Massachusetts

Operator Assisted

Resale Telecommunications Services Tariff

of

# Frontier Communications of America, Inc.

This tariff includes the rates, charges, terms and conditions of service for the provision of switched intrastate telecommunications services by Frontier Communications of America, Inc. ("Frontier") between locations within the State of Massachusetts.

ISSUED: June 26, 2001

**ISSUED BY:** 

Christine Burke, Regional Manager, Regulatory 180 South Clinton Avenue Rochester, New York 14646

## **CHECK SHEET**

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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33	1st*	44.10	Original
34	Original	44.11	Original

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1st Original

## **CHECK SHEET**

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PAGE	<b>REVISION LEVEL</b>	PAGE	<b>REVISION LEVEL</b>
44.12	Original		
44.13	Original		

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ISSUED: June 26, 2001

# SYMBOLS

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (**D**) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (**R**) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

# **APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications services by within the State of Massachusetts.

For services rendered to residential customers, the Company agrees to comply with the requirements as set for in M.D.T.E. 18448, <u>Rules and Practices Relating to Telephone</u> Service to Residential Customers.

## SERVICE AREA MAP

Frontier will provide intrastate service throughout the State of Massachusetts.

ISSUED: June 26, 2001

# TARIFF FORMAT

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

**B.** Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Department is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

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

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

**D.** Check Sheets - When a tariff filing is made with the Department, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Department.

ISSUED: June 26, 2001

EFFECTIVE: July 26, 2001

# SECTION 1 - TERMS AND ABBREVIATIONS

**Aggregator** - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

**Available Usage Balance -** The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commercial Credit Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

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

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

# SECTION 1 - TERMS AND ABBREVIATIONS, Cont'd.

**Debit Account -** An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card -** A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

**Debit Service Call -** A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**Department** - Refers to the Massachusetts Department of Telecommunications and Energy.

**Depletion** - Real time reductions in the Available Usage Balance, based on usage of the customer Debit Account.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Frontier - Used throughout this tariff to refer to Frontier Communications of America, Inc.

**Initial Usage Balance -** The amount of usage on a Debit Account upon issuance and before any depleting call activity.

LATA - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity

# SECTION 1 - TERMS AND ABBREVIATIONS, Cont'd.

M.D.T.E. - Massachusetts Department of Telecommunications and Energy.

**Operator Dialed Surcharge** - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

Personal Identification Number (PIN) - See Authorization Code.

**Renewal -** A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Sponsor -** A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

# **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of Frontier Communications of America, Inc.

Frontier's services and facilities are furnished for communications originating at specified points within the State of Massachusetts under terms of this Tariff. For services rendered to residential customers, the Company agrees to comply with the requirements as set forth in M.D.T.E. 18448, <u>Rules and Practices Relating to Telephone Service to Residential Customers.</u>

Frontier provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Frontier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Frontier services. The Customer shall be responsible for all charges due for such service arrangement. The Company agrees to comply with the state billing requirements of M.D.T.E. 18448.

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

- 2.2 Use
  - **2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
  - **2.2.2** The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

#### 2.3 Limitations of Service

- **2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- **2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

#### 2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by Frontier and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

**ISSUED BY:** 

#### 2.5 Liability of the Company

- **2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- **2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- **2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- **2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.
- **2.5.5** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer.
- **2.5.6** The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Debit Account provided to a Customer before or after the expiration date assigned to each Debit Account.

ISSUED: June 26, 2001

ISSUED BY: Christine Burke, Regional Manager, Regulatory 180 South Clinton Avenue Rochester, New York 14646

#### 2.6 Billing and Payment for Service

## 2.6.1 Payment Arrangements

For services rendered to residential customers, the Company agrees to comply with the requirements as set forth in M.D.T.E. 18448, <u>Rules and Practices Relating to Telephone</u> <u>Service to Residential Customers.</u>

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number (s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Payments for service provided in association with Companyissued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Massachusetts Department of Telecommunications and Energy. Any objections to billed charges or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills or Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of Frontier's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

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#### 2.6 Billing and Payment for Service

#### 2.6.2 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit of up to two months' estimated long distance charges which the Company may apply against overdue charges. Interest on deposits is credited annually, or upon termination of the service, or upon return of the deposit by the Company. The receipt of a deposit does not relieve the Customer from their responsibility to pay bills promptly.

