

February 23, 2021

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

P-0097281-AEL-3/1/21

In re: PaPUC Docket No. ~~P-009871281~~
Joint Petition of Commonwealth Telephone Company LLC d/b/a Frontier
Communications Commonwealth Telephone Company; Frontier Communications
of Breezewood, LLC; Frontier Communications of Canton, LLC; and Frontier
Communications of Pennsylvania, LLC, For Expansion of Eligible
Telecommunications Carrier Status to Include Additional Census Blocks

Dear Secretary Chiavetta:

We are counsel to Commonwealth Telephone Company LLC d/b/a Frontier
Communications Commonwealth Telephone Company; Frontier Communications of
Breezewood, LLC; Frontier Communications of Canton, LLC; and Frontier Communications of
Pennsylvania, LLC in the above matter and are submitting with this letter, via electronic filing,
their Responses to Staff Data Requests.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By 

Thomas T. Niesen

cc: Tiffany L. Tran, Assistant Counsel (via email, w/encl.)
Theresa Mingarell, BCS, (via email, w/encl.)
Frederick Thomas, Esq. (via email, w/encl.)

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

General Response to Data Requests

Frontier is currently a Pennsylvania wireline Eligible Telecommunications Carrier (“ETC”) and complies with all state and federal Lifeline rules. With its ETC Joint Petition, Frontier has merely applied to expand that ETC footprint to areas that it has won as part of the Rural Digital Opportunity Fund (“RDOF”) that are not explicitly fully covered with Frontier’s existing ETC designation. All of Frontier’s existing practices with respect to Lifeline will be continued with respect to this expanded footprint. The Data Requests appear to be directed to new wireless ETCs, especially those that offer free phone service, rather than existing wireline ETCs that allow customers to apply the Lifeline discount to generally available services. Nonetheless, Frontier provides the information to the greatest extent possible.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

1. Describe how Frontier will structure staff assignments to assist low-income consumers. Or will the company outsource customer service, recordkeeping and other Lifeline-related activities? 47 CFR § 54.406.

RESPONSE:

Consistent with its practices today, Frontier will continue to provide customer service and recordkeeping activities associated with Lifeline.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

2. Will Lifeline subscribers choose from services generally available to the public? Or will Frontier have specific offerings for Lifeline subscribers? Does Frontier agree to provide Lifeline service that complies with FCC minimum service standards for Lifeline service published annually? Provide a description of the different service options available to Lifeline subscribers that satisfy minimum service standards. 47 CFR §§ 54.101(d), 54.401, 54.403(b), 54.408. Link to DA 20-820 - Lifeline Minimum Service Standards Effective 12/01/2020

RESPONSE:

Lifeline subscribers will be able to choose from services generally available to the public. Where technically and economically possible today, Frontier provides Lifeline service that complies with FCC minimum service standards for Lifeline service published annually. For the RDOF areas that are the subject of this ETC expansion application, Frontier agrees to provide Lifeline service that complies with FCC minimum service standards for Lifeline service published annually consistent with the RDOF buildout timeline as Frontier turns up new services.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

3. Describe how Frontier will satisfy 66 C.S. § 3019(f) Lifeline service. Provide a mockup of a conspicuous biannual bill insert or message that includes eligibility, benefits, and contact information for customers who wish to learn about Lifeline service. 66 C.S. § 3019(f)(4).

RESPONSE:

As a current PA ETC, Frontier will continue to satisfy 66 C.S. § 3019(f) as it does today. Frontier's webpage for the Pennsylvania Lifeline Discount Program is available at: <https://frontier.com/resources/discountprograms/lifelineprogram/pennsylvania>

Frontier's Semi-Annual Bill Message – Pennsylvania

Low-income customers may be eligible for discounted telephone or internet service under a government assistance program called Lifeline, which provides a non-transferable \$9.25 monthly discount on voice with an eligible internet service or a stand-alone eligible internet service. The discount for voice without an eligible internet service is \$5.25. You can get a Lifeline discount if you or a dependent in your household receives benefits from one of these programs: Medicaid; Supplemental Security Income (SSI); Supplemental Nutrition Assistance Program (SNAP) formerly Food Stamps; Federal Public Housing Assistance (Section 8); VA Veterans Pension (Supplemental Income for Wartime Veterans); or VA Survivors Pension or your yearly household income is at or below 135% of the Federal Poverty Guidelines. Limit one discount per household. Not all internet products are eligible for discount. Other restrictions may apply. Apply for Lifeline online at checkLifeline.org or by downloading an application at <https://frontier.com/resources/discountprograms/> lifeline-program and sending it to the USAC address on the form. For more information on this federal program, please visit the Universal Service Administrative Company (USAC) at <https://www.usac.org/lifeline/> Questions? Please contact customer service.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

