FACILITIES FOR

Original TITLE PAGE



FACILITIES FOR INTRASTATE ACCESS TARIFF P.U.C.O. NO. 12

Frontier North Inc. (formerly named Verizon North Inc and GTE North Incorporated)

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EXPLANATION OF SYMBOLS

- (C) -- to signify changed regulation.
- (D) -- to signify discontinued rate or regulation.
- (I) -- to signify increased rate.
- (N) -- to signify new rate or regulation.
- (R) -- to signify reduced rate.
- (S) -- to signify reissued matter.
- (T) -- to signify a change in text but no change in rate or regulation.

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SECTION 1

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STATEMENT OF CONCURRENCE

Frontier North Inc., hereinafter called the concurring company, except as otherwise specifically stated herein, assents to, adopts and concurs in for intrastate applications within the State of Ohio, Frontier Telephone Companies Tariff FCC No. 5, "Facilities for Interstate Access" and "Interstate Service Guide and Pricelist No. 5" as they now exist, or as they may be revised, added to or supplemented by superseding sheets or issues and hereby makes itself a part thereto and obligates itself to observe each and every provision applicable to the State of Ohio. All exceptions to rates and charges for the provision of Carrier Access are specified in the respective sections within this tariff.

Exceptions to this concurrence are shown in Section 2 following.

Frontier North Inc.

Frontier North Inc. does not concur in Tariff FCC No. 5, "Facilities for Interstate Access" for Miscellaneous Services, Section 6. The exception to Rates are in Section 2.

Frontier North Inc. does not concur in Tariff FCC No. 5, "Facilities for Interstate Access" for End User FIA, Section 13. The exception to Rates are in Section 2.

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6. MISCELLANEOUS SERVICES

The following regulations, rules and rates are in addition to those set forth in Section 6 of FTC FCC No. 5:

6.5 IntraLATA Equal Access

Carrier Selection for IntraLATA Equal Access is an arrangement whereby an end user may select an IC or local exchange carrier (LEC) to place intrastate, intraLATA MTS/MTS-type calls without the 10XXX or 101XXXX access code. This IC or LEC is referred to as the end user's intraLATA primary interexchange carrier (IPIC).

On the effective date(s) of IntraLATA Equal Access in a serving office, end users who have not selected another IC or LEC will continue with the Telephone Company's Message Toll Service.

- (A) (Reserved for Future Use)
- (B) (Reserved for Future Use)
- (C) Interexchange Carrier Customer Lists

The Company will accept IC and LEC Customer lists identifying end users who have made individual arrangements with an IC or LEC to designate the IC or LEC as their intraLATA primary long distance carrier. The list should be in the form of magnetic tape or paper printout.

(D) End User Choice Discrepancy

An IC or LEC is required to certify at the time it submits end user lists to the Telephone Company that it has on file, or has instituted steps designed to obtain signed letters of agency or confirmations of choice from the end user. The IC or LEC is not required to submit letters of agency when submitting end user lists to the Telephone Company, but should maintain the confirmations or letters on file for use in dispute resolution. The IC or LEC should request written confirmation of choice from its customers no later than the date of submission of its first bill to the Customer.

When an end user indicates more than one IPIC per line, the Telephone Company will contact the end user for clarification.

(E) (Reserved for Future Use)

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6. MISCELLANEOUS SERVICES (Cont'd)

6.5 IntraLATA Equal Access (Cont'd)

(F) IPIC Charge Application

Initial end user selection of an IPIC will not incur a charge. After the initial selection, a nonrecurring charge in 6.5(M) will apply to change the IPIC. Notification of a change in an IPIC may be coordinated by the end user with either the IC or LEC selected or with the Telephone Company, if it is not the selected LEC.

In Equal Access end offices new end users and multi-party end users who upgrade to individual lines must presubscribe to the IPIC of their choice at the time an order is placed for service. The IPIC may be an IC or LEC (the Telephone Company or another LEC). Upon the end user's selection of the IPIC, at the time of placing an order, a confirmation notice will be sent identifying the IC or LEC selected as the IPIC. From the date of the confirmation notice, the end user will have 90 days to change his presubscription selection without a charge. If an IPIC is not chosen at the time the order for service is submitted, the end user will be sent a confirmation notice which contains a list of ICs and LECs providing intraLATA service, and will be informed that he has 90 days to contact the IC or LEC of his choice or the Telephone Company to apply for the IPIC arrangement. If notice is received by the Telephone Company within 90 days of the in-service date for local service or upgrade, no charge will be billed to the end user. If notice is received after 90 days, the end user will be billed a nonrecurring charge for each IPIC as in 6.5(M). Until the end user receives service from the selected carrier, he may access the carrier of his choice by dialing the appropriate 10XXX or 101XXXX carrier identification code, or service will be provided by the Telephone Company.

The Telephone Company will make post conversion changes in the end user's IPIC assignment pursuant to an IC or LEC provided list of customers accepted by the Telephone Company under conditions in (C) and (D). Should an end user dispute authorization of the change within two years of the IPIC assignment, the Telephone Company will place the end user on the previous carrier network where possible and the carrier will be billed according to 6.5 (G).