- A. For deposits required of residential Customers, the Company agrees to comply with the requirements as set for in M.D.T.E. 18448, <u>Rules and Practices Relating to</u> <u>Telephone Service to Residential Customers</u>. The rate of interest on deposits of residential customers is 6% per year.
- **B.** For commercial Customers, the amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Department rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. The rate of interest on deposits of business customers is equivalent to the rate paid on two-year U.S. Treasury notes for the preceding twelve months ending December 31 and reported in the most current Federal Reserve Bulletin monthly publication.

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#### 2.6 Billing and Payment for Service, (Cont'd.)

#### 2.6.3 Advance Payments

For Business Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

#### 2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged to business customers on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Massachusetts state law.

#### 2.6.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Massachusetts law and Massachusetts Department of Telecommunications and Energy regulations. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

**ISSUED BY:** 

#### 2.6 Billing and Payment for Service, Cont'd.

#### 2.6.6 Billing Dispute

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll free number: 1-800-727-1653.
- .4 Customers who are not satisfied with the Company's resolution of disputed charges for intrastate calls have the right to appeal to the M.D.T.E.at the following address:

Massachusetts Department of Telecommunications & Energy One South Station Boston, Massachusetts 02110 (617) 350-3540

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## 2.7 Taxes and Fees

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

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#### 2.8 Refunds or Credits for Service Outages or Deficiencies

## 2.8.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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

## 2.8.2 Inspection, Testing and Adjustment

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

ISSUED: June 26, 2001

**ISSUED BY:** 

#### 2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

## 2.10 Refusal or Discontinuance by Company

**2.10.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Frontier will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

#### 2.10 **Refusal or Discontinuance by Company**

**2.10.2** Refusal or discontinuance of service to residential customers will be in accordance with M.D.T.E. 18448, <u>Rules and Practices Relating to Telephone Service to Residential Customers</u>.

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the business Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency and Residential Customers shall be given fifteen (15) days notice, with a final notice by Certified Mail five (5) days prior discontinuance.

- **A.** For nonpayment of undisputed charges.
- **B**. For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- **C**. For use of telephone service for any purpose other than that described in the application.
- **D.** For neglect or refusal to provide reasonable access to Frontier or its agents for the purpose of inspection and maintenance of equipment owned by Frontier or its agents.
- **E.** For noncompliance with or violation of Department regulation or Frontier's rules and regulations on file with the Department.
- **F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Frontier's equipment or service to others.

#### 2.10 Refusal or Discontinuance by Company, Cont'd.

## 2.10.2 Cont'd.

- **G.** Without notice in the event of tampering with the equipment or services owned by Frontier or its agents.
- **H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Frontier may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- **J.** With proper notice when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- **K.** With proper notice when the established expiration date of the Debit Account is reached.

#### 2.11 Cost and Repair

The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

#### 2.12 Interconnection

Service furnished by Frontier may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Frontier's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

## 2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Frontier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

(D)

## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

#### 3.1 General

The Company provides direct dialed (1+), toll-free and operator assisted services for communications originating and terminating within the State of Massachusetts. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed using the Company's service. Charges may vary by service offering, mileage band, class of call, time of day, day of week, calling volume and/or call duration. Customers are billed based on their use of the Company' services and network. No installation charges apply.

#### **3.2** Timing of Calls

Billing for calls placed over the Frontier network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- **3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** The initial and additional billing increments are stated in the description of each service.
- **3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

#### 3.3 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to, but not including

## 3.4 Holidays

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period rate unless a lower rate would normally apply.

