, town or village, or contiguous thereto, at rates established for that area.

EXCHANGE AREA

The total area within which the Utility holds itself out to furnish exchange telephone service from central offices serving that area.

EXCHANGE MESSAGE

A completed telephone call or telephonic communication between primary exchange services in the same local service area except messages between toll points.

EXCHANGE SERVICE

Telephone service furnished between customers within an exchange area.

EXTENDED 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 STATION (Additional Termination of a Primary Service)

An additional termination of a primary service both of which use the same circuit to the central office, or in the case of the private branch exchange, the extensions to the primary terminations.

FARMER LINE SERVICE OR COOPERATIVE RURAL SERVICE

Farmer line service or cooperative rural service is exchange service furnished in the suburban or farmer line area where the lines are built, owned and maintained by individuals and join the Utility's line at the boundary of the primary rate area or the city limits. In case the latter boundary is located a greater distance from the central office than the former, the connection of these lines with the exchange serving them is made at the Utility's central office and the customers are exchange customers.

FLAT RATE SERVICE

Unlimited exchange service furnished for a fixed periodic charge.

DEFINITIONS

FOREIGN EXCHANGE SERVICE

Exchange service furnished by means of a circuit connecting a customer's premises with a central office in an exchange area other than that in which the premises is located.

HARMFUL MATTER

"Harmful Matter" as defined in California Penal Code, Section 313, means matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest, and is matter which, taken as a whole, depicts or describes in a patently offensive way, sexual conduct and which, taken a whole, lacks serious literary, artistic, political or scientific value for minors.

"Matter" includes live or recorded telephone messages when transmitted, disseminated or distributed as part of a commercial transaction.

"Minors" means any person under 18 years of age.

HERTZ

An electrical term meaning one cycle per second.

IMMEDIATE FAMILY

A group of persons, related either by blood, marriage or adoption.

INDIVIDUAL LINE SERVICE

Exchange service furnished by means of a central office line or circuit assigned for use for one primary service only.

INFORMATION ACCESS SERVICE

A serving arrangement which enables a customer to offer a pre-recorded announcement or interactive program to clients (callers) by dialing an IAS telephone number for a charge.

INFORMATION PROVIDER

The customer of the Utility who subscribes to the Utility's Information Access Service and/or Information Calling Service Transport and provides a recorded audiotex or videotex service for callers to access.

INFORMATION PROVIDER BLOCKING

The Utility's customer's ability to block access to Information Calling Service (900) and Information Access Service (976).

DEFINITIONS

INTERFACE

Denotes the junction of point of interconnection between customer-provided equipment and the facilities of the Utility.

INTERFACE (Private Line Service)

Denotes that point on the premises of the customer or authorized user at which provision is made for connection of other than Utility-provided facilities to facilities provided by the Utility.

LARGE TELEPHONE ACCOUNTS

An account for which the average monthly billing account is \$10,000 per month. This would include composite accounts, but would not include a sum total of all bills paid by one business entity.

LATE PAYMENT CHARGE

A charge applicable to an unpaid balance not received at the Utility or one of its payment agents by the late payment date printed on the bill.

LEVEL BILL PLAN

A "Level Bill Plan" is a billing service which provides large telephone accounts with an estimated average monthly bill. A settlement procedure will occur in the month following each quarter whereby the difference between the amount paid the previous quarter and the actual amount billed will be debited or credited to the next months level payment.

LINE EXTENSION

Line extensions consist of overhead or underground extension of existing distribution facilities to new service connections and exclude additions to plant along existing telephone facilities. (See Distribution Facilities and Service Connections)

LIVE PROGRAM

An Information Calling Service offering which allows a caller to join a live conversation with one or more other parties.

LOCAL SERVICE

Exchange service available in a particular exchange area for communication throughout that exchange area.

LOCAL SERVICE AREA

An area within which are located the primary services which customers may call at exchange rates, in accordance with the provisions of the exchange tariffs. The local service area may include the whole or a part of an exchange area, or parts or all of two or more exchange areas.

DEFINITIONS

MEASURED RATE SERVICE

A telephone service, the charges for which are based upon a basic monthly charge plus an additional fixed charge applicable to each exchange unit.

MEMBER OF A FIRE OR BUSINESS

Individuals, firms, companies or associations engaged in the same business or profession on one premises, receiving service from the same facilities, are considered as members of a firm or business if the individuals or members of the firms, company or association file a joint income tax return and also if any individual member of a firm, company or association substantially participates in the earnings of his fellow members of such firm, company or association.

MESSAGE RATE SERVICE

A telephone service, the charges for which are based upon a basic monthly charge plus an additional fixed charge applicable to each outgoing message.

MOBILEHOME PARKS

A mobile home park, is defined as any area or tract of land where two or more mobile home lots accommodate manufactured homes or mobile homes and (1) which is subject to the permit to operate requirements under the Mobile home Parks Act (Health and Safety Code Section 18200, et.seq.) or (2) that (a) is owned, operated and maintained by a government entity, (b) is for residential occupancy by the public and (c) is not used for government employee housing or occupancy.

In addition, employee housing within the definition of the Health and Safety Code Section 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 requirement under the Mobile home Parks Act.

NETWORK CONTROL SIGNALING

Denotes the transmission of signals used in the exchange and toll network which perform functions such as supervision (control, status, and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the central office equipment in the exchange and toll network.

OWNERSHIP

1. 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.
2. Tenant: A person or entity paying rent to occupy or use real property owned by a landlord for residential or commercial purposes.

DEFINITIONS

NONRECURRING CHARGE (NRC)

The initial charge made under certain conditions to cover all or a portion of the cost of installing Network Services.

OPTIONAL PREFIX SERVICE

A prefix furnished within an exchange or district area but, at the request of the customer, served from a central office which is not the serving central office as designated by the Utility.

OWNERSHIP OF PREMISES

Ownership of a premises will be established after a certificate is submitted to the effect that premises is owned by the customer.

Permanent Disconnect

A discontinuance Of service in which the facilities used in the service are immediately made available for use for another service.

Personalized Telephone Number (PTN)

Personalized Telephone Number (PTN) Service allows customers the option of selecting an available telephone number with the specific digits the customer chooses or through a customer requested search.

Premises

A room or portion of a room of a building occupied by the customer or the customer's personnel for his exclusive business or residential use.

A group of rooms which are contiguous, on the same floor or on separate floors occupied exclusively by the customer or the customer's personnel.

When the customer occupies more than one building and the buildings are connected by an enclosed walkway, under exclusive control of the customer, which is capable of handling pedestrian traffic and necessary wiring, the buildings so connected will be considered as one premises subject to compliance with 2. above.

A mobile home, boat, room, apartment or that portion of an individual house or building entirely occupied by an individual or by one family, or jointly occupied by two or more individuals functioning as one domestic household. Private garages, patios, servants quarters which are part of the customers domestic establishment and used as part of his residence if located on the same continuous property and not separated from the residence by a public thoroughfare.

DEFINITIONS

PRINCIPLE CENTRAL OFFICE

The term Principal Central Office refers to the central office in a single office exchange or district area, or to that office (usually the toll office) of a multioffice exchange or district area which is designated as such for (1) the purpose of measuring local channel mileage and (2) termination of an interdistrict area or interexchange channel and its connection to a Local Loop.

PRIVATE BRANCH EXCHANGE SERVICE

Inward Dialing Service is a type of private branch exchange service which provides for direct access, without the intervention of the attendant, from the exchange system to station lines of the inward dialing system.

Centrex Service is a type of private branch exchange service which provides inward dialing service.

SPECIAL ACCESS LINE

A "Special Access Line" consists of the facilities including special transport and special access lines terminating on a standard network device without intermediate switching arrangements.

Private Line Network

Two or more private line units of the same type which are permanently connected, or may be connected by a switching arrangement.

SPECIAL ACCESS SERVICE

Special Access service is that of furnishing the requisite facilities and channels to enable the customer and authorized users to communicate between specified locations, subject to the availability of such facilities and at rates and conditions set forth in the applicable schedule.

PROGRAM

Any live or recorded service furnished by an Information Provider and/or Sponsor by which the Utility's customer can access Information Calling Service and/or Information Access Service.

PROMOTIONAL ITEMS/SWEEPSTAKES

The Utility may occasionally give away promotional items at trade shows or other promotional events. The Utility may also conduct contests and/or sweepstakes with prizes funded by the Utility. The value of the prizes will not exceed a nominal dollar value per contestant.

PUBLIC NEWS CUSTOMER

Public News Customers include public news associations which collect or disseminate general news for publications, newspapers, magazines, periodicals, and other publications, of general circulation which collect, disseminate, or publish general news for the information of the public. "General News" includes a balanced account of current events, public announcements, information relating to finance, science, commerce, religion, civic or other public organizations, and all like information of general public interest.

DEFINITIONS

PUBLIC TELEPHONE SERVICE

A nonlisted, noncustomer exchange service provided for the convenience of the public at locations designated by the Utility. This service is deregulated with FCC Docket No. 96-128.

RATE AREA

See Base Rate Area

RATE CENTER

The designated point within an exchange or district area which is used in computing mileage for application of interexchange mileage rates.

RECORDED PROGRAM

An Information Access Service and/or Information Calling Service offering which allows callers to access an Information Provider's Audiotex or Videotex Program.

REGISTERED EQUIPMENT

Terminal equipment, multiline terminating systems, and protective circuitry which comply with and have been approved in accordance with the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

RESIDENCE SERVICE

Residence service is exchange service furnished customers where the actual or obvious use is for domestic purposes.

ROOM

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.

SALES REPRESENTATIVE (See Sales Agency Program)

A Utility approved vendor contracted to market, on a commission basis, Network and Exchange Services in accordance with authorized tariff rates, charges and regulations as set forth in the Utility's Schedules.

DEFINITIONS

SALES AGENCY PROGRAM (See Sales Representative)

The Sales Agency Program allows a Utility authorized Sales Representative (vendor) to market, on a commission basis, within geographical area designated by the Utility, Network and Exchange Services at rates, charges and regulations as set forth in the Utility's Schedules. A Utility authorized Sales Representatives may also be compensated for sale of the Utility Services under the G. O. 96-A contract process.

SALES AGENCY PROGRAM

Each Sales Representative must sign a Frontier Communications of the Southwest Inc., Authorized Sales Representative Agreement. The Sales Representative shall meet all requirements and standards as set forth in the agreement and failure to do so shall result in termination of the vendor from the plan at the option of the Utility.

The Utility shall receive a letter of authorization signed by the Sales Representative and applicant/customer or a Blanket Agency Form to represent such application/customer in regard to their telephone service. 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 Utility's Schedules.

A customer who is represented by an authorized Sales Representative shall retain the same remedial rights against the Utility as if the services were subscribed to directly from the Utility.

Authorized Sales Representatives will receive compensation for the marketing of Network and Exchange Services as specified by the Utility. For each network service offered in the Sales Agency Program, commissions paid by Frontier Communications of the Southwest Inc., to authorized sales representatives may not exceed 50% of the annual recurring revenue for the service sold, nor may the commission paid by Frontier Communications of the Southwest Inc., to sales representatives exceed Frontier Communications of the Southwest Inc.'s, own costs to sell the service.

SEMI-PUBLIC SERVICE

A customer service with a telephone equipped with a coin-collecting device furnished for the use of the customer and the public in locations somewhat public in character. This service is deregulated with FCC Docket No. 96-128.

SERVICE AREA

A specific portion of an exchange area served by one or more central offices as shown on exchange maps filed elsewhere in the tariff schedules.

Service Connection

Wire or cable, and associated underground supporting structure where used, from the point of connection with the Utility's distribution facilities to the point of connection with the network device 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 Utility easement.

(See Distribution facilities and Line Extensions.)

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DEFINITIONS

Service Charge

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A charge intended to cover in part certain operating expenses incident to the establishment of telephone service and the connection of the service with the network system.

Service Point (Private Line Service)

The term "Service Point" when used in connection with customer-provided communications channels denotes the point on the customer's or authorized user's premises where channels provided by or furnished to the customer are terminated on a standard network device.

Service Terminal

The term "Service Terminal", when used in connection with Series 5000 Telpak Channels and Services and Series 8000 Wideband Service Channels denotes the facilities required for terminating the interexchange channel.

Signal Source

A location at which signals are supplied to a local distribution system or an interexchange system.

Single Service (Half Duplex)

Single service (half duplex) provides for transmission alternately in either direction or for transmission on one direction only

SPECULATIVE PROJECTS

Projects involving oil wells, mining operations, stock or other promotional schemes, club membership or other drives, sales campaigns, resorts, business ventures when experience shows that they are of a type subject to frequent sale or in which the proprietor has only a minor financial interest, and other projects, including subdivisions for which the utility is unlikely to recover its investment.

SPONSOR

A Sponsor subscribing to the Utility's Information Calling Service Transport, offers a live program and provides the bridging equipment.

STANDARD TRANSMISSION LIMITS

Standard transmission limits used herein means an airline distance of one-half mile measured from the primary termination on a network device.

DEFINITIONS

SUBDIVISION

Improved or unimproved land under a definite plan of development where in it can be shown that there are reasonable prospects within the next three years for five or more nontemporary appearances of primary or trunk lines at a density of at least one per acre.

SUBSCRIPTION

The only manner and process by which an Information Provider and/or Sponsor may furnish caller access to programs providing messages containing harmful matter.

SUPERSEDURE

Allowed except when otherwise indicated in the various tariff schedules.

Exchange Service

The transfer of an entire service, including the telephone number(s), from a customer to an applicant with no interruption of service and no change in the service.

Special Access Service

The transfer of a customer's Special Access service from the customer to the applicant with no change in type or location of Special Access channels.

TELEPHONE MESSAGE

A completed call or telephonic communication.

TELEPHONE SERVICE

A service including both exchange and toll service.

TEMPORARY DISCONNECT

A service is temporarily disconnected when service is denied by the Utility, but the telephone facilities are held available for the customer of the service.

TEMPORARY SERVICE

In connection with Special Access, service furnished for a period of less than one month.

In connection with services other than Special Access, service definitely known to be required for a short period (in general less than twelve consecutive months), such as that furnished to contractors for use during construction of a building, service to a convention, circus, resort, guests at resorts, election service or other services of a similar nature where it is definitely known that service will be of a temporary nature.

DEFINITIONS

TIE LINE

A channel connecting two network devices serving private branch exchange systems within one exchange for the purpose of interconnection.

TOUCH CALLING SERVICE

A service arrangement permitting use of customer telephone instruments equipped with keys/buttons, each of which generates a distinctive tone, for the origination of calls, Touch Calling service is offered for use with customer lines served from a central office equipped to furnish the service.

TRACT OR 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 primary lines at a density of at least one per acre.

TRANSPORT CHARGE - INFORMATION PROVIDER/SPONSOR

The usage charges billed to the Information Provider/Sponsor for qualifying minutes of connect time.

TRENCHING COSTS

Cost of excavating, backfilling and compacting, and, where necessary, cost of breaking and replacing pavement and of restoring landscaping.

TRUNK LINE

A telephone circuit from one central office unit to another or between a network device serving a private branch exchange system and a Utility central office.

Underground Supporting Structure

Conduit, manholes, handholes, and pull boxes where and as required plus trenching costs as defined above.

Voice Service

Voice Service is any Exchange Service that provides voice telephone service furnished between customers within an exchange area.

RULE NO. 1

DESCRIPTION OF SERVICE

A. GENERAL

Exchange service is available through facilities owned and maintained by the Utility in accordance with the Utility's standards, where operating conditions and facilities permit, and, in multi-office exchanges, is operated from the central office designated by the Utility. The Utility is not obligated to provide service except under reasonable conditions. Provision of all services is limited to situations where compatibility with central office systems remains technically feasible.

B. SERVICE

The Utility furnishes service under its effective rate schedules, and in general, as follows:

1. Class of Service

- a. Business service
- b. Residence service

2. Type of Service

- a. Flat rate service
- b. Message rate service
- c. Coin box service
- d. Measured rate service

3. Grade of Service

For grades of service furnished in the various exchange areas, see Schedules of Rates.

Grade of Service

- a. Individual line
- b. Private branch exchange

Miscellaneous service and private lines are furnished by the Utility in accordance with the tariff schedules.

Service is furnished at the base rates shown in the exchange service schedules where service locations of the customer are on the premises on which the primary service, private branch exchange service call receiving service or receiving service is located.

The application of business and residence rates for telephone service is governed by the actual or obvious use made of the service by the customer. If residence service is found to be used principally for business purposes, the Utility will furnish business service, except in cases where the customer will thereafter use the service for domestic or social requirements.

RULE NO. 1

DESCRIPTION OF SERVICE - Continued

C. BELL LIMITATIONS

1. Each individual primary line will accommodate a maximum of four bells; each suburban line will accommodate two bells.

D. OFF-PREMISES TERMINATIONS AND PRIVATE BRANCH EXCHANGE STATIONS

If so specified in the rate schedules, additional terminations of primary services or private branch exchange lines will be connected off the premises on which the primary service or private branch exchange lines are located in accordance with the following:

1. Same Customer

An off-premises additional termination of a primary line or private branch exchange line will be connected on a premises of the customer provided it is for the use of the customer and is located within standard transmission limits, except that an additional termination of a residence service or residence private branch exchange line will not be connected on a business premises other than set forth in Schedule Cal. P.U.C. No. C-1 for residence extension lines connected at a telephone answering service, and Schedule Cal. P.U.C. No. A-1 for additional terminations of residence service terminating on other business premises. (T)

2. Different Customer

An off-premises additional termination of a primary service or private branch exchange termination will be installed on a premises of a party other than the customer to the off-premises service provided the occupant of the premises on which the service is to be installed is a customer to individual line, party line or private branch exchange system service, and the service is located within standard transmission limits, except that an additional residence service termination will not be installed on a business premises other than terminating at a telephone answering service, and Schedule Cal. P.U.C. No. A-1 for additional terminations of residence services terminating on other business premises.

E. PRIVATE BRANCH EXCHANGE SERVICE

1. See Schedule No. D & R, Original Sheet 15. for definition of Private Branch Exchange Service.
2. See the Product Guide Section 8 for descriptions of service features of Centrex service and Direct Inward Dialing service.

RULE NO. 1

DESCRIPTION OF SERVICE - Continued

F. PRODUCT GROUPING

The Utility may refer to groups of products and/or services by distinctive, collective phrase(s). These phrases will be used when discussing the Utility's product line with customers and in advertisements. The Utility shall make available each product and/or service that make up these groups along with the rate and charge information for each individual product and/or service. The Utility shall inform its customers that the components of a product/service grouping may be purchased individually. (Group names will not be included in individual product tariffs.)

G. SPECIAL ACCESS LINES

Special Access lines will be furnished in accordance with Facilities for IntraState Access schedules for communication between terminations thereon and will not be connected with the Utility's exchange service lines except as expressly provided in Special Access Line Service Tariff Schedule, Cal. P.U.C. No. C-1.

(T)

H. EXCHANGE SERVICE TELEPHONE CALLS BILLED TO OTHER THAN THE SERVICE FROM WHICH THE MESSAGE ORIGINATES

Upon request, the charges for a telephone call between two exchange primary services located within each other's local service area may be:

1. Billed to or collected from the called telephone (i.e., charges may be reversed), or
2. Billed to other than the calling or called primary service.

I. CHANNELS FOR CUSTOMER-OWNED STATION APPARATUS

The Utility will furnish channels between two or more designated premises within an exchange area or between a designated premises and the serving central office, subject to the particular schedule under which the respective channels are furnished.

RULE NO. 2

APPLICATION FOR SERVICE

The Utility may require each applicant to sign an application precedent to the establishment of service. The application shall include:

- Information to provide first and additional directory listings, as each is to appear in the telephone directory.
- Description of service.
- Class of service (purpose of service)
- Whether facilities are in place on premises
- Whether applicant is the owner of the premises, an agent of the owner, or a tenant at the premises. If the applicant is not the owner, the name of the owner or agent is required.
- Date applicant wants service.
- Signature of applicant.
- Any other information the Utility may reasonably require.

Each applicant will be required to provide legal surname, middle name or middle initial, and first name. This information may be verified by the Utility. An application for service will be considered completed (except under conditions specified in Rule No. 5) after one of the following items has been presented for identification:

- A valid California Driver's License
- A valid California Identification Card
- A valid Social Security Card (See Note, below)
- A valid Immigration and Naturalization Service Identification Card
- A valid United States passport
- Any other item of identification acceptable to the Utility

The Utility may request an 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 Utility.

The Utility may require a written application from a customer for additions to or changes to existing services.

An application is a request for service. It does not bind the Utility to provide services except under reasonable conditions, and it does not bind an applicant to take service. During the application process, the Utility will check commercial credit sources in order to establish a credit limit for each customer.

Note: Although the Utility may request an applicant to provide a Social Security card or number for identification, refusal to provide the card or number shall not result in denial of service. As ordered in Decision No. 91-05-018, "Prior to the request for identification information, the Utility will inform each applicant that (1) provision of their Social Security Number (SSN) is strictly voluntary; (2) if another acceptable item of identification is provided, their application cannot be denied because they choose not to provide their SSN; and (3) no record will be made of their choice not to provide their SSN."

Note: Notwithstanding the above, pursuant to 47 C.F.R. 54.410(d) and 47 C.F.R. 54.410(f), Universal LifeLine Telephone Service (California LifeLine) Program applicants and participants must provide their date of birth and the last four digits of their social security number, or Tribal identification number, as part of the eligibility requirements for receiving the California LifeLine or enhance LifeLine discounts.

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RULE NO. 2

APPLICATION FOR SERVICE - Continued

Customers shall notify the Utility when they terminate service that is on their side of the demarcation point to another part of a building or to another building on continuous property. Once notified the Utility will update the customers' directory listing.

Special construction and special construction charges may be required to provide services. The regulations under which charges are applicable are specified in Rule No. 24, Contracts Rule No. 28, Line Extensions, Service Connections and Facilities on Premises of Customer; Rule No. 29, Temporary Service or Speculative Projects; Rule No. 34, Facilities to Provide Replacement of Aerial with Underground Facilities; Schedule No. A-12, Line Extension Charges and C-1 Facilities for Intrastate Access. All telecommunications end users are subject to a surcharge as identified in Schedules Cal. P.U.C. No. A-3, A-9 and A-16 to fund the California High Cost Fund (CHCF), California Lifeline Telephone Program and the Deaf Trust Fund, respectively. An Income Tax Component is applicable to these charges and is defined as follows:

(T)

Income Tax Component of Contributions and Advances Provision

1. Contributions in Aid of Construction and Advances for Construction shall include, but are not limited to, cash, services, facilities, labor, property, and income taxes thereon provided by a person or agency to Frontier Communications of the Southwest Inc. The value of all contributions and advances shall be based on the Utility's estimates. Contributions recording transactions as follows:
 - a. Income Tax Component (ITC), and
 - b. The balance of the contribution or advance.
2. The ITC shall be calculated by multiplying the balance of the contribution or advance by the tax factor of 18% to reflect the Federal Bonus Depreciation of 50% per the Economic Stimulus Package Act of 2008. ¹
3. The tax factor is established by using Method 5 as set forth in D.87-09-026 as modified by Resolution E3243.
4. The formula to compute Method 5 includes the following factors.
 - a. Corporate tax rate of 34 percent and a California Franchise Tax (CCFT) of 9.3 percent.
 - b. A discount rate of 12 percent.
 - c. A pre-tax rate of return of 17 percent.
5. Exemptions to the application of ITC/CIAC: ²
 - a. Projects of government agencies made under threat of condemnation.
 - b. Projects of government agencies for public benefit, which do not relate to the provision of new or changed service by the Utility.
 - c. Portions of projects required by government agencies of developers to relocate or to underground existing facilities for public benefit as a requirement of obtaining a construction permit. The construction permit must specify the portion of the project that is required. Service extensions are not exempt.

RULE NO. 2

APPLICATION FOR SERVICE - Continued

Income Tax Component of Contributions and Advances Provision – Continued

6. Definitions:

Government Agency: For the purpose of administration, a government agency shall include a federal, California state, county or local government agency.

Public Benefit: Where, in the opinion of the Utility, a benefit to the public as a whole is clearly shown by the government agency making the contribution for a project.

An application for service cancelled by the applicant or the Utility prior to the establishment of the service applied for is subject to the following conditions:

A. Canceled by Applicant

1. If cancellation is requested by applicant prior to the time a telecommunication line is connected to an applicant's premises, the application will be cancelled by the Utility and no charge will be made against the applicant except as specifically covered by written contract provided for in these Rules.
2. If cancellation is requested by applicant subsequent to the time a telecommunication line is connected to applicant's premises but not connected for service, the application will be cancelled by the Utility, and the Utility will collect the service charge applicable to the telecommunication line actually connected at the time of requested cancellation, or such other amounts as may be specifically provided for by written contract previously made in accordance with these Rules. (T)
3. If cancellation is requested by the applicant subsequent to the time a telecommunication line is connected to applicant's premises and connected for service, such cancellation being in effect a regular discontinuance of service, the conditions of the above Paragraph A.2 and the minimum requirements of the rate will be applicable.

B. Cancelled by Utility

If applicant refuses to comply with the Utility's Rules prior to the establishment of service, the Utility may cancel the application in which case any amounts collected from the applicant will be refunded.

¹ The Utility elects to extend the temporary ITC rate of 18% until March 31, 2010. On April 1, 2010 the rate will return to 31.9%.

² If the Utility believes there is a risk of taxability of a transaction, it may request adequate written assurance (a contractual promise to pay) from the governmental agency that the risk of a contrary IRS ruling will be borne by the governmental agency, or in the alternative, require the payment of the tax gross-up.

RULE NO. 3

DISCLOSURE OF RATES AND CHARGES AND INFORMATION TO BE PROVIDED TO THE PUBLIC

The rates and charges billed by and paid to the Utility for telephone service shall be the rates and charges legally in effect and on file with the Public Utilities Commission of the State of California. Schedules of rates and charges for services in effect in a particular territory will be kept at all times at a point within that territory where such schedules 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 offices of the Utility and the offices of the Utility's agents where patrons receive attention.

In exchanges of the Utility where more than one Type and/or Class of residence exchange access service is offered, the Utility, or its authorized employees, must provide each applicant for residence exchange access service, at the time application for service is made, with a full explanation of each such Type and/or Class of residence exchange access service which is available in the exchange for which the applicant is requesting residence exchange access service. The disclosure of available residence exchange services shall include an explanation of Universal Lifeline Telephone Service. Each such explanation of the available residence exchange access services shall include a quotation of the applicable recurring rates and nonrecurring charges applicable to each such residence service.

Where there are additional residence optional services (other than exchange access service) available, the Utility, or its authorized employees, may call applicant's attention, at the time application is made, to the availability of such optional services and the customer may designate which optional service they desire. The Utility shall provide a quotation of the applicable recurring rates and nonrecurring charges applicable to each such service designated by the customer. The quotation of applicable rates and charges shall be stated separately for each optional service designated by the customer.

At the time when a new applicant requests new service, the Utility, or its authorized employees, must provide a full explanation of available exchange access service options and optional services in a manner consistent with the provisions of this Rule and must also provide a quotation of the applicable recurring rates and nonrecurring charges applicable to each service requested by the customer.

(C)

At the time when a customer requests a move, change or addition to an existing service, the Utility or its authorized employees shall provide a quotation of the applicable recurring rates and nonrecurring charges applicable to each service designated by the customer.

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In the event of the adoption by the Utility of new or optional schedules of rates, the Utility will advise those customers who may be affected, that such new or optional rates are effective.

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

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RULE NO. 4

SPECIAL INFORMATION REQUIRED ON FORMS

A. CONTRACTS

Each contract form for telephone service will contain the following provision.

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

B. BILLS

1. Each regular monthly bill for telephone service will contain on the face or back thereof, the following notation:

If this bill is not paid within fifteen days from date of presentation, service may be discontinued. If a balance from a previous bill has not been paid, service is subject to discontinuance prior to the date referred to above.

2. Each regular annual bill for telephone service will contain on the face thereof, the following notation:

If this bill is not paid within thirty days from date of presentation, service may be discontinued. If a balance from a previous bill has not been paid, service is subject to discontinuance prior to the date referred to above.

3. Disputed Bills

Each monthly or annual bill for telephone service will provide on the face or back thereof, information for the customer about what to do in the case of a disputed bill, including the mailing address and contact numbers for the Commission.

4. Each monthly bill for telephone service will contain on the face or back thereof, a statement regarding late payment charges as stipulated in Rule No. 9 following.

5. When the notices referred to under 1, 2, 3 and 4 above are on the back of the bill, then the phrase "See other side" will appear on the face of the bill.

C. DEPOSIT RECEIPTS

Each receipt for a deposit collected for the establishment of credit will contain the following provision on the face thereof:

This deposit, less the amount of any unpaid bill for telephone service, will be refunded together with any interest due at 7 percent per annum, upon discontinuance of service or after the deposit has been held for 12 consecutive months, provided service has been continuous and all bills for such service have been paid in accordance with the rules as approved by the Public Utilities Commission of the State of California.

If service is terminated before the expiration of 12 months from the date thereof, the deposit will be refunded with interest upon payment of all charges then due.

RULE NO. 5

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Each applicant for service will be required to establish credit before service will be rendered.

A. Residential Service

Each applicant will be required to furnish a complete application as specified in Rule No. 2 "APPLICATION FOR SERVICE" and establish credit in one of the following ways:

Applicant is a customer of the Utility or any other telephone utility in California, for a similar class of service and has paid all bills for service without having been temporarily or permanently disconnected for nonpayment thereof, for a period of twelve consecutive months prior to the date of the present application. The applicant will provide the Utility with the verifiable telephone number of their other service.

Applicant has been a customer of the Utility or any other telephone utility in California in the last two years, and during the last twelve months that service was provided, had paid all bills for such service without having been temporarily or permanently disconnected for nonpayment thereof. The applicant will provide the Utility with verifiable telephone number and disconnection date of their previous service.

Applicant is the owner of the premises upon which the Utility is requested to furnish service, or is the owner of other local real estate.

Applicant has been continuously employed by present employer (including military) for a period of one year or more, or is retired on pension.