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6. MISCELLANEOUS SERVICES (Cont'd)

6.5 IntraLATA Equal Access (Cont'd)

(G) Unauthorized IntraLATA Primary Interexchange Carrier (IPIC) Restoral Change

An Unauthorized IPIC Change is a change in the preferred intraLATA IC that the end user or Pay Telephone Service Provider denies authorizing.

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If an end user or Pay Telephone Service Provider denies requesting a change of intraLATA IC as submitted by the alleged unauthorized IC, the alleged unauthorized IC will be assessed the IPIC Charge as specified in 6.5(M) for:

- Changing the end user or Pay Telephone Service Provider to the disputed IC, and
- Placing the end user or Pay Telephone Service Provider on their previous IC network or the IC network of their choice.

In accordance with the Federal Communications Commission's Slamming Liability Rules in CC Docket 94-129, if an alleged unauthorized carrier is ultimately exonerated of liability, the alleged unauthorized IC is entitled to receive full payment from the end user or Pay Telephone Service Provider for all services provided. In such situations, any IPIC Charges assessed against the alleged unauthorized IC by the Telephone Company are subject to rebilling to the end user or Pay Telephone Service Provider by the alleged unauthorized IC.

(H) Multi-party End Users

Multi-party end users will continue with the same carrier service arrangement which existed prior to the end office conversion. However, multi-party end users may access the carrier of their choice by dialing the appropriate 10XXX or 101XXXX carrier identification code.

6. MISCELLANEOUS SERVICES (Cont'd)

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6.5 IntraLATA Equal Access (Cont'd)

(I) <u>Cancellation of a Carrier Participation</u>

If an IC or LEC cancels all of its FGD or BSA-D service in the converting end office prior to the conversion date or discontinues all of its FGD or BSA-D service within two years after the introduction of FGD or BSA-D in the converting end office, the carrier is obligated to do the following:

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- (1) Notify the Telephone Company of the cancellation of their FGD or BSA-D service, and
- (2) Contact in writing all end users who have selected the canceling carrier as their IPIC, inform these end users of the cancellation, request the end users to select a new IPIC, and state that the canceling carrier will pay the nonrecurring charge as set forth in 6.5(M).

The Telephone Company will bill the canceling IC or LEC for a period of two years from the discontinuance of FGD or BSA-D service, the nonrecurring charge as set forth in 6.5(M) for each end user this carrier has currently designated to it. Such charge will not apply to the canceling carrier where the canceling IC or LEC transfers or assigns its FGD or BSA-D services and the associated 10XXX or 101XXXX code to another carrier in such manner that the Telephone Company does not change end user records or if another carrier elects to pay nonrecurring charge on behalf of the canceling IC or LEC.

(J) <u>Liability of the Telephone Company</u>

If through the fault of the Telephone Company, the end user is not subscribed to his chosen IPIC, the nonrecurring charges in 6.5(M) do not apply to reassign the end user to his chosen IPIC.

(K) (Reserved for Future Use)

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6. MISCELLANEOUS SERVICES (Cont'd)

6.5 IntraLATA Equal Access (Cont'd)

(L) Carrier Desired Due Date (ICDDD) IPIC Installation

An IC or LEC may request a desired due date for IPIC installation for a specific, single end user post equal access conversion. This ICDDD is a mutually agreed upon negotiated due date, determined to be between 3 and 45 business days from the date of receipt of the order. The carrier must coordinate the ICDDD with the Telephone Company prior to sending in the first order.

The ICDDD does not apply to routine lists provided by the carrier. The Nonrecurring Charge for IPIC as set forth in 6.5(M), applies to each line converted to the carrier requesting ICDDD. This charge will be billed to the carrier's end user customer.

(M) Nonrecurring Charge for IntraLATA Primary Interexchange Carrier (IPIC)

The nonrecurring charge for IPIC is as follows:

Per Telephone Company
Local Service Line or Trunk

Nonrecurring
Charge

*

^{*} Refer to Tariff FCC No. 5, Section 6.5(M).

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13. END USER FIA

For Ohio Intrastate application, the following regulations and rates are in lieu of those set forth in Section 13 of Frontier Telephone Companies FCC No. 5.

An Access Recovery Charge will apply to all residence and business services. When the end user's local service is provided by the Telephone Company, the end user will be charged the Access Recovery Charge. When end user local service is provided by a local service provider that resells local service (reseller), the reseller will be charged the Access Recovery Charge.

For service provided as Remote Call Forwarding under the Frontier North Inc. Product Guide, Section 5, the Access Recovery Charge does not apply.

The Access Recovery Charge is not applicable to Lifeline Assistance Services.

Application of the Access Recovery Change is on a per line basis for CentraNet Services.

Rates and Charges:

Monthly Charge

Business, per line/trunk/channel \$3.00

Monthly Charge

Residence, per line \$1.25