New Year's Day Independence D	•	Labor Day Thanksgiving Day	Christmas Day**
** _	11	•	Holiday rate applies to calls placed

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#### 3.5 Mileage Calculation

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Subscriber or Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

**ISSUED BY:** 

#### **3.6** Miscellaneous Rates and Charges

## 3.6.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call: \$0.47 (I)

ISSUED: December 8, 2003

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: January 7, 2004

#### **3.7 Operator Services**

Operator Services are offered to Customers. Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- **3.7.1** Operator services may be used by the presubscribed Customer and by the Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Person-to-Person, Collect, and/or Third-Party calls.
- **3.7.2** Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided.
- **3.7.3** The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 3.7.8 below.
- **3.7.4** The fixed service charge portions of the charge for an Operator Assisted Call is set forth in Sections 3.7.9 below.
- **3.7.5** The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

#### **3.7** Operator Services, (Cont'd.)

- 3.7.6 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 3.7.7 The Aggregator is responsible for payment of the Company's charges for all calls placed (D) from the Aggregator's Premises except for Collect, Third Party, and credit card calls. The credit card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a credit card or a telephone line number, respectively.
  (D) (D)
- **3.7.8** The Aggregator is required to post the OSP consumer information materials at all traffic aggregator locations. Violations of this provision could result in disconnections of the Aggregator's service. OSP consumer information includes the following:
  - 1. The name, address, and toll-free telephone number of the provider of operator services; and
  - 2. A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
  - 3. The name and address of the enforcement division of the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
  - 4. Any other information required by state or federal regulatory agencies or law.

\$0.59

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Cont'd.

# 3.7 **Operator Services,** (Cont'd.)

# **3.7.9** Per Minute Usage Charges

Per Minute Rate

# 3.7.10 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

	<u>Per Call</u>	(D)
Customer Dialed & Operator Assisted	\$5.50	
Customer Dialed - Operator Must Assist	\$4.95	(D)

Operator Station Billed Collect Billed to Third Party	<u>Automated</u> \$4.99 \$4.99	<b>Operator</b> <u>Assisted</u> \$5.50 \$9.99
Person-to-Person All Billing Methods	\$9.99	\$9.99
Pay Telephone Surcharge	\$0.26	

# **3.8 Busy Line Verification and Interrupt**

Busy Line Verification and Interrupt services are offered in areas where the service may be obtained from the local exchange carrier.

With Busy Line Verification (BLV), the Company operator will contact the LEC operator to determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

Busy Line Interrupt (BLI) allows the Company operator to contact a LEC operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the Company operator will contact the LEC operator, who will interrupt the busy line and inform the called party that there is a call waiting from the caller. The LEC operator will not complete the call, but will only inform the called party of the request. If the call is released the Company operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

# **3.8.1 Busy Line Interrupt Charges:**

a.	Busy Line Verification, per request	\$6.50
b.	Busy Line Interrupt, per request	\$6.50

# 3.9 Frontier One

Frontier One is a non-distance sensitive, outbound, flat rated switched service option. Frontier One Customers may originate an intrastate call by dialing 1 plus an area code (where necessary) and the desired telephone number.

(D) (D)

# 3.9.1 Rate Structure

Frontier One Service is non-distance sensitive, flat rated 24 hours a day, seven days a week service.

The Customers total monthly use of Frontier One service is charged at the per minute rate set forth Section 3.9.2 of this tariff. Frontier One calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded to the next whole increment.

# 3.9.2 Usage Rates

The Following per minute usage rates apply to all calls under Frontier One (including Company recognized holidays):

<b>Day</b>	Evening/Night	<b>Weekend</b>
\$0.1500	\$0.1500	\$0.1500

# **3.9** Frontier One (Cont'd.)

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ISSUED: November 1, 2011

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: December 15, 2011

## 3.10 HomeSaver

HomeSaver is a two-way switched access service offered only in conjunction with Frontier's interstate HomeSaver service, wherein customers are provided with mileage based per minute rates for both inbound (800) and outbound (1+) service. HomeSaver customers may be billed directly or via their credit card for intrastate and interstate calls that terminate to the customer's HomeSaver station, and are billed to the called party rather than the call originators. HomeSaver customers may originate outbound intrastate calls by dialing 1 plus an area code and the desired telephone number or by dialing 101XXXX and then the area code and the desired telephone number.

# 3.10.1 Rate Structure

The customer's total monthly use of HomeSaver service is charged at the applicable rates per minute and service hours set forth in Section 3.10.3. Calls are rated based upon the length of call, the distance between the originating and terminating locations of each call and time of day. HomeSaver outbound calls are billed in one minute increments, with a one minute minimum for each call. HomeSaver inbound (800) calls are billed in six second increments with a one minute per call minimum. Any fraction of an increment is rounded up to the next whole increment.