Applicant's credit is otherwise established to the satisfaction of the Utility.

Applicant furnishes a guarantor satisfactory to the Utility to secure payment of bills for the telephone service requested in the application. (T)

Applicant pays the deposit prescribed in RULE NO. 6 – "DEPOSITS".

RULE NO. 5

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT - Continued

B. Business Service

Credit of an applicant will be established when the conditions of any one of the following provisions are met:

The applicant is the owner of the premises upon which the Utility is requested to furnish service, or is the owner of other local real estate.

That applicant makes a cash deposit with the Utility to secure the payment of bills for telephone service to be furnished by the Utility under the application, as provided in Rule No. 6 herein contained.

That applicant furnishes a guarantor satisfactory to the Utility for payment to the Utility of bills of applicant for telephone service to be furnished by the Utility under the application.

Applicant is a customer of the Utility or any other telephone utility in California, for a similar class of service and has paid all bills for service without having been temporarily or permanently disconnected for nonpayment thereof, for a period of twelve consecutive months prior to the date of the present application. The applicant will provide the Utility with the verifiable telephone number of their other service.

Applicant has been a customer of the Utility or any other telephone utility in California in the last two years, and during the last twelve months that service was provided, had paid all bills for such service without having been temporarily or permanently disconnected for nonpayment thereof. The applicant will provide the Utility with verifiable telephone number and disconnection date of their previous service.

Applicant's credit is otherwise established to the satisfaction of the Utility.

RULE NO. 5

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT - Continued

C. Advanced Credit Management

1. General

- (a) Advanced Credit Management (ACM) is a process using Credit Scoring based on the Fair, Isaac Method, whereby the Utility will establish credit limits for new and existing residence (including lifeline customers) and business customers.
- (b) Credit Scoring will be provided through the use of a third party credit reporting service for new service requests. Existing customers ¹ will have credit limits based solely on Frontier Communications of the Southwest Inc., payment history. The credit rating will be used in determining a credit limit for a combination of local service and toll usage. If the customer desires to increase the credit limit over what was established by the Utility, the additional amount can be extended with an additional deposit. The credit limit will be based initially on a credit score assigned by a commercial credit reporting service for the first six months of service for new customers. This limit will be reviewed monthly and appropriately adjusted based on customer payment history with the Utility. Customers will be informed of their credit limits during the application process. The account credit limit will appear on the first bill and on all subsequent bills. Changes in credit limits will also be conveyed by notices mailed to the customers. (T)
- (c) To better help customers manage their telephone usage charges, the customer may establish a credit limit lower than that established by the Utility. There will be no charges associated with a customer's request for a reduced credit limit.

¹ For the purpose of Advanced Credit Management, existing customers are those customers that have had continuous service with the Utility over the past six-month period.

RULE NO. 5

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT - Continued

C. Advanced Credit Management - Continued

2. Description

- (a) Credit levels as a result of credit scoring based upon the Fair, Isaac Method will be established for new customers as follows:

(1) Low Risk

Customers categorized as low risk will have a credit limit of:

Credit Limit	
<u>Residence</u>	<u>Business</u>
Unlimited	Unlimited

(2) Medium Risk

Customers categorized as medium risk will have a credit limit of:

Credit Limit	
<u>Residence</u>	<u>Business</u>
Unlimited	Unlimited

(3) High Risk

Customers categorized as high risk will have a credit limit of:

Credit Limit	
<u>Residence</u>	<u>Business</u>
\$200.00	\$500.00

- (b) Existing customers will have credit limits established based on Frontier Communications of the Southwest Inc., payment history. Customers will be notified of their initial credit limit amount and subsequent credit limit changes through credit limit notices mailed to the billing address. A score will be established and maintained on each customer when the program is initiated and/or after a 6 month service period has been established. The credit limit will be updated monthly based on billing and payment behavior during the preceding twelve months or 7 - 11 months for established customers with less than 1 year of service.

RULE NO. 5

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT - Continued

C. Advanced Credit Management - Continued

2. Description - Continued

(c) Credit levels as a result of Frontier Communications of the Southwest Inc., payment history will be categorized for existing customers as follows:

(1) Low Risk

- All bills during the past 12 months paid in full and by the due date
- No dishonored checks during the past 12 months
- No service denials due to non-payment during the preceding 12 months
- No more than two (2) reminder notices on account during the preceding 12 months

(2) Medium Risk

- Telephone bills not paid on time or in full five (5) or fewer times during the preceding 12 months
- No more than two (2) non-sufficient funds (NSF) checks for telephone bill payments during the preceding 12 months
- No more than one (1) service denial due to non-payment during the preceding 12 months
- No more than five (5) reminder notices on account during preceding 12 months

(3) High Risk

- Six or more telephone bills not paid by the due date or in full during the preceding 12 months
- Three or more NSF checks for telephone bill payments during the preceding 12 months
- Two or more service denials due to nonpayment during the preceding 12 months
- Six or more reminder notices on account during the preceding 12 months

The same credit limit amounts are applicable for existing customers that are listed for new customers in C.2.(a).

(d) When a customer exceeds the established credit limit, the Utility will send a toll block warning notice. If the customer does not make payment by the final date for payment, access to 1+, 0+, and all 900/976/700 calls will be blocked where facilities are available. In addition, the Utility will restrict all collect and third number billed calls related to the blocked customer. Access to the local calling area and emergency services will be allowed. A recording will advise the customer that blocking has been imposed when the above mentioned dialing or billing attempts are initiated. A recording will refer the customer to the Utility business office for directions to restore service. A service restoration charge is not applicable when the customer's toll service is unblocked. (C)

D. Temporary Services

1. An applicant for temporary telephone service with no unpaid balance from any previous service will be required to establish credit by payment of the deposit prescribed in Rule No. 6.C.1 before service is connected.

RULE NO. 5

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT - Continued

D. Temporary Services - Continued

2. A customer whose service has been discontinued for nonpayment of bills or nonpayment of an additional deposit will be required to pay any unpaid balance due the Utility for the premises for which service is to be restored and to reestablish credit as set forth in this Rule, Section C., Advanced Credit Management, and/or by making the additional deposit prescribed in Rule No. 6.C.2. and will be required to Pay A reconnect charge of 50% of the service charge. (T)
(T)
3. An applicant for temporary telephone service with an unpaid bill from any previous service will be required to pay such bills in full and to reestablish credit as set forth in this Rule, Section C., Advanced Credit Management, and/or by making the deposit prescribed in Rule No. 6.C.1.
4. An applicant for temporary telephone service 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 furnished on behalf of or for the benefit of that candidate, committee, organization, person or persons.

E. Other Types of Service

1. An applicant who previously has been a customer of the Utility (for the same class as being applied for) and during the last twelve months of that prior service has had service temporarily or permanently discontinued for nonpayment, and whose date of application for new service is within three years of the last date of prior service, will be required to pay any unpaid balance due the Utility and to reestablish credit as set forth in this Rule, Section C., Advanced Credit Management, and/or by making the deposit as prescribed in Rule No. 6.B.1 or 6.B.2., whichever is greater, before service will be established.
2. A customer whose service has been temporarily disconnected for failure to pay a bill for telephone service, as provided in Rule No. 11.A, will be required, before service is restored, to pay said bill and to pay one Reconnection Charge as set forth in Schedule No. A-41, and in addition, may be required to reestablish his credit by making a deposit as specified in Rule No. 6.B.2.
3. The Utility may permit the applicant or customer to pay his telephone bills on a weekly basis in lieu of making a cash deposit.

RULE NO. 6

DEPOSITS*

A. Establishment of Credit

1. Residence Flat and Measured

No deposits from applicants for residential exchange service will be required for the establishment of credit, if the customer meets the criteria in Rule No. 2, Application For Service, and in Rule No. 5, Establishment and Reestablishment of Credit.

If the customer does not comply with the aforementioned rules, the Utility may require a deposit as set forth below in A.3.

2. Business Measured

No deposits from applicants for measured rate and message rate service will be required for the establishment of credit, if the customer meets the criteria in Rule No. 2, Application for Service, and in Rule No. 5, Establishment and Reestablishment of Credit.

If the customer does not comply with the aforementioned rules, the Utility may require a deposit as set forth below in A.3.

3. The current deposit requirements will be enhanced by the credit score category in which the applicant falls as set forth in Rule No. 5, Section C, Advanced Credit Management (ACM). When a customer exceeds the credit limit established for an account, the Utility may review the account to determine if the credit limit should be raised. If it is determined by the Utility that the account credit limit should not be increased, a customer may provide a deposit to cover any customer requested increase in an account credit limit. Subscribers with low or medium risk credit limits, as established in the Advanced Credit Management process, may not be required to make a deposit.

B. Reestablishment of Credit

1. The amount of the deposit required from an applicant or customer to reestablish credit for telephone service, as set forth in Rule No. 5.E., shall be twice the average monthly billing for the Utility's corresponding accounts (residence or business.)

2. The amount of the deposit required from an applicant or customer to reestablish credit for telephone service, as set forth in Rule No. 5.E., or from any customer whose service has been discontinued for nonpayment of bills, shall be twice the customer's average monthly bill for the last three months, if available, or twice the current bill.

C. Temporary Service - Speculative Projects

1. The amount of deposit required to establish - or reestablish credit is an amount equal to the estimated usage for two months, or for 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 Utility.

* Charges for intrastate (900) XXX-XXXX calls shall not be included in any deposit calculation.

RULE NO. 6

DEPOSITS* - Continued

C. Temporary Service - Speculative Projects (Continued)

2. If, at any time after service is established, the deposit is less than an estimated future two months usage, or the duration of the service is less than two months, based on billed and unbilled charges; the customer shall pay upon demand within seven days, an additional deposit equal to the increase usage. The additional deposit may be a cash deposit, a non-cancelable letter of credit, or a combination of these, at the option of the Utility. If the additional deposit is not paid within seven days the service shall be temporarily discontinued without further notice.

D. Other Deposits

The amount of deposit required for purposes other than the establishment and reestablishment of credit will in each case be in accordance with the terms of the contract as may be provided for in the regular schedule of rates and these Rules.

E. Balance Found Owing to a Previously Serving Utility in California Participating in the Centralized Credit Check System. (Residence Service only)

1. The Utility may require a new applicant for residence service or an existing residence customer to make an additional or separate deposit of 25% of a balance found owing to a previously serving utility, but not less than an amount equal to twice the average monthly billing for the Utility's residence accounts; and
2. If the customer does not fully pay the previous serving utility within thirty days, the deposit may be increased to a maximum of 75% of the balance found owing, but not less than an amount equal to twice the average monthly billing for the Utility's residence accounts.
3. The Utility will send a fifteen day written notification of deposit requirements due in accordance with the provisions of (1) and (2) above. Where the deposit, stated in (1) above, is not received by the Utility within fifteen days of the date notice is sent, the Utility may discontinue service without further notification.
4. For those customers who have paid the initial deposit in (1) above within fifteen days, but have not fully paid the previous utility within the thirty days as stated in (2) above, the Utility will send a seven day written notice requesting the additional deposit. Where the Utility fails to receive the additional deposit within seven days of the date notice is sent, the Utility may discontinue service without further notification.

* Charges for intrastate (900)XXX-XXXX calls shall not be included in any deposit calculation.

RULE NO. 7

RETURN OF DEPOSIT - INTEREST ON DEPOSIT

A. Return of Deposit Collected in Connection with Establishment and Reestablishment of Credit

The Utility will notify the customer in writing that his deposit is subject to return and will refund the deposit in accordance with the following provisions.

1. When the service is ordered discontinued by the customer, except when there are charges due the Utility for telephone service to the customer, in which case, the deposit will be applied to the charges and the excess portion of the deposit will be returned.
2. When the deposit has been held for twelve consecutive months from the date of receipt thereof and exchange service has been continuous and all bills for telephone service have been paid in accordance with these Rules.
3. When an application is cancelled prior to the establishment of service, except that any charges due the Utility will be deducted prior to return of the deposit.
4. Deposit for temporary service will 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.
5. Deposits collected as set forth in Rule 6.E. preceding may be retained by the Utility for twelve consecutive months and will be returned at the end of that period with interest. Upon discontinuance of telephone service, the Utility will refund, with interest the customer's deposit or the balance in excess of unpaid bills for that service.

B. Interest on Deposit Collected in Connection with Establishment and Reestablishment of Credit

1. Simple interest at the rate of seven percent per annum computed at 7/12th of one percent per month will be paid on deposit held by the Utility provided service has been continuous and all bills for telephone service have been paid within the period as set forth in Rule No. 7.
2. Interest will not be paid on deposits held less than full month increments.

C. Interest on Other Deposits

1. Deposits collected for purposes other than the establishment or reestablishment of credit will in each case be refunded with interest, if any, in accordance with the terms of the contract as may be provided for in the regular schedule of rates and these Rules.

RULE NO. 8

PRIORITY OF ESTABLISHMENT AND SUPERSEDURE OF SERVICE

A. PRIORITY OF SERVICE APPLICATION

Applications for service will be completed in accordance with the chronological order of their receipt insofar as practicable and in accordance with economical administration except in the following cases in which deviation may be made in the following order in accordance with the facilities available:

1. Applications for service where serious sickness, public safety, public necessity, or war conditions are involved will be given priority over all other applications included under Section 2, 3, and 4 below.
2. Applications where the telecommunication line is in place on the premises to which the application applies, and where service to the telecommunication line has not been permanently discontinued and assigned to another customer, will be given priority over all other applications referred to under Sections 3 and 4 below.
3. Applications of a party who has been a customer of the Utility within a one month period immediately prior to the date of the application will be given priority over other applications referred to under Section 4 below.
4. Application for business service will be given priority over applications for residence service which have been held for a period of less than two months.
5. Telecommunications Service Priority (TSP) System is a service that provides for the priority provisioning and/or restoration of National Security Emergency Preparedness (NSEP) Telecommunications services. The TSP system applies only to NSEP services and provides a guide to the sequence in which services are to be provisioned and/or restored. Provisions for TSP are set forth under Schedule Cal. P.U.C. No. A-5.

B. SUPERSEDURES

An applicant who qualifies for establishment of service under Section A of this rule, may supersede a customer discontinuing service ("outgoing customer") if the applicant takes the same service (including the same telephone number(s) subscribed to by the outgoing customer at the same premises.

1. Residence Customers. Where existing service is continued for a new customer, the number may be retained by the new customer only if the former customer consents and an arrangement acceptable to the Utility is made to pay all outstanding charges against the service. Outstanding charges, include, but are not limited to, local service charges and toll charges, both billed and unbilled. Completion of a Supersedure Request form is not required.
2. Business Customers. Where existing service is continued for a new customer, the number may be retained by the new customer only if the former customer consents and an arrangement acceptable to the Utility is made to pay all outstanding charges against the service. Outstanding charges, include, but are not limited to, local service charges, directory advertising charges, and toll charges, both billed and unbilled. A Supersedure Request form signed by the outgoing customer and the incoming customer may be required.

RULE NO. 8

PRIORITY OF ESTABLISHMENT AND SUPERSEDURE OF SERVICE - Continued

C. PRIORITY OF TELEPHONE NUMBERS

The Utility's assignment of telephone numbers to a customer's request for service is dependent upon its ability to secure and retain an adequate amount of numbers and rights for the construction and maintenance of the related circuits and equipment.

When a code assignment freeze has been declared by the California Code Administrator, or number resources in a given central office are in imminent danger of exhaust, the Utility will establish measures as appropriate to extend the available numbers as long as possible. In the event that it becomes necessary to implement priority of service, applications from new or existing customers shall be filled in order of precedence as specified below. All applications in the same category shall be filled in the order in which they are received and all such applications shall have precedence over applications in a lower category.

The Priority of Telephone Number assignment measures, once implemented, will remain in effect until sufficient number of resources become available through assignment of an NXX for the affected Central Office.

Category 1 - Public Safety and Health

Consisting of (1) official federal, state, county and municipal government agencies protecting the public safety and health; and (2) private organizations and persons engaged primarily in protecting the public safety and health.

Category 2 - Public Service

Consisting of contract carriers, common carriers and public utilities (exclusive of taxicabs and livery service) for communications other than correspondence of the general public.

RULE NO. 8

PRIORITY OF ESTABLISHMENT AND SUPERSEDURE OF SERVICE - Continued

C. PRIORITY OF TELEPHONE NUMBERS - Continued

Category 3 - Quasi Public Service

Consisting of (1) emergency repair organizations engaged in protecting health and property and not included in Category 1; and (2) press associations, newspapers and broadcasting stations.

Category 4 - Physically Handicapped

Consisting of persons certified as eligible for participation in the California Deaf and Disabled Telecommunications programs.

Category 5 - Business Service

Consisting of business customers. First priority would be given to new business customers with no existing service at the location for which service is requested. Second priority would be given to customers with existing service having fewer than the average number of lines in service for the following business segments; (1) Small Business Market - customers having between 1 and 11 lines with an average of 2 lines; (2) Medium Business Market - customers having between 12 and 49 lines with an average of 20 lines and (3) Large Business Market - customers having more than 50 lines with an average of 95 lines. All other business customers fall under Category 7.

Category 6 - Residence Service

Consisting of residence customers with no existing service. All other residence customers under Category 7.

Category 7 - All others

Consisting of any customers not otherwise identified by the above categories.

RULE NO. 9

RENDERING AND PAYMENT OF BILLS

A. RENDERING OF BILLS

1. Flat Rate, Measured Rate and Message Rate Exchange Service

Bills for flat rate, measured rate and message rate exchange service for the period specified in the rate schedule may be rendered in advance and are payable in advance. Bills for messages or exchange units changed over the allowance are billed in arrears and payable on date of presentation.

2. Toll Service

Bills for toll service will be rendered in arrears either monthly, fortnightly, or weekly, and, in general, will be presented with periodic bills for exchange service; however, where it appears necessary or advisable, toll bills may be rendered at more frequent intervals.

3. Electronic Bills

Customers have the option of receiving their telephone bill electronically. The bill will include the bill face, summary of current charges and section or service total information. It will also include call detail and adds and changes detail options.

B. BILLING PERIOD

Bills for exchange service will be rendered at regular intervals. Except as otherwise stated, the regular billing period will be one each month.

C. PAYMENT OF BILLS

The customer is responsible for payment of all rates and charges for services furnished and billed in accordance with the provisions of the filed tariff schedules including applicable charges for calls originated and calls accepted at the customer's telephone(s).

Payment of bills for telephone service shall be made at an office of the Utility or to an authorized agent. Bills for telephone service must be paid with lawful money of the United States. However, the Utility has the right to accept or refuse payment by checks from accounts held with foreign financial institutions. For payment of bills by VISA or MasterCard, see Section K. of this rule.

RULE NO. 9

RENDERING AND PAYMENT OF BILLS - Continued

C. PAYMENT OF BILLS – Continued

Bills rendered at the time service is discontinued or disconnected are payable upon presentation.

Except as provided for in Schedule Cal. P.U.C. No. A-9 and Section I., below, bills for service charge or reconnect of service and deposits for establishment or reestablishment of service must be paid before service will be installed or restored. (See Rule No. 5 for service reconnection.)

D. RETURNED CHECKS

An additional charge will be applied to any bill for a check returned unpaid for any reason. The charge for each check returned unpaid is \$25.00.

E. LATE PAYMENT CHARGE

A late payment charge will apply if payment is not received at the Utility or one of its payment agents by the late payment date printed on the bill. The late payment date will not be less than 22 days from the date the bill is mailed or electronically available via the internet by the Utility. When a customer claims that the late payment date was less than 22 days from the date of the mailing, the Utility will research and determine the actual date of mailing from its internal records. If the late payment date printed on the bill is less than 22 days from the date of mailing, the customer will be allowed at least 22 days from the date of actual mailing in which to make payment before a late payment charge is imposed.

If a late payment charge appears on a customer's bill even though the payment was received by the Utility or an authorized payment location prior to or on the late payment date upon customer request, the fee will be reversed and a credit will appear on the customer's next bill. This provision may be applicable to payments that are received, however, cannot be processed in a timely manner due to the lack of customer information being submitted with payment.

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Upon notification of disputed charges on the bill, the Utility may temporarily suspend the application of the late payment charge. If the Utility resolves the billing dispute in favor of the customer, no late payment charge will apply. If the Utility resolves the billing dispute in favor of the Utility and payment of the disputed amount has been withheld, the Utility will notify the customer and payment of the disputed amount is due by the due date of the next rendered bill. Failure to pay the disputed amount will result in a late payment charge being assessed as set forth in this tariff. In the event the Utility determines that the customer's billing dispute claim was made in bad faith, the Utility reserves the right to reinstate any appropriate late payment charge from the original late payment charge date.

RULE NO. 9

RENDERING AND PAYMENT OF BILLS - Continued

E. LATE PAYMENT CHARGE - Continued

RESIDENTIAL CUSTOMERS - The late payment charge of 1.5 percent or \$4.80 (whichever is greater) of the unpaid balance of \$20.00 or more applies to each residential customer's bill when the previous month's bill has not been paid in full. The late payment charge is applied to a total unpaid amount carried forward and is included in the total amount due on the bill.

BUSINESS CUSTOMERS - The late payment charge of 1.5 percent or \$14.00 (whichever is greater) of the unpaid balance of \$20.00 or more applies to each business customer's bill when the previous month's bill has not been paid in full. The late payment charge is applied to a total unpaid amount carried forward and is included in the total amount due on the bill.

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F. ADJUSTMENT OF BILLS

Opening, closing and monthly bills for telephone service rendered for periods in excess of or less than a calendar month, will be prorated on the basis of the number of days in the period in question to the total number of days of that month or of an average month of thirty days, when the period in question involves a portion of more than one calendar month, providing, however, that when the total period for which service is taken is less than one month, the total charge for that service will not be less than the monthly minimum charge, and in the case of farmer line service the total charge for each station for that service will not be less than the annual minimum rate for one station.

Basic treatment charges for fractional portions of a month shall be prorated on the same basis as for monthly billing, above.

G. RATES APPLICABLE DURING TEMPORARY DISCONNECTION OF SERVICE FOR NONPAYMENT

When the Utility has the right to temporarily or permanently discontinue exchange service as provided by these Rules, it may do either at its option.

Service temporarily disconnected will be charged for in accordance with the regular rates for a period not to exceed fifteen (15) days subsequent to the date of temporary disconnection.

H. MINIMUM CHARGE FOR SERVICE

Except as otherwise provided in these schedules, the minimum charge for service furnished will not be less than the service charge and/or the nonrecurring charge plus the monthly rate for such service.

I. INSTALLMENT BILLING - SERVICE CHARGES

Residential customers may select an installment billing option. This option provides for billing one-time charges in three (3) equal monthly installments.

RULE NO. 9

RENDERING AND PAYMENT OF BILLS - Continued

J. BACKBILLING PROCEDURES

Except as specified below, a bill shall not include any previously unbilled charge, commonly called "backbilling", for service furnished prior to three months immediately preceding the date of the bill. This limitation on backbilling does not apply to cases involving customer fraud.

Collect and third party calls shall have a five-month backbilling limitation. (C)

The backbilling limitation specified above, applies to all rates and charges except those rates and charges as shown in Schedule Cal. P.U.C. No. C-1, Facilities for Intrastate Access.

K. PAYMENTS BY CREDIT CARDS

1. Holders of currently effective Discover, Visa or MasterCard credit cards may use any of these cards to pay bills for telephone services. This form of payment will be considered the same as payment to a payment agent. Credit card payments will be accepted at the Phone Marts. Other means of accepting credit cards may be available at the discretion of the Utility.

L. OTHER PAYMENT OPTIONS

1. Automatic Bank Payment (ABP) is available as an alternate payment method to customers. The customer's bank, savings and loan or credit union account is debited each month for the amount owing on their telephone bills. Twelve days after the monthly telephone statement is issued, the payment is deducted from the customer's account.
2. Other forms of payment such as electronic payment check by phone, or debit cards, are available as alternate payment methods to customers. Frontier Communications of the Southwest Inc., does not charge the customer a fee for these services. However, if the customer has enrolled with a vendor for these services, the vendor may charge the customer a fee. The Utility may change or modify these alternative payment options at its discretion. The customer is responsible for paying their bills in accordance with the rules and regulations contained herein.

RULE NO. 9

RENDERING AND PAYMENT OF BILLS - Continued

M. CREDIT BALANCES ON CUSTOMER ACCOUNTS AND REFUND CHECKS

If requested by the customer, a refund check will be provided when a credit balance appears on the customer's monthly billing statement for an active account, to the extent the credit balance remains at the time the check request is made. If there are charges due the Utility for telephone service to the customer, the credit amount will be applied to the charges and the excess portion refunded upon request by the customer. The refund of credits associated with the penalty are described in Paragraph E., Late Payment Charge, of this Rule. (T)

For telephone service that has been permanently disconnected and a credit balance exists on the customer's account, a refund check will automatically be sent to the customer. Refund checks will be mailed to the service address shown on the customer's monthly bill unless the customer provides a new mailing address.

N. PROOF OF PAYMENT

1. Proof of payment constitutes a copy of a paid canceled check, canceled money order, authorized payment agent receipt, or Frontier Communications of the Southwest Inc. , receipt.
2. When proof of payment is received regarding an uncredited payment, Frontier Communications of the Southwest Inc. , shall, for the next billing round, suppress the temporary disconnection notice and preclude the account from being temporarily disconnected for the uncredited amount. Disputes that remain unresolved beyond 30 calendar days from receipt of proof of payment shall be reconciled in the customer's favor. Any late payment charges assessed due to an uncredited payment shall, after receipt of proof of payment, be credited to the account.

O. REIMBURSEMENT OF REASONABLE EXPENSES DUE TO UTILITY ERROR

Upon request, Frontier Communications of the Southwest Inc. , shall reimburse a customer for financial institution fees related to research and document production, photocopy and mailing costs incurred during the resolution of Utility-caused billing and collection errors.

P. BILL FORMAT

Monthly bills are normally produced on a per telephone number basis. Upon customer request, multiple numbers of the same service class at one physical location can be combined to produce a single aggregation of charges and a single combined bill. Multiple locations can also be combined to produce a single aggregation of charges and a single summary bill. Summary bills are available to business customers in paper or electronic format.

RULE NO. 10

DISCONTINUANCE OF SERVICE

A. Nonpayment of Bills

1. Flat Rate Service (including dedicated facilities), Measured Rate and Message Rate Exchange Services

Flat rate services (including dedicated facilities), measured rate and message rate exchange service of a particular service, separately served and billed, may be temporarily or permanently discontinued for the nonpayment of that bill, providing that bill therefore has not been paid within

Thirty calendar days after presentation, when bills are normally made out yearly;

Fifteen calendar days after presentation, when bills are normally made out monthly;

Seven calendar days after presentation, when bills are normally made out fortnightly;

Four calendar days after presentation, when bills are normally made out weekly.

but in no case less than the above prescribed number of days after the first day of service covered by the bill.

If a balance from a previous bill has not been paid, service may be discontinued prior to the date referred to above. If service is discontinued, restoration will not be made until the charges for which the service has been discontinued have been paid. If service is temporarily disconnected, restoration will not be made until the above charges and the Reconnection Charge specified in Rule No. 5.E. have been paid. Credit worthiness as set forth in Rule No. 5 will also be reevaluated.

All residential customers (excluding Universal Lifeline customers) requesting a payment arrangement that extends beyond their disconnect date will have their toll service blocked, at no charge. Toll service will automatically be restored once the delinquent balance is paid.

2. Toll Service

When a customer's exchange service is temporarily or permanently discontinued as provided for in these Rules, the customer's toll service will also be discontinued.

Basic service (as defined in D.96-10-066, appendix B, page 5) will not be disconnected for nonpayment of toll charges.

In such a case, if such question or dispute cannot be adjusted with mutual satisfaction, the customer may deposit with the Public Utilities Commission, State of California, Attn: Consumer Affairs Branch, at its office located at 505 Van Ness Avenue, San Francisco, CA 94102,

the amount claimed by the Utility to be due. Deposit checks, money orders, etc. must be made payable to the Public Utilities Commission, State of California. Failure upon the part of the customer to make such a deposit within fifteen (15) days after notice by the Utility that such deposit must be made or service may be discontinued, shall warrant the Utility in discontinuing the service without further notice.

RULE NO. 10

DISCONTINUANCE OF SERVICE - Continued

B. Former or Concurrent Service

A customer's telephone service may be temporarily or permanently discontinued for nonpayment of a bill for the same class of service (residence or business) previously or concurrently furnished for that customer at a location served by the Utility, provided said bill is not paid within 15 days after the date of presentation and written notice at the location of the new or existing service.

C. Directory Advertisement

A customer's telephone service will not be temporarily or permanently discontinued for failure of that customer to pay any charge for directory advertisement.

D. Corrected Bills

If the Utility renders a back bill to a customer for service received which has not theretofore been billed to the customer within a period of ninety days from the date service was rendered, and if the customer has paid bills for service subsequent to the period covered by the back bill and prior to the time of rendering the back bill, then the Utility will not discontinue the customer's service for the failure to pay that back bill if questioned or disputed by the customer. In such a case, if such question or dispute cannot be adjusted with mutual satisfaction, the customer may deposit the amount claimed by the Utility to be due with the Public Utilities Commission, State of California, Attn: Consumer Affairs Branch, at its office located at 505 Van Ness Avenue, San Francisco, CA 94102.

Deposit checks, money orders, etc., must be made payable to the Public Utilities Commission, State of California. Failure on the part of the customer to make such a deposit within fifteen days after notice by the Utility that such deposit must be made or service may be discontinued shall warrant the Utility in discontinuing the service without further notice.

E. Permanent Disconnection After A Temporary Disconnection

When a customer's telephone service has been temporarily disconnected for a period of seven calendar days, that service will be permanently disconnected, unless special payment arrangements are initiated by the subscriber and agreed to by the Utility. Once the service has been permanently disconnected, an application for new service will be required. Prior to the installation of service, payment of the new Service Charges in addition to the delinquent amount due and the deposit will be required.

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F. Intrastate 900 Service

A customer's telephone service will not be temporarily or permanently discontinued for failure of that customer to pay any charge associated with (900)XXX-XXXX calls.

