

FRONTIER TELEPHONE OF ROCHESTER, INC.
P.S.C. NO. 5 - TELEPHONE
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4 PUBLIC SERVICES

4.1 Universal Emergency Telephone Number Service

4.1.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of the Telephone Company's central office and trunking facilities whereby any 911 dialed calls routed to the Telephone Company's central offices will reach the emergency report center for the telephone from which the number is dialed or will be routed to the Telephone Company's operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, an end user who dials the number 911 will be routed to the Telephone Company's operator. End users are not charged for calls to the 911 number. Calls will be routed to only one emergency report center per central office.

4.1.2 Terms and Conditions

- a. The service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public.
- b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the agency. However, if the agency is unable to provide this service, R-Net operator will intercept and forward the request for emergency aid for a period of at least one year.
- c. The determination of the public safety agencies which participate in a 911 service and the control and staffing of the emergency report center shall be the responsibility of the County; provided, however, that at least one of the participating public safety agencies shall be a law enforcement agency.
- d. 911 service is furnished for receipt of incoming calls only.
- e. The Telephone Company will recommend to the County adequate capacity for the service. A sufficient capacity should be ordered in order to handle adequately the incoming calls.
- f. The service is furnished with the understanding that the County shall provide assistance on all emergency calls from the public, or secure or attempt to secure the assistance of the appropriate serving agency.
- g. One monthly bill shall be rendered for the service to the County. The bill will not be prorated among participating agencies.
- h. Other network providers must assure appropriate routing of all 911 calls.

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4.1 Universal Emergency Telephone Number Service (Cont'd)

4.1.3 Conditions of Furnishing Service

The furnishing of this service shall not create any liability, direct or indirect, to any person who dials the number 911, or for whose benefit the number 911 is dialed.

4.1.4 Rates and Charges

- a. Lines between emergency report center and serving central office will be charged at tariffed rates for business auxiliary lines or additional trunks.

4.2 Enhanced Universal Emergency Telephone Number Service

4.2.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any 911 dialed calls, including calls originating from Text Telephones, routed to the Telephone Company's central offices will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Telephone Company's serving area within the County and elsewhere in the serving area subject to the availability of stored program control central office facilities. End users are not charged for calls to the 911 number.

4.2.2 Terms and Conditions

- a. The E911 Call Delivery System furnished in the Counties served by the Telephone Company is for the specific use of those Counties.
- b. In addition to the following, the County is subject to the provisions of Paragraph 4.2.2 a. through 4.2.2.g., inclusive. of this Section.
- c. All installations of E911 Service must serve the total number of access lines within the jurisdiction of the municipalities which are within the Telephone Company's serving area and whose 911 calls are routed to the Telephone Company's central offices.
- d. This Tariff provides for the normal inspection and monitoring of facilities to discover errors, defects or malfunctions in the service. However, the County shall make such operational tests as in the judgment of the County are required to determine whether the system is functioning properly for its use. The County shall promptly notify the Telephone Company in the event the service is not functioning properly. The Maintenance Service Charge will apply when a repair visit to the County's premises determines that the trouble is a result of County or end user provided equipment.

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4.2 Enhanced Universal Emergency Telephone Number Service (Cont'd)

4.2.2 Terms and Conditions (Cont'd)

- e. E911 information consisting of the names, addresses and telephone numbers of end users whose listings are not published in directories or listed in Directory Assistance Offices, is confidential. Information will be provided on a call by call basis only for the purposes of responding to an emergency call in progress.
- f. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number and address associated with the originating station location are furnished to the PSAP.
- g. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Telephone Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of E911 Service. The County agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of R-Net's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Telephone Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the County, any end user, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the County, any end user, or others. The Customers, Counties and end users also agree to release, indemnify, defend and hold harmless the Telephone Company from any claim of infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of E911 Service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 Service hereunder, and which arise out of the negligence or other wrongful act of the County, its users, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Telephone Company, its employees or agents.

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4 PUBLIC SERVICES

4.2 Enhanced Universal Emergency Telephone Number Service (Cont'd)

4.2.2 Terms and Conditions (Cont'd)

g. (Cont'd)

The Telephone Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits or any liability, whether suffered, made, instituted or asserted by the County, any end user, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the County, any end user or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment, facilities and service or by any service furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 Service hereunder, and which arise out of the negligence or other wrongful act of the County, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Telephone Company, its employees or agents.

- h. Serving boundaries of the Telephone Company and political subdivision boundaries may not coincide. In the event that the Customer does not subscribe to Selective Routing, it is the County's obligation to make arrangements to handle all E911 calls that originate from telephones served by Central Offices in the Telephone Company's service area whether or not the calling telephone is situated on property within the geographical boundaries of the County's public safety jurisdiction.

It is the obligation of the County to arrange for the handling of E911 calls that originate outside the Telephone Company's serving area but within the geographical boundaries of the County's public safety jurisdiction.