**ISSUED BY:** 

# **3.10** HomeSaver (Cont'd.)

3.10.2

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3.10.3 Rates

 HomeSaver (1+)
 DAY \$0.2500 per minute
 EVENING/NIGHT/ WEEKEND \$0.1000 per minute
 HomeSaver (800)
 DAY \$0.2400 per minute
 EVENING/NIGHT/ WEEKEND \$0.1900 per minute

ISSUED: November 1, 2011

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: December 15, 2011

3.10 HomeSaver (Cont'd.)

3.10.3 Rates (cont'd.)

(D)

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ISSUED: November 1, 2011

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646

# 3.11 Clear Value

Clear Value is a long distance service which provides customers with single per minute rates for both their inbound (800) and outbound (1+) usage. Clear Value customers may originate outbound calls by dialing 1 plus an area code and the desired telephone number. Inbound calls are originated to the Clear Value customer's designated location by users dialing 1 plus the Clear Value customer's 800 telephone number. Clear Value calls are based on the length of the call and the time of day.

# 3.11.1 Rate Structure

The customer's Clear Value service is charged at the applicable rates per minute set forth in Section 3.11.4 based on the Clear Value product option selected. Clear Value switched customers 1+, 800 and Multipoint 800 option calls are billed in six second increments, with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. Clear Value dedicated access 1+ and 800 calls are billed in six second increments, with an eighteen second minimum for each call. Clear Value customers who make long distance calls through Access, are billed in one minute increments with a one minute minimum at the per minute and per call rates set forth in Section 3.11.4. Any fraction of an increment is rounded up to the next whole increment.

Christine Burke, Regional Manager, Regulatory 180 South Clinton Avenue Rochester, New York 14646

# 3.11 Clear Value (Cont'd.)

# 3.11.2 Available Plans

Clear Value customers may subscribe to one of seven (7) mutually exclusive Clear Value service options: Clear Value month to-month (MTM); Product One Term Plan I, Term Plan II, Term Plan IV, Term Plan V, or Term Plan VI. For each Clear Value term plan option, an Clear Value customer must commit to a one year (12 month) two year (24 month) or three year (36 month) term agreement. Clear Value customers electing either a two or three year term plan agreement will receive one of the applicable per minute discount off of the base one year term plan rates. The applicable per minute discounts are set forth in Section 3.11.4.A. Clear Value customers may elect either a switched or dedicated access option (or both) for Term Plans III, IV, V or VI. Term Plans II, V and VI may only use switched access in conjunction with a dedicated access option. The MTM options are only available on a switched access basis. Clear Value customers electing a dedicated access option will be billed by their local exchange carrier or alternative access provider for all monthly and non-recurring charges associated with the dedicated access facilities required to access Clear Value services.

# 3.11.3 Term Options

Clear Value Term Plan options will automatically renew for successive periods of one year unless the Clear Value Term Plan customer notifies Frontier in writing before the end of the term that the Term Plan customer intends to terminate the agreement at the completion of the current term. There is a monthly minimum usage level (MMUL) for each term plan option, as set forth set forth in Section 3.11.4. Beginning with the customer's second invoice, and or the remaining months of any term plan commitment, the customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. A monthly termination fee, equal to the MMUL of the term plan that the Clear Value customer is subscribing to, will be assessed per month for each of the remaining months in the current term after a Clear Value customer terminates service prior to the completion of the current term of service.

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# 3.11 Clear Value (Cont'd.)

### 3.11.4 Rates

1. Clear Value 1+ and 800 Calls - Switched Access

The following per minute rates are applicable to Clear Value 1+ and 800 calls, for each month-to-month and term plan option, as indicated below:

	Month-to-Month	Term Plan I
Business Hour Rate	\$0.1650/minute	\$0.1450/minute
Off Hour Rate	\$0.1650/minute	\$0.1450/minute
IntraLATA	\$0.0900/minute	\$0.0700/minute
Length of Term	None	One year
Usage Level (MMUL) Commitment	None	\$100.00/month