RULE NO. 10

DISCONTINUANCE OF SERVICE - Continued

G. Non-Compliance With The Utility's Rules

The Utility may discontinue service if a customer fails to comply with any of the Rules herein, providing such a failure is not remedied within a reasonable time, after due written notice has been given, except as otherwise provided in the Rules.

H. Notice To Customer

Except as provided by these Rules, the Utility will not temporarily or permanently discontinue telephone service to any customer for violation of any rule except upon written notice of at least seven days, such notice to be sent by First Class mail, addressed to the customer and advising the customer of the intention to discontinue, the reasons for the discontinuance and the steps which must be taken to avoid discontinuance.

Such notice shall also advise the customer of the provisions of Schedule Cal. P.U.C. Rule No. 11, Disputed Bills and shall advise the customer that he may invoke these provisions if unable to resolve the dispute with the Utility. This notice may be waived in cases of abandonment of premises or service, 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 rendering the immediate discontinuance of service to the premises imperative.

The Utility shall not by reason of delinquency in payment discontinue telephone service on any Saturday, Sunday or legal holiday observed by the Utility.

I. Customer About to Vacate Premises

The Utility will hold a customer about to vacate premises responsible for all service rendered until that customer shall give notice of his intended removal, specifying the date service is desired to be discontinued.

J. Service Not to be Immediately Used

The Utility may refuse the installation of service that is not to be used within a reasonable period after installation.

K. Legal Requirements

See Rule No. 31

L. Impairment of Service

If a customer uses his service 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 Utility 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 as necessary to handle the unusual volume of calls. Such notice shall indicate customer's right to submit the matter to the Public Utilities Commission for review. Should the customer not take remedial action within five (5) days, and a second impaired service condition arises, the Utility may discontinue the service without further notice.

RULE NO. 10

DISCONTINUANCE OF SERVICE - Continued

M. Telephone Calls With Intention of Annoyance, Abuse or Fraud

The Utility may discontinue telephone service to any customer who, with intent, telephones another for in annoying, abusive or fraudulent purpose. Abuse or fraudulence would include use of telephone service to transmit a message, locate a person, or to give or obtain information, with fraudulent intent, which is normally obtained or provided by the Utility or a legal agency.

The Utility may disconnect telephone service to any customer who uses vile, abusive or profane language by use of that service provided by the Utility.

If telephone calls described above are placed to the Utility, the Utility, shall not disconnect service, but shall make reasonable efforts to persuade the customer not to place such calls, including refusal to transact business with the customer except by written communication.

N. Fraud

The Utility shall have the right to refuse or disconnect service if the actions of the customer are such to indicate intention to defraud.

O. New Residence or Business Service

A customer's request for new residence or business telephone service may be denied, or if that service has been installed, it may be temporarily or permanently discontinued where business or residence services were provided to:

- (1) The customer at the same address and that service was temporarily or permanently discontinued for non-payment; and/or
- (2) A prior customer was disconnected as shown in O.1 and O.2, following.

When the customer pays in full any residence or business delinquent bill or bills owed the Utility, the customer's request for new service, residence or business, as provided in Rule No. 2, Application for Service, will be processed.

In the event an existing service is disconnected for a prior bill, restoration will not be made until the delinquent bill and the Reconnection Charge, specified in Rule No. 5.E, Establishment and Reestablishment of Credit, has been paid.

RULE NO. 10

DISCONTINUANCE OF SERVICE - Continued

P. Prior Customer Disconnected for Nonpayment of Bills

1. Residence Service

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.

The Utility may require a written statement from a newly connecting customer stating that the former customer did and does not reside at the same premises provided:

- a. There have been at least two terminations of service at the same premises, within the preceding twelve (12) months, without full payment of delinquent bills, or
- b. The Utility secures evidence that a fraudulent pattern of nonpayment is probable.

In the event that the statement is falsified, the new customer will be held liable for the entire delinquent bill owed the Utility by the previous customer and shall also be liable for a deposit.

2. Business Service

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 occupies the same premises or is affiliated with the newly connecting customer.

The Utility may require a written statement from a newly connecting customer stating that the former customer at that address was and is not affiliated with the business.

In the event that the statement is falsified the new customer will be held liable for the entire delinquent bill owed the Utility by the previous customer and shall also be liable for a deposit.

RULE NO. 10

DISCONTINUANCE OF SERVICE - Continued

- Q. Failure to Establish or to Reestablish Credit or Pay a Required Deposit
1. If, for any applicant's convenience, the Utility provides telephone service before credit is established or continues service to a customer pending reestablishment of credit in accordance with Rule No. 5 and the customer fails, upon written notice, to establish their credit, the Utility may discontinue service but not sooner than seven days after giving such notice.
 2. The Utility may refuse to furnish service on the premises of an applicant for telephone service and may discontinue a customer's telephone service for failure of the applicant/customer to pay the required deposit as set forth in Rule No. 6.E.4 preceding but not sooner than 15 days after giving written notification.
- R. Returned Check Charge
- a. If a check received for a deposit as set forth in Rule No. 6.E.4 preceding is returned, establishment of service will be denied until the amount of the returned check and the returned Check Charge is paid or, if already connected, will be discontinued until the amount of the check, the Reconnection Charge and the Returned Check Charge as set forth in Rule No. 9.D is paid.

RULE NO. 11

DISPUTED BILLS

When a customer and the Utility fail to agree on a bill for telephone service and the disputed bill is not paid within 15 days after presentation, the Utility will notify the customer:

1. That in lieu of paying the disputed portion of the bill to the Utility the customer may deposit with the Public Utilities Commission, State of California, Attn: Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102, the disputed portion claimed by the Utility to be due. Mailing address and contact numbers for the Commission are printed on the customer's bill. The portion of the bill not subject to dispute must be paid to the Utility by the due date indicated on the bill.
2. That checks or other forms of remittance used for this purpose should be made payable to the Public Utilities Commission, State of California.
3. That upon receipt of the deposit of the disputed portion of the bill, the Commission will notify the Utility, will review the basis of the disputed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. That service will not be discontinued for nonpayment of the disputed portion of the bill during the pendency of the investigation by the Utility of the dispute or complaint or when the above deposit has been made with the Commission pending the outcome of the Commission's review.
5. 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.
6. Any customer who has initiated a complaint or requested an investigation within five days of receiving the disputed bill, will be given an opportunity upon the customer's request, for review of such complaint or investigation by a management employee of the Utility. Consideration will be given to permitting the amortization of the unpaid balance of the account over a reasonable period of time. Telephone service will not be discontinued as long as the customer complies with the terms of the agreement and continues to pay current charges as they accrue in subsequent billing. In the event a deposit has been made with the Public Utilities Commission and if before completion of the Commission's review, additional bills become due which the customer wishes to dispute, he/she shall also deposit with the Commission the additional disputed amounts claimed by the Utility to be due for such additional bills before they become past due. Failure to do so will warrant discontinuance or his/her service in accordance with Rule No. 11. The portion of the bill not subject to dispute must be paid to the Utility by the due date indicated on the bill.

RULE NO. 12

NOTICES

Any notice the Utility may give to a customer supplied with telephone service by the Utility may be given orally, unless otherwise provided by these Rules to the customer, or his authorized representative, or by written notice, either delivered at the address hereinafter described in this Rule or properly deposited in any United States Post Office in the territory served by the Utility, postage prepaid, addressed to the customer at the customer's place of address specified in the customer's application for telephone service, or at such address as may subsequently be given by the customer to the Utility at its local business office.

Any notice from any customer to the Utility may be given orally, unless otherwise provided by these Rules, to the Utility by the customer, or any authorized representative, at the Utility's local business office, or by written notice properly addressed and mailed to the Utility.

RULE NO. 13

MONITORING AND/OR RECORDING OF TELEPHONE CONVERSATIONS

A. Utility-Provided Facilities

All those Utility facilities (some referred to as monitoring or service observing and training equipment) which are designed to permit overhearing, surveillance and/or recording of 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 give adequate notice that the conversation is being overheard, observed or recorded, unless otherwise permitted by applicable law (e.g., law-enforcement purposes). Such adequate notice shall be given by:

1. 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; or
2. An Interactive Voice recording (IVR) message when a customer calls the Utility's customer service office. The IVR message will inform customers that the call may be monitored or recorded for quality assurance purposes and will allow a customer to opt-out of having the call monitored or recorded; or
3. With respect to monitoring of operator assisted or directory assistance calls, by notice in the telephone directory and in periodic bill inserts indicating that a sampling of two-way conversations between Frontier Communications of the Southwest Inc., employees and customers are monitored for training and quality control purposes by supervisory or management personnel and that no recording of such conversations is made. The notice may indicate that the telephone company's automated operator and directory assistance systems may incidentally record customers' voice responses, for example, to prompts for the name and city of the called party.

B. Customer-Provided Facilities

1. Any customer in California which provides its own terminal equipment and which monitors or records conversations between its employees and its customers, and others engaging in conversations, where such conversations make use of the public telephone network, shall provide notice of the monitoring or recording.
2. The Utility shall notify the customer when it has learned of monitoring or recording which does not use one of the authorized methods of providing notice and, unless the customer will discontinue such use, the provisions of B.3 following shall apply.
3. The Utility shall discontinue service to a customer for noncompliance with this rule if, after written notice of at least five days, the customer has not initiated compliance with such notice. Service will be restored after the customer establishes compliance with the rule and pays the reconnection charge.

4. Appeals Procedure

In the event of a dispute between the Utility and a customer as to whether the customer is in fact in violation of the provisions of Paragraph B.1 above, 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 in the manner provided under the Commission's Rules of Practice and Procedure. During the period the complaint is pending before the Commission, the Utility shall not terminate service for noncompliance.

5. Liability of the Utility

The Utility 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.

RULE NO. 14

BASIS OF MILEAGE CHARGES

APPLICATION

A. Primary Service

Mileage charges to primary individual and party line service, trunk lines of private branch exchange service, Centrex Service and EBSS located outside of the base rate area, base rate point or rate area are based on airline distance measured between the termination and the nearest point on the boundary of the nearest base rate area, base rate point or rate area within the same exchange area.

B. Off-Premises Termination

Mileage charges for off-premises terminations of individual line, party line, EBSS and Centrex Service and to off-premises terminations of private branch exchange service are set forth under the Product Guide Section 5. (T)

C. Method of Measurement For Exchange Services
(Between Exchanges or District Areas)

Vertical (V) and horizontal (H) grid lines established across the United States are the basis for computing airline mileages between exchanges or district areas.

The spacing between adjacent (V) grid lines and between (H) grid lines represents a distance of one (1) coordinate unit. The unit is the square root of 0.1 expressed in statute miles.

One (V) and one (H) coordinate is computed for each rate center from its latitude and longitude location using appropriate map-projection equations.

A pair of coordinates (V-H) locates a rate center, when computing airline mileages at a particular intersection of an established vertical grid line with an established horizontal grid line.

To determine applicable mileage between any two respective coordinate intersections of exchanges or district areas obtain the (V) and (H) coordinates for the appropriate rate center in each exchange or district area. (Pacific Bell files all rate center (V-H) coordinates in the State of California.)

RULE NO. 14

BASIS OF MILEAGE CHARGES - Continued

C. - Continued

1. Method of Measurement

The method of computing applicable airline mileage measurements between exchanges or the district areas of an exchange is as follows:

a. Message Toll Telephone Service Computation used for Foreign Exchange, Message Toll Telephone and Mobile Telephone Services.

- (1) Subtract the lesser from the greater of each of the (V) coordinates and the (H) coordinates.
- (2) Divide each of the differences obtained above by three, rounding each quotient to the nearer whole number.
- (3) Square these two numbers and add the squares.

If the sum of the squares is greater than 1,777, divide the whole numbers obtained in (2) above by three again and repeat the step until the sum of the squares obtained is less than 1,778.

- (4) The number of successive divisions by three in the preceding determines the value of "N". Multiply the final sum of the two squares obtained above by the multiplier specified in the following table for the "N" value preceding.

<u>N</u>	<u>MULTIPLIER</u>	<u>MINIMUM RATE MILEAGE</u>
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	362
5	5,904.9	1,081
6	53,144.1	3,241

RULE NO. 14

BASIS OF MILEAGE CHARGES - Continued

C. 1. a. - continued

- (5) Obtain the square root of the product obtained above, with the resulting fraction rounded to the next higher whole number. This is the message rate mileage, except when less than the minimum rate mileage in the table above for the value of "N" used. In this case apply the minimum rate mileage.

Example: Mileage measurement Guadalupe to Carpinteria

	<u>V</u>	<u>H</u>
a. Guadalupe	9072	8322
Carpinteria	<u>9170</u>	<u>8117</u>
b. Difference	98	205
c. Divide by 3	33	68
d. Square and add	1089	+ 4624 = 5713
Sum of squares exceeds 1,777		
e. Divide by 3 (line c) again	11	23
f. Square and add	121	+ 529 = 650
g. Multiply by "N" value multiplier		N value is 2 and multiplier is 8.1
650 x 8.1 - 5,265.0		
h. Square root of 5,265.0 = 72.56		
i. Round to next higher number = 73 (which is greater than the minimum rate mileage for an "N" value of 2 - 41 miles) so the message toll mileage is 73 miles		

RULE NO. 15

CHANGES IN TELEPHONE NUMBER

The assignment of a number to a customer's telephone service will be made at the discretion of the Utility. The customer has no proprietary right in the number, and the Utility may make such reasonable changes in the telephone number as the requirements of the service may demand.

WORKING NUMBERS REQUIREMENT BLOCKS OF NUMBERS - PBX AND CUSTOMIZED MULTI-LINE TELEPHONE SERVICE

(T)
(T)

Customers are required to keep 50% or more of their assigned numbers working at all times in order to retain assignment of their entire block of numbers. Customers must notify the Utility if their usage level drops below 50% so that action can be initiated to reclaim numbers.

RULE NO. 16

SERVICE PERFORMANCE GUARANTEE FOR BUSINESS CUSTOMERS

1. If a business-class customer requests installation of a new or a subsequent service or repair of an existing service, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of \$100.00.
2. One credit per service order or per trouble report may be applied, if an installation or repair involves services from the tariff but excludes the following:
 - Customer Premises Equipment (CPE) and Inside Wire
 - Customer Owned Pay Telephone (COPT)
 - Facilities for IntraState Access
3. Each credit shall be limited to \$100.00 for each service order or trouble report.
4. A credit will be extended in accordance with the above conditions at the request of the customer.
5. A credit will be extended in accordance with the above conditions only after the Utility fails to meet a commitment or fails to restore Utility-owned facilities used to provide any tariffed service other than those specified above as exceptions.
6. Credits will be provided to business-class customers within all exchanges.
7. The Utility's commitment to business customers shall constitute a limited exception to the limitations of liability contained in Schedule Cal. P.U.C. No. D&R, Rule No. 22. The Utility's commitment to residential customers in no way constitutes a waiver of the provisions of Rule No. 22.

RULE NO. 17

OWNERSHIP AND USE OF FACILITIES ON CUSTOMERS' PREMISES

The Utility shall own, furnish and maintain the protective apparatus and other facilities necessary to provide access to the network telephone service. All facilities provided shall conform to the established construction standards of the Utility.

At the customer's convenience, equipment provided by the customer may be attached to or connected with the facilities provided by the Utility as provided in Rule No. 35. Where direct electrical connections are made the customer will be responsible for furnishing and maintaining all facilities beyond the point of connection with the Utility facilities.

In case any unauthorized attachment or connection is made, the Utility shall have the right to remove or disconnect same or to suspend the service of the customer until the unauthorized attachment or connection is removed.

RULE NO. 18

OWNERSHIP AND USE OF TELEPHONE DIRECTORIES

- A. As of October 11, 2007, Telephone Directories are provided by an official publisher of Frontier print directories. Telephone directories containing the listings of customers within a specified area, issued from time to time by the publisher, are and remain the property of the publisher. They shall not be mutilated and shall be surrendered upon request to the publisher who delivers the subsequent issue. (T)
- B. White Page Directory Listings (N)
1. White page directories include business listings, local emergency numbers and local government pages.
 2. The requirement to provide a free published directory can be satisfied using the procedures authorized in California Public Utilities Commission Resolution T-17302. Under this authorization, the customers will receive delivery of the directory electronically by CD-ROM or by on-line access at <http://frontier.com/whitepages>, unless a customer affirmatively elects to receive a traditional printed paper copy by contacting Frontier under the procedures authorized in Resolution T-17302. Customers may contact Frontier at 800-979-7978 to receive a traditional printed paper copy. (N)

RULE NO. 19

BUSINESS AND RESIDENCE SERVICE

The applicability of business and residence rates is governed by the actual or obvious use made of the service. The use to be made of the service will be ascertained from the applicant at the time of application for service or from evidence of usage once service is established.

A. Business Service

Business rates apply at the following locations:

1. In offices, stores, factories and all other places of a strictly business nature.
2. In boarding houses and rooming houses with more than five rooms available for rent (except as noted under Paragraph B below), colleges, clubs, lodges, schools, libraries, churches, lobbies and halls of hotels, apartment buildings, airport hangars, hospitals, and private and public institutions.
3. At any location when the listing of "office" is provided, or when any title indicating a trade, occupation or profession is listed, except as modified under Product Guide Section 19.
4. In private residences or places of dwelling when the customer has no regular business telephone service and the use of the service by the customer, members of the customer's household, or the customer's guests is more of a business than residence nature as might be indicated by advertising through newspapers, handbills, billboards, circulars, business cards or other means.
5. In general, in any place where the principal use of the service is of a business, professional or occupational nature.

B. Residence Service

Residence rates apply at the following locations:

1. In private residences or residential apartments of hotels, apartment houses and in any other location where the actual or obvious use of the service is domestic.
2. Repetitive commercial solicitation from a residence service is considered a business activity.

If it is found that a residence customer's service is being used principally for business purposes, the Utility will thereafter require the customer to take business service, except in cases where the customer thereafter uses the service principally for domestic purposes.

RULE NO. 20

SERVICE CONNECTIONS TO BE MADE BY UTILITY EMPLOYEES

Only duly authorized Utility employees are permitted to connect or disconnect a telecommunication line on the Utility portion of the demarcation point at the customer premises.

RULE NO. 21

UTILITY'S RIGHT OF INGRESS AND EGRESS FROM CUSTOMER'S PREMISES

The Utility has the right of ingress to and egress from the customer's premises at all reasonable hours for any purpose reasonably connected with the furnishing of telephone service and the exercise of any and all rights secured to it by law or these Rules.

The Utility has the right to remove any and all of its property installed on the customer's premises at the termination of service as provided for in these Rules.

RULE NO. 22

LIMITATION OF LIABILITY

A. Liability

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws.
2. In the event an error or omission is caused by the gross negligence of the Utility, the liability of the Utility shall be limited to and in no event exceed the sum of \$10,000.
3. Except as provided in Sections 1 and 2 of 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 including exchange, toll, private line, 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 periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect an 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 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.
4. Whenever commercial power or its equivalent is required to operate services or facilities provided by the Utility at the customer's premises, the customer shall:
 - (1) Furnish such power which shall be suitable for the purpose;
 - (2) Provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and
 - (3) Allow the Utility access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service, and the Utility shall not be held liable for such an interruption of service. Nor shall the Utility be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

RULE NO. 22

LIMITATION OF LIABILITY - Continued

B. Credit Allowance - Services other than Directory

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

1. 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 of interruption in the following services:

NOTE: The allowance on Items a. and b. applies to services within the same or different exchanges.

- a. Mobile Telephone Service
- b. Air Raid Warning Systems
- c. Special Access Services and Channels, as follows:

NOTE: The allowance on Items (1) through (13) applies only to service within the same exchange area.

- (1) Special Access Telephone Service.
- (2) Speaker-Microphone Service.
- (3) Special Access Teletypewriter Service.
- (4) Channels for Data Transmission.
- (5) Channels for Program Transmission in connection with Loudspeakers, Sound Reproduction or Sound Recording.
- (6) Channels for One-Way Speech Network in Connection with Loudspeakers.
- (7) Wideband Services.
- (8) Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes.
- (9) Alarm Transport Service.
- (10) Loudspeaker Paging System Service.
- (11) Optinet High Capacity Digital Service.
- (12) Optinet Switched Digital Service.
- (13) Channels for the Transmission of Closed Circuit Television Signals.
- (14) Channels for the Remote Operation of Private Mobile Radiotelephone Systems.

(D)
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(T)

RULE NO. 22

LIMITATION OF LIABILITY - Continued

B. 1. - Continued

d. Wide Area Telephone Service

Where credit is allowed against initial charges, the initial period shall be reduced in the same proportion, and additional hourly rates shall apply to each hour or major fraction thereof for Wide Area Telephone Service furnished in excess of the initial period as so reduced.

e. Special Service Arrangements.

2. 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 continued beyond 24 hours, credit allowance will be given in successive 24-hour multiples.
3. The Utility shall allow, for interruptions 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:

NOTE: The allowance on Items a. through h. below applies only to services between separate exchanges areas.

- a. Special Access Line Telephone Service.
- b. Special Access Line Teletypewriter Service.
- c. Channels for Data Transmission.
- d. Channels for Remote Metering, Supervisory Control and Miscellaneous Signaling Purposes.
- e. Speaker-Microphone Service.
- f. Wideband Services.
- g. Channels for One-Way Speech Network in Connection with Loudspeakers.
- h. Channels for the remote operation of private mobile radiotelephone systems

RULE NO. 22

LIMITATION OF LIABILITY - Continued

B. 1. - Continued

4. The Utility shall allow, for interruptions of 30 seconds or more not due to conduct of the customer (including 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 private line channels for program transmission in connection with loudspeakers, sound reproduction or sound recording.
5. The Utility shall allow, for interruptions of two consecutive hours or more not due to conduct of the customer (including 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 in private line channels for television transmission for use in closed circuit educational television service.

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

6. In the event of a natural disaster, Frontier may be obligated under State rules and regulations to credit Residential customers for time out of service as well as service accommodations, including, but not limited to customer deposits, restoration and connection charges, line extension charges and temporary service allowances, including the following:
 - A waiver of the one-time activation fee for establishing Remote Call Forwarding, Remote Access to Call Forwarding, Call Forwarding features and Messaging services;
 - A waiver of the monthly rate for one month for Remote Call Forwarding, Remote Access to Call Forwarding, Call Forwarding features and Messaging services;
 - A waiver of the service charge for installation of service at the temporary or new permanent location of the customer and again when the customer moves back to the original premises;
 - A waiver of the fee for one jack and associated wiring at the temporary location regardless of whether the customer has an Inside Wire plan;
 - A waiver of the fee for up to five free jacks and associated wiring for Inside Wire Plan customers upon their return to their permanent location; and
 - A waiver of the fee for one jack and associated wiring for non-Plan customers upon their return to their permanent location.

(N)
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(N)

C. Credit Allowances - Directory

Subject to the provisions of Section A.3 of this rule 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:

1. 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.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, as set forth in Schedule Cal. P.U.C. No. B-1 an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. 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.
4. 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.
5. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

RULE NO. 23

CUSTOMER'S PRIVATE SERVICE NOT FOR PUBLIC USE

The customer shall not permit the public use of basic exchange service furnished for the customer's private use.

If it is found that the customer is permitting public use of service furnished him for his private use, the Utility will thereafter provide public business service except in cases 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.

Except for inns (hotels/motels) and hospitals (including convalescent homes) where service may be used by guests, or patients, the use of the service is restricted to the customer, his agents, or representatives, and no service shall in any case be resold.

RULE NO. 24

CONTRACTS

Contracts will not be required as a condition precedent to telephone service except:#

- A. As may be required by conditions set forth in the regular schedule of rates and Rules 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 provision:

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

Includes Income Tax Component as listed in Rule No. 2 Schedule Cal. P.U.C. No. D&R (Definitions & Rules).

RULE NO. 25

POLE ATTACHMENTS

I. Cable Television (CATV).

To establish a fee for the attachment of Cable Television facilities to Utility poles.

	<u>Rate</u>	
Attachment, per year	Rate established per governing law	(C)

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 Utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's Tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

RULE NO. 27

APPENDIX "B" OF DECISION NO. 91188

1. Any communications utility 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 utility 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 utility the written finding of a magistrate, as specified in Paragraph 1 of this rule, then upon written request of the subscriber the communications utility 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.

RULE NO. 27

APPENDIX "B" OF DECISION NO. 91188 - Continued

5. The utility, immediately upon refusal or disconnection of section in accordance with Paragraph 1 of this rule, shall notify the applicant or subscriber 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 subscriber 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 pursuant to Paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in compliant 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 subscriber. Nothing in this paragraph shall be construed to preclude the granting of 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 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 such service.
8. The term "person" as used herein, includes a subscriber to 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. (T)
9. The term "communications utility" used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

For information of our customers, the address of the Commission's office is:

Public Utilities Commission
Attn: Consumer Affairs Branch
505 Van Ness Avenue
San Francisco, California 94102

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER

This Rule is applicable for underground construction of new subdivisions, new real estate developments and for customers in serving areas as defined by maps filed as part of this tariff in Schedule Cal. P.U.C. No. AB.

Also see Schedule Cal. P.U.C. No. A-12 for terms and conditions applicable for aerial and/or underground line extensions and service connections.

Definitions of terms may be found beginning on Sheet 1 in this schedule.

A. Plant Extensions and Service Connections ¹

1. Except as otherwise provided in these Rules, the Utility will, at its expense, construct, own and maintain all facilities, up to and including the Utility's local loop demarcation point, necessary to serve applicants in accordance with its rates, rules and current construction standards, provided dedicated streets are available or acceptable easements can be obtained without charge or condemnation.
2. Where an applicant requests a route or type of construction which is feasible but differs from that determined by the Utility, the applicant will be required to pay the estimated additional cost involved, as set forth in Part H. of this Rule
3. In lieu of all or part of the payment in A.2. preceding, the applicant may furnish such materials or perform such work as may be mutually agreed between the Utility and the applicant. Upon acceptance by the Utility, ownership of any materials so furnished shall vest in the Utility except that portion of underground supporting structures located on private property, unless the underground supporting structure on private property has been deeded to the Utility.
4. In suburban areas, charges for line extensions and service connections apply as set forth in Schedule Cal. P.U.C. No. A-12.
5. Plant extensions and service connections to serve temporary or speculative projects are subject to the provisions of Rule No. 35 in this Schedule.
6. Where its own operating conditions warrant, the Utility will construct and maintain its facilities underground at its expense.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

A. Plant Extensions and Service Connections - Continued

7. Only underground plant extensions and service connections will be constructed to and within the following types of new subdivisions (see Definitions in this Schedule) or new real estate developments: i.e., projects which do not satisfy the density requirement for a subdivision: (See A.8. and A.9. following for exemptions to this requirement.)
 - a. Five or more lots for single-family and/or multifamily dwellings; unless:
 - (1) The lots within the residential subdivision or real estate development existed as legally described parcels prior to May 5, 1970, and an agreement has been entered into prior to May 5, 1972, with the electric utility for aerial service; or
 - (2) The minimum parcel size within the new residential subdivision or real estate development, identifiable by a map filed with the local governmental authority, is three (3) acres and the applicant for the extension shows that all of the following conditions exist:
 - (a) Local ordinances do not require underground construction.
 - (b) Local ordinances or land use policies do not permit further division of the parcels involved so that parcel sizes less than three (3) acres can be formed.
 - (c) Local ordinances or deed restrictions do not allow more than one single-family dwelling or accommodation on each parcel, or any portion of a parcel, of less than three (3) acres.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

A. Plant Extensions and Service Connections - Continued

7. a. (2) - Continued

- (d) New aerial plant extensions and service connections constructed to or within a residential subdivision or real estate development would not be in proximity to¹, and visible from², a designated scenic highway, state or national park, or other area determined by a governmental agency to be of unusual scenic interest to the general public.
- (e) Exceptional circumstances do not exist which in the Utility's opinion warrant the installation of underground plant extension or service connection facilities. Whenever the Utility invokes this provision, the circumstances shall be described promptly in a letter to the Public Utilities Commission, with a copy to the applicant for the extension.
- (f) The Utility does not elect to install the extension underground for its own operating convenience. Whenever the Utility elects to install the extension underground for its operating convenience, the extra cost compared with overhead shall be borne by the Utility.

b. Five or more dwelling units in two or more buildings located on a single parcel of land;

c. Two or more enterprises on a single parcel or on two or more contiguous parcels of land; where each enterprise is to be engaged in: trade, the furnishing of services, or a process which creates a product or changes materials into another form or product (e.g., shopping centers; sales, commercial or industrial enterprises; business offices; professional offices; educational or government complexes; shops; and factories).

8. If an applicant elects to be served by aerial electrical facilities which are not in violation of a legal prohibition imposed by a municipality, the California Public Utilities Commission or other governmental agency having jurisdiction, the Utility is not obligated to construct underground.

¹ "In proximity to" shall mean within 1,000 feet from each edge of the right-of-way of designated state scenic highways and from the boundaries of designated parks and scenic areas.

² "Visible from" shall mean that overhead distribution facilities could be seen by motorists or pedestrians traveling along scenic highways or visiting parks or scenic areas.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

A. Plant Extension and Service Connections - Continued

9. In exceptional circumstances, when the application of these rules appears impractical or unjust, the Utility or the applicant may refer the matter to the Public Utilities Commission for special ruling or for approval of mutually agreed upon special conditions, prior to commencing construction.

B. Serving Arrangements for Property Under Development

1. The Utility 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.
2. Where the immediate intended use of parcelized continuous property is not clear, the Utility may provision each parcel under special construction arrangements as provided in Schedule Cal. P.U.C. A-9.