- i. Other network providers must assure appropriate routing of all 911 calls. In addition, other network providers must provide the County with up-to-date location information for each telephone number from which 911 calls are routed.

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4 PUBLIC SERVICES

4.2 Enhanced Universal Emergency Telephone Number Service (Cont'd)

4.2.2 Terms and Conditions (Cont'd)

- j. When the Selective Routing feature is provided, the County is responsible for identifying appropriate locations as well as the combinations of police, fire, ambulance or any other appropriate agencies of the County responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided by the Telephone Company for each unique combination. The County will associate these ESN's with street address ranges. These ESN's will be maintained in the Data Management System to permit routing of E911 calls to the appropriate PSAP responsible for handling of calls from each telephone in the E911 serving area. The following terms define the County's responsibility in providing this information:

Initial and subsequent ESN assignments by street name, address range and area shall be furnished by the County to the Telephone Company.

After establishment of service, it is the County's responsibility to continue to verify the accuracy of and to advise the Telephone Company of any changes as they occur 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 villages or any other similar matter that may affect the routing of E911 calls to the proper PSAP.

k. Extraordinary Mileage

1. Extraordinary Mileage is determined by calculating the remainder resulting from the subtraction of "b" from "a", as defined below.
 - a. The interoffice mileage, on a per trunk basis, from each end office to the nearest control office, and from the control office to the central office which services the PSAP. A control office is defined as the point of selective routing.
 - b. The interoffice mileage, on a per trunk basis from each end office to the central office service the County seat and from the central office serving the County seat to the central office which serves the PSAP.
2. Extraordinary Mileage applies, except where a common E911 system serves more than one county.
3. The Extraordinary Mileage exclusion of the E911 tariff does not apply to Inter-LATA trunking.

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4 PUBLIC SERVICES

4.2 Enhanced Universal Emergency Telephone Number Service (Cont'd)

4.2.2 Terms and Conditions (Cont'd)

I. Rates and Charges

Existing tariff rates and charges apply for: all associated exchange service, private line service including mileage charges (excluding Extraordinary Mileage) and any specific equipment that may be associated with E911 Service.

Calls that are transferred over exchange facilities from a PSAP are charged at standard tariff rates applicable to station-to-station calls from the PSAP serving central office to the termination point of the transfer.

4.2.3 Extract of Database

As part of their initial setup, a new customer is provided with one extract of their customers' records that are within the E911 database free of charge. After that time, a charge for each extract, regardless of frequency will be charged. The Telephone Company will determine the format in which the extract will be provided to the Customer, with consideration being given to their preference.

Only customers of the requesting carrier will be provided or customers within the requesting counties jurisdiction.

The Customer will need to provide Frontier/Citizens with the following information in order for their request to be processed:

- The requested date of the extract.
- Which company the extract is for.
- The company's NENA ID that is making the request.
- Their billing address.
- A billing inquiry contact person.

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4 PUBLIC SERVICES

4.3 Universal Non-Emergency Telephone Number Service

4.3.1 General

Universal Non-Emergency Telephone Number Service (311 Service) is an arrangement of the Telephone Company central office and trunking facilities whereby any telephone user in the service area who dials the number 311 will reach the emergency report center that corresponds to the telephone from which the number is dialed.

4.3.2 Definitions

Automatic Location Identification (ALI): The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarding to the Public Safety Answering Point (PSAP) for display. Additional numbers with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI): The calling party's ANI telephone number is forwarded to the 311 Control Office and to the PSAP's Display and Transfer Units.

Data Management System (DMS) A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and the Automatic Location Identification (ALI) features.

End Office: The Central Office (s) in the 311 system for which 311 calls are originating.

Master Street Address Guide (MSAG): A list of all street and address ranges in a specific geographic area (Subscribing Governmental Agency).

Public safety answering Point (PSAP)- An answering location for 311 calls originating in a given area. PSAPs are staffed by employees of service agencies such as police, fire or emergency medical or employees of a common bureau serving a group of such entities, and not be agents or employees of the Telephone Company.

Selective Routing (SR): A feature that routes a 311 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

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4 PUBLIC SERVICES

4.3 Universal Non-Emergency Telephone Number Service (Cont'd)

4.3.3 Regulations

- a. 311 service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of non-emergencies by the public.
- b. The determination of the public safety agencies which participate in a 311 service and the control and staffing of the non-emergency report center shall be the responsibility of the end user; provided, however that at least one of the participating public safety agencies shall be a law enforcement agency.
- c. When a customer places a call to 311, ALI information including address will be given to Public Safety answering point.
- d. 311 service is furnished for receipt of incoming calls only.
- e. The Telephone Company will recommend to the subscriber adequate trunking and equipment for the service. A sufficient number of lines and sufficient answering equipment should be subscribed for in order to adequately handle the incoming calls.
- f. Sufficient personnel should be provided by the subscriber to adequately handle the incoming calls 24 hours a day.
- g. Other exchange service shall be subscribed to at the same location as the emergency report center for administrative purposes, for the placing of outgoing calls.
- h. 311 information consisting of the names, addresses, and telephone numbers of telephone customers whose listing are not published in directories, or listing in Directory Assistance Offices, is confidential. Information will be provided on a call by call basis only for the purposes of responding to a call.
- i. All installations of 311 must serve the total number of main stations within the jurisdiction of the municipality which are within the serving area of the Telephone Company.
- j. This tariff provides for the normal inspection and monitoring of facilities to discover errors, defects or malfunctions in the service. The Dispatch Fee will apply when a repair visit to the customer's premises determines that the trouble is a result of customer owned and maintained equipment.