	Term Plan II	Term Plan III
Business Hour Rate	\$0.1425/minute	\$0.1400/minute
Off Hour Rate	\$0.1425/minute	\$0.140/minute
IntraLATA	\$0.0675/minute	\$0.0650/minute
Length of Term	One year	One year
Usage Level (MMUL) Commitment	\$750.00/month	\$2,000.00/month

**ISSUED BY:** 

Christine Burke, Regional Manager, Regulatory 180 South Clinton Avenue Rochester, New York 14646

# 3.11 Clear Value (Cont'd.)

# **3.11.4** Rates (cont'd.)

2. Clear Value 1+ and 800 Calls - Switched Access (cont'd.)

	Term Plan IV	Term Plan V
Business Hour Rate	\$0.1375/minute	\$0.1375/minute
Off Hour Rate	\$0.1375/minute	\$0.1375/minute
IntraLATA	\$0.0625/minute	\$0.0625/minute
Length of Term	One year	One year
Usage Level (MMUL) Commitment	\$5,000.00/month	\$10,000.00/mont h

	Term Plan VI
Business Hour Rate	\$0.1375/minute
Off Hour Rate	\$0.1375/minute
IntraLATA	\$0.0625/minute
Length of Term	One year
Usage Level (MMUL) Commitment	\$20,000.00/month

Additional Per Minute Discount for Two Year Commitment versus One Year Commitment: \$0.0025/minute

Additional Per Minute Discount for Three Year Commitment versus One Year Commitment: \$0.0050/minute

ISSUED: June 26, 2001

ISSUED BY: Christine Burke, Regional Manager, Regulatory 180 South Clinton Avenue Rochester, New York 14646

# 3.11 Clear Value (Cont'd.)

### **3.11.4 Rates (cont'd.)**

# 1. Clear Value 1+ and 800 Calls - Dedicated Access

The following per minute rates are applicable to Clear Value 1+ and 800 calls, for term plan option, as indicated below:

	Term Plan II	Term Plan III	
Business Hour Rate	\$0.0925/minute	\$0.0900/minute	
Off Hour Rate	\$0.0925/minute	\$0.0900/minute	
IntraLATA	\$0.0550/minute	\$0.0550/minute	
Length of Term	One Year	One Year	
Usage Level (MMUL) Commitment	\$750/month	\$2,000/month	

	Term Plan IV	Term Plan V
Business Hour Rate	\$0.0875/minute	\$0.0850/minute
Off Hour Rate	\$0.0875/minute	\$0.0850/minute
IntraLATA	\$0.0550/minute	\$0.0550/minute
Length of Term	One Year	One Year
Usage Level (MMUL) Commitment	\$5,000/month	\$10,000/month

Christine Burke, Regional Manager, Regulatory 180 South Clinton Avenue Rochester, New York 14646

#### 3.11 Clear Value (Cont'd.)

### **3.11.4** Rates (cont'd.)

2. Clear Value 1+ and 800 Calls - Dedicated Access (cont'd.)

	Term Plan VI
Business Hour Rate	\$0.0825/minute
Off Hour Rate	\$0.0825/minute
IntraLATA	\$0.0550/minute
Length of Term	One Year
Usage Level (MMUL) Commitment	\$20,000/month

Additional Per Minute Discount for Two Year Commitment versus One Year Commitment: \$0.0025/minute

Additional Per Minute Discount for Three Year Commitment versus One Year Commitment: \$0.0050/minute

Clear Value Multipoint \_ 800 Option calls will be charged at the following minute rates:

BUSINESS HOURS	\$0.2100
OFF HOURS	\$0.2100

ISSUED: June 26, 2001

3.11 Clear Value (Cont'd.)

3.11.4 Rates (cont'd.)

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ISSUED: November 1, 2011

ISSUED BY:

Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: December 15, 2011

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3.11 Clear Value (Cont'd.)

3.11.4 Rates (cont'd.)

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ISSUED: November 1, 2011

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646

# 3.12 Reserved For Future Use

(D)

ISSUED: November 1, 2011

ISSUED BY:

Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646

#### 3.12 Reserved For Future Use

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### 3.13 Frontier VIP

Frontier VIP Standard and VIP Plus are long distance services that provide Customers with single per minute rates for both their inbound (8XX) and outbound (1+) switched and dedicated usage. VIP Standard and VIP Plus are offered dependent upon the availability of Carrier capability.