C. Location of Demarcation Points on Continuous Property

1. Specific Power and/or Space Requirements - where a Local Loop Demarcation Point (LLDP) lacks sufficient power and/or space to support provisioning of new service, the service will be provisioned as close as practicable to the existing demarcation point.
2. For new continuous property, regardless of type of use, the location of the LLDP will be at the appropriate main distribution terminal as determined by negotiations between the Utility and the property owner. Where no agreement can be reached, the Utility will designate the location of the LLDP. The customer must provide adequate termination facilities in accordance with the Schedule A-9 tariff. In the event the property owner does not provide such adequate termination facilities, the Utility will not provide network service to subscribers located on the property of the owner at that location.
3. For existing continuous property, the Utility will designate the main distribution terminal which is the LLDP, for each Local Loop serving the property, for purposes of unbundling of Intrabuilding Cable (INC) in each building. Where there is no main distribution terminal on existing Continuous Property, the current serving arrangement 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, 1993. At that time, the Utility will treat such property as new continuous property.
4. Requests for Additional Local Loop Demarcation Points ¹

If a continuous property owner desires additional LLDP's, 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 as set forth in this Rule in Part H., Special Construction of Exchange Facilities. Additional LLDP cannot be used to extend any cable pairs serving from any LLDP from one location to another location. Only one LLDP per property will be provided by the Utility at no charge.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

C. Location of Demarcation Points on Continuous Property - Continued

4. Requests for Additional Local Loop Demarcation Points ¹ - Continued

- a. The Utility shall add additional LLDP's or Secondary Demarcation Points as requested by the property owner, or his or her agent only, provided that the following conditions are met:
 - (1) The property owner agrees, and has the ability to pay for all expenses reasonably incurred.
 - (2) It is technically feasible. The Utility bears the burden of proving technical infeasibility.
 - (3) It is not prohibited by applicable local, state or federal laws, rules or regulations.
- b. The charges for the additional LLDP's or Secondary Demarcation Points depend on each individual project. The cost of the project will include the engineering study costs, loaded labor costs, materials, necessary permits, and applicable taxes to complete the project.
- c. The property owner, or his or her agent, will be required to pay the Utility's estimated total cost of the construction in advance. Any difference between the amount advanced and the actual cost shall be remitted by the customer or refunded by the Utility, as the case may be, within sixty (60) days after the customer is mailed notification of the actual cost or completion of the Utility's construction, respectively. ²
- d. The estimated costs of the construction is valid for a period of sixty (60) days from the date of presentation to the property owner, or his or her agent.
- e. The Utility, where feasible, will install an aerial drop from an existing utility pole that supports existing Utility provided telecommunications services to serve a COPT line where the line is located within twenty-five (25) feet of the pole. The charge for the drop will be included in the premises visit charge found in the Product Guide Section 3.
- f. To the extent that the additional LLDP's or Secondary Demarcation Points result in Utility property being transferred to the property owner, the Utility shall charge the property owner the net book value (recorded cost less accumulated depreciation) of the property. Additional LLDP cannot be used to extend any cable pairs serving from any LLDP from one location to another location. Only one LLDP per property will be provided by the Utility at no charge.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

² Governmental entities as defined in G.O. 96-A, Section X, are excluded from the advance payment requirement of this paragraph.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

C. Location of Demarcation Points on Continuous Property - Continued

5. Relocation of the Local Loop Demarcation Point/Minimum Point of Entry (MPOE) on Continuous Multi-Tenant Property ¹
 - a. The Utility shall relocate the LLDP/MPOE as requested by the property owner or his or her agent only, provided that the following conditions are met:
 - (1) The property owner agrees, and has the ability to pay for all relocation expenses reasonably incurred.
 - (2) Relocation is technically feasible. The Utility bears the burden of proving technical infeasibility.
 - (3) Relocation is not prohibited by applicable local, state or federal laws, rules or regulations.
 - b. Any rearrangements or changes involving relocation, removal or replacement of existing cable or wire facilities depend on each individual project and are charged to the customer at cost. The cost of the project will include the engineering study costs, loaded labor costs, materials, necessary permits and applicable taxes to complete the project. The property owner, or his or her agent, will be required to make a nonrefundable deposit to cover the cost of the engineering study, before the Utility provides the estimated total costs of construction. ²
 - c. The property owner, or his or her agent, will be required to pay the Utility's estimated total cost of the construction in advance. Any difference between the amount advanced and the actual cost shall be remitted by the customer or refunded by the Utility, as the case may be, within sixty (60) days after the customer is mailed notification of the actual cost or completion of the Utility's construction, respectively. ²
 - d. The estimated costs of the construction are valid for a period of sixty (60) days from the date of presentation to the property owner, or his or her agent.
 - e. To the extent that the relocation of the LLDP/MPOE results in Utility property being transferred to the property owner, the Utility shall charge the property owner the net book value (recorded cost less accumulated depreciation) of the property.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

² Governmental entities as defined in G.O. 96-A, Section X, are excluded from the advance payment requirement of this paragraph.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

D. Aerial Plant Extensions

Aerial plant extensions will be constructed at the Utility's expense except when A-31 charges apply.

E. Underground Plant Extensions

1. New Subdivision Underground Plant Extensions

- a. Within subdivisions in their entirety where all or a portion of the requirement will be for residential service, business service, or a combination of both, the Utility will determine the requirements for the underground supporting structure.
- (1) The Utility will construct underground plant extensions at its expense. Where all requirements are for residential service, trenches will be occupied jointly, where economy dictates, upon payment by the Utility of its pro rata cost thereof to provide residential service.
 - (2) The applicant will perform or pay for any pavement cutting and repaving, and for clearing the route and grading it to within six inches of final subgrade, all in time to give the Utility a reasonable construction period. The construction period will be determined by the amount and type of work to be performed.
 - (3) The Utility will provide the conduit material, and metallic manhole covers where specified, (or where mutually agreeable, the applicant may provide the conduit material to the Utility's specifications and the Utility will reimburse the applicant at the Utility's current cost for that type of conduit).
 - (4) If the specifications (in (6) below) include transiting conduit to serve parcels outside the subdivision, the Utility will provide all conduit material and reimburse the applicant his incremental cost attributable to transiting conduits over and above a total of four local and transiting conduits in any section of the underground supporting structure. The applicant and the Utility shall agree upon the amount of such reimbursement before construction begins.
 - (5) The applicant shall be responsible for loss, unreasonable breakage and any liability in connection with the conduit material or manhole covers provided to the applicant by the Utility.
 - (6) The applicant will construct to the Utility's specifications and deed to the Utility the complete underground supporting structure.¹

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

E. Underground Plant Extensions - Continued

1. New Subdivision Underground Plant Extensions - Continued
 - b. From new subdivisions to the Utility's existing distribution facilities;
 - (1) The first 200 feet or less of an extension which is adjacent to the boundary of a new subdivision will be constructed subject to the conditions stated in E.1.a preceding.
 - (2) For the remainder of an extension outside the boundary of a new subdivision, the applicant will pay in advance a nonrefundable amount equal to three-fourths of the estimated difference in cost between underground and aerial facilities.¹
 2. New Real Estate Developments Where Density Requirements Are Not Satisfied
 - a. Plant extensions to and within new real estate developments in their entirety which do not satisfy the density requirement for a subdivision, will be constructed in the manner determined in E.1 preceding provided that:
 - (1) The applicant will pay in advance the estimated total cost of the Utility's construction.² Any difference between the amount advanced and the actual cost shall be advanced or refunded, as the case may be, within 60 days after completion of the Utility's construction. This adjusted advance, excluding any payments required by E.1.b.(2) above, is refundable as provided in the following:
 - (2) When, within the first three-year period after completion of the Utility construction, the subdivision density requirement of one line per acre has been met, upon written request from the developer/customer, the Utility will return the refundable advance in E.2.a.(1) preceding.

If, at the end of the three-year period the subdivision density requirement has not been met, upon written request from the developer/customer, the Utility will return that portion of the refundable advance proportional to the ratio of the then permanent telephone line termination density to the subdivision density requirement. No interest will be paid on such advances.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

² Governmental entities as defined in G.O. 96-A, Section X, are excluded from the advance payment requirements of this paragraph.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

F. Aerial Service Connection Facilities

1. Aerial service connection from aerial distribution facilities are furnished at the Utility's expense except when A-31 charges apply.
2. Aerial service connection from underground distribution facilities are not provided unless an applicant specifically requests such an arrangement. Such an arrangement must be feasible and permissible, in which case applicant will pay in advance a nonrefundable amount equal to the estimated total cost of arranging the distribution facilities to accommodate an aerial service connection.¹ Any difference between the amount advanced and the actual cost will be remitted or refunded as the case may be, within sixty (60) days after the actual cost is determined by the Utility.
3. Applicant will provide and maintain a suitable point of attachment on the building housing the premises served to give clearance between the service connection wire or cable and ground and other objects as required by applicable laws, ordinances, rules or regulations of public authorities.

G. Underground Service Connections

When applicant requests, or is required to have, underground facilities, the Utility will furnish them under the following conditions:

1. To the Property to be Served
 - a. Where a service connection facility will be connected to underground distribution facilities, that portion of the service connection facility not on the property to be served will be constructed by the Utility without charge, provided that:
 - (1) If an underground line extension is being constructed for a new real estate development as provided in E.2.a. preceding, the Utility's costs of those portions of service connection facilities to the properties to be served are also subject to the advance and refund provisions of E.2.a.
 - (2) Trenches will be occupied jointly, where economy dictates, upon payment by the Utility of its pro rata cost thereof. However, if soil conditions or topography will cause trenching costs to materially exceed the Utility's average trenching costs, the applicant may be required to pay a nonrefundable amount equal to such excess costs.

¹ Governmental entities as defined in G.O. 96-A, Section X, are excluded from the advance payment requirements of this paragraph.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

G. Underground Service Connections - Continued

1. To the Property to be Served - Continued

- b. Where the service connections will be connected to aerial distribution facilities, the applicant will be required to pay in advance a nonrefundable amount equal to three-fourths of the estimated difference in the cost of constructing underground and equivalent aerial facilities for that portion of the underground service connections not on the property to be served. ¹
- c. Where the customer requests additional service connection facilities to be connected to underground distribution facilities, that portion of the additional service connection facilities not on the property to be served will be constructed as set forth in this Rule in Part H, Special Construction of Exchange Facilities.

2. On the Property to be Served ²

For the purpose of this rule: A service connection (or a branch thereof) intended to serve all or a portion of one building is denoted as being separate. Where a single service connection is intended to serve two or more buildings on one continuous property, the section extending from the property line and excluding the "separate" branches to individual buildings is denoted as the common portion.

- a. The trench or underground supporting structure for a "separate" service connection, and for any "common portion" for which an easement acceptable to the Utility is not obtainable without charge or condemnation, will be provided as follows:
 - (1) Where the Utility determines that buried wire or cable is to be used for the service connection, the applicant or customer will provide the trench or pay the trenching costs. Such trench will be to the Utility's plans and specifications between designated points on the building served and the boundary of the "common portion" easement, utility easement or dedicated street, as required.
 - (2) Where the Utility determines that conduit is to be used for the service connection, the applicant or customer will construct, own and maintain at his expense the underground supporting structure, unless the underground supporting structure on private property has been deeded to the Utility. Such underground supporting structure will be to the Utility's plans and specifications between designated points on the building served and the boundary of the "common portion" easement, utility easement or dedicated street, as required.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

² The applicant will provide or arrange for the rights necessary for the Utility to place service facilities on the parcel of property occupied by the applicant and/or to cross the intervening parcel or parcels of property except where the applicant is located on U.S. Government land or on private property surrounded by U. S. Government land as required by federal law. These access rights are considered as part of the applicants' continuous property.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

G. Underground Service Connections - Continued

2. On the Property to be Served - Continued

b. Where feasible, a single service connection will be constructed to serve two or more buildings on one continuous property. If an easement acceptable to the Utility for the "common portion" of such an arrangement has been obtained without charge or condemnation, the trench or underground supporting structure for the "common portion" and those segments of separate portions lying within the boundary of the easement will be constructed as set forth in this paragraph. Unless otherwise agreed between the applicant/customer and the Utility, the width of such easement shall not exceed five feet. However, where the easement of the "common portion" is adjacent to or within the paved area of a private street giving access to two or more buildings, such easement shall be broadened where required so as to include those portions of "separate" service connections that will be constructed beneath the street pavement.

(1) Where all requirements will be for residential service:

- (a) the Utility will provide the trench or underground supporting structure at its expense, provided that
- (b) the applicant or customer performs or pays for any pavement cutting and repaving, and for clearing the route and grading it to within six inches of final grade, all in time to give the Utility a reasonable construction period. The construction period will be determined by the amount and type of work to be performed.

(2) Where all or a portion of the requirement will be for business service and the Utility determines that buried wire or cable is to be used:

- (a) the applicant or customer will provide the trench at the customer's expense, and to the Utility's plans and specifications between a designated point on the building served and the boundary of the Utility's easement or dedicated street as required, and
- (b) the applicant or customer will perform or pay for any pavement cutting and repaving, and for clearing the route and grading it to within six inches of final grade, all in time to give the Utility a reasonable construction period. The construction period will be determined by the amount and type of work to be performed.

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

G. Underground Service Connections - Continued

2. On the Property to be served - Continued

b. - Continued

(3) Where all or a portion of the requirement will be for business service and the Utility determines that conduit is to be used for underground supporting structure:

- (a) the Utility will provide the conduit material, and metallic manhole covers where specified, (or where mutually agreeable, the applicant may provide the conduit material to the Utility's specifications and the Utility will reimburse the applicant or customer at the Utility's current cost for that type of conduit).
- (b) the applicant or customer will construct to the Utility's specifications and deed to the Utility the complete underground supporting structure, and
- (c) the applicant or customer shall be responsible for loss, unreasonable breakage and any liability in connection with the conduit material or manhole covers provided to the applicant by the Utility.

c. In either G.2.a. or G.2.b. above, the Utility will, at its expense, furnish, install and maintain the service connection wire or cable to the primary local loop demarcation point.

3. Existing service connection facilities will be reinforced as required to accommodate added service requests under the conditions set forth above.

(T)

RULE NO. 28

PLANT EXTENSIONS, SERVICE CONNECTIONS, AND SPECIAL CONSTRUCTION ON PREMISES OF CUSTOMER -
Continued

H. Special Construction of Exchange Facilities

1. Special Provision of Facilities and Service

- a. Plant Extensions and Service Connections on Customer's Premises or new facilities to provide exchange telephone service to applicants/customers will be furnished up to and including the Utility's local loop demarcation point as set forth in this schedule. Where the new facilities are in suburban areas, charges for line extensions and service connection facilities are set forth in Schedule Cal. P.U.C. No. A-12. (T)
- b. For the provision of miscellaneous service when the item is a component of other service or a system and no other nonrecurring charge is applicable, then the actual cost of work performed is applicable as set forth in the Product Guide Section 3.
- c. Applicants/customers may request service arrangements or facilities in the provision of their service which are beyond those normally provided by the Utility. When such an applicant/customer requirement exists, the Utility may furnish, where operating conditions permit, up to and including its local loop demarcation point, such other arrangements as the applicant/customer requests. For charges, based on the costs of providing such additional service or facility arrangements, see below.

2. Charges for Special Provision of Facilities and Service ¹

- a. Charges based on costs are applicable to special provision of facilities and service. An advance payment of 100% of estimated cost will be required by the Utility to protect its investment. The amount of the advance payment will be credited to the customer's account upon completion of the construction and the billing for the service arrangement. ²
- b. Charges may be quoted based on the material used and labor required that the Utility may provide in connection with the outside plant and central office facilities to provide the arrangement requested.

¹ Include Income Tax Component as listed in Rule No. 2 in this Schedule.

² Governmental entities as defined in G.O. 96-A, Section X, are excluded from the advance payment requirements of this paragraph.

RULE NO. 29

TEMPORARY SERVICE OR SPECULATIVE PROJECTS

The Utility will furnish temporary service Or service to speculative projects under the following conditions: #

- A. The provisions of this rule are intended to afford protection to the Utility against loss of revenue from business and residence service accounts of either a temporary or an unusually financially hazardous nature and to compensate the Utility 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 utility in advance or otherwise, as the Utility may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of such service by the Utility. (D)
- C. Each applicant for service may be required to deposit with the Utility 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 Utility to collect from the customer any other or additional sum of money which may become due and payable to the Utility from the customer by reason of the service furnished or to be furnished hereunder.
- E. The applicant shall establish or reestablish credit as required by Rule No. 5.A.4. or 5.B. except that the amount of deposit prescribed in Rule No. 6.C. shall not exceed the estimated bill for the duration of service.

Includes Income Tax Component as listed in Rule No. 2 Schedule Cal. P.U.C. No. D&R (Definitions & Rules).

RULE NO. 30

LIMITATION ON CHARGES FOR SERVICE

Telephone exchange, message unit, and message toll telephone services are furnished to hotels, apartment houses, and clubs upon the condition that use of the services by guests, tenants, members, and others shall not be made subject to any charges by any hotel, apartment house, or club in addition to the telephone exchange, message unit, and message toll telephone rates and charges of the Utility, except as specifically provided for in the Tariff Schedules of the Utility.

RULE NO. 31

EMERGENCY MEASURES TAKEN PURSUANT TO A "STATE OF EXTREME EMERGENCY"

Whenever there exists a "state of extreme emergency," as now or hereafter defined in the California Disaster Act and Civil Defense Act of 1950, the Utility shall take such emergency measures as shall be ordered or directed from time to time by the California Public Utilities Commission. In the absence of such order or direction by the Commission, the Utility may take any and all such emergency measures as it may within its discretion deem necessary in the public interest for the preservation of the service and the maintenance of service to all essential users. In the event that emergency measures are initiated by the Utility in the absence of an order or direction by the Commission, the Utility shall, wherever practicable, notify the Commission in advance of the action which it proposes to take. Any action thus proposed by the Utility shall be subject to review by the Commission. Should conditions make advance notification impracticable, the Utility shall notify the Commission of the emergency action which it has taken as soon as possible thereafter.

As restoration becomes possible of any service which has been discontinued pursuant to any of the emergency measures taken in accordance with this rule, the priority of such restoration shall be determined in accordance with the Utility's Rule No. 8.

Each and every service furnished by the Utility shall be subject to this rule and the Utility shall in no event be liable for any damage resulting from measures taken pursuant to this rule except in the case of willful misconduct.

RULE NO. 32

LIST OF CONTRACTS AND DEVIATIONS

Summary lists of contracts and deviations authorized or submitted under Subsection A or B of Section X of General Order No. 96-A of the Public Utilities Commission of the State of California, covering the furnishing of service at rates or under conditions other than the rates and conditions contained in the filed tariff schedules, are on file in the Commission's offices and the Utility's principal commercial office for public inspection.

Summary lists shall be revised and submitted to the Commission semiannually.

RULE NO. 33

ALTERNATIVE SERVICE ARRANGEMENTS DURING CRITICAL SERVICE OUTAGES

- A. Whenever there exists a critical service outage in which the customer may be out of service for an extended period of time, the Utility, at its discretion, will offer to provide at no charge, alternative service, or service arrangements that will allow the customer to continue to receive calls until their regular service is restored. The customer will be responsible for the payment of applicable usage charges associated with the alternative service or service arrangement.
- B. Alternative service or service arrangements will only be offered in the following situations:
- life threatening situations, such as natural gas leaks, fires and floods
 - when the service outage is caused by the Utility
 - cable damage
 - when the Utility provides a repair commitment that is longer than normal and the additional time will have an adverse affect on customers.
- C. The alternative service or service arrangement will be provided to the customer at no charge for a period to be determined by the circumstances.
- D. If the customer currently subscribes to the alternative service or service arrangement being offered, it will continue to be provided at current charge to the customer.

RULE NO. 34

FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

A. REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

1. In Areas Affected by general Public Interest.

The Utility will, at the expense of the requesting entity, replace its existing aerial facilities with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory, to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility, provided that: (C)

a. The governing body of the city or county in which such facilities are located has

(1) Determined, after consultation with the Utility and after holding public hearings on the subject, that undergrounding is in the general public interest in a specified area for one or more of the following reasons:

- (a) Such undergrounding will avoid or eliminate an unusually heavy concentration of aerial facilities;
- (b) Said street, or road or right-of-way is in an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;
- (c) Said street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

(2) Adopted an ordinance creating an underground district in the area requiring, among other things,

- (a) That all existing and future electric and communication distribution facilities will be placed underground, and
- (b) That each property owner will provide and maintain the underground supporting structure needed on his property to furnish service to him from the underground facilities of the Utility when such are available. (C)
- (c) Upon request of the governing body, The Utility will install at the expense of the governing body or property owner, each customer's underground service connection facility, such as wire or cable, occasioned by the undergrounding. (T)(C)
|
(C)

(d) The Utility will replace its aerial facilities at the time and only to the extent that the overhead electric distribution facilities are replaced. (T)(L)
(L)

(L) Material relocated from Sheet No. 94. (N)

RULE NO. 34

FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES - Continued

A. REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES - Continued (T)

(L)

(L)

2. At the Request of Governmental Agencies or Groups of Applicants

In circumstances other than those covered by 1. above, the Utility will replace its aerial facilities located in a specified area with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility upon request by a responsible party representing a governmental agency or group of applicants where all of the following conditions are met:

- a. All property owners served by the aerial facilities to be replaced within a specific area designated by the governmental agency or group of applicants first agree in writing, or are required by suitable legislation, to pay the cost or to provide and to transfer ownership to the Utility, of the underground supporting structure along the public way and other utility rights-of-way in the area, and
- b. All property owners in the area are required by ordinance or other legislation, or all agree in writing, to provide and maintain the underground supporting structure on their property, and
- c. The area to be undergrounded includes both sides of a street for at least one block, and
- d. Arrangements are made for the concurrent removal of all electric and communication aerial distribution facilities in the area.

3. At the Request of Individual Applicants

In circumstances other than those covered by 1. or 2. above, where mutually agreed upon by the Utility and an applicant, aerial facilities may be replaced with underground facilities, provided the applicant requesting the change pays, in advance, a nonrefundable sum equal to the estimated cost of construction less the estimated net salvage value of the replaced aerial facilities.

4. At Utility Initiative

The utility may, from time to time, replace sections of its aerial facilities with underground facilities at Utility expense for structural design considerations or its operating convenience.

(L) Material relocated to Sheet No. 93.

(N)

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES

A. PROVISION OF FACILITIES

1. The Utility will permit customer-provided facilities to be connected to the Utility's exchange facilities subject to the conditions set forth in this Rule, and in accordance with the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.
2. Direct electrical connections of customer-provided facilities to the Utility's exchange facilities shall be by means of a standard network device provided by the Utility for attested equipment as set forth in Paragraph C, or for certified equipment, as set forth in Paragraph D. All other direct electrical connections are considered unauthorized attachments.
3. Acoustic or inductive connections of customer-provided facilities to the Utility's exchange facilities may be made externally to a Utility network control signaling unit.
4. Satisfactory performance of the exchange and message toll network requires continuing functional compatibility of the network control signals and the central office equipment involved. To assure such continuing compatibility network control signaling in the furnishing of exchange and message toll service shall be performed by equipment provided by the Utility, except as otherwise provided in the tariff schedules.
5. Lines may be extended off the premises on which a customer-provided primary station and/or communications system is located to other premises located within the same exchange at the rates and conditions set forth in Special Access Schedule Cal. P.U.C. No. C-1, or in a contiguous exchange at the rates and conditions set forth in the Product Guide. These rates and conditions are equally applicable to primary station service and private branch exchange service as provided by the Utility. (T)

Line extended off the premises on which the customer-provided equipment is located and terminated in a noncontiguous exchange and/or lines between customer-provided intercommunicating systems will be provided under the appropriate rates and conditions set forth in the applicable Special Access Schedule, Cal. P.U.C. No. C-1. (T)
6. Customers may connect an FCC registered pay telephone set to a line connected for individual business line service. The telephone set must be registered in compliance with Part 68 of FCC Rules and Regulations or connected behind a FCC registered coupler.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

- C. Connection of customer-provided terminal equipment attested by a manufacturer or supplier.
1. Customer-provided terminal equipment, listed in 2. following, may be connected to facilities furnished by the Utility for exchange and message toll service in accordance with provisions of a. through d. following.
 - a. The connection shall be made through a standard network device provided by the Utility.
 - b. If an identification number as listed in 2. following, is not clearly shown, all inquiries of the customer, manufacturer or supplier shall be directed to:

Engineering Manager - Equipment
Frontier Communications of the Southwest Inc.
P.O. Box 340
Elk Grove, CA 95759
 - c. Terminal equipment is considered attested when all of the following conditions (1) through (7) are met.
 - (1) Can not be connected to a source of electrical power, which is external to the Utility's network.
 - (2) Can not be grounded.
 - (3) Will not perform any network control signaling functions prior to and including the establishment of the intended transmission path.
 - (4) Will not have amplification in the transmission path (other than single ended terminal devices with the maximum gain limited so that the output power meets the minimum network protection criteria set forth in D. 2. a.).
 - (5) Will not use wiring external to such equipment that is permanently affixed at the site of installation other than portable connections compatible with the interface terminations provided by the Utility.
 - (6) An identification number as listed in 2. following, must be clearly shown on the equipment prior to its use.
 - (7) Must comply with the minimum network protection criteria set forth for direct electrical connections of customer-provided voice terminal equipment in D. 2. a.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

C. 1. c. - Continued

2. Terminal equipment - type

<u>TYPE</u>	<u>EQUIPMENT TRADE NAME</u>	<u>IDENTIFICATION NUMBER</u>	
a. Headsets	<u>PLANTRONICS</u>		
	Model Number		
	HS-0108	101 ATH	
	HS-0109	101 ATH	
	HS-0110, Starset	101 ATH	
	MS 50/T55	102 ATH	
	MS 50/T61	102 ATH	
	VIS 50/T51	102 ATH	
	<u>ROANWELL</u>		
	Model Number		
	R61A, R61B	201 ATH	
R70A, R70B	202 ATE		
R71A, R71B	203 ATH		
<u>NORTHERN ELECTRIC</u>			
Model Number			
QSR2E Venture 1	301 ATH		

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

C. 2. - Continued

<u>TYPE</u>	<u>EQUIPMENT TRADE NAME</u>	<u>IDENTIFICATION NAME</u>
b. Nonpowered Conferencing Equipment	<u>DELCON</u> Model Number Teracom 207 B	101 JTC
	<u>NATIONAL TELEPHONE AND ELECTRONICS</u> Model Number 500 W	201 JTC
	<u>EXECUTIVE COMMUNICATION CORPORATION</u> Model Number Miniswitchboard 5096	301 JTC
	<u>DASA</u> Model Number Telinex 2	401 JTC

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. CONNECTION OF CERTIFIED CUSTOMER-PROVIDED EQUIPMENT

1. Certified customer-provided equipment may be connected to facilities furnished by the Utility for exchange and message toll service in accordance with provisions of a. through g. and D.2. following.
 - a. The certified equipment must have a serial number assigned by the manufacturer, permanently affixed to the equipment by means of an identification plate. A label showing the registration number, issued by the Public Utility's Commission of the State of California, shall be permanently attached to the equipment prior to its use. The label must be placed together with the equipment identification plate or be made part of it. The wording on the label should be as follows:

California Public Utilities Commission
Equipment Authorized for Direct
Connection To Telephone Network
Registration Number XXX

(T)
 - b. If a registration number is not clearly shown all inquires of the customer, manufacturer or supplier shall be directed to:

Engineering Manager - Equipment
Frontier Communications of the Southwest Inc.
P.O. Box 340
Elk Grove, CA 95759
 - c. The connection shall be made through a standard network device provided by the Utility.
 - d. Certified customer-provided equipment and the connection of such equipment must comply with the "Rules for the Connection of Customer-Provided Equipment to Public Utility Telephone Company Systems" set forth in General Order No. 138 of the Public Utilities Commission of the State of California.
 - e. Certified customer-provided equipment designed to perform network signaling functions must comply with the technical standards in Paragraph 2. following, applicable to dial pulsing characteristics, as well as technical standards set forth in General Order No. 138 of the Public Utilities Commission of the State of California.
 - f. Customer-provided equipment which does not comply with the technical standards and procedures set forth by the Utility and in General Order No. 138 of the Public Utilities Commission of the State of California although previously certified, may not be used with services of the Utility except in accordance with the provisions set forth in D. preceding, or in accordance with the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. - Continued

2. Technical standards for dial pulsing characteristics applicable only to Class 1 - station auxiliary equipment and Class 2 - multiline station auxiliary equipment connected to the Utility's exchange facilities.

- a. Dial Pulsing Characteristics

- (1) Digit and Letter Codes

A dialed address digit must consist of a number of pulses (interruption or breaks in line current) numerically equal to the value of the digit dialed between 1 and 9, and equal to 10 pulses when the digit 0 is dialed. The number of pulses for dialed letter codes must correspond to those given in Table.2 below.

TABLE 2

<u>SYMBOL</u>	<u>LETTERS</u>	<u>NUMBER OF PULSES</u>
1		1
2	ABC	2
3	DEF	3
4	GHI	4
5	JKL	5
6	MNO	6
7	PRS	7
8	TUV	8
9	WXY	9
0	OPERATOR or OPER	10

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. 2. a. – Continued

(2) Allowable Speed

Dial pulses must have a repetition rate falling in the range of 8 to 11 pulses per second and be uniform in speed. For the purpose of the speed uniformity requirement, a dial pulse is defined as the sum of a break interval plus the succeeding make interval, except for the last pulse of a train of pulses. The last pulse shall be defined as the sum of the last break interval plus the preceding make interval. The speed uniformity is met if the time duration of each dial pulse falls within 91 to 125 milliseconds.

(3) Allowable Percent Break

The pulses must be generated in a uniform train by breaking and making the line current with a 58 to 64 percent break. For the first pulse and the intermediate pulses of a train of pulses, the percent break uniformity requirement is set if the quotient resulting from the division of each break interval by the sum of the break plus the succeeding make interval falls within 58 to 64 percent. For the last pulse in the train the quotient resulting from the division of the break interval by the sum of the break plus the preceding make interval must fall within 58 to 64 percent. For a single pulse, the break interval must fall within 53 to 78 milliseconds.

(4) Interdigital Time

(a) Customer Dialed

1.1 When the customer is manually dialing, the interdigital time is a function of his action, however, it cannot be less than 600 milliseconds.