4. Per 47 CFR § 54.405(b), describe how Frontier will perform outreach other than through media of general distribution. Provide a mockup of marketing material for general distribution that the company will use to publicize the availability of Lifeline service. This can be current advertisement modified to comply w/Lifeline rules. Be sure to include standalone voice service as an option, and include offering(s) that satisfy Lifeline minimum service standards and pricing. 47 CFR §§54.101, 54.201(d)(2), 54.401(d), 54.408. 52 Pa. Code § 69.2501.

RESPONSE:

Consistent with existing practices 47 CFR § 54.405(b), Frontier will continue to “publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for the service.” Frontier will continue to advertise on its webpage (<http://frontier.com/resources/discountprograms/lifelineprogram/pennsylvania>), provide bill inserts (see attached) and to advertise in newspapers (see attached).

Frontier’s generally available services are available on its website, www.ftr.com, including standalone voice offerings, and Frontier customers can apply Lifeline discounts, to the extent applicable, to any qualifying Frontier services available to their households.

PA

Frontier provides flat-rate residential service for \$17.73 - \$22.85 and business service for \$23.20 - \$35.00. Other taxes, fees, and surcharges may apply. Frontier offers single party service, touch tone, toll blocking, access to long distance, emergency services, operator assistance, and directory assistance. Use of these services may result in additional charges. Budget or economy services may also be available.

Frontier offers Lifeline service which is a nontransferable government assistance program that provides a \$7.25 discount on the cost of monthly telephone service or \$9.25 on eligible broadband or bundled voice and broadband products (where available) and is limited to one discount per household. In addition to Basic Lifeline, individuals living on federally recognized Tribal Lands who meet the eligibility criteria may also qualify for additional monthly discounts through Enhanced Lifeline and up to \$100.00 toward installation fees through the Tribal Link-Up program. You may also qualify for an additional state discount where available.

If you have any questions regarding Frontier's rates or services, please call us at 1-800-FRONTIER for further information or visit us at www.Frontier.com.

Notes: Non-Competitive Tariff rates as of 12/5/19

	<u>Residence</u>	<u>Business</u>
Commonwealth Tariff 24 Sec 1 Sheet 3	\$20.75	\$23.20 - \$25.70
CTC Little Meadows & Quaker Sec 2 Sheet 1	\$17.73	\$27.90
Breezewood Sec 2 Sheet 1 \$22.85	\$25.14	
Canton Sec 2 Sheet 1	\$22.85	\$31.60 - \$34.50
Lakewood Sec 2 Sheet 1	\$22.85	\$28.36
Oswayo River Sec 2 Sheet 1	\$22.85	\$35.00
FTR-PA PUC 14 Sec 2 Sheet 1	\$21.80	\$25.45

Status	Order No	Created By	Type of Notice	Ad Description	Created Date	Start	End	Days	Cost
Order Created For	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE								
Order Billed To	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE								
Newspaper Name	ABINGTON JOURNAL								
SENT	3335658	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/5/2020	2/5/2020	1	\$ 122.08
Newspaper Name	BLOOMSBURG PRESS ENTERPRISE								
SENT	3335659	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/31/2020	1/31/2020	1	\$ 148.00
Newspaper Name	BLUE VALLEY TIMES								
SENT	3335660	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/4/2020	2/4/2020	1	\$ 43.53
Newspaper Name	CITIZENS VOICE								
SENT	3335661	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/29/2020	1/29/2020	1	\$ 141.59
Newspaper Name	EASTON EXPRESS TIMES								
SENT	3335662	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/29/2020	1/29/2020	1	\$ 203.82
Newspaper Name	HAZLETON STANDARD SPEAKER								
SENT	3335663	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/28/2020	1/28/2020	1	\$ 245.09
Newspaper Name	JOURNAL OF THE POCONOS PLATEAU								
SENT	3335664	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/3/2020	2/3/2020	1	\$ 91.80
Newspaper Name	LANCASTER NEW ERA								
SENT	3335665	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/29/2020	1/29/2020	1	\$ 310.59
Newspaper Name	MAIN LINE TIMES								
SENT	3335666	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/2/2020	2/2/2020	1	\$ 166.06
Newspaper Name	PANTAGRAPH								
Newspaper Name	POCONO RECORD								
SENT	3335667	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/28/2020	1/28/2020	1	\$ 97.34
Newspaper Name	READING EAGLE								
SENT	3335668	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/28/2020	1/28/2020	1	\$ 165.56
Newspaper Name	SULLIVAN REVIEW								
SENT	3335669	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/29/2020	1/29/2020	1	\$ 53.76
Newspaper Name	TIMES LEADER								
SENT	3335670	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/29/2020	1/29/2020	1	\$ 197.44
Newspaper Name	TOWANDA DAILY REVIEW								
SENT	3335671	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/29/2020	1/29/2020	1	\$ 112.25
Newspaper Name	UPPER DAUPHIN SENTINEL								
SENT	3335672	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/4/2020	2/4/2020	1	\$ 64.71
Newspaper Name	WELLSBORO GAZETTE								
SENT	3335673	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/6/2020	2/6/2020	1	\$ 115.60