# 3.13.1 Rate Structure

Frontier VIP switched calls are non-distance sensitive, flat-rated, twenty-four (24) hours a day, seven days a week.

ISSUED: November 1, 2011

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646

### **3.13** Frontier VIP (Cont'd.)

### **3.13.2 Usage Charges**

Customers may subscribe to Frontier VIP Standard and VIP Plus switched and dedicated service on either a Month-to-Month, one, two or three year Term Plan. The Customer's total monthly usage of Frontier VIP is charged at the applicable per minute rates set forth in Flexible Rate Schedule of this tariff. Frontier VIP switched inbound (8XX) and outbound service is billed in six-second increments, with an eighteen-second minimum for each call. Any fraction of an increment is rounded up to the next whole increment. To calculate rounding, the raw usage charge for the call is calculated as the call duration (minimum plus fractional duration) multiplied by the 4-digit (\$0.XXXX) rate value. That amount is then rounded up or down to the nearest whole cent.

Subscribers to VIP Standard and VIP Plus term plan service will be eligible to receive discounts on domestic 1+ and domestic Toll-Free calls. Applicable discounts are based on total monthly (domestic) usage for the respective service. VIP Standard total usage does not include the local services of affiliated ILECs with a billing and collection agreement with the Carrier, while VIP Plus total usage does include these local services. All discount credits will be applied against the customer's interstate usage. Applicable discounts are set forth in Flexible Rate Schedule of this tariff. Subscribers to Frontier VIP Term Plan services will receive a percent discount off the switched or dedicated Term Plan base rate, based on the Term Plan selected. The Volume Discount Levels and applicable discounts are specified in Flexible Rate Schedule of this tariff.

(N)

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#### ISSUED: February 21, 2003

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: March 24, 2003

### 3.13 Frontier VIP (Cont'd.)

#### **3.13.2** Usage Charges (cont'd.)

Applicable discounts are set forth in the Flexible Rate Schedule. Subscribers to a VIP Term Plan services will receive a percent discount off the Term Plan base rate, based on the Term Plan and Volume Discount Levels. The Volume Discounts Levels and applicable percent discounts are specified in the Flexible Rate Schedule.

Frontier VIP Standard Term Plans will automatically renew for successive twelve (12) month periods unless the Customer notifies the Carrier in writing before the end of their current term of their intention to terminate the agreement at the completion of the term. Frontier VIP Plus Term Plans will default to VIP Standard month-to-month plans if not renewed. Customers electing to continue receiving service without renewing their current term commitment will automatically revert to the respective switched current effective base rate.

A termination fee, equal to the Number of lines cancelled x number of months remaining on the contract x \$25.00, will be assessed when a VIP Standard or VIP Plus Customer terminates service prior to the completion of the then current term. For a dedicated service customer the "number of lines" is equal to the number of channels (i.e., a T1 loop would constitute 24 lines).

Frontier VIP may be applied at the parent or child account levels. (Allowing different child accounts to have different long distance products). For customers with VIP Plan at the parent account level, all qualified billing rolls up to the parent to determine total monthly billing and the appropriate "super-volume" discount level for that month. Child account discounting will be applied based on the higher (parent or child) VIP Plan term and "total volume" discount. Discounts will be shown per call type at the account level on billing statements.

(N)

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Cont'd.

### **3.13** Frontier VIP (Cont'd.)

# **3.13.3** Ancillary Services

An additional \$1.99 per call surcharge will be assessed on all calls placed for intrastate Directory Assistance.

### 3.13.4 Usage Rates

### A. VIP Standard - Dedicated Term Plan Discounts

- 1. InterLATA 1+ Outbound
  - \* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	Discount	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

ISSUED: November 1, 2011

ISSUED BY:

Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646

# 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

### A. VIP Standard - Dedicated Term Plan Discounts

2. InterLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	Discount	Discount	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

ISSUED: February 21, 2003

ISSUED BY: Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: March 24, 2003

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### 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

# A. VIP Standard - Dedicated Term Plan Discounts (cont'd.)

3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

### 4. IntraLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	Discount	Discount	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

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# SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Cont'd.