(b) Sender or Automatic dialing

1.1 During the dialing functions, the time between the end of the last pulse of a given digit and the first pulse of the succeeding digit shall be greater than 600 milliseconds and less than three seconds; preferably between 650 and 700 milliseconds.

1.2 In some equipment arrangements, interdigital time must extend until a progress tone (dial tone or high tone) is present. In this case, senders or dialers must have the ability to recognize the tone as a signal to proceed or provide a stop send until a manual command is given by the person in control who must be able to hear the progress tone.

(5) Chatter and Split Pulses

Pulsing contact chatter shall not exceed 3 milliseconds. Pulsing contact chatter is a rapid interruption of look current, which occurs when the movable contact of the pulsing relay bounces during the closure at the start of each make interval.

Split pulses must not occur during pulsing. A split pulse is caused by any reclosure of the loop during a break interval, usually after the first 3 milliseconds.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. 2. a. - Continued

(6) Pulsing Pair Impedance

(a) Nonpulsing State Off-Hook

The dialing circuit pulsing impedance (contacts or equivalent circuitry, plus connecting leads) shall be resistive and less than 1 ohm, over the current range 7 to 200 milliampere DC. The dialing circuit shall be capable of carrying a continuous current of 200 milliampere DC and a surge of 330 milliampere for 1 second.

It should be noted that for an automatic dialer the nonpulsing state includes the condition when the local power to the automatic dialer has been removed or interrupted.

(b) Pulsing State

The pulsing circuit impedance (contacts or equivalent circuitry plus connecting leads) shall be resistive and less than 1 ohm during the make periods, and have an impedance satisfying the condition $Z > 150$ kilohm for $0 < f < 5$ hertz; $Z > 750/f$ kilohm for $5 < f < 3,400$ hertz where f denotes the frequency in hertz, during the break period.

(7) Muting Pairs

During the nonmuting state, the magnitude of the impedance between leads of each sting pair shall satisfy the condition $Z > 2,000$ kilohm for $10 < f < 200$ hertz; $Z > 2 \times 10^5 / f^{0.85}$ kilohm for $200 < f < 3,400$ hertz. The muting contacts shall return to the nonmuting state in less than 2 seconds after pulsing is completed or stopped for a dialing pause.

Muting of the receiver and/or loudspeaker during the dialing interval is a feature which shall be performed by the dialer. Effective muting will be achieved if the muting contacts close less than a 1 ohm impedance across the interface approximately 10 milliseconds before pulsing, remain continuously closed throughout pulsing and for a minimum of 15 milliseconds after pulsing is completed.

In the automatic dialing mode it should be noted that the nonmuting state includes the condition when local power to the dialer has been removed or interrupted.

(8) Spurious Opens

Short interruptions (spurious opens) in loop current not associated with the make-to-break dial pulse transitions shall be limited to not more than 1 millisecond. The spurious interruptions shall be separated by at least 100 milliseconds and must not occur in the period starting 100 milliseconds before the first make-to-break transition and ending 100 milliseconds after the last break-to-make transition of any dial pulse train.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. 2. - Continued

b. Tone Address Signaling

(1) Assigned Frequency Pairs

The frequency pairs assigned for the signaling shall be as follows:

<u>Low Group</u>	<u>High Group</u>				<u>Hertz</u>
	1209	1336	1477	1633	
697 Hz	1	2	3	--	
770 Hz	5	5	6	--	
852 Hz	7	8	9	--	
941 Hz	*	0	#	--	

Frequency pairs not assigned to a character are indicated by dashes.

(a) The standard signal power level with reference to the signal power at 697 Hertz shall be as follows:

<u>Tone Frequency</u>	<u>Relative Power</u>
(Hertz)	(decibel)
697	0
770	+0.5
852	+0.7
941	+1.0
1209	+2.8
1336	+2.9
1477	+3.0
1633	+3.1

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. 2. b. - Continued

(2) Frequency Deviation

Frequency deviation shall not exceed ± 1.5 percent of the nominal values shown in 2.1.

(3) Extraneous Frequency Components

The total power of all extraneous frequencies accompanying the signal shall be at least 20 dB below the signal power in the voice band above 500 Hertz.

(4) Voice Suppression

Voice energy from the telephone transmitter or other source should be suppressed at least 45 dB during tone signal transmission. In the case of the automatic dialing, the suppression shall be maintained continuously until pulsing is completed.

(5) Rise Time

Each of the two frequencies of the composite signal shall attain at least 90 percent of full amplitude within 5 milliseconds and preferably within 3 milliseconds for automatically keyed signals, from the time that the first frequency begins.

(6) Pulsing Rate

Pulsing rates shall be as follows:

Minimum duration of composite tone signal:	50 millisecond
Minimum interdigital time:	45 millisecond
Minimum cycle time (period):	100 millisecond

(7) Tone Leak

The power of the tone leak, measured across a 600 ohm resistor bridging the tip and ring conductors at the interface must be less than -55 dBm during all periods when the tone is off.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

D. 2. b. - Continued

(8) Transient Voltage

Peak transient voltages generated during tone signaling shall not be greater than 12 dB above the zero-to-peak voltage of the composite signal waveform as measured across a 600 ohm resistor bridging tip and ring conductors at the interface.

(7) Composite Waveform

The signal power of each tone in the composite waveform shall be in the range of 0 to 2 dBm across a 600 ohm resistive load at the interface, with a maximum allowable difference in levels between tones of 4 dB. The level of the high frequency signal must always be greater than or equal to the level of the low frequency signal.

c. Impedance

(1) On-Hook Impedance

- (a) The customer-provided equipment must have an on-hook AC impedance between tip and ring terminals greater than 5000 ohms between 10 Hz and 300 Hz and greater than 20 kilohms between 300 Hz and 3400 Hz. The impedance from tip or ring to ground shall be greater than 50 kilohms within the frequency range of 10 Hz to 3400 Hz.
- (b) Customer-provided equipment when bridged with one station set shall have a minimum direct current resistance from tip and ring to ground of 20 megohms when measured with a 200 volt direct current limited test circuit of either polarity.
- (c) During the on-hook condition, the application of ringing signals shall not cause an answering device to draw more than 15 milliamperes of current prior to line seizure.

(2) Off-Hook Impedance

- (a) The magnitude of the off-hook impedance between the tip and ring terminals of customer-provided equipment shall be greater than 400 ohms over the frequency range between 250 to 3400 Hz.
- (b) The off-hook direct current resistance from tip or ring to ground shall be greater than 10 kilohms.
- (c) The impedance of the customer-provided equipment shall be designed for optimum voice signal power transfer.
- (d) The off-hook direct current resistance from tip to ring at the interface must not exceed 300 ohms including the instrument, if applicable.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

E. OPERATING CHARACTERISTICS OF CUSTOMER-PROVIDED FACILITIES

1. Where services set forth in the tariff schedules of the Utility are available for use in connection with customer-provided facilities, the operating characteristics of such facilities shall be such as to not interfere with any of the services offered by the Utility. Such use is subject to the further provisions that the customer-provided facilities do not endanger the safety of the Utility employees or the public; damage, require change in or alteration of the facilities of the Utility; interfere with the proper functioning of such facilities; impair the operation of the exchange and toll network or facilities or otherwise injure the public in its use of the Utility's services, except as set forth in "Rules for Connection of Customer-Provided Equipment to Public Utility Telephone Company Systems" General Order No. 138 of the Public Utilities Commission of the State of California, or in accordance with the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations. Upon notice from the Utility that the customer-provided facilities are causing or are likely to cause such hazard or interference, the customer shall be responsible for the payment of all billed charges for visits (See the Product Guide Section 3, Visit Charge) by the Utility to the customer's premises where a service difficulty initiated by a trouble-report or by any other means, is caused in whole or in part by customer-provided facilities.
2. To protect the Utility's facilities and the services furnished to the general public by the Utility from harmful effects, the signals applied to the Utility's facilities by customer-provided facilities must comply with the following minimum protection criteria:
 - a. Where the customer-provided facilities are electrically connected to the Utility's exchange facilities, to prevent excessive noise and crosstalk in the network, it is necessary that the maximum power of the signal at the central office is 12 dB below 1 milliwatt when averaged over any 3 second interval. To permit each customer, independent of distance from the central office, to supply signal power which approximates the 12 dB below 1 milliwatt limit at the central office, the power of the signal which may be applied by the customer-provided facilities to the "Connecting Arrangement" provided by the Utility located on the customer's premises will be specified for each customer's location for data equipment and for each type of connecting arrangement for voice equipment, but in no case shall it exceed 1 milliwatt.
 - b. Where the customer-provided facilities are acoustically or inductively connected externally to the Utility's network control signaling unit, to prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal which is applied by the customer-provided facilities to the network controlled signaling unit located on the customer's premises be limited so that the signal power at the output of the network controlled signaling unit (i.e., at the input to the Utility line) is a maximum of 9 dB below 1 milliwatt when averaged over any 3 second interval, except as covered below. The maximum 9 dB limit covered above does not apply when a customer using data transmitting and receiving equipment requests the Utility to specify the signal power at the output of the network controlled signaling unit. In this case, the signal power at the output of the network controlled signaling unit shall be limited to a maximum of 12 dB below 1 milliwatt when averaged over any 3 second interval at the central office, but in no case shall it exceed 1 milliwatt. The applicable charge for this service is equivalent to the visit charge shown in the Product Guide Section 3, and applies to each exchange line requiring such measurement.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

E. 2. - Continued

- c. To protect other services, it is necessary that the signal which is applied by the customer-provided facilities to the Utility facilities located on the customer's premises meet the following limits:
- (1) The power in the band from 3995 Hertz to 4005 Hertz shall be at least 18 dB below the power of the signal as specified in a. above.
 - (2) The power in the band from 4000 Hertz to 10,000 Hertz shall be limited to a maximum 16 dB below 1 milliwatt.
 - (3) The power in the band from 10,000 Hertz to 25,000 Hertz shall be limited to a maximum of 24 dB below 1 milliwatt.
 - (4) The power in the band from 25,000 Hertz to 40,000 Hertz shall be limited to a maximum 36 dB below 1 milliwatt.
 - (5) The power in the band above 40,000 Hertz shall be limited to a maximum 50 dB below 1 milliwatt.
- d. Where there is electrical, acoustical or inductive connection to the exchange and toll network, to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer-provided facilities to the "Connecting Arrangement" or the network control signaling unit provided by the Utility located on the customer's premises at no time have energy solely in the 2450 or 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 band.

F. VIOLATION OF REGULATIONS

Except as set forth in "Rules for Connection of Customer-Provided Equipment to Public Utility Telephone Company Systems" General Order No. 138 of the Public Utilities Commission of the State of California or in the provisions of Part 68 of the Federal Communication Commission's Rules and Regulations, where any customer-provided facilities are used in violation of any of the provisions of this Rule, the Utility will take such immediate action as necessary for the protection of its facilities, including if necessary disconnection of service, and will promptly notify the customer of the violation. The customer shall discontinue such use of the facilities or correct the violation. Failure of the customer to discontinue such use or to correct the violation shall result in suspension of the customer's service until such time as the customer complies with provisions of this Rule.

G. REQUIREMENT FOR COMMERCIAL POWER

Certain services provided by the Utility for the connection of customer-provided facilities may require the use of commercial power. Where commercial power is required, the customer will supply the required power at his expense.

RULE NO. 35

CUSTOMER-PROVIDED FACILITIES CONNECTED TO UTILITY EXCHANGE FACILITIES - Continued

H. RESPONSIBILITY OF THE UTILITY

1. The Utility shall not be responsible for the installation, operation or maintenance of any customer-provided facilities. The facilities of the Utility are not represented as adapted to the use of customer-provided facilities, and where such facilities are connected to the Utility's facilities the responsibility of the Utility shall be limited to the furnishing of facilities suitable for exchange and message toll service or private line service and to the maintenance and operation of such facilities in a manner proper for the service furnished; subject to this responsibility the Utility shall not be responsible for (1) the through transmission of signals generated by the customer-provided facilities or for the quality of, or defects in, such transmission, or (2) the reception of signals by the customer-provided facilities.
2. The Utility shall not be responsible to the customer or otherwise if changes in the criteria contained in the tariffs or if any of the facilities, operations or procedures of the Utility render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect their use or performance, except as provided in Paragraph 3.9 of General order No. 138 of the Public Utilities Commission of the State of California, or in accordance with the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

I. LIABILITY AND ALLOWANCES

For liability and allowance for interruptions of service see Rule No. 22.

J. INDEMNIFICATION

The customer indemnifies the Utility against and holds the Utility harmless from any and all losses, claims, demands, causes of action, damages, costs of liability, in law or in equity, of every kind and nature whatsoever including, without limiting the generality of the foregoing losses, claims, demands, causes of action, damages, costs of liability for:

1. libel, slander, fraudulent or misleading advertising, invasion of rights of privacy, or
2. infringement of copyright arising from the improper use of material transmitted, or recorded, or
3. infringements of patents arising directly or indirectly from any act or omission of the customer or any third party while using or attesting to use equipment provided by the Utility or customer equipment when combined or connected with the facilities of the Utility.

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES

A. Option II*

The Extended Payment Plan is an optional method of payment of nonresidential nonrecurring and/or Service (one-time) Charges for Utility services. (T)

A customer may elect to pay the applicable one-time charges associated with a given installation over an extended period provided (1), other tariff rules notwithstanding, the customer's credit is satisfactory to the Utility, (2) the extended payment option is exercised prior to the installation of service, and (3) the one-time charge is not the single payment option of a two-tier payment plan.

At the discretion of the Utility, the customer may be required to provide a performance bond or to sign a payment guarantee.

An initial payment of not less than ten percent (10%) of the one-time charges is required prior to installation. Monthly payments, computed by applying the appropriate monthly annuity-factor for the period selected to the balance (after deducting the initial payment) of the one-time charges will be billed in addition to the monthly rates for the service. The monthly annuity factors, which are provided in the tables included within this Rule, have been developed by using the following equation:

$$\text{ANNUITY OF A PRESENT WORTH FACTOR (A/P)} = \frac{i/12 (1+i/12)^n}{(1+i/12)^n - 1}$$

WHERE: i = Annual Effective Rate which will equal the
Predominant prime lending rate plus one
percent, but never less than ten percent.
n = Number of Months
A = An Annuity
P = Present Amount

That annuity factor will remain effective for that customer over the term of his agreement with the Utility.

* This option applies to customers who requested extending payments of nonrecurring charges and/or Service Charges on or after December 1, 1980. (T)

The minimum monthly payment which will be accepted or the maximum length of the payment period, not to exceed 60 months, will be established by the Utility prior to installation of service.

Subsequent additions of items of Utility service having nonrecurring and/or Service (one-time) Charges may, under terms and conditions of this Rule, be paid as provided herein. Such subsequent additions will be considered entirely separate and will be administered separately from any Prior agreement. (T)

In the event service is discontinued prior to payment of all amounts due under the provisions of the extended payment plan, the outstanding balance will become due and payable in full upon demand of the Utility.

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES – Continued

Annual Rates and Corresponding Monthly Factors

ANNUAL RATE	FACTOR (3 MOS.)	FACTOR (6 MOS.)	FACTOR (12 MOS.)	FACTOR (24 MOS.)	FACTOR (36 MOS.)	FACTOR (48 MOS.)	FACTOR (60 MOS.)
10.000	0.338904	0.171561	0.087916	0.046145	0.032267	0.025363	0.021247
10.125	0.338974	0.171623	0.087974	0.046203	0.032326	0.025423	0.021309
10.250	0.339044	0.171684	0.088032	0.046260	0.032385	0.025483	0.021370
10.375	0.339114	0.171746	0.088090	0.046318	0.032444	0.025543	0.021432
10.500	0.339183	0.171808	0.088149	0.046376	0.032502	0.025603	0.021494
10.625	0.339253	0.171870	0.088207	0.046434	0.032561	0.025664	0.021556
10.750	0.339723	0.171931	0.088265	0.046492	0.032620	0.025724	0.021618
10.875	0.339793	0.171993	0.088323	0.046550	0.032680	0.025785	0.021680
11.000	0.339463	0.172054	0.088382	0.046608	0.032739	0.025846	0.021742
11.125	0.339533	0.172116	0.088440	0.046666	0.032798	0.025906	0.021805
11.250	0.339603	0.172178	0.088498	0.046724	0.032857	0.025967	0.021867
11.375	0.339673	0.172240	0.088557	0.046782	0.032917	0.026028	0.021930
11.500	0.339742	0.172301	0.088615	0.046840	0.032976	0.026089	0.021993
11.625	0.339812	0.172363	0.088673	0.046899	0.033035	0.026150	0.022055
11.750	0.339882	0.172425	0.088732	0.046957	0.033095	0.026211	0.022118
11.875	0.339952	0.172487	0.088790	0.047015	0.033155	0.026273	0.022181
12.000	0.340022	0.172548	0.088849	0.047073	0.033214	0.026334	0.022244
12.125	0.340092	0.172610	0.088907	0.047132	0.033274	0.026395	0.022308
12.250	0.340162	0.172672	0.088966	0.047190	0.033334	0.026457	0.022371
12.375	0.340232	0.172734	0.089024	0.047249	0.033394	0.026518	0.022434
12.500	0.340302	0.172795	0.089083	0.047307	0.033454	0.026580	0.022498
12.625	0.340372	0.172857	0.089141	0.047366	0.033514	0.026642	0.022562
12.750	0.340441	0.172919	0.089200	0.047424	0.033574	0.026704	0.022625
12.875	0.340512	0.172981	0.089259	0.047483	0.033634	0.026766	0.022689
13.000	0.340581	0.173043	0.089317	0.047542	0.033694	0.026827	0.022753
13.125	0.340652	0.173105	0.089376	0.047601	0.033754	0.026890	0.022817
13.250	0.340721	0.173167	0.089435	0.047659	0.033814	0.026952	0.022881
13.375	0.340791	0.173229	0.089493	0.047718	0.033875	0.027014	0.022946
13.500	0.340861	0.173290	0.089552	0.047777	0.033935	0.027076	0.023010
13.625	0.340931	0.173352	0.089611	0.047836	0.033996	0.027139	0.023074
13.750	0.341001	0.173414	0.089670	0.047895	0.034056	0.027201	0.023139

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES – Continued

Annual Rates and Corresponding Monthly Factors

Annual Rate	Factor (36 Months)	Factor (48 Months)	Factor (60 Months)
10.000	0.032267	0.025363	0.021247
10.125	0.032326	0.025423	0.021309
10.250	0.032385	0.025483	0.021370
10.375	0.032444	0.025543	0.021432
10.500	0.032502	0.025603	0.021494
10.625	0.032561	0.025664	0.021556
10.750	0.032620	0.025724	0.021618
10.875	0.032680	0.025785	0.021680
11.000	0.032739	0.025846	0.021742
11.125	0.032798	0.025906	0.021805
11.250	0.032857	0.025967	0.021867
11.375	0.032917	0.026028	0.021930
11.500	0.032976	0.026089	0.021993
11.625	0.032680	0.025785	0.022055
11.750	0.033095	0.026211	0.022118
11.875	0.033155	0.026273	0.022181
12.000	0.033214	0.026334	0.022244
12.125	0.033274	0.026395	0.022308
12.250	0.033334	0.026457	0.022371
12.375	0.033394	0.026518	0.022434
12.500	0.033454	0.026580	0.022498
12.625	0.033514	0.026642	0.022562
12.750	0.033574	0.026704	0.022625
12.875	0.033634	0.026766	0.022689
13.000	0.033694	0.026827	0.022753
13.125	0.033754	0.026890	0.022817
13.250	0.033814	0.026952	0.022881
13.275	0.033875	0.027014	0.022946
13.500	0.033935	0.027076	0.023010
13.625	0.033996	0.033996	0.023074
13.750	0.034056	0.027201	0.023139

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES - Continued

Annual Rates and Corresponding Monthly Factors

ANNUAL RATE	FACTOR (3 MOS.)	FACTOR (6 MOS.)	FACTOR (12 MOS.)	FACTOR (24 MOS.)	FACTOR (36 MOS.)	FACTOR (48 MOS.)	FACTOR (60 MOS.)
13.875	0.341071	0.173476	0.089728	0.047954	0.034117	0.027264	0.023204
14.000	0.341141	0.173538	0.089787	0.048013	0.034178	0.027326	0.023268
14.125	0.341211	0.173600	0.089846	0.048072	0.034238	0.027389	0.023333
14.250	0.341281	0.173662	0.089905	0.048131	0.034299	0.027452	0.023398
14.375	0.341351	0.173724	0.089964	0.048190	0.034360	0.027515	0.023463
14.500	0.341421	D.173736	0.090023	0.048249	0.034421	0.027578	0.023528
14.625	0.341491	D.173848	0.090081	0.048309	0.034482	0.027641	0.023594
14.750	0.341501	0.173910	0.090140	0.048368	0.034543	0.027704	0.023659
14.875	0.341631	0.173972	0.090199	0.048427	0.034604	0.027767	0.023724
15.000	0.341703	0.174034	0.090258	0.048487	0.034665	0.027831	0.023790
15.125	0.341771	0.174096	0.090317	0.048546	0.034727	0.027894	0.023856
15.250	0.341841	0.174158	0.090376	0.048606	0.034788	0.027958	0.023921
15.375	0.341911	0.174220	0.090435	0.048665	0.034849	0.028021	0.023987
15.500	0.341981	0.174282	0.090494	0.048725	0.034911	0.028085	0.024053
15.625	0.342051	0.174344	0.090554	0.048784	0.034972	0.028149	0.024119
15.750	0.342121	0.174406	0.090613	0.048844	0.035034	0.028212	0.024185
15.875	0.342192	0.174468	0.090672	0.048903	0.035095	0.028276	0.024252
16.000	0.342241	0.174530	0.090731	0.048963	0.035157	0.028340	0.024318
16.125	0.342332	0.174592	0.090790	0.049023	0.035219	0.028404	0.024385
16.250	0.342402	0.174654	0.090849	0.049083	0.035281	0.028468	0.024451
16.375	0.342472	0.174717	0.090908	0.049142	0.035342	0.028533	0.024518
16.500	0.342542	0.174779	0.090968	0.049202	0.035404	0.028597	0.024585
16.625	0.342612	0.174841	0.091027	0.049262	0.035466	0.028661	0.024651
16.750	0.342682	0.174903	0.091086	0.049322	0.035528	0.028726	0.024718
16.875	0.342752	0.174965	0.091145	0.049382	0.035591	0.028790	0.024785
17.000	0.342822	0.175027	0.091205	0.049442	0.035653	0.028855	0.024853
17.125	0.342892	0.175090	0.091264	0.049502	0.035715	0.028920	0.024920
17.250	0.342962	0.175152	0.091323	0.049562	0.035777	0.028985	0.024987
17.375	0.343033	0.175214	0.091383	0.049623	0.035840	0.029049	0.025055
17.500	0.343102	0.175276	0.091442	0.049683	0.035902	0.029114	0.025122

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES - Continued

Annual Rates and Corresponding Monthly Factors

Annual Rate	Factor (36 Months)	Factor (48 Months)	Factor (60 Months)
13.875	0.034117	0.027264	0.023204
14.000	0.034178	0.027326	0.023268
14.125	0.034238	0.027389	0.023333
14.250	0.034299	0.027452	0.023398
14.375	0.034360	0.027515	0.023463
14.500	0.034421	0.027578	0.023528
14.625	0.034482	0.027641	0.023594
14.750	0.034543	0.027704	0.023659
14.875	0.034604	0.027767	0.023724
15.000	0.034665	0.027831	0.023790
15.125	0.034727	0.027894	0.023856
15.250	0.034788	0.027958	0.023921
15.375	0.034849	0.028021	0.023987
15.500	0.034911	0.028085	0.024053
15.625	0.034972	0.028149	0.024119
15.750	0.035034	0.028212	0.024185
15.875	0.035095	0.028276	0.024252
16.000	0.035157	0.028340	0.024318
16.125	0.035219	0.028404	0.024385
16.250	0.035281	0.028468	0.024451
16.375	0.035342	0.028533	0.024518
16.500	0.035404	0.028597	0.024585
16.625	0.035466	0.028661	0.024651
16.750	0.035528	0.028726	0.024718
16.875	0.035591	0.028790	0.024785
17.000	0.035653	0.028855	0.024853
17.125	0.035715	0.028920	0.024920
17.250	0.035777	0.028985	0.024987
17.375	0.035840	0.029049	0.025055
17.500	0.035902	0.029114	0.025122

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES - Continued

Annual Rates and Corresponding Monthly Factors - Continued

ANNUAL RATE	FACTOR (3 MOS.)	FACTOR (6 MOS.)	FACTOR (12 MOS.)	FACTOR (24 MOS.)	FACTOR (36 MOS.)	FACTOR (48 MOS.)	FACTOR (60 MOS.)
17.625	0.343173	0.175339	0.091502	0.049743	0.035965	0.029179	0.025190
17.750	0.343243	0.175401	0.091561	0.049803	0.036027	0.029245	0.025258
17.875	0.343313	0.175463	0.091621	0.049864	0.036090	0.029310	0.025325
18.000	0.343383	0.175525	0.091680	0.049924	0.036152	0.029375	0.025393
18.125	0.343453	0.175588	0.091740	0.049985	0.036215	0.029440	0.025461
18.250	0.343523	0.175650	0.091799	0.050045	0.036278	0.029506	0.025530
18.375	0.343594	0.175712	0.091859	0.050106	0.036341	0.029571	0.025598
18.500	0.343664	0.175774	0.091918	0.050166	0.036404	0.029637	0.025666
18.625	0.343734	0.175837	0.091978	0.050227	0.036467	0.029703	0.025735
18.750	0.343804	0.175899	0.092037	0.050287	0.036530	0.029768	0.025803
18.875	0.343874	0.175961	0.092097	0.050348	0.036593	0.029834	0.025872
19.000	0.343944	0.176024	0.092157	0.050409	0.036656	0.029900	0.025941
19.125	0.344014	0.176086	0.092216	0.050469	0.036719	0.029966	0.026009
19.250	0.344085	0.176148	0.092276	0.050530	0.036783	0.030032	0.026078
19.375	0.344155	0.176211	0.092336	0.050591	0.036846	0.030098	0.026147
19.500	0.344225	0.176273	0.092395	0.050652	0.036909	0.030165	0.026216
19.625	0.344295	0.176335	0.092455	0.050713	0.036973	0.030231	0.026286
19.750	0.344365	0.176398	0.092515	0.050774	0.037036	0.030297	0.026355
19.875	0.344435	0.176460	0.092575	0.050835	0.037100	0.030364	0.026424
20.000	0.344506	0.176523	0.092635	0.050896	0.037164	0.030430	0.026494
20.125	0.344576	0.176585	0.092694	0.050957	0.037227	0.030497	0.026563
20.250	0.344646	0.176648	0.092754	0.051018	0.037291	0.030564	0.026633
20.375	0.344716	0.176710	0.092814	0.051079	0.037355	0.030631	0.026703
20.500	0.344787	0.176773	0.092874	0.051140	0.037419	0.030697	0.026773
20.625	0.344857	0.176835	0.092934	0.051202	0.037483	0.030764	0.026843
20.750	0.344927	0.176898	0.092994	0.051263	0.037547	0.030831	0.026913
20.875	0.344997	0.176960	0.093054	0.051324	0.037611	0.030898	0.026983
21.000	0.345067	0.177023	0.093114	0.051386	0.037675	0.030966	0.027053
21.125	0.345138	0.177085	0.093174	0.051447	0.037739	0.031033	0.027124
21.250	0.345208	0.177148	0.093234	0.051509	0.037804	0.031100	0.027194
21.375	0.345278	0.177210	0.093294	0.051570	0.037868	0.031168	0.027265

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES - Continued

Annual Rates and Corresponding Monthly Factors

Annual Rate	Factor (36 Months)	Factor (48 Months)	Factor (60 Months)
17.625	0.035965	0.029179	0.025190
17.750	0.036027	0.029245	0.025258
17.875	0.036090	0.029310	0.025325
18.000	0.036152	0.029375	0.025393
18.125	0.036215	0.029440	0.025461
18.250	0.036278	0.029506	0.025530
18.375	0.036341	0.029571	0.025598
18.500	0.036404	0.029637	0.025666
18.625	0.036467	0.029703	0.025735
18.750	0.036530	0.029768	0.025803
18.875	0.036593	0.029834	0.025872
19.000	0.036656	0.029900	0.025941
19.125	0.036719	0.029966	0.026009
19.250	0.036783	0.030032	0.026078
19.375	0.036846	0.030098	0.026147
19.500	0.036909	0.030165	0.026216
19.625	0.036973	0.030231	0.026286
19.750	0.037036	0.030297	0.026355
19.875	0.037100	0.030364	0.026424
20.000	0.037164	0.030430	0.026494
20.125	0.037227	0.030497	0.026563
20.250	0.037291	0.030564	0.026633
20.375	0.037355	0.030631	0.026703
20.500	0.037419	0.030697	0.026773
20.625	0.037483	0.030764	0.026843
20.750	0.037547	0.030831	0.026913
20.875	0.037611	0.030898	0.026983
21.000	0.037675	0.030966	0.027053
21.125	0.037739	0.031033	0.027124
21.250	0.037804	0.031100	0.027194
21.375	0.037868	0.031168	0.027265

RULE NO. 36

EXTENDED PAYMENT OF ONE-TIME CHARGES FOR BUSINESS SERVICES - Continued

Annual Rates and Corresponding Monthly Factors - Continued

ANNUAL RATE	FACTOR (3 MOS.)	FACTOR (6 MOS.)	FACTOR (12 MOS.)	FACTOR (24 MOS.)	FACTOR (36 MOS.)	FACTOR (48 MOS.)	FACTOR (60 MOS.)
21.500	0.345349	0.177273	0.093354	0.051632	0.037932	0.031235	0.027335
21.625	0.345419	0.177335	0.093414	0.051693	0.037997	0.031303	0.027406
21.750	0.345489	0.177398	0.093474	0.051755	0.038061	0.031371	0.027477
21.875	0.345559	0.177460	0.093534	0.051816	0.038126	0.031438	0.027548
22.000	0.345630	0.177523	0.093594	0.051878	0.038190	0.031506	0.027619
22.125	0.345700	0.177586	0.093655	0.051940	0.038255	0.031574	0.027690
22.250	0.345770	0.177648	0.093715	0.052002	0.038320	0.031642	0.027761
22.375	0.345840	0.177711	0.093775	0.052064	0.038385	0.031710	0.027833
22.500	0.345911	0.177773	0.093835	0.052125	0.038450	0.031778	0.027904
22.625	0.345981	0.177836	0.093895	0.052187	0.038515	0.031846	0.027975
22.750	0.346051	0.177899	0.093956	0.052249	0.038580	0.031915	0.028047
22.875	0.346122	0.177961	0.094016	0.052311	0.038645	0.031983	0.028119
23.000	0.346192	0.178024	0.094076	0.052373	0.038710	0.032051	0.028190
23.125	0.346262	0.178087	0.094137	0.052435	0.038775	0.032120	0.028262
23.250	0.346333	0.178149	0.094197	0.052498	0.038840	0.032189	0.028334
23.375	0.346403	0.178212	0.094257	0.052560	0.038905	0.032257	0.028406
23.500	0.346473	0.178275	0.094318	0.052622	0.038971	0.032326	0.028478
23.625	0.346544	0.178338	0.094378	0.052684	0.039036	0.032395	0.028551
23.750	0.346614	0.178400	0.094439	0.052746	0.039102	0.032464	0.028623
23.875	0.346684	0.178463	0.094499	0.052809	0.039167	0.032533	0.028695
24.000	0.346755	0.178528	0.094560	0.052871	0.039233	0.032602	0.028768
24.125	0.346825	0.178589	0.094620	0.052934	0.039299	0.032671	0.028841
24.250	0.346895	0.178651	0.094681	0.052996	0.039364	0.032740	0.028913
24.375	0.346966	0.178714	0.094741	0.053058	0.039430	0.032809	0.028986
24.500	0.347036	0.178787	0.094802	0.053121	0.039496	0.032879	0.029059
24.625	0.347106	0.178840	0.094862	0.053184	0.039562	0.032948	0.029132
24.750	0.347177	0.178903	0.094923	0.053246	0.039628	0.033018	0.029205
24.875	0.347247	0.178965	0.094984	0.053309	0.039694	0.033087	0.029278
25.000	0.347318	0.179028	0.095044	0.053372	0.039760	0.033157	0.029351

RULE NO. 37

CONNECTION AND USE OF AUTOMATIC DIALING.ANNOUNCING DEVICES

1. An Automatic Dialing-Announcing Device (ADAD) is any automatic terminal equipment which incorporates the following features:
 - a. (1) Storage capability of numbers to be called; or
 - (2) A random or sequential number generator that produces numbers to be called; and
 - (3) An ability to dial a call; and
 - b. Has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.
2. An ADAD may not be operated while connected to the telephone network, except under the following condition:
 - a. An ADAD may be used pursuant to a prior agreement from the called party that (s)he desires to receive such telephone communication; or
 - b. An ADAD may be used if the recorded message is preceded by an announcement made by a human operator who:
 - (1) States the nature and length in minutes of the recorded message; and
 - (2) Identifies the individual, business, group, or organization calling; and
 - (3) Asks the called party whether (s)he is willing to listen to the recorded message; and
 - (4) Disconnects from the called party's line if the called party is unwilling to listen to the recorded message.
 - c. An ADAD is not subject to the terms and conditions identified in this rule if it is not used to randomly or sequentially dial telephone numbers and is used to solely transmit a message to an established business associate, customer, or other person having an established relationship with the person using the ADAD to transmit the message, or to any call generated at the request of the recipient.
3.
 - a. Before an ADAD may be operated while connected to the telephone network, the potential user of such device shall notify the telephone utility in writing of the intended use of the ADAD equipment. The written notice shall contain a statement of the calendar days and clock hours during which the ADAD(s) will be used and include an estimate of the expected traffic volume in terms of message attempts per hour and average length of completed message.
 - b. The telephone utility shall review the statement of intended use of ADAD equipment to determine whether there is a reasonable probability that use of the equipment will cause overload of the utility's facilities. If the utility finds that a reasonable probability exists that the ADAD operation will overload its network, the utility may refuse to provide connections for the ADAD(s) or provide them subject to conditions necessary to prevent an overload. If, after service has been established, it is determined that the volume of calling originated by the ADAD is degrading the service furnished to others below the standard level set forth in General Order No. 133 of the California Public Utilities Commission, the utility may discontinue the service after five days' notice to the customer. If use of the ADAD creates a call blockage in a telephone company switching office, the utility may disconnect the service with no prior notice.