Status	Order No	Created By	Type of Notice	Ad Description	Created Date	Start	End	Days	Cost
Order Created For	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE								
Order Billed To	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE								
SENT	3335674	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/30/2020	1/30/2020	1	\$ 109.18
Newspaper Name	WYOMING COUNTY PRESS EXAMINER								
SENT	3335675	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	2/5/2020	2/5/2020	1	\$ 112.59
Newspaper Name	YORK DISPATCH AND DAILY RECORD								
SENT	3335676	FRONTIER COMMUNICATIONS/REGULATORY COMPLIANCE	GOVT PUBLIC NOTICE	PA ETC ADS 2020	1/22/2020	1/28/2020	1/28/2020	1	\$ 223.53

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

5. Provide a copy of the company's terms and conditions applicable to generally available voice and broadband service for plain language review. Include backup power disclosure. Provide a mockup of terms and conditions applicable to Lifeline service. This can be in the form of an addendum to generally available terms and conditions. 47 CFR §§ 8.1(a), 9.20, 54.101(d), 54.401(d), 54.422(a)(2). 52 Pa. Code § 69.2501.

RESPONSE:

Please see Frontier's terms and conditions for both voice and broadband service at the links copied below which are on Frontier's website.

<https://frontier.com/~media/corporate/terms/general-terms-residential.ashx?la=en>

<https://frontier.com/~media/corporate/terms/hsi-residential-internet-service.ashx?la=en>

“Electrical Power and Equipment

The Service requires electrical power from your premises to operate, which you are responsible for providing. Without battery backup, the Service will not function in the event of a loss of customer-supplied power. This will disrupt the Service as well as any additional services that use the Service connection for transport (e.g., VoIP and Unlimited Digital Voice Service, including e911). Frontier shall not be liable for loss of any Service(s) in the event of interruption of customer-supplied power to, with or without battery backup present in, the Frontier equipment.”

<https://frontier.com/~media/corporate/terms/voice-residential-voip-digital-voice.ashx?la=en>

“Electrical Power Required. Use of the Service requires electrical power to operate. You are responsible for providing the electrical power necessary for the Service to function. The Service (including 911 dialing) will not be available for use during a power outage without a back-up power source. An optional battery back-up feature is available for your equipment. The battery back-up feature will not power cordless

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

phones, Internet or TV service, or alarm system equipment. A power failure or service disruption may require you to reset or reconfigure equipment prior to using the Service. Cordless phones and telecommunications devices used to assist customers with disabilities may also require a power supply to function. You acknowledge and understand that to conserve battery power during a power outage, you should not attempt to use the backup batteries for any purpose other than to power the Service (or to power your Internet connection, for the purpose of powering your security alarm, if you have an IP-based security alarm that uses Frontier Internet service). You are solely responsible for determining when the battery backup unit requires replacement and for replacing and recycling used batteries in accordance with manufacturer or other directions.”