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4 PUBLIC SERVICES

4.3 Universal Non-Emergency Telephone Number Service (Cont'd)

4.3.3 Regulations (Cont'd)

- k. The 311 calling party, by dialing 311, waives the privacy afforded by the non-listed and non-published service to the extent that the telephone number and address associated with the originating station location are furnished to the PSAP.
- l. This service is offered solely as an aid in handling assistance calls in connection with non-emergencies for fire and police. The Telephone Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused or claimed to be caused, directly or indirectly by the use of 311 Service. The customer agrees, except where the events, incidents, or eventualities set forth in this sentence are the results of the Telephone Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Telephone Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The customer also agrees to release, indemnify, defend and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 311 service features and the equipment associated therewith, or by any service furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 311 Service hereunder, and which arise out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them, or, which arise out of the negligence, other than gross negligence or willful misconduct, of the Telephone Company, its employees or agents.
- m. Serving boundaries of the Telephone Company and political subdivision boundaries may not coincide. It is the obligation of the customer to arrange for the handling of 311 calls that originate outside the Telephone Company's serving area but within the geographical boundaries of the customer's public safety jurisdiction.

4.3.4 Rates and Charges

Rates for 311, non-emergency service will be provided on an individual case basis.

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4 PUBLIC SERVICES

4.4 New York Relay Service

4.4.1 General

As an additional service to customers with impaired hearing or speech, the Company will participate in the New York Relay Service contingent on the following regulations:

The Company will provide access to the Telecommunications Relay Service (TRS), pursuant to an agreement with the designated TRS provider for the State of New York. The service permits telephone communications between hearing and/or speech impaired people who must use Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and other telephone users. Calls made through the New York Relay Service will be routed to the Relay Center of the TRS provider for the State of New York by dialing an 800 number or 711 for some services. At the New York Relay Service Center, a specially trained Operator, makes the connection between the two callers and facilitates the call. A specific 800 number has been designated for both impaired and non-impaired customers to use. These numbers are available through the business office.

Beginning April 1, 2001, New York Relay Service customers who use a text telephone (TTY) will have the ability to communicate with the following voice users new enhanced services:

- **Spanish to Spanish Relay Service:** Spanish speaking and TTY users of the Relay service may now call an 800 to access specially trained operators to facilitate calls in Spanish;
- **Speech to Speech Relay:** Individuals with Speech Disabilities may now access specially trained Relay operators to facilitate calls between consumers with speech disabilities and others by dialing an 800 number;
- **Pay per Call Services:** Relay users who wish to access Pay per call services may do so by calling a 900 number. This number will access a New York State Relay operator, who will then complete the request pay per call service. Relay users will not incur a charge for the call to the relay service, but will incur charges from the pay per call provider; and

Turbo Code™: Relay users who have specially equipped TTY machines now have the ability to transmit TTY text at up to 110 words per minute.

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4 PUBLIC SERVICES

4.4 New York Relay Service (Cont'd)

4.4.2 Terms and Conditions

- a. Each call to the New York Relay Service is handled in strict confidence.
- b. The Relay Operator has been trained to help conversations flow accurately and easily
- c. There is no limit on the number of times you may use the service, and there is no cost.
- d. The following calls may not be placed using the Relay Service:
- e. Only intrastate calls can be completed using the New York Relay Service.
- f. The New York Relay Center is operational 24 hours a day, seven days a week.
- g. Charges for calls placed through the Relay Center will be billed as Direct Distance Dialed (DDD) from the point of origination to the point of termination. The actual routing of the call is independent from what is billed.
- h. Calls made using the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or TRS provider.
- i. The following calls may not be placed using the Relay Service:
 1. calls to informational recordings and group bridging services;
 2. calls to time or weather recording messages;
 3. operator handled conference service and other teleconference calls; and
 4. calls from coin telephones when the payment method is coins.
- j. Local calls using New York Relay Service will be completed at no charge when calling from a pay telephone. Toll calls using a calling card can be made from a pay telephone with charges being the same or less than if paid with coin. Pre-paid cards can also be used (check with your card provider regarding costs).

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4.4 New York Relay Service (Cont'd)

4.4.3 Liability

Under the agreement reached with the TRS provider for the State of New York, that provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer agrees, to release, defend and hold the Company harmless for, all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person.