RULE NO. 37

CONNECTION AND USE OF AUTOMATIC DIALING-ANNOUNCING DEVICES - Continued

3. - Continued

- c. The telephone customer who used ADAD equipment shall notify the utility in writing within 30 days of any changes in the ADAD operation which result in either an increase or decrease in traffic volume.
 - d. No ADAD shall be connected to the network until the telephone utility has determined that the equipment can effectively preclude calls to any number or series of telephone numbers on a list of telephone subscribers who may be in the future designated by the utility, by regulation or by statute, as customers who are not to receive ADAD calls.
4. The telephone utility may discontinue the telephone service of any customer who used an ADAD in violation of the provisions of this rule provided that the customer is given five days' notice or with no prior notice if use of the ADAD creates a call blockage in a telephone company switching office.
 5. Any dispute involving application of this rule may be referred to the California Public Utilities Commission for review. Any request for deviation shall be made to the Commission by means of an application under the Commission's Rules of Practice and Procedure.
 6. Before being connected to the switched network an ADAD must also be certified for interconnection pursuant to the California Public Utilities Commission's General Order No. 138-Series or approved for interconnection by the Federal Communications Commission.
 7. No person shall operate an automatic dialing-announcing device in this state to place a call which is received by a telephone in this state during the hours between 9 p.m. and 9 a.m. California time.
 8. Automatic dialing-announcing devices may be used by any person exclusively on behalf of any of the following:
 - (a) A school for poses of contacting parents or guardians of pupils regarding attendance.
 - (b) An exempt organization under the Bank and Corporation Tax Law for purposes of contacting its members.
 - (c) A privately owned or publicly owned cable television system for purposes of contacting customers or subscribers regarding the previously arranged installation of facilities on the premises of the customer or subscriber.
 - (d) A privately owned or publicly owned public utility for purposes of contacting customers or subscribers regarding the previously arranged installation of facilities on the premises of the customer or subscriber or for purposes of contacting employees for emergency actions or repairs required for public safety or to restore services.
 - (e) A petroleum refinery, chemical processing plant, or nuclear powerplant for purposes of advising residents, public service agencies, and the news media in its vicinity of an actual or potential life-threatening emergency.

RULE NO. 38

NON-PUBLISH SERVICE

(T)

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, requires that each communications Utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "A" of Decision 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX 'A'

Non-Publish Service

(T)

- A. Definition of Non-Publish service: Upon a subscriber's request, subscriber name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities 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 Non-Publish information. (T)
- B. Agencies authorized to receive Non-Publish information: (T)
1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
 2. An agency of the federal government which is lawfully authorized to:
 - a. Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
 - b. Prosecute violations of the criminal laws of the United States; or,
 - c. Enforce civic sanctions which are ancillary to criminal statutes; or,
 - d. Conduct investigations into matters involving the national security of the United States; or,
 - e. Protect federal or foreign officials; or,

RULE NO. 38

NON-PUBLISH SERVICE - Continued

(T)

B. Agencies authorized to receive Non-Publish information - Continued

(T)

- f. Protect public health and safety; or, ¹
- g. Conduct emergency rescue operations. ¹
- 3. Any public health agency of the State of California or of a city, county, or other local government, including environmental health agencies. ¹
- 4. County or city 911 projects, including city or county emergency services planning agencies. ¹
- 5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies. ¹
- 6. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts. ²
- 7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations. ²
- 8. Private for-profit agencies operating under contract with, and at the direction of, one or more law enforcement, fire protection or public health emergency planning agencies. Any information or records provided to a private for-profit agency pursuant to this submission shall be held in confidence by that agency and by any individual employed by or associated with that agency. ³
- 9. Telephone corporations providing service between service areas for the provision to the subscriber of telephone service between service areas, or to third parties for the limited purpose of providing billing services. ²
- 10. To a lawful process issued under state or federal law. ²

¹ Per Decision 92860 and Decision 93361.

² Per Public Utilities Code 2891.1.

³ Per Federal Code 47 USC §222(g).

RULE NO. 38

NON-PUBLISH SERVICE - Continued (T)

C. Procedure for release of Non-Publish information to authorized agencies. (T)

1. A telephone utility shall only provide Non-Publish information to persons within authorized agencies who are either (a) (T)
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 in
B(2) above, or (d) employees of a county or city 911 project when acting in an official capacity, or (e) employees of an
agency listed in B(5) above when engaged in an investigation involving arson or when engaged in firefighting duties in
which there is immediate peril to life or property ¹, or (f) employees of collection agencies, to the extent disclosures
made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts, or (g)
employees of the California Public Utilities Commission pursuant to its jurisdiction and control over telephone and
telegraph corporations ¹, or (h) employees of a private for-profit agency operating under contract with, and at the
direction of, one or more law enforcement, fire protection or public health emergency planning agencies ², or (i)
employees of telephone corporations providing service between service areas for the provision to the subscriber of
telephone service between service areas, or to third parties for the limited purpose of providing billing services. ¹

2. Non-Publish information shall be released by a telephone utility to an authorized agency upon the agency's written (T)
request provided that the agency has previously furnished the utility with a statement, signed by the head of the
agency, requesting that Non-Publish information be provided to the agency upon its written request, and listing (T)
designated persons, by name, and title, who are authorized to request, in writing, Non-Publish information. The
written request for the Non-Publish information must be signed by the head of the agency or by a previously (T)
designated person and the request must state that then on published information is necessary for a lawful
investigation being conducted by the agency pursuant to its responsibilities. ³

3. Non-Publish information shall also be released by a telephone utility to an authorized agency upon the agency's (T)
telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by
the head of the agency, requesting that Non-Publish information be provided to the agency upon telephonic request (T)
and listing designated persons, by name, title, and telephone number, who are authorized to request, by telephone,
Non-Publish information. The telephonic request for Non-Publish information must be made by the head of the (T)
agency or by one of the previously designated persons. ³

The Non-Publish information requested by telephone shall be provided by the utility only on a call-back verification (T)
basis. ³

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter
confirming the request. ³

4. Non-Publish information shall also be released to emergency service providers and providers of emergency support (T)
services solely for use in the deliverance of emergency services, pursuant to 47 USC § 222(g). The information to be
released shall include customer name, address and telephone number, both published and Non-Publish for all (T)
customers in an area, including information pertaining to subscribers of other carriers. Any information or records
provided to a private for-profit agency pursuant to this submission shall be held in confidence by that agency and by
any individual employed by or associated with that agency. ¹

¹ Per Public Utilities Code 2891.1.
² Per Federal Code 47 USC §222(g).
³ Per Decision 92860 and Decision 93361.

RULE NO. 38

NON-PUBLISH SERVICE - Continued (T)

D. Notification to Subscriber

1. The telephone utility shall not notify a subscriber regarding the release of subscriber's Non-Publish information unless the subscriber contacts the utility and specifically requests to know whether his Non-Publish information has been released.² (T)
(T)
2. When a subscriber inquires of the utility whether his Non-Publish information has been released, the subscriber 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 Non-Publish information, the subscriber will receive no communication from the utility.² (T)
(T)
3. If the requesting agency certifies that disclosure to a subscriber about the release of his or her Non-Publish information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the subscriber for a period of one year from the date of release of the information to the agency.² (T)
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.¹
5. If no request has been made for nondisclosure to the subscriber, the subscriber who inquires shall be notified in writing as to the identity of the agency which requested the Non-Publish information and the information released.¹ (T)

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 subscriber who has previously inquired, at any time during the period of nondisclosure, whether his or her Non-Publish information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.¹ (T)

E. Exception for Health Officers

No notification shall ever be made to a subscriber that Non-Publish 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 subscriber could violate a client's or contact's right of privacy and confidentiality.¹ (T)

F. Retention of Records

All written documents pertaining to Non-Publish service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the subscriber be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.¹ (T)

G. Telephone Number Display

It is possible for Non-Publish numbers to be displayed to called parties as a result of Calling Number Identification Services or other services using Automatic Number Identification (ANI) (e.g., 0+, 0-, 700/800/900 and 911 Services) offered by the Utility or other Local and Interexchange Carriers. Blocking Options are available for Calling Number Identification Services in Schedule Cal. P.U.C. No. A-40. (T)

¹ Per Federal Code 47 USC §222(g).

² Per Decision 92860 and Decision 93361.

RULE NO. 39

RELEASE OF CREDIT INFORMATION AND CALLING RECORDS

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein, except as modified by Decisions 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

A. Definitions

1. Credit Information

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: Non-Publish subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory. (T)

2. Calling records

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber'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 Subscriber Credit Information and Calling Records

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

1. Upon receipt of a search warrant obtained pursuant to California or federal law; or of a Federal Grand Jury subpoena or a Federal agency subpoena.

RULE NO. 39

RELEASE OF CREDIT INFORMATION AND CALLING RECORDS - Continued

2. Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures (CCP) Section 1985.3 or successor provisions, as they then exist have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility 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 subscriber to release the information.

C. Deferral of Notification

1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure 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 telephone utility shall request instruction from the court whether it should notify the subscriber 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 subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or 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 subscriber in accordance with (C) above.

D. Exception to Procedure for Release of Credit and Calling Records

1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

E. Retention of Records

1. Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

RULE NO. 40

MARKET TRIALS AND TECHNOLOGY TESTS

From time to time, the Company may conduct market trials and/or technology tests, which may be combined where appropriate, pursuant to the guidelines adopted by the Commission in Resolution No. T-14944 dated June 17, 1992.

Customers selected by the Company to participate in market trials and/or technology tests under the conditions and obligations of such trials and/or tests may receive a discount, in the form of a credit on the customer's bill, for services provided by the Company.

SPECIAL SERVICE ARRANGEMENTS

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SPECIAL SERVICE ARRANGEMENTS

APPLICABILITY

Applicable to special service arrangements to meet specific service requirements.

TERRITORY

Within the territory served.

RATES

	<u>NRC</u>	<u>Monthly Rate</u>
A. - Services Interconnected to Exchange Services		
1. Arrangement to provide Centrex stations with 3-digit dial access to customer-provided dictation recording unit	\$ 75.00	\$ 18.43
2. Service arranged to transfer incoming calls without announcement from a maximum of 100 primary nonrestricted Centrex stations with Pushbutton Telephone Service (SEE SPECIAL CONDITION A.S)		
a. Common equipment and service arranged for 25 primary nonrestricted Centrex stations	\$ 100.00	\$ 15.80
3. Three-digit dialing arrangement to permit stations within a Centrex system to access a preassigned emergency code number	\$ 10.00	\$ 49.78
4. Arrangement to provide Centrex Service transfer capabilities of foreign exchange lines that terminate at a predesignated termination		
a. Each group of two or less lines	\$ 85.00	\$ 29.84
5. Emergency routing for DID trunks to a recording in the central office when the customer's telephone system is out of service, per arrangement	\$ 501.00	\$ 125.00
a. Four Corners Pipeline		
b. ARCO Transportation		

SPECIAL SERVICE ARRANGEMENTS

RATES - Continued

	<u>BTL</u>	<u>NRC</u>	<u>Monthly Rate</u>
B. Services Interconnected to Private Line Services			
1. 100-pair Cable for Transaction Technologies	\$ 1,717.56	\$ 312.11	\$ 143.13
2. Adtrans Equipment Armin Amiert			\$ 42.25
3. Arrangement to provide DDM-2000 (OC3) System and fiber facilities to Amgen	\$ 77,726.00	\$ 53,201.00	\$ 6,933.00
C. Services for Governmental Agencies and/or authorized firms or agencies actively participating in government projects			
1. 100 percent Sampling of CCSA Calls			
a. Arrangements to permit the State of California to obtain on-and-off-net call detail of calls dialed from an electronic central office over access lines that terminate in a Common Control Switching Arrangement (CCSA), per Centrex or EBSS Primary Service (SEE CONDITION G.5)		\$ 360.00	\$ 292.15

General

1. Each special service arrangement is furnished to meet a limited or unique service requirement of a particular customer and is not to be considered as a general tariff offering.
2. Rules and regulations, rates and charges of the Utility applicable to services with which special service arrangements are interconnected also apply.
3. The Utility will designate the equipment to be used for each special service arrangement.

SPECIAL SERVICE ARRANGEMENTS

SPECIAL CONDITIONS

General (Continued)

4. Where a termination charge is applicable to an item of equipment, the charge is the maximum charge. If an item of equipment, which has a termination charge is disconnected by a customer within the specified time period after it is placed in service, a termination charge applies. The specific time period, in months, is shown in parentheses e.g. (60). The amount of the customer liability is determined by dividing the termination charge by the number of months indicated and deducting the resulting amount, multiplied by the number of months the service has been in use, from the maximum termination charge.
 5. For liability and allowance for interruptions, of service see Rule No. 22.
 6. The customer indemnifies the Utility against and holds the Utility harmless from any and all losses, claims, demands, causes of actions, damages, costs or liability, in law or in equity, of every kind and nature whatsoever including, without limiting the generality of the foregoing, losses, claims, demands, cause of action, damages, costs or liability for libel, slander, fraudulent or misleading advertising, invasion of the right of privacy, or infringement of copyright, or patents, et cetera, arising directly or indirectly from any act or omission of the customer or any third party in connection with, or use of, the service or facilities provided by the Utility.
 7. The operating characteristics of the premise equipment shall not interfere with the services offered by the Utility or other utilities. Upon notice from the Utility that the premise equipment is causing or likely to cause hazard or interference or its use impairs privacy of conversation, the customer shall make such changes as may be necessary to remove or prevent such hazard, interference or use. In case of failure to comply with such notice, the Utility shall have the right to disconnect the arrangement, which permits interconnection or to terminate service.
- A. This service is limited to 100 Centrex nonrestricted primary stations and to 20 stations in any one connector group
1. This service under normal Centrex system configuration will prevent the use of the hold key for the manual hold functions.
- B. Services for the United States Government interconnected to either Exchange or Private Line Services.
- C. 100 percent Sampling of CCSA Calls
1. Call detail will be provided on magnetic tape only. Call detail will include the originating Centrex/EBSS station number or primary Centrex/EBSS service primary telephone number for calls dialed from a Centrex/EBSS service over access lines to a CCSA switcher. Under this offering, the duration of the call will be shown in minutes and seconds.
 2. The nonrecurring charges include the cost of magnetic tape on a recovery and reuse basis. That is, tape when processed by the State of California for each Centrex/EBSS service, will be returned monthly to the Utility in condition suitable for reuse by the Utility in processing subsequent call detail data.
 3. Call detail will be provided in the code terminology and data processing format used by the Utility. The Utility reserves the right to make changes in its code terminology and data processing format of the information on the magnetic tape upon one month's advance notice to the customer.

SPECIAL SERVICE ARRANGEMENTS

SPECIAL CONDITIONS - Continued

D. Provisional services limited by geographical and/or time constraints.

1. Customer premises data voice modems (DVM) are customer provided equipment. These customer units must be compatible with Utility network bits based upon specifications utilized within Frontier's California network.
2. The above rates and charges are in addition to the rates and charges for other Utility services or facilities with which this service is associated. Such services are limited to access, central office and network offerings.
3. Service order changes for port rearrangement and database change requests are subject to the appropriate Product Guide Section 3 charges.
4. Service additions may be made at any time in accordance with equipment availability and subject to tariff schedules effective at the time.
5. Each individual user asynchronous port ordered by the customer must be specified as payment plan A or payment plan B at the time of ordering and the payment plan may not be changed while the port is assigned to the same user.
6. Some customer user premises wiring arrangements may necessitate use of a filter for noise mitigation. Provision of this filter is the responsibility of the customer user.
7. The Utility limitations of liability are set forth in Schedule Cal. P.U.C. No. D&R, Rule No. 21.

Provisions for the connection of customer provided equipment to Utility facilities are set forth in Schedule Cal. P.U.C. No. D&R, Rule No. 35.

8. Starkeeper optional billing is primarily for customers with multiple asynchronous port users. This software option for DOV service provides bill inn information regarding an individual port's session(s).

The customer may enable this feature at the same time each user asynchronous port is configured in the data base.

The customer can obtain billing information to bill its users via a 1200 baud dial up port to the Starkeeper Administration Processor. The customer may also use access to the Starkeeper to change internal user groups and passwords.

The billing feature displays: the number of packets switched, destination, circuit connection time, and circuit termination time. When the session has ended, all the information regarding the calling and called parties, length of session and the time the call was initiated will be sent to a billing process. This process sends the information to a host computer or a receive only printer.

Billing information can be sent to a customer's computer for bill-backs to another organization, or for statistics on calling activity.

RESERVED FOR FUTURE USE

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RESERVED FOR FUTURE USE

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FACILITIES BASED SERVICES
(LOCAL, INTRASTATE ACCESS AND INTRALATA TOLL)

I. RATES

A. Local Services - Continued

2. Local Usage-Residence

	<u>First Minute Or Portion Thereof</u>	<u>Additional Minute Or Portion Thereof</u>
a. Measured Rate Service		
(1) Monday Through Friday		
8:00 A.M. to 5:00 P.M. ¹	\$.040	\$.010
5:00 P.M. to 11:00 P.M. ¹	.028	.007
11:00 P.M. to 8:00 A.M. ¹	.016	.004
(2) Saturday, Sunday, Holiday		
All Hours	.016	.004

(D)
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¹ To, but not including.

COMPETITIVE ACCESS SERVICES -
SERVICE PROVIDER NUMBER PORTABILITY (SPNP)

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COMPETITIVE ACCESS SERVICES -
SERVICE PROVIDER NUMBER PORTABILITY (SPNP)

I. GENERAL

A. Applicability

This tariff is applicable to Service Provider Number Portability (SPNP) provided to Competitive Local Carriers (CLC) who have an approved Certificate of Public Convenience and Necessity (CPCN) authorizing them to operate in the State of California as outlined in D. 95-07-054 and an approved local exchange tariff on file with the California Public Utilities Commission. The arrangements in this tariff schedule are only available to those CLCs that have an approved CPCN and an approved tariff. Services offered in this schedule are provided within serving areas as defined in Schedule Cal. P.U.C. No AB, Exchange Area Maps.

B. Description of Service

SPNP, as provided in this tariff, is a local exchange telecommunications service whereby a call dialed to a telephone number assigned by the Company is automatically forwarded to a dialable local telephone number provided by the CLC.

The services offered in this tariff are provided on an interim basis until a permanent number portability solution can be implemented.

COMPETITIVE ACCESS SERVICES -
SERVICE PROVIDER NUMBER PORTABILITY (SPNP)

I. GENERAL - Continued

C. Definitions

Certificate of Public Convenience and Necessity (CPCN) - A CPCN authorizes qualified applicants to provide local exchange service based on managerial qualifications, financial resources and technical competence within the State of California.

Competitive Local Carrier (CLC) - The term CLC refers to a facilities or non facilities based telecommunications carrier that provides local exchange telecommunications services, under the terms of a CPCN granted by the State of California, within the State of California in service areas already served by an existing licensed basic local exchange carrier .

Company - Frontier Communications of the Southwest Inc.

End office - A Company switching system where telephone exchange service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

End user - An end user is any customer that is not a carrier, except that a carrier shall be deemed to be an end user of a telecommunications service when such carrier uses that service for administrative purposes.

Local Exchange Carrier (LEC) - An incumbent carrier as specified in D.95-07-054.

Local Switched Traffic - Traffic designated as local by applicable law, Commission Order or pursuant to exchange boundaries identified in Company tariffs approved by the California State Public Utility Commission.

Service Provider Number Portability (SPNP) - A service arrangement whereby CLC end users changing local service providers may retain existing telephone numbers when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.

COMPETITIVE ACCESS SERVICES -
SERVICE PROVIDER NUMBER PORTABILITY (SPNP)

II. TERMS AND CONDITIONS

1. Local Interconnection Agreement

The CLC must have a local interconnection agreement with the Company in order to purchase SPNP from the Company.

2. Ownership of Telephone Numbers

When the CLC purchases SPNP from the Company, the ownership of the telephone number is not transferred to the CLC. The Company reserves the reasonable right to assign, designate or change telephone numbers. Should it become necessary to make a change in such number(s), the Company will furnish to the CLC six (6) months notice of the effective date and an explanation of the reason(s) for such change(s).

3. Optional Feature Limitations

This service may be functionally impaired by, or may impair the functionality of, the following services. This list may be modified in the future to add or delete features and/or services as deemed necessary by the Company.

ISDN

CLASS Features

Caller ID (Calling Party Number delivered to a ported number)

Automatic Busy Redial (to and from the ported number)

Automatic Call Return (after a call from a ported number)

Special Call Forwarding (to a ported number)

Operator Services

Verification of Bill to Third Number Calls

ANI Based Features (if the billing number is ported)

4. Ordering SPNP Service

SPNP service may only be ordered at the time the CLC is converting the end user's local service from Company provided service to CLC provided service.

5. Directory Listings

One primary directory listing of the existing end user's number is included with each SPNP line. This number is also included in the Directory Assistance database, as appropriate.

COMPETITIVE ACCESS SERVICES -
SERVICE PROVIDER NUMBER PORTABILITY (SPNP)

III. REGULATIONS

1. SPNP is to be used only as an interim solution for number portability.
2. Service interactions with SPNP may limit the functionality of some services and/or features and render them non-functional to calls sent to the CLC's end users. (D)
3. The CLC must comply with PU Code Section 2889.5. The code states that if a subscriber is solicited by telephone or by some other method, it must verify the subscriber's decision to change service providers through either (1) a follow-up call, (2) a prepaid confirmation postcard, (3) customer signature, or (4) electronic means. (T)
4. The CLC is responsible for coordinating the provisioning of the SPNP service with the Company. (T)
5. The CLC is responsible for canceling SPNP service for any telephone numbers subscribed to SPNP services for which the CLC is not presently providing local exchange service. (T)
6. The CLC is responsible for all charges for the provisioning of SPNP services as set forth in this tariff. (T)
7. The CLC is responsible for designating to the Company, at the time of its initial service request for SPNP services, the appropriate Line Information Database (LIDB) indicator for the correct handling of collect, third party, and other operator handled calls to SPNP assigned telephone numbers. The CLC may request that an indicator be included in the Company's database that all such calls be denied, however, the Company will not guarantee such denial. The LIDB indicator can be manually overridden by any CLC operator for emergency situations and therefore, the Company can not guarantee the denial of such calls. The indicator default will be set to deny all collect, third party, and operator handled calls in instances where the CLC does not designate a preference when service is initially established. In any case, the CLC is responsible for payment of all collect, third number, and other operator handled charges terminated on the SPNP telephone number.

LIDB access is provided to CLCs in the same manner that it is provided by Frontier to other customers (Carriers).
8. CLCs will be held liable for both the unauthorized termination of service with the Company and the subsequent unauthorized transfer to their own service. CLCs are responsible for the actions of their agents that solicit unauthorized service termination and transfers. CLCs who engage in such unauthorized activity shall restore the end user's service to the Company without charge to the end user. All billings during the unauthorized service period shall be refunded to the end user. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code, Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. CLCs responsible for the unauthorized transfer will reimburse the Company for reestablishing service at the tariff rate of the Company. (T)

COMPETITIVE ACCESS SERVICES -
SERVICE PROVIDER NUMBER PORTABILITY (SPNP)

IV. RATES

A. Service Provider Number Portability (SPNP)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
SPNP, per number ported	\$ 4.15	\$ 2.29

V. RATE APPLICATION

A. Service Provider Number Portability (SPNP)

1. Nonrecurring Charge

The SPNP nonrecurring charge is applicable for each number ported.

2. Monthly Rate

The SPNP monthly rate is applicable for each number ported.

RESALE SERVICES

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RESALE SERVICES

I. GENERAL

A. **APPLICABILITY**

This tariff is applicable to Resale Services provided to Resellers who have an approved Certificate of Public Convenience and Necessity (CPCN) authorizing them to operate in the State of California as outlined in D.95-07-054 and an approved tariff on file with the California Public Utilities Commission for each service ordered.

Rules and Regulations are set forth in the tariff schedules and in the Frontier Communications of the Southwest Inc., Product Guide both located at <http://carrier.frontiercorp.com/crtf/tariffs/>

B. **DESCRIPTION OF SERVICE**

Resale Services are Company retail services that can be purchased by Competitive Local Carriers (CLCs).

Frontier Communications of the Southwest Inc., Resale Services must originate and terminate at an end user location and cannot originate or terminate at an Interexchange Carrier Customer Designated Location.

Private Line Services are available for resale at rates set forth in the Special Access Tariff Schedule Cal. P.U.C. No. C-1.

(T)
(T)
(D)

Frontier Communications of the Southwest Inc., Voice Mail, Voice Messaging Services and are available to end users of a CLEC when the end-user's service is provided on a resold line of Frontier Communications of the Southwest Inc. Service may be ordered by an end user or by a CLEC acting as the agent of the end user. See Product Guide Section 5 for Description, Terms, Conditions, Regulations and Rates.

C. **DEFINITIONS**

Competitive Local Carrier (CLC) - The term CLC refers to a facilities or non facilities based telecommunications carrier that provides local exchange telecommunications services, under the terms of a CPCN granted by the State of California, within the State of California in service areas already served by an existing licensed basic local exchange carrier.

Certificate of Public Convenience and Necessity (CPCN) - A CPCN authorizes qualified applicants to provide local exchange service based on managerial qualifications, financial resources and technical competence within the State of California.

End User - An end user is any customer that is not a carrier/reseller, except that a carrier/reseller shall be deemed to be an end user of a telecommunications service when such carrier/reseller uses that service for administrative purposes.

Reseller - A reseller is a telecommunications provider with an approved CPCN that purchases service from an existing local exchange service provider and in turn offers the same service to end user customers.