These general terms and conditions are the same terms and conditions that are applicable to Lifeline service.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

6. Will Frontier include the following phrase on all public Lifeline information? *Contact the PA PUC Bureau of Consumer Services for help with unresolved questions or complaints at 1-800-692-7380 or Online Informal Complaint Form.*

RESPONSE:

Yes

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

7. Upon obtaining designation as an ETC, BCS may occasionally request copies of bill messages and/or materials designed to inform customers who wish to learn about Lifeline service. Explain how Frontier will provide marketing material, terms and conditions, and other public documents in languages other than English? 47 CFR §§ 54.201(d)(2), 54.404(b)(9), 54.405(c), (e), (3) and (4).

RESPONSE:

Bills are provided in English or Spanish depending on what the customer's preferred language is. Frontier's Lifeline website is available in English and Spanish at <https://frontier.com/es/resources/discountprograms/lifelineprogram/pennsylvania>.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

8. Provide a draft of Frontier's policies and procedures regarding household eligibility for Lifeline that includes accessing to NLAD for certification, recertification, de-enrollment, de-enrollment for non-usage, dispute resolution, non-transferable benefit, etc.. Include dispute procedures. 47 CFR §§ 54.405, 54.409, 54.410.

RESPONSE:

Please see the attached.



Universal Service Administrative Company (USAC) and National Lifeline Accountability Database (NLAD)

Summary

The Universal Service Administrative Company (USAC) is an independent, not-for-profit corporation designated by the Federal Communication Commission (FCC) as the administrator of the universal service fund (USF). USAC collects contributions from telecommunications carriers and administers support programs designed to help communities across the country secure access to affordable telecommunications services.

Description

The Universal Service Administrative Company website is www.usac.org. USAC administers the National Lifeline Accountability Database (NLAD). The National Lifeline Accountability Database (NLAD) is designed to help carriers identify and resolve duplicate claims for Lifeline Program-supported service and prevent future duplicates. This is done by providing a means for carriers to check on a real-time and nationwide basis if the consumer is already receiving a Lifeline Program-supported service.

Article Content

Universal Service Administrative Company (USAC) - National Verifier

Universal Service Administrative Company (USAC) and the Federal Communication Commission (FCC) announced that the National Verifier will hard launch on Friday, November 2, 2018, in Colorado, Mississippi, Montana, New Mexico, Utah, and Wyoming (Frontier states MS, MT, NM and UT). Effective January 15, 2019, Guam, Hawaii, Idaho, South Dakota, New Hampshire and North Dakota will be processed by USAC using the National Verifier (Frontier states ID, ND and SD). Effective March 5, 2019, Missouri, North Carolina, Pennsylvania and Tennessee are being added (Frontier states of NC, PA and TN). Effective June 11, 2019 Indiana and Michigan were added and effective October 23, 2019, Arizona, Connecticut, Georgia, Iowa, Kansas, Nebraska, Nevada, New York, Virginia and West Virginia are being added. Effective March 24, 2020, Florida, Illinois, Minnesota, Ohio and Wisconsin are being added. Service providers in those states must check all Lifeline applicants' eligibility through the National Verifier. Consumers who wish to apply for Lifeline directly through the National Verifier can use the consumer portal or submit a paper application directly to the Lifeline Support Center.

- Complete list of Frontier states using National Verifier process: AL, AZ, CA (BB Only), CT, FL, GA, IA, ID, IL, IN, KS, MI, MN, MS, MT, NC, ND, NE, NM, NV, NY, OH, PA, SC, SD, TN, UT, VA, WA, WI and WV.
 - Frontier provides a separate application in AZ for a senior discount and NY for a state discount.

Customers

Customers in National Verifier states, may download a Lifeline application using www.frontier.com/lifeline and selecting the appropriate state option, which is to be returned to the Universal Service Administration Company (USAC) along with proof of eligibility, or apply online using USAC's Lifeline National Verifier site (checklifeline.org). After USAC receives the completed application and the required proof of eligibility, they will notify the Customer of his/her eligibility status. Once the Customer has been approved for Lifeline, he/she would call Frontier at 1.800.921.8101 to have the Lifeline discounts added to the Frontier account.

Frontier Consultants

- ♦ The National Verifier – Service Provider Portal (SP Portal) was designed to be used with face to face Customer interaction. As Operations Support Center (OSC) does not interact face to face with Customers, OSC will not be using the Service Provider Portal. OSC will continue to use NLAD, Enroll Subscriber option for verification.
- ♦ Customers who apply for Lifeline online using CheckLifeline.org, will be using the National Verifier Online Customer Portal.
 - Click [here](#), to review USAC presentation providing information on both the Service Provider Portal and Online Customer Portal.