### 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

### **B.** VIP Plus - Dedicated Term Plan Discounts

1. InterLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

### 2. InterLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	<b>Discount</b>	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

(N)

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Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646

(N)

### SECTION 3 - SERVICE DESCRIPTIONS AND RATES, Cont'd.

### 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

#### **B.** VIP Plus - Dedicated Term Plan Discounts (cont'd.)

3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0803

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	<b>Discount</b>	Discount	Discount	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

#### 4. IntraLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0803

MTM 1 Year 2 Year 3 Year Total Billing Discount Discount Discount Discount <\$100 0.00% 2.00% 4.00% 6.00% \$100 1.40% 3.40% 4.00% 6.00% \$300 2.00% 4.00% 6.00% 20.00% \$500 4.00% 6.00% 8.00% 22.67% \$1,000 7.00% 18.00% 23.00% 38.70% \$2,500 10.00% 21.00% 26.00% 41.30% \$5,000 13.00% 23.00% 28.00% 42.80% \$10,000 15.00% 25.00% 30.00% 44.00%

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### 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

### C. VIP Standard - Switched Term Plan Discounts

1. InterLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<u>Discount</u>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

2. InterLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	Discount	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

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### 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

# C. VIP Standard - Switched Term Plan Discounts (cont'd.)

3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	Discount	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

# 4. IntraLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	<b>Discount</b>	<u>Discount</u>	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	7.00%	18.00%	23.00%	38.70%
\$5,000	7.00%	18.00%	23.00%	38.70%
\$10,000	7.00%	18.00%	23.00%	38.70%

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### 3.13 Frontier VIP (Cont'd.)

# 3.13.4 Usage Rates (cont'd.)

### D. VIP Plus - Switched Term Plan Discounts

1. InterLATA - 1+ Outbound

				\$0.0900
* Base Rate (N	Month-to-N	/Ionth and	Term):	
	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	<b>Discount</b>	Discount	<b>Discount</b>	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

### 2. InterLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

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### 3.13 Frontier VIP (Cont'd.)

3.13.4 Usage Rates (cont'd.)

### D. VIP Plus - Switched Term Plan Discounts (cont'd.)

3. IntraLATA - 1+ Outbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
<u>Total Billing</u>	Discount	Discount	Discount	Discount
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

# 4. IntraLATA - Toll Free Inbound

\* Base Rate (Month-to-Month and Term): \$0.0900

	MTM	1 Year	2 Year	3 Year
Total Billing	<b>Discount</b>	Discount	Discount	<b>Discount</b>
<\$100	0.00%	2.00%	4.00%	6.00%
\$100	1.40%	3.40%	4.00%	6.00%
\$300	2.00%	4.00%	6.00%	20.00%
\$500	4.00%	6.00%	8.00%	22.67%
\$1,000	7.00%	18.00%	23.00%	38.70%
\$2,500	10.00%	21.00%	26.00%	41.30%
\$5,000	13.00%	23.00%	28.00%	42.80%
\$10,000	15.00%	25.00%	30.00%	44.00%

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ISSUED BY:

Director of Regulatory 180 South Clinton Avenue Rochester, New York 14646 EFFECTIVE: March 24, 2003

# **3.11** Directory Assistance

Directory Assistance is available to Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

No charge applies for directory assistance calls from residential presubscribed accounts or pay telephones. Each business account will receive ten (10) direct dialed calls to directory assistance for each business line or trunk presubscribed to the Company's service. Directory assistance requests for telephone numbers which are nonlisted or nonlisted and nonpublished are exempt from the charge and shall not be included in the ten call allowance.

Single line business or residence exchange lines may be registered for exemption with the Carrier in those instances when one of the users of the line is legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35, No. 126. Exchange lines of the Commonwealth of Massachusetts and its political subdivisions are also exempt from directory assistance charges.

Per call charge:	\$1.99	$(\mathbf{I})$
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ISSUED: April 1, 2003

# **SECTION 4 - CONTRACTS AND PROMOTIONS**

### 4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to three (3) months. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

### 4.2 **Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. Promotions are subject to the prior approval of the M.D.T.E. Special offerings will not exceed a period of one (1) year.