RESALE SERVICES

I. GENERAL - Continued

D. **RATES, TERMS AND CONDITIONS**

1. Rates

Wholesale rates will generally reflect a 12% reduction below current retail rates (with certain exceptions as noted in D.96.03.020).

2. All terms and conditions relating to the individual service offerings can be found in this tariff schedule as well as the applicable Section of the CA Product Guide found at <http://carrier.frontiercorp.com/crtf/tariffs/> and are applicable to services offered from this tariff schedule. In addition, the terms and conditions specified in this tariff schedule are also applicable.

3. All terms and conditions relating to Frontier Communications of the Southwest Inc., services such as deposit policies and procedures for termination of service (described in Frontier Communications of the Southwest Inc.'s tariff Schedule Cal. P.U.C. No. D&R), are also applicable.

4. Ordering

Orders for Resale of Frontier Communications of the Southwest Inc., Services will be placed utilizing a standard Service Request. A complete and accurate LSR must be provided before a request can be processed. The Reseller must also provide complete and accurate end user information regarding Enhanced 911 and InterLATA Carrier of Choice. (T)

When ordering from this tariff schedule, a Reseller must state that it holds a Certificate of Public Convenience and Necessity (CPCN) granted by the Public Utilities Commission of California as well as an approved tariff. The Reseller will be required to provide Frontier Communications of the Southwest Inc., with a copy of the CPCN and the tariff upon request.

5. The Reseller shall specify the Frontier Communications of the Southwest Inc., Service ordered. Resale of Business and Residence Service shall include, at no additional cost, a basic directory listing per line in the appropriate Frontier Communications of the Southwest Inc., Directory. Non standard and additional listings will be furnished by Frontier Communications of the Southwest Inc., under the rules and rates in the Product Guide.

6. All charges for Frontier Communications of the Southwest Inc., local exchange services, Frontier Communications of the Southwest Inc., IntraLATA Toll and Operator Services, Frontier Communications of the Southwest Inc., Directory Assistance and any other services offered by Frontier Communications of the Southwest Inc., under tariff or contract, will be billed to the Reseller. The Reseller is responsible for billing and collecting these charges from its end users.

7. Local Calling Detail - Provision of monthly billing to the Reseller does not include local calling detail.

8. Maintenance, Testing and Repair

The Company will provide routine outside plant maintenance, testing and repair of the resold facilities. The Company will not, however, initiate a maintenance call or take action in response to a trouble report from the end user of the Reseller until such time as trouble is reported to Frontier Communications of the Southwest Inc., by the Reseller.

RESALE SERVICES

I. GENERAL - Continued

D. **RATES, TERMS AND CONDITIONS** - Continued

9. Customer Contact and Referral

The Reseller must provide Frontier Communications of the Southwest Inc., with a number for referral of the Reseller's customers. Frontier Communications of the Southwest Inc. will refer to the Reseller all inquiries or other calls from the Reseller's customers.

10. Timing of Messages

Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

In cases where a message begins in one rate period and ends in another, the rate in effect at the time the connection is established is applicable.

11. The Reseller is responsible for providing complete, accurate and timely information to Frontier Communications of the Southwest Inc., in an agreed upon format, regarding changes to customer information affecting Company information and/or databases associated with Enhanced 911, Directory Assistance and InterLATA Carrier of Choice.
12. Customers that currently have Residence Service may not use it for business purposes when it is purchased from a reseller.
13. All charges for applicable surcharges and taxes mandated by the State of California, as well as the End User Common Line (EUCL) charge from Frontier Communications of the Southwest Inc., Tariff FCC #6, will be billed to the Reseller. The Reseller is responsible for billing and collecting these charges from its end users.
14. If an end user denies authorizing a change in his/her local service provider, as submitted by the alleged unauthorized local service provider, the alleged unauthorized service provider will be assessed the nonrecurring charges as specified in Frontier Communications of the Southwest Inc.'s Tariff Schedule No. C-1.

RESALE SERVICES

I. GENERAL - Continued

D. **RATES, TERMS AND CONDITIONS** - Continued

15. When the Reseller and the Utility fail to agree on a bill for telephone service, the Reseller must provide the Utility with specific documentation (i.e., the disputed amount, specific details and reason for the dispute) to investigate the Reseller's claim. The Reseller must notify the Utility in writing within thirty (30) days after the due date of the bill. The portion of the bill not subject to dispute must be paid to the Utility by the due date indicated on the bill.

If the Reseller disputes a portion of the bill and withholds payment from the Utility, the Reseller must establish a mutually-agreed upon interest-bearing escrow account and deposit an amount equal to the disputed charges within thirty (30) days after the due date of the bill. The Reseller is responsible for any charges assessed by the financial institution associated with the escrow account.

If the dispute is resolved in favor of the Reseller, the amount in the escrow account, including accrued interest, shall be remitted to the Reseller. If the dispute is resolved in favor of the Utility, the amount in the escrow account, including accrued interest, shall be remitted to the Utility. If the dispute is resolved partially in favor of the Utility and partially in favor of the Reseller, the amount in the escrow account, including accrued interest, shall be distributed to each party in proportion.

If the Reseller pays the total amount of the bill to the Utility (i.e., the disputed amount and the nondisputed amount), the Reseller may dispute amounts up to 90 (ninety) days after the due date of the bill. Specific documentation supporting the dispute (i.e., the disputed amount, specific details and reasons for the dispute) must be received by the Utility within 90 days. If the dispute is resolved in favor of the Reseller, the Utility will credit the overbilled amount and provide the Reseller a "penalty" credit based on the following:

- a. The credit for overpayment is calculated from the payment date to the date the disputed amount is credited to the Reseller's account.
- b. The penalty shall be calculated by multiplying the overbilled amount by a rate of 1.5% for each month or portion thereof that the overbilling existed.
- c. If the claim is resolved in the Reseller's favor, the date of resolution is the date on which the Utility notifies the Reseller in writing as to the resolution of the dispute.
- d. The disputed amount shall be credited to the Reseller's account by the Utility within thirty (30) calendar days of the date of resolution. The penalty shall be credited by the Utility no later than thirty (30) calendar days following the credit of the disputed amount.
- e. If the claim is resolved in the Utility's favor, the Utility will notify the Reseller in writing as to the resolution of the dispute.

RESALE SERVICES

I. GENERAL - Continued

E. **REGULATIONS**

1. All regulations relating to the individual service offerings, as specified in the List of Services in each section, can be found in the tariff schedule indicated next to that service and are applicable to services offered from this tariff schedule. The regulations specified in this tariff schedule are also applicable.
2. All regulations relating to Frontier Communications of the Southwest Inc., services such as disputed bill procedure, deposit policies, and procedures for termination of service, (described in Frontier Communications of the Southwest Inc.'s tariff Schedule Cal. P.U.C. No. D&R) are also applicable.

F. **SPECIAL CONDITIONS**

1. All special conditions relating to the individual service offerings, as specified in the List of Services in each section, can be found in the related Tariff or Product Guide schedule and are applicable to services offered from this tariff schedule. The special conditions specified in this tariff schedule, if any, are also applicable.
2. All special conditions, if any, relating to Frontier Communications of the Southwest Inc., services such as disputed bill procedure, deposit policies, and procedures for termination of service, (described in Frontier Communications of the Southwest Inc.'s tariff Schedule Cal. P.U.C. No. D&R) are also applicable.
3. Resellers may not utilize the Company brand, logo, or service marks in the resale of Resale Services unless specifically authorized by the Company under a separate agreement.
4. Any services found in the Company's Tariff Schedules or Guidebooks not outlined in this Tariff are not available for resale by a CLC Reseller.
5. Limited Offering and Frozen/Grandfathered Services - Resale is limited to those Company customers who currently receive such service from the Company. See product specific Tariff or Product Guide listing for product specifications.

RESALE SERVICES

II. LOCAL SERVICES

A. **DESCRIPTION OF SERVICE**

Resold Basic Exchange Access Service includes, but is not limited to, the following:

- (1) Voice Grade Local Exchange Access Line (includes a telephone number, dial tone and touch tone)
- (2) Local calling (at local usage measured rates if customer chooses measured service)
- (3) Access to long distance services
- (4) Access to Frontier Communications of the Southwest Inc.'s Operator Services
- (5) Access to Frontier Communications of the Southwest Inc., Directory Assistance
- (6) Access to Frontier Communications of the Southwest Inc., Trouble Reporting and Repair Services
- (7) E9-1-1 Emergency Dialing
- (8) Access to Information Access Services (e.g., 800, 900)
- (9) Listing of telephone number in appropriate directory
- (10) Copy of white page and yellow page directories in the service area.

B. **LIST OF SERVICES**

The following local services are available for resale by Local Exchange Service Resellers with an approved CPCN and an approved tariff. The following services are available for resale by a CLC at the 12 percent discount set forth in D.96-03-020, except as otherwise specifically indicated herein. Descriptions and rates of services available for Resale are located in Frontier Communications of the Southwest Inc.'s Tariffs or Product Guide at <http://carrier.frontiercorp.com/crtf/tariffs/>.

<u>Service</u>	<u>Retail Tariff or Product Guide Reference</u>	
<u>Nonrecurring Charges (NRC)</u>		
Service Order Activity	Product Guide Section 3	
Central Office Activity	Product Guide Section 3	
Outside Facility connection Charge	Product Guide Section 3	
Visit Charge	Product Guide Section 3	
Transfer of Service Charge ^{1,2}	Product Guide Section 3	
Basic Exchange Service		
Residence Service - Flat Rate	Schedule Cal. P.U.C. No. A-1	
Residence Service - Measured	Schedule Cal. P.U.C. No. A-1	
Business Service - Measured	Product Guide Section 4	
PBX Trunk Service - Measured	Product Guide Section 8a	
Calling Plans	Product Guide Section 17	
Customized Multi-line Telephone Service	Product Guide Section 8	(T)
Customer Network Control	Product Guide Section 10	(T)
Custom Calling Services	Product Guide Section 6	
Custom Routing Service	Product Guide Section 25	
Customer Owned Pay Telephone (COPT) Service	Product Guide Section 13	

Any services found in the Company's Schedules or Guidebooks not outlined above are not available for resale by a CLC Reseller.

¹ The Transfer of Service charge is intended to recover the administrative cost involved in transferring a customer's account from the Utility's billing and accounting systems to that of the reseller, or transferring a customer's account from one CLEC reseller to another CLEC reseller.

² Does not apply to residential customers purchasing Frontier Communications of the Southwest Inc., Custom Calling Service, Frontier Local Calling Plan Plus, or Local and Toll Service. (T)
(T)

RESALE SERVICES

II. LOCAL SERVICES

B. LIST OF SERVICES – Continued

<u>Service</u>	<u>Retail Tariff Reference</u>
Direct Inward Dialing Service (DID)	Product Guide Section 4
Directory Assistance	Product Guide Section 19
Exchange Services Mileage Rates	Product Guide Section 5
Extended Area Service (EAS)	Product Guide Section 4
Flexible Digital Channel Service	Product Guide Section 10
Foreign Exchange Service	Product Guide Section 5
Frame Relay Service	Product Guide Section 11
High Voltage Protection Service	Product Guide Section 5
IntraLATA Toll Services	Product Guide Section 16
ISDN-Basic Rate Interface Services	Product Guide Section 9
ISDN-Digital (ISDN) Single Line Services	Product Guide Section 9
ISDN-Home/Business Digital (ISDN) Single Line Services	Product Guide Section 9
ISDN-Primary Rate Interface Services	Product Guide Section 9
Local Usage	Product Guide Section 4
Miscellaneous Services	
Obsolete Service	Product Guide Section 29
Operator Services	Product Guide Section 18
Optional Toll Calling Plans	
Packet Network Services	Product Guide Section 28
PBX Discount Pricing Plan (DPP)	Product Guide Section 4
Personalized Telephone Number (PTN)	Product Guide Section 4
Premium Service Lines 900 Service	Product Guide Section 15
Premium Service Lines 976 Service	Product Guide Section 16
Private Line Service	Access Services Schedule Cal. P.U.C. No. C-1
Private Switch (PS) 9-1-1	
Emergency Telephone Service	Schedule Cal. P.U.C. No. A-6
Promotions	Schedule Cal. P.U.C. No. A-20
Business Shared Private Line	Product Guide Section 7
Reservation of Telephone Number (Business)	Product Guide Section 28
Rotary Service	Product Guide Section 4
Switched Data Services	Product Guide Section 4
Telecommunications Service Priority	Schedule Cal. P.U.C. No. A-10
Telephone Answering Service	Schedule Cal. P.U.C. No. A-5
Telephone Directory Services	Product Guide Section 5
Vacation Service (Residential)	Product Guide Section 19
VHF Maritime Radio Telephone Service	Product Guide Section 4
Video Digital Transport Service	Product Guide Section 23
	Product Guide Section 22

(D)

Any services found in the Company's Schedules or Guidebooks not outlined above are not available for resale by a CLC Reseller.

RESALE SERVICES

III. PROMOTIONS

A. APPLICABILITY

Promotional offerings of network and exchange services and private line services offered to Resellers at a 12% discount.

B. REGULATIONS

1. Promotions extending more than ninety days are available to the Reseller beginning on the ninety-first day of the promotion.
2. Promotional offerings shall be subject to all Rules and Regulations in the Utility's Schedules and Product Guide.
3. The promotional pricing of services shall be subject to and offered only where facilities and operating conditions permit.

C. PROMOTIONAL OFFERINGS

CUSTOMER OWNED PAY TELEPHONE (COPT) RESALE SERVICES

I. APPLICABILITY

This tariff is applicable to Customer Owned Pay Telephone (COPT) Resale Services provided to Resellers who have an approved Certificate of Public Convenience and Necessity (CPCN) authorizing them to operate in the State of California as outlined in D.95-07-054 and an approved tariff on file with the California Public Utilities Commission for this service.

Competitive Local Exchange Carriers (CLECs) are prohibited from reselling COPT Service to any COPT-operating affiliated entity.

II. DESCRIPTION OF SERVICE

See the Product Guide for the Description, Terms, Conditions and Regulations for Customer Owned Pay Telephone (COPT) Service. See Schedule Cal. P.U.C. No. K-5 for resale rates for associated services.

CUSTOMER OWNED PAY TELEPHONE (COPT) RESALE SERVICES

III. RATES

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
A. Basic Exchange Service		
1. Coin Line Service Fixed Rate ³ , per line	--	\$ 23.28
2. COPT Service Measured ^{2, 5} , per line	--	21.90
Measured ⁶ , per line	--	26.18
(a) Optional Features		
(1) Answer Supervision per line	--	3.47
(b) Call Restriction Services		
(1) Option II	4	1.75
(2) Option IV	--	1.75
(3) Option V	4	
(4) Billed Number Screening	7	.27
(c) Billing and Collecting of Pay Station Service Charge (See Schedule Cal. P.U.C. No. O-1)		
(d) Compensable Call Tracking Report (CCT)	<u>NRC Per Pay Phone</u>	
One Time Set-Up Charge		
1 - 100 Pay Phones, per Pay Phone	\$.88	
101 - 999 Pay Phones, per Pay Phone	.66	
1000 - plus Pay Phones, per Pay Phone	.44	
Quarterly Recurring Charge, per Pay Phone		<u>Quarterly Rate</u> .22

¹ Nonrecurring Charges located in Schedule Cal. P.U.C. No. K-5, Section II. are applicable.
² Local usage rates located in Schedule Cal. P.U.C. No. K-5, Section III.C.2., are applicable.
³ Per call rates set forth in the Product Guide also apply.
⁴ Nonrecurring Charges located in Schedule Cal. P.U.C. No. K-5, Section III.C.5.d. are applicable.
⁵ Rates are applicable to customers in exchanges listed in Schedule Cal. P.U.C. No AB.
⁶ Rates are applicable to customers in exchanges listed in Schedule Cal. P.U.C. No AB.
⁷ Nonrecurring charges located in the Product Guide Section 3.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

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COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

I. GENERAL

A. Applicability

This tariff is applicable to Enhanced 9-1-1 Service provided to Competitive Local Carriers (CLCs) who have an approved Certificate of Public Convenience and Necessity (CPCN) authorizing them to operate in the State of California as outlined in D. 95-07-054. The arrangements in this tariff schedule are only available to those CLCs that have a CPCN. Services offered in this schedule are provided within serving areas as defined in Schedule Cal. P.U.C. No AB, Exchange Area Maps.

B. Description of Service

1. Enhanced 9-1-1 Service

9-1-1 is a single three-digit telephone number which connects the calling party with a Public Safety Answering Point (PSAP) for the purpose of requesting emergency help related to public safety.

Enhanced 9-1-1 (E9-1-1) is the provisioning of 9-1-1 service with the additional features of Automatic Number Identification (ANI), Automatic Location Identification (ALI), and Selective Routing.

This tariff allows Competitive Local Carriers to connect to Frontier Communications of the Southwest Inc.'s E9-1-1 system and transfer CLC customer data to Frontier Communications of the Southwest Inc.'s system. Accurate information as to the caller's identity (telephone number) and location (address) is required in order to ensure that the caller is connected to the appropriate PSAP. Frontier Communications of the Southwest Inc.'s E9-1-1 system will enable the CLCs to route calls successfully to the PSAP with accurate ANI and ALI information.

C. Definitions

Automatic Number Identification (ANI)

ANI is an E9-1-1 feature that identifies and displays the number of a telephone that originates a 9-1-1 call.

Automatic Location Identification (ALI)

ALI is a proprietary database developed for E9-1-1 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. CLCs will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows a Service Provider Number Portability (SPNP) number if applicable.

Automatic Location Identification (ALI) Gateway

The ALI Gateway is a telephone company computer facility that interfaces with the CLC's E9-1-1 administrative site to receive ALI updates and to return error reports for correction.

Competitive Local Carrier (CLC)

A CLC is a facilities based or non facilities based telecommunications carrier that provides local exchange telecommunications services, under the terms of a CPCN granted by the State of California, within the State of California in service areas already served by an existing licensed basic local exchange carrier.

Database Management System (DBMS)

The computer system used to create, store, manipulate and update the data required to provide selective routing and ALI.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

I. GENERAL - Continued

C. Definitions - Continued

Database Records

The residential, business, and government access line subscriber records used by Frontier Communications of the Southwest Inc., for the purpose of creating and maintaining databases required for E9-1-1 purposes.

Emergency Response Agency

The Emergency Response Agency is a functional division of any agency authorized by an appropriate governmental agency to respond to requests from the public to meet emergencies.

Emergency Service Number (ESN)

A number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of police, fire, and emergency medical service response agencies that serve the address location of each in-service telephone number.

Enhanced 9-1-1 Service (E9-1-1)

A telephone communication service which will automatically route a call dialed 9-1-1 to a designated Public Safety Answering Point (PSAP) attendant and will provide to the attendant: the calling party's telephone number, and when possible, the address from which the call is being placed, and the emergency response agencies responsible for the location from which the call was dialed.

Enhanced 9-1-1 (E9-1-1) Trunk

A dedicated line, trunk or channel between two central offices or switching devices for the purpose of providing a voice and signalling path for 9-1-1 calls.

Master Street Address Guide (MSAG)

A database defining the geographic area of an E9-1-1 service. It is structured to include an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the Counties, or their agents to Frontier Communications of the Southwest Inc.

National Emergency Number Association (NENA)

NENA is an association with a mission to foster the technological advancement, availability and implementation of 9-1-1.

P.01 Transmission Grade of Service

A trunk facility provisioning standard with the statistical probability that no more than one call in 100 shall be blocked on initial attempt during the average busy hour.

Public Safety Answering Point (PSAP)

The public safety communications center where 9-1-1 calls placed by the public for a specific geographic area will be answered.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

I. GENERAL - Continued

C. Definitions - Continued

Selective Routing

A service which automatically routes a E9-1-1 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed E9-1-1 irrespective of telephone company exchange or wire center boundaries.

Service Provider Number Portability (SPNP)

A service arrangement whereby CLC end users changing local service providers may retain existing telephone numbers when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.

Site Administrator

A person assigned by the CLC to establish and maintain E9-1-1 service location information for each subscriber to the CLC's service.

Warm Line

A line with the capacity to access E9-1-1 Service even when local telephone service has been temporarily disconnected for non- payment. All CLCs must provide this capability to their customers on all lines.

II. SPECIAL CONDITIONS

A. Services

E9-1-1 Trunk

Frontier Communications of the Southwest Inc., shall provide a minimum of two E9-1-1 service trunks or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service, as required by the State of California 911 Program Office. These trunks will be dedicated to routing E9-1-1 calls from the CLC's switch to a selective router at the Frontier Communications of the Southwest Inc., central office serving a PSAP. Trunks will be provisioned within 30 days from the date the order was received by Frontier Communications of the Southwest Inc., when facilities are available. In the event facilities are not available, provisioning could exceed 30 days.

E9-1-1 Selective Routing

This service provides the selective routing of E9-1-1 calls received from the CLC switching office. This includes the ability to receive the ANI of the CLC subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to that PSAP. This service also allows for selective transfer, speed calling, central office transfer, and certain maintenance functions for each PSAP.

E9-1-1 Automatic Location Information (ALI)/Selective Routing Database Administration

ALI is a proprietary database developed for E9-1-1 systems that is designed to be retrieved via an ANI input for display on a terminal at a PSAP attendant's position.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

II. SPECIAL CONDITIONS - Continued

A. Services - Continued

E9-1-1 Automatic Location Information (ALI)/Selective Routing Database Administration - Continued

The address component of the database consists of the correct address location associated with each subscriber's access line. These records are neither telephone company service records nor directory addresses, but a new database created specifically for the E9-1-1 system extracted from address information developed by Frontier Communications of the Southwest Inc., from the telephone companies participating in the system and the State or the County(ies). The ALI database will be managed by Frontier Communications of the Southwest Inc., but is the property of Frontier Communications of the Southwest Inc., and any participating telephone company and CLC for those records provided by their company.

The rate for this service includes the costs associated with the use of the E9-1-1 database management system, the ALI retrieval system, Selective Routing system, and the personnel and labor costs associated with support of these systems. This rate requires that the CLC establish access to Frontier Communications of the Southwest Inc.'s E9-1-1 database management system for maintenance of their data and records. The rate also includes administrative and computer processing costs to establish selective routing database tables from jurisdictional profiles at the E9-1-1 tandem control office and providing daily updates to the selective routing database.

E9-1-1 PSALI Software

A personal computer software program that automates the process of building ALI records of CLC customers in the National Emergency Number Association (NENA) standard format. It provides for some limited accuracy checks, uploading the records to Frontier Communications of the Southwest Inc. and receiving downloads of records, from Frontier Communications of the Southwest Inc., found to contain certain types of errors in the CLC customer records.

Copies of MSAG

Copies of the MSAG will be provided within 3 business days from the time requested. They will be provided on paper, diskette, magnetic tape, or in a format suitable for use with desktop computers at the rate listed in the RATES section of this tariff.

Selective Routing Boundary Maps

Copies of Selective Routing Boundary Maps are available at the rate listed in the RATES section of this tariff. Each map shows the boundary around the outside of the set of exchange areas served by that selective router. The map provides the CLC with the information necessary to set up its network to route E9-1-1 callers to the correct selective router. Selective Routing Boundary Maps will be provided within 3 business days from the time requested.

Warm Lines

All CLC customer lines will have, inherently, the capability to dial 9-1-1 and reach the correct PSAP. This is true even when local telephone service has been temporarily disconnected for non-payment by the CLC.

Service Provided Number Portability (SPNP)

All CLC lines that have been ported via SPNP will reach the correct PSAP when 9-1-1 is dialed. Frontier Communications of the Southwest Inc. will send both the ported number and the CLC number (if both are received from the CLC). The PSAP attendant will see both numbers where the PSAP is using our standard ALI display screen and the PSAP extracts both numbers from the data that is sent. The PSAP attendant will be able to retrieve the ALI based on the CLC number that will correctly identify the location of the customer.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

III. REGULATIONS

A. General

The Regulations contained in this tariff are in addition to the Regulations contained in Frontier Communications of the Southwest Inc.'s Schedule Cal. P.U.C. No. D&R, Definitions and Rules.

CLCs are required to have an approved Certificate of Public Convenience and Necessity (CPCN) from the State of California, which will allow them to operate with regulatory approval within the State of California. CLCs are required to furnish a copy of the CPCN to Frontier Communications of the Southwest Inc. upon request.

E9-1-1 Service is provided, where Selective Router ports are available, within 30 days from the initial order date. In the event that facilities are not available, provisioning time could exceed 30 days.

Temporary suspension of E9-1-1 service at the request of the CLC is not allowed.

B. Customer Requirements and Responsibilities

CLCs are required to order a minimum of two E9-1-1 service trunks, or that quantity which will maintain a P.01 transmission grade of service, whichever is the higher standard, and provide the redundancy level required by the State of California 911 Program Office from the CLC's switch to the selective router.

The facility based CLC shall ensure that its switch provides full ten-digit ANI consisting of the Numbering Plan Area (NPA) of the calling station and the seven-digit exchange code. The CLC shall also ensure that its switch provides the line number of the calling station.

The CLC shall be solely responsible for providing customer database records to Frontier Communications of the Southwest Inc. for inclusion in Frontier Communications of the Southwest Inc.'s ALI database on a timely basis with no more than a two percent error rate (see III.C., Limitation of Liability).

The CLC must send database records to Frontier Communications of the Southwest Inc. through Frontier Communications of the Southwest Inc.'s ALI Gateway. This can be done by using Frontier Communications of the Southwest Inc.'s E9-1-1 PSALI Software or Frontier Communications of the Southwest Inc. will accept electronically transmitted files that conform to National Emergency Number Association (NENA) Version #2 format and according to procedures set forth in Frontier Communications of the Southwest Inc. Practice No. 444-400-003, Enhanced 9-1-1 Standards for Data Exchange.

Record information for CLC using Frontier Communications of the Southwest Inc. PSALI Software must be forwarded according to the format and procedures established in Frontier Communications of the Southwest Inc.'s "Frontier Communications of the Southwest Inc. PSALI User's Guide" which will be provided with the purchase of the Frontier Communications of the Southwest Inc. PSALI Software Program. The CLC will assign an E9-1-1 site administrator charged with the responsibility of forwarding CLC end user ALI record information to Frontier Communications of the Southwest Inc. If the CLC plans to use its own software, the CLC may order a copy of the "Frontier Communications of the Southwest Inc., PSALI User's Guide" at the rate listed in the RATES section of this tariff.

The CLC will provide information on new customers to Frontier Communications of the Southwest Inc. within 1 business day of the order completion. Frontier Communications of the Southwest Inc. will update the database within 2 business days of receiving the data from the CLC. If Frontier Communications of the Southwest Inc. detects an error in the CLC provided data, the data will be returned to the CLC within 2 business days from when it was provided to Frontier Communications of the Southwest Inc. The CLC must also respond to requests from Frontier Communications of the Southwest Inc. to make corrections to database record errors by uploading corrected records within 2 business days. Manual entry will be allowed only in the event that the system is not functioning properly.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

III. REGULATIONS - Continued

C. Limitation of Liability

The rates charged for the E9-1-1 service do not include, and Frontier Communications of the Southwest Inc. does not undertake, the tasks of inspection or constant monitoring to discover error, defects or malfunctions in the service. The CLC has the responsibility for reporting all errors, defects and malfunctions to Frontier Communications of the Southwest Inc.

E9-1-1 Service, offered under this tariff, is provided for the benefit of the CLC. The provision of E9-1-1 service shall not be interpreted, construed or regarded as being either expressly or impliedly for the benefit of, or creating any obligation toward, any person or legal entity other than the CLC.

Frontier Communications of the Southwest Inc.'s liability, whether in contract, tort or otherwise, shall be limited to direct damages which shall not exceed the pro rated portion of the monthly charges for the service for the time period during which the service provided pursuant to this tariff is inoperative, but not to exceed in total Frontier Communications of the Southwest Inc.'s monthly charge to the CLC. Under no circumstance shall Frontier Communications of the Southwest Inc. be responsible or liable for indirect, incidental or consequential damages, including, but not limited to, damages arising from the use or performance of the equipment or software, or the loss of use of the software or equipment, and accessories attached thereto, delay, error or loss of data. In connection with this limitation of liability, the parties recognize that Frontier Communications of the Southwest Inc. may, from time to time, provide advice, make recommendations or supply other analysis related to the equipment or services described in this agreement, and, while Frontier Communications of the Southwest Inc. shall use its best efforts in this regard, the CLC acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations and analysis.

Frontier Communications of the Southwest Inc. shall not be liable or responsible for any failure of the E9-1-1 system to provide accurate ALI for calls originating from the CLC's subscribers, when the associated ALI has been provided by the CLC to Frontier Communications of the Southwest Inc.

D. Indemnification

The CLC shall hold harmless and indemnify Frontier Communications of the Southwest Inc. from and against any and all claims, demands, causes of action, any liabilities whatsoever, including costs, expenses and reasonable attorney's fees, incurred as a result of personal injury, bodily injury or property damage and any penalties and fines, arising out of, in connection with, or resulting from the acts or omissions by the CLC in failing to provide customer data to Frontier Communications of the Southwest Inc. for inclusion in Frontier Communications of the Southwest Inc.'s E9-1-1 System or for inaccuracies contained in the customer data provided to Frontier Communications of the Southwest Inc. for inclusion in the E9-1-1 database.

The CLC agrees to indemnify, save and hold Frontier Communications of the Southwest Inc. harmless from any and all claims for injury or damage of any nature arising out of or as a result of any act or omission of the CLC and its respective employees, directors, officers or agents in connection with the implementation, or the provision of, the E9-1-1 system.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

III. REGULATIONS - Continued

E. Proprietary Information

All information obtained from a CLC for inclusion in Frontier Communications of the Southwest Inc.'s E9-1-1 database shall be used solely for the purpose of answering, handling, and responding to emergency calls in a manner consistent with the nature of the emergency. Information shall also be released to emergency service providers and providers of emergency support services solely for use in the deliverance of emergency services, pursuant to 47 USC § 222(g). Any information or records provided to a private for-profit agency pursuant to this submission shall be held in confidence by that agency and by any individual employed by or associated with that agency. The CLC shall develop and implement procedures to prevent the unauthorized or illegal use of the name, telephone number and address of any of its subscribers in the database created by the CLC for inclusion in Frontier Communications of the Southwest Inc.'s database records.