Applications

Universal Service Administrative Company (USAC) accepts paper Lifeline National Verifier applications from Customers or forwarded by Service Providers. As additional states are migrated to the National Verifier process, Service Providers can send individual or batched applications, with any available supporting documents stapled behind each application, to the Lifeline Support Center. The Lifeline Support Center will process paper applications and make an eligibility decision in 7 – 10 days. Eligibility decisions will be sent directly to the consumer. Service providers can call the Lifeline Support Center at (800-234-9473) to learn if an application was approved.

- ♦ The application identification number (ID) will be formatted with a R, Q or V followed by 5 numbers, dash 5 numbers (i.e. QXXXXX-XXXXX). Also, the name and address, provided on the approval notice, will be in the exact format loaded in the National Lifeline Accountability Database (NLAD).
 - Click [here](#), for a sample approval notice.

Reverification

All existing Lifeline Customers, in the states where the National Verifier is being launched, will need to be reverified. Frontier Regulatory will be working with Universal Service Administrative Company (USAC) to reverify the Frontier Customers receiving a lifeline discount. This will be done in groups, based on the Customers initial start date for the Lifeline discount. If the documentation that Frontier has on file, does not meet USAC's needs for reverification, Customer will receive notification (outreach) from USAC.

NOTE: *In Orders issued on March 17, March 30, and April 29, the FCC temporarily paused periodic program integrity reviews and made temporary changes to general de-enrollment, non-usage de-enrollment, recertification, and reverification requirements. These changes will help prevent Lifeline consumers from being involuntarily de-enrolled from the Lifeline program during the pandemic.*

The November 18, 2020 waiver Order notes that these temporary changes to the program will remain in effect through 2/28/2021. This means that from now until March 1, 2021:

- ♦ *Involuntary de-enrollments of existing subscribers should not occur.*
- ♦ *There will be no new Lifeline program integrity reviews announced.*
- ♦ *Recertification is now on hold for the anniversary dates between April 14, 2020 and September 28, 2020.*
- ♦ *Reverification outreach to subscribers and reverification de-enrollments are on hold.*
- ♦ *Consumers should not be de-enrolled for not using their Lifeline service during the waiver period.*

National Lifeline Accountability Database

NLAD

In order to receive Lifeline support, eligible telecommunications carriers operating in states that have not opted out of National Lifeline Accountability Database (NLAD) must comply with the following requirements:

1. All eligible telecommunications carriers must query the National Lifeline Accountability Database to determine whether a prospective subscriber who has executed a certification pursuant to §54.410(d) is currently receiving a Lifeline service from another eligible telecommunications carrier; and

- whether anyone else living at the prospective subscriber's residential address is currently receiving a Lifeline service.
2. If the Database indicates that a prospective subscriber, who is not seeking to port his or her telephone number, is currently receiving a Lifeline service, the eligible telecommunications carrier must not provide and shall not seek or receive Lifeline reimbursement for that subscriber.
 3. If the Database indicates that another individual at the prospective subscriber's residential address is currently receiving a Lifeline service, the eligible telecommunications carrier must not seek and will not receive Lifeline reimbursement for providing service to that prospective subscriber, unless the prospective subscriber has certified, pursuant to §54.410(d) that to the best of his or her knowledge, no one in his or her household is already receiving a Lifeline service.
 4. An eligible telecommunications carrier is not required to comply with numbers (1) through (3) above if it receives notice from a state Lifeline administrator or other state agency that the administrator or other agency has queried the Database about a prospective subscriber and that providing the prospective subscriber with a Lifeline benefit would not result in duplicative support.
 5. Eligible telecommunications carriers may query the Database only for the purposes in (1) through (3) above, and to determine whether information with respect to its subscribers already in the Database is correct and complete.
 6. Eligible telecommunications carriers must transmit to the Database in a format prescribed by the Administrator each new and existing Lifeline subscriber's full name, full residential address, date of birth, and the last four digits of the subscriber's Social Security number or Tribal Identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number; the telephone number associated with the Lifeline service; the date on which the Lifeline service was initiated; the date on which the Lifeline service was terminated, if it has been terminated; the amount of support being sought for that subscriber; and the means through which the subscriber qualified for Lifeline.
 7. In the event that two or more eligible telecommunications carriers transmit the information required by this paragraph to the Database for the same subscriber, only the eligible telecommunications carrier whose information was received and processed by the Database first, as determined by the Administrator, will be entitled to reimbursement from the Fund for that subscriber.
 8. All eligible telecommunications carriers must update an existing Lifeline subscriber's information in the Database within ten business days of receiving any change to that information, except as described in number (10).
 9. All eligible telecommunications carriers must obtain, from each new and existing subscriber, consent to transmit the subscriber's information. Prior to obtaining consent, the eligible telecommunications carrier must describe to the subscriber, using clear, easily understood language, the specific information being transmitted, that the information is being transmitted to the Administrator to ensure the proper administration of the Lifeline program, and that failure to provide consent will result in subscriber being denied the Lifeline service. (This is one of the certifications on the application form)
 10. When an eligible telecommunications carrier de-enrolls a subscriber, it must transmit to the Database the date of Lifeline service de-enrollment within one business day of de-enrollment.

Tribal NLAD

In order to receive universal service support reimbursement for Tribal Link Up, eligible telecommunications carriers operating in states that have not provided the Commission with a valid certification and must comply with the following requirements:

1. Such eligible telecommunications carriers must query the Database to determine whether a prospective Link Up recipient who has executed a certification pursuant to §54.410(d) has previously received a Link Up benefit at the residential address provided by the prospective subscriber.
2. If the Database indicates that a prospective subscriber has received a Link Up benefit at the residential address provided by the subscriber, the eligible telecommunications provider must not seek Link Up reimbursement for that subscriber.
3. An eligible telecommunications carrier is not required to comply with numbers (1) and (2), if it receives notice from a state Lifeline administrator or other state agency that the administrator or other agency has queried the Database about a prospective subscriber and that providing the prospective subscriber with a Link Up benefit would not result in duplicative support or support to a subscriber who had already received Link Up support at that residential address.
4. All eligible telecommunications carriers must transmit to the Database in a format prescribed by the Administrator each new and existing Link Up recipient's full name; residential address; date of birth; and the last four digits of the subscriber's Social Security number, or Tribal identification number if the subscriber is a member of a Tribal nation and does not have a Social Security number; the telephone number associated with the Link Up support; and the date of service activation. Where two or more eligible telecommunications carriers transmit the information required by this paragraph to the Database for the same subscriber, only the eligible telecommunications carrier

whose information was received and processed by the Database first, as determined by the Administrator, will be entitled to reimbursement from the Fund for that subscriber.

5. All eligible telecommunications carriers must obtain, from each new and existing subscriber, consent to transmit the information required above. Prior to obtaining consent, the eligible telecommunications carrier must describe to the subscriber, using clear, easily understood language, the specific information being transmitted, that the information is being transmitted to the Administrator to ensure the proper administration of the Link Up program, and that failure to provide consent will result in the subscriber being denied the Link Up benefit.

Frontier Additions/Removals

When Lifeline is added to a Customer's account, Frontier Regulatory submits customer information to the Universal Service Administrative Company (USAC), using their National Lifeline Accountability Database (NLAD), to ensure the customer is not receiving duplicate lifeline discounts, provides notice of customers who discontinue service or the lifeline discount with Frontier and process any failures or fallout.

Information for Lifeline approved customers must be submitted within 10 business days and information for customers who deactivated service with Frontier or discontinued with the lifeline discount must be submitted within 1 business day.

Additional or removal of Lifeline is tracked using the Lifeline Subscriber Line Charge (SLC) Service Waiver Equipment (S&E) codes along with the In/Out date. Submission can be done using batch processing or individually updated in the National Lifeline Accountability Database (NLAD).

If batch processing is used, failures are provided and reviewed immediately. If individual database entry is used, Error Code reports are reviewed.

Lifeline NLAD TPIV Rejects/Failures

When Frontier Regulatory attempts to add a new Lifeline eligible customer into the National Lifeline Accountability Database (NLAD), a reject/failure may be returned. These failures will require confirmation of the Customer's identity and/or age. Confirmation of Customer's identity includes First Name, Last Name, Date of Birth, last 4 digits of the Social Security Number and/or Tribal ID. Regulatory provides reject/failure report to Workflow Manager. Work Flow Manager sends NLAD TPIV Reject Failure letter to advise the Customer to mail or fax the needed supporting document(s), **along with a copy of the original letter**, to Frontier Lifeline Department, P.