F. Termination and Cancellation

Cancellation of any service or facility ordered under this tariff in whole or in part by the CLC prior to the establishment thereof, will require payment to Frontier Communications of the Southwest Inc. of an amount equal to the cost of engineering, manufacturing, billing resulting from equipment orders, installation, assembly, labor, cost of removal and any other costs incurred by Frontier Communications of the Southwest Inc. up to the time of cancellation resulting from the CLC's order for service.

In the event that the CLC fails in any respect to properly perform its obligations under this tariff, violates any of the terms or conditions of this tariff, or permits unauthorized use of the E9-1-1 database, such refusal, failure or violation shall constitute a default. In such event, Frontier Communications of the Southwest Inc. may notify the CLC in writing of the default and allow the CLC 30 calendar days to correct the default.

G. Warm Line

Warm Line Service must be provided to all residential customers by the CLC. A resale CLC's obligation to provide warm line service to a customer shall continue as long as the CLC has an arrangement for resale service to the end user's premises. Following termination of the resale arrangement, the obligation to provide warm line service shall revert to the underlying facilities based CLC or LEC. It is the CLC's responsibility to ensure that the E9-1-1 database administrator is provided with any necessary information when SPNP is discontinued in order to ensure a proper and timely response to a E9-1-1 call.

COMPETITIVE ACCESS SERVICES - ENHANCED 9-1-1 SERVICE

IV. RATES

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
A. E9-1-1 Trunk per Airline Mile	\$ 0.00	\$ 2.96
B. E9-1-1 Selective Routing per trunk	760.00	29.90
C. E9-1-1 ALI/Selective Routing Database Administration per 1000 records	0.00	90.00
D. E9-1-1 ALI Entry Software per package	209.35	11.55
E. Frontier Communications of the Southwest Inc. ALI Entry User's Guide per copy	30.00	0.00
F. Selective Router Boundary Maps per map	43.20	0.00
G. MSAG Copies - per County Diskette or Magnetic Tape Copy Paper Copy	44.35 109.30	0.00 0.00

COMPETITIVE ACCESS SERVICES -
DEAF AND DISABLED TELECOMMUNICATIONS PROGRAM

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COMPETITIVE ACCESS SERVICES -
DEAF AND DISABLED TELECOMMUNICATIONS PROGRAM

I. GENERAL

A. Applicability

This tariff is applicable to qualified Deaf and Disabled customers of Competitive Local Carriers who are authorized to operate within the State of California (having an approved Certificate of Public Convenience and Necessity (CPCN) and an approved tariff). Services offered within this schedule are provided within serving areas as defined Schedule Cal. P.U.C. No. AB, Exchange Area Maps.

B. Definitions

Commission - the California Public Utilities Commission (CPUC).

Incumbent Local Exchange Carrier (ILEC) - a telephone company which provides local telecommunications and deaf and disabled services to deaf and disabled customers in their authorized franchise serving area as of December 31, 1995.

Competitive Local Carrier (CLC) - a company authorized to provide local telecommunications services to end users in the franchise serving areas of the Incumbent Local Exchange Carrier.

DDTP - the Deaf and Disabled Telecommunications Program developed by the Commission pursuant to Section 2881 of the California Public Utilities Code to administer the provision of telecommunication equipment and services to individuals certified as having certain disabilities, and to administer the funding to such program.

New Program Participants - those individuals who are medically certified as deaf and/or disabled as required by the DDTP who are not current participants in the DDTP.

Accountability Report - a monthly report listing equipment in use and in inventory.

Conferencing - connecting a customer, a CLC and the Frontier Communications of the Southwest Inc. Special Needs Center together on the same telephone line.

COMPETITIVE ACCESS SERVICES -
DEAF AND DISABLED TELECOMMUNICATIONS PROGRAM

II. TERMS AND CONDITIONS

A. Description

Frontier Communications of the Southwest Inc. hereby agrees to provide products and services to new or existing DDTP participants who are CLC customers. Frontier Communications of the Southwest Inc. does not warrant, represent or propose DDTP guidelines or other applicable rates, regulation, state or federal laws concerning the provision of service to the Deaf and Disabled community. The CLC assumes all responsibility for its compliance with any such guidelines or regulations rules or laws.

B. Service Levels

Frontier Communications of the Southwest Inc. agrees to accept and process CLC customer calls which are transferred or conferenced to the Frontier Communications of the Southwest Inc. Special Needs Center through a separate 800 number established to handle the Deaf and Disabled Services for the CLCs. Frontier Communications of the Southwest Inc. will make a good faith effort to answer and process CLC calls in accordance with Frontier Communications of the Southwest Inc. processes and standards established to service Frontier Communications of the Southwest Inc. customers from the Special Needs Center.

C. Offerings

Frontier Communications of the Southwest Inc. agrees to offer the following services to Deaf and Disabled customers of the CLC.

1. New Program Participants

Educate new customers about the DDTP program, assess the customer's needs, discuss the equipment options, explain the qualification standards, perform certification and distribute the equipment.

2. Repairs/Upgrades

Repair, exchange and/or upgrade products as needed for certified program participants.

COMPETITIVE ACCESS SERVICES -
DEAF AND DISABLED TELECOMMUNICATIONS PROGRAM

II. TERMS AND CONDITIONS - Continued

C. Offerings - Continued

3. Field Visits

Provide field visits to the customer location when appropriate.

4. Walk-in Centers

Maintain a location where customers may visit to see, test and receive training on the use of DDTP equipment.

(D)

(D)

D. Customer Service and Contact Process

(T)

The CLC agrees to follow the process described below when requesting Frontier Communications of the Southwest Inc. to assist with offering Deaf and Disabled Services to qualified DDTP participants:

The CLC will provide the following customer information directly to the Frontier Communications of the Southwest Inc. Special Needs Center via phone, FAX or through a conference call with the DDTP program participant on the line:

1. Program participant's name
2. Billing party's name (if different from above)
3. Program participant's current telephone number
4. Program participant's current address
5. Current deaf and disabled products at the program participant's home or business, if applicable.

COMPETITIVE ACCESS SERVICES -
DEAF AND DISABLED TELECOMMUNICATIONS PROGRAM

II. TERMS AND CONDITIONS - Continued

E. Reporting Requirement (T)

Each party agrees to the following Deaf and Disabled Trust Reporting requirements:

1. Frontier Communications of the Southwest Inc. will provide a monthly accountability report to the DDTP for customers of Frontier Communications of the Southwest Inc. The report will reflect the number of Deaf and Disabled Services units in-service by type of equipment.
2. The CLC will provide a monthly accountability report to the DDTP for customers of the CLC. The report will reflect the number of Deaf and Disabled Services units in-service by type of equipment.

F. Additional CLC Reporting Requirements (T)

In the event that a program participant moves within the State of California or to another state, the CLC must notify Frontier Communications of the Southwest Inc. to transfer the responsibility for the DDTP equipment to another telephone company or to request recovery of the equipment from the customer location.

G. Interim Tariff Term (T)

The initial term of this tariff is the interim period set forth by the Commission. The period shall commence on the effective date of the tariff and end on December 31, 1997, unless otherwise extended by order or action of the Commission. The provider charged with equipment distribution responsibilities shall bear all costs, responsibility and liability for providing continuous service to its customers after the date of the termination hereunder.

H. Legal and Regulatory Requirements (T)

1. Performance under this tariff shall be in accordance with all applicable legal and regulatory requirements. No provision to this tariff shall cause or be construed to cause either party to violate any legal or state/federal regulatory requirement.
2. Each Party shall comply, as applicable, with its own legal and/or regulatory requirements necessary to effectuate this tariff, including but not limited to, the filing thereof with any applicable regulatory commission.
3. Frontier Communications of the Southwest Inc. reserves the right to request withdrawal of this tariff if Frontier Communications of the Southwest Inc. reasonably believes such cancellation is necessary to comply with changes in laws, regulations or DDTP rules.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

I. GENERAL

- A. The Utility shall provide collocation services in accordance with, and subject to, the terms and conditions of this tariff and any additional applicable regulations in other Utility tariffs. The Utility shall provide collocation services under this tariff only to those parties which have an effective interconnection agreement with the Utility for this state under Sections 251 and 252 of the Telecommunications Act of 1996, or have adopted such an agreement pursuant to Section 252(i) thereof. Requesting carriers may also seek to negotiate rates, terms, and conditions that are in addition to, or different from, the rates, terms, and conditions in this tariff to the extent permitted by applicable law. As required by applicable law, the Utility shall also offer rates, terms, and conditions for collocation services that are not expressly addressed in this tariff or other Utility tariffs on Bona Fide Request ("BFR") basis, and in doing so, shall comply with all applicable federal or state requirements. By agreeing to the rates, terms, and conditions of this tariff or the collocation of any equipment hereunder: (1) the Utility does not waive, and expressly reserves, its rights to continue to challenge the legality of the FCC Collocation Order (Docket No. 98-147) and to take further action regarding this matter as future circumstances warrant; (2) the Utility does not intend to, and therefore does not, establish any precedent, waiver, course of dealing or in any way evidence the Utility's position or intent with regard to future collocation requests; and (3) the Utility specifically reserves the right to incorporate herein the decision by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 and any other subsequent court decisions affecting rules adopted by the FCC to implement collocation under Section 251 of the Telecommunications Act of 1996.

Wholesale services offered under this tariff will be offered consistent with obligations under the FCC's decision to deregulate resale services, UNE loops, and UNE transport. *See Petition for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next Generation Networks*, WC Docket No. 18-141, Memorandum Opinion and Order, 34 FCC Rcd 6503 (Aug. 2, 2019); *Business Data Services, Report and Order on Remand and Memorandum Opinion Order*, WC Docket Nos. 18-141 et al., 34 FCC Rcd 5767 (rel. July 12, 2019). CLECs and local service resellers may continue to order UNE transport under this Tariff through January 12, 2020, and resale services and analog UNE Loops under this Tariff through February 2, 2020. The Telco will not accept orders for UNE transport under this Tariff after January 12, 2020, or resale services or analog UNE loops under this Tariff after February 2, 2020. Resale services and analog UNE loops ordered after February 2, 2020 will be provided pursuant to an alternative commercial agreement no later than July 12, 2022, and embedded base resale services and analog UNE loops must be transitioned to an alternative commercial agreement no later than August 2, 2022.

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(C)

- B. Collocation provides access to the Utility's premises for the purpose of interconnection and/or access to unbundled network elements, including its central offices and serving wire centers and all other buildings or similar structures owned, leased, or otherwise controlled by the Utility that houses the Utility's network facilities.

II. ORDERING CONDITIONS

A. Augmentation

1. Minor Augments of collocation arrangements will require the submission of a complete application form and the Minor Augment Fee. Minor augments are those requests that do not require more AC or DC power, add equipment that generates more BTUs of heat, or increase the floor space, over what the CLEC requested in its original application. The requirements for a minor augment request cannot exceed the capacity of the existing electrical/power or HVAC system. Requests for additional DS0, DS1, and DS3 cross connects for access to unbundled network elements are included as minor augments.

Minor augments that require an augment fee are those requests that require the Utility to perform a service or function on behalf of the CLEC including but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

II. ORDERING CONDITIONS (Continued) (M)

A. Augmentation (Continued)

1. (Continued)

Minor augments that do not require a fee are those augments performed solely by the CLEC, that do not require the Utility to provide a service or function on behalf of the CLEC, including but not limited to, requests to install additional equipment in the CLEC's cage. Prior to the installation of the additional equipment the CLEC agrees to provide the Utility with an application form with an updated equipment listing that includes the equipment to be installed in the CLEC's collocation arrangement. Once the updated equipment list is submitted to the Utility, the CLEC may proceed with the augment. The CLEC agrees that changes in equipment provided by the CLEC under this provision will not exceed the engineering specifications for power and HVAC as requested on the original application. All augments will be subject to Utility inspection, in accordance with the terms of this tariff for the purpose of ensuring compliance with Utility safety standards.

(M)

III. INSTALLATION AND OPERATION

A. Space Preparation

1. Site Selection/Power

The Utility shall designate the space within its premises where the CLEC shall collocate its equipment. The Utility will assign collocation space to the CLEC in a just, reasonable, and nondiscriminatory manner. The Utility will allow the CLEC requesting caged or cageless collocation to submit space preferences on the Application Form prior to assigning caged and cageless collocation space to the CLEC. The Utility will assign caged and cageless space in accordance with the following standards: (1) The CLEC's collocation costs cannot be materially increased by the assignment; (2) The CLEC's occupation and use of the Utility's premises cannot be materially delayed by the assignment; (3) The assignment cannot impair the quality of service or impose other limitations on the service the CLEC wishes to offer; and (4) The assignment cannot reduce unreasonably the total space available for caged and cageless collocation, or preclude unreasonably, caged and cageless collocation within the Utility's premises.

The Utility may assign caged and cageless collocation to space separate from space housing the Utility's equipment, provided that each of the following conditions is met: (1) Either legitimate security concerns, or operational constraints unrelated to the Utility's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation; (2) Any caged and cageless collocation space assigned to an affiliate or subsidiary of the Utility is separated from space housing the Utility's equipment; (3) The separated space will be available in the same time frame as, or a shorter time frame than, non-separated space; (4) The cost of the separated space to the CLEC will not be materially higher than the cost of non-separated space; and (5) The separated space is comparable, from a technical and engineering standpoint, to non-separated space.

The Utility shall provide, at the rates set forth in Section XIV following, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to the CLEC equipment in the same standards and parameters required for Utility equipment within that premises. The Utility will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

(M) Material relocated from Sheet No. 1

(N)

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

III. INSTALLATION AND OPERATION (Continued)

A. Space Preparation (Continued)

2. DC Power

The Utility will provide DC power to the collocation arrangement as specified by the CLEC in its Collocation application. The CLEC will specify the load on each feed and the size of the fuse to be placed on each feed. Charges for DC power will be applied based on the total number of load amps ordered on each feed.

For example, if a CLEC orders a total of 40 load amps of DC power and an A and B feed, the CLEC could order 20 load amps on the A feed and 20 load amps on the B feed. The Utility will permit the CLEC to order a fuse size up to 2.5 times the load amps ordered provided that applicable law permits this practice. Thus, the CLEC could order that each feed be fused at 50 amps if the CLEC wants one feed to carry the entire load in the event the other feed fails. Accordingly, the CLEC will be charged on the basis of the total number of load amps ordered, i.e., 40 amps, and not based on the total number of amps available for the fuse size ordered.

The CLEC is responsible for engineering the power consumption in its Collocation arrangements and therefore must consider any special circumstances in determining the fused capacity of each feed. The Utility will engineer the power feeds to the Collocation arrangement in accordance with industry standards based upon requirements ordered by the CLEC in its Collocation application. Any subsequent orders to increase DC power load at a Collocation arrangement must be submitted on a Collocation application.

The Utility reserves the right to perform random inspections to verify the actual power load being drawn by a Collocation arrangement. At any time, without written notice, the Utility may measure the DC power drawn at an arrangement by monitoring the power distribution point.

- (a) If the inspection reveals that the power being drawn does not exceed the total number of load amps ordered, no further action will apply.
- (b) If the inspection reveals that the power being drawn is greater than 100% and up to 110% of the total number of load amps ordered, the Utility will provide the CLEC with written notification by certified U.S. Mail to the person designated by the CLEC to receive such notice that more power is being drawn than was ordered. Within five (5) business days of the date of notification, the CLEC must reduce the power being drawn to match its ordered load or revise its power requirement to accommodate the additional power being drawn. Failure to reduce the power being drawn or submit a revised application within the five (5) business days will result in an increase in the amount of power being billed to 110% of the power ordered in the application on file.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

III. INSTALLATION AND OPERATION (Continued)

A. Space Preparation (Continued)

2. DC Power (Continued)

- (c) If the inspection reveals that the power being drawn is greater than 110% of the total number of load amps ordered, that arrangement is subject to the following treatment.
- (1) The Utility will provide the CLEC with written notification by certified U.S. Mail to the person designated by the CLEC to receive such notice that it has exceeded its ordered power.
 - (2) Additional Labor charges, as set forth in Section XVI, apply for the cost associated with performing this inspection.
 - (3) The Utility will bill the CLEC for the full fused capacity for each of the next six (6) bill periods following the inspection.
 - (4) After six (6) months of full fused capacity billing, and upon receipt of an application to revise the power required at that arrangement, the Utility will adjust the billing to reflect the CLEC's revised power requirement. In the event that a revised application is not submitted, billing at full fused capacity will continue until a revised application is received.
 - (5) Within fifteen (15) business days of the date of notification, the CLEC must submit a non-scheduled attestation of the power being drawn at each of its remaining Collocation arrangements. Failure to submit this non-scheduled attestation will result in the application of Additional Labor charges, as set forth in Section XVI, for any subsequent DC power inspections the Utility performs prior to receipt of the next scheduled attestation. Scheduled attestations are described in Section (e).

In those instances where the Utility needs access to the Collocation arrangement to make these measurements, the Utility will schedule a joint meeting with the CLEC.

B. Equipment and Facilities

1. Purchase of Equipment

The CLEC will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If it chooses, the Utility will assist the CLEC in the purchase of equipment by establishing a contact point with Frontier Communications of the Southwest Inc.. The Utility is not responsible for the design, engineering, or performance of CLEC equipment and provided facilities for collocation. Upon installation of all transmission and power cables for collocation services, the CLEC relinquishes all rights, title and ownership of transmission (excluding fiber entrance facility cable) and power cables to the Utility.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

III. INSTALLATION AND OPERATION (Continued)

B. Equipment and Facilities (Continued)

2. Permissible Equipment

The Utility shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements in accordance with the following standards: (1) Equipment is necessary for interconnection if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining interconnection with the Utility at a level equal in quality to that which the Utility obtains within its own network or the Utility provides to any of its affiliates, subsidiaries, or other parties; and (2) Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the CLEC from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the CLEC seeks to deploy it, meets either or both of the standards set forth in the preceding paragraph. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services the CLEC seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth in the preceding paragraph must not cause the equipment to significantly increase the burden on the Utility's property.

Whenever the Utility objects to collocation of equipment by a requesting CLEC for purposes within the scope of Section 251(c)(6) of the Act, the Utility shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above.

The CLEC may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. However, metal storage cabinets must meet Utility premises environmental standards.

3. Specifications

The CLEC facilities shall not physically, electronically, or inductively interfere with or impair the service of the Utility's or any other CLEC facilities, create hazards or cause physical harm to any individual or the public. All CLEC equipment used for Caged and Cageless Collocation must be tested to, and must meet: (1) the Network Equipment Building Systems (NEBS) Level 1 family of safety requirements as defined in the Utility's NEBS requirements RNSA-NEB-95-0003, Revision 10 or higher; and (2) the specific risk/safety/hazard criteria specified in Addendum E of the Collocation Services Packet.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

III. INSTALLATION AND OPERATION (Continued)

B. Equipment and Facilities (Continued)

4. Interconnection Between Collocated Spaces

Dedicated Transit Service (DTS), which allows for interconnection between CLECs, provides a dedicated electrical or optical path between collocation arrangements (caged, cageless, and virtual) of the same or of two different CLECs within the same Utility premises, using Utility provided distribution facilities. DTS is available for DS0, DS1, DS3, and dark fiber cross connects. In addition, the Utility will also provide other technically feasible cross-connection arrangements, including lit fiber, on an Individual Case Basis (ICB) as requested by a CLEC. The Utility will offer DTS to requesting CLECs as long as such access is technically feasible.

DTS is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Utility premises, provided that the collocated equipment is used for interconnection with the utility and/or for access to the Utility's unbundled network elements. The Utility shall provide such DTS connections from the CLEC's collocation arrangement to another collocation arrangement of the same CLEC within the same Telephone Company premises, or to a collocation arrangement of another CLEC in the same Telephone Company premises. DTS is provided at the same transmission level from CLEC to CLEC.

The DTS arrangement requires the requesting CLEC to provide cable assignment information for itself as well as for the other CLEC. The Utility will not make cable assignments for DTS. The requesting CLEC is responsible for all DTS ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record. The requesting CLEC must also provide a letter of agency from the CLEC it is connecting to that authorizes the DTS connection and facility assignment. DTS is provided on a negotiated interval with the requesting CLEC. DTS service order and service connection rates are specified in Section XVI.

5. Optical Facility Terminations

CLECs who request access to unbundled dark fiber and unbundled optical interoffice facilities may apply for a fiber optic patchcord connection(s) between the Utility's fiber distribution panel (FDP) and the CLEC's collocated transmission equipment and facilities. The fiber optic patchcord cross connect is limited in use solely in conjunction with access to unbundled dark fiber, unbundled optical interoffice facilities, and Dedicated Transit Service.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

III. INSTALLATION AND OPERATION (Continued)

C. Access to Collocation Space

The Utility will permit CLEC employees, agents, and contractors approved by the Utility to have direct access to CLEC caged or cage less collocated equipment twenty-four (24) hours per day, seven (7) days per week, and reasonable access to the Utility's restroom facilities. CLEC employees, agents, or contractors must comply with the policies and practices of the Utility pertaining to fire, safety, and security as described in the Utility's Security Procedures and Requirements Guidelines, which are attached to the Collocation Services Packet. The Utility reserves the right, with 24 hours prior notice to the CLEC, to access the CLEC's collocated partitioned space to perform periodic inspections to ensure compliance with Utility installation, safety and security practices. Where the CLEC shares a common entrance to the premises with the Utility, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, Frontier Communications of the Southwest Inc. reserves the right to permanently remove and/or deny access from Utility premises any CLEC employee, agent, or contractor who violates the Utility's policies, work rules, or business conduct standards, or otherwise poses a security risk to the Utility.

D. Security Requirements

1. Background Tests; Training

The CLEC must agree that its employees/vendors with access to Utility premises shall at all times adhere to the rules of conduct established by the Utility for the premises and Utility personnel and vendors. The Utility reserves the right to make changes to such procedures and rules to preserve the integrity and operation of Utility network or facilities or to comply with applicable laws and regulations. The Utility will provide the CLEC with written notice of such changes. Where applicable, the Utility will provide information to the CLEC on the specific type of security training required so its employees can complete such training.

2. Security Standards

The Utility will be solely responsible for determining the appropriate level of security in each premises. The Utility reserves the right to deny access to Utility buildings for any CLEC employee, agent or contractor who cannot meet the Utility's established security standards. Employees, agents or contractors of the CLEC are required to meet the same security requirements and adhere to the same work rules that Utility employees and contractors are required to follow.

The Utility also reserves the right to deny access to Utility buildings for CLEC employees, agents and contractors for falsification of records, violation of fire, safety or security practices and policies or other just cause.

CLEC employees, agents or contractors who meet the Utility's established security standards will be provided access to the CLEC's collocation equipment twenty-four (24) hours per day, seven (7) days per week and reasonable access to the Utility's restroom facilities.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

III. INSTALLATION AND OPERATION (Continued)

D. Security Requirements (Continued)

2. Security Standards (Continued)

If CLEC employees, agents or contractors request and are granted access to other areas of the Utility's premises, a Utility employee, agent or contractor may accompany and observe the CLEC employee(s), agent(s) or contractor(s) at no cost to the CLEC.

The Utility may use reasonable security measures to protect its equipment, including, for example, enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by the Utility.

The Utility may require CLEC employees and contractors to use a central or separate entrance to the Utility's premises, provided, however, that where the Utility requires that CLEC employees or contractors access collocated equipment only through a separate entrance, employees and contractors of the Utility's affiliates and subsidiaries will be subject to the same restriction.

The Utility may construct or require the construction of a separate entrance to access caged and cageless collocation space, provided that each of the following conditions is met: (1) Construction of a separate entrance is technically feasible; (2) Either legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliates' or subsidiaries' competitive concerns, warrant such separation; (3) Construction of a separate entrance will not artificially delay collocation provisioning; and (4) Construction of a separate entrance will not materially increase the CLEC's collocation costs.

3. Access Cards/Identification

Access cards or keys will be provided to no more than a reasonable number of CLEC appointed individuals for each Utility premises. All CLEC employees, agents and contractors requesting access to the premises are required to have a photo identification card, which identifies the person by name and the name of the CLEC. The ID must be worn on the individual's exterior clothing while on Utility premises. The Utility will provide the CLEC with instructions and necessary access cards or keys to obtain access to Utility buildings.

The CLEC is required to immediately notify the Utility by the most expeditious means, when any CLEC employee, agent or contractor with access privileges to Utility buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to Utility buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

IV. SPACE REQUIREMENTS (Continued)

A. Collocation Space Report

Upon request by the CLEC and upon its signing a collocation nondisclosure agreement, the Utility will make available a Collocation Space Report with the following information for the premises requested:

- Detailed description and amount of caged and cageless collocation space available;
- Number of telecommunications carriers with existing collocation arrangements;
- Modifications of the use of space since the last Collocation Space Report requested; and,
- Measures being taken, if any, to make additional Collocation spaces available.

The Collocation Space Report is not required prior to the submission of a collocation application for a specific premises in order to determine collocation space availability for the premises. The Collocation Space Report will be provided to a CLEC within ten (10) calendar days of the request, provided the request is submitted during the ordinary course of business. A Collocation Space Report fee will be assessed per request and per premises.

B. Reclamation

When initiating an application form, the CLEC must have started installing equipment approved for collocation at the Utility premises within a reasonable period of time, not to exceed six (6) months from the date the collocation arrangement is accepted. If the CLEC does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section V.D, the Utility may reclaim the unused collocation space to accommodate another CLEC request or the Utility's future space requirements.

V. DESCRIPTION AND APPLICATION OF RATE ELEMENTS

A. Non-Recurring Charges

The following are non-recurring charges (one-time charges) that apply for specific work activity.

1. Engineering/Major Augment Fee

The Engineering/Major Augment Fee applies for each initial Caged, Cageless, Virtual, or Microwave collocation request and major augment requests for existing Caged, Cageless, and Virtual collocation arrangements. This charge recovers the costs of the initial walkthrough to determine if there is sufficient collocation space, the best location for the collocation area, what building modifications are necessary to provide collocation, and if sufficient DC power facilities exist in the premises to accommodate collocation. This fee also includes the total time for the Building Services Engineer and the time for the Outside Plant and Central Office Engineers to attend status meetings.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

V. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Continued)

A. Non-Recurring Charges (Continued)

2. Minor Augment Fee

The Minor Augment Fee applies for each minor augment request of an existing Caged, Cageless, Virtual, or Microwave collocation arrangement that does not require additional AC or DC power systems, HVAC system upgrades, or additional cage space. Minor augments are those requests that require the Utility to perform a service or function on behalf of the CLEC including, but not limited to: installation of Virtual equipment cards or software upgrades, removal of Virtual equipment, requests to pull cable from exterior microwave facilities, and requests to terminate DS0, DS1 and DS3 cables.

3. Access Card Administration

The Access Card Administration rate covers activities associated with the issuance and management of premises access cards. The rate is applied on a per card basis.

4. Cage Enclosure

The Cage Enclosure rate is applied per caged arrangement. This rate includes the labor and materials to recover the costs incurred in constructing the CLEC's cage, cage gate, and grounding bar. There are five caged enclosure rate elements based on the size of the cage: 25 to 100 square feet; 101 to 200 square feet; 201 to 300 square feet; 301 to 400 square feet, and 401 to 500 square feet.

5. Dedicated Transit Service (DTS) - Service Order Charge

Applied per DTS order to the requesting CLEC for recovery of DTS order placement and issuance costs. The manual charge applies when the semi-mechanized ordering interface is not used.

6. Dedicated Transit Service (DTS) - Service Connection CO Wiring

Applied per DTS jumper to the requesting CLEC for recovery of DTS jumper material, wiring, and service turn-up for DS0, DS1, DS3, and dark fiber circuits.

7. Dedicated Transit Service (DTS) - Service Connection Provisioning

Applied per DTS order to the requesting CLEC for recovery of circuit design and labor costs associated with the provisioning of DS0, DS1, DS3, and dark fiber circuits for DTS.

COMPETITIVE ACCESS SERVICES - COLLOCATION SERVICE

V. DESCRIPTION AND APPLICATION OF RATE ELEMENTS (Continued)

B. Monthly Charges

1. Adjacent Cable Rack Space

This charge covers the space utilization cost that the CLEC's fiber, metallic or coaxial cable occupies within the cable rack system. The charge is based on the linear feet occupied.

2. Microwave Rooftop Space

Microwave Rooftop Space is the cost per square foot to provide rooftop space to the CLEC for microwave antennae and other exterior facilities. The cost includes only that which relates directly to the land and building space itself.

3. Virtual Equipment Maintenance

The Virtual Equipment Maintenance charge is applied on a per quarter rack (or quarter bay) basis and recovers the costs incurred by the Utility for maintenance of the CLEC's virtual collocation equipment. This charge would apply to the maintenance of equipment including, but not limited to, ATM, DSLAM, frame relay, routers, OC3, OC12, OC24, OC48, and NGDLC. This charge does not apply for the maintenance of splitters.

XI. RATES AND CHARGES

A. Dedicated Transit Service (DTS)

	<u>NRC</u>
DS0	
Service Order, Semi-Mechanized, per order	\$ 21.89
Service Order, Manual, per order	38.02
Service Connection CO Wiring, per jumper	6.95
Service Connection Provisioning, per order	82.27
DS1, DS3, Dark Fiber	
Service Order, Semi-Mechanized, per order	21.89
Service Order, Manual, per order	38.02
Service Connection CO Wiring, per jumper	16.92
Service Connection Provisioning, per order	95.89

B. Labor Charges

Labor Rates, Per Technician

	<u>Charges</u>
Basic Business Day	
1st Half Hour	\$ 78.98
Each Additional Half Hour	39.49
Overtime Non-Business Day	
1st Half Hour	100.00
Each Additional Half Hour	75.00
Premium Non-Business Day	
1st Half Hour	150.00
Each Additional Half Hour	125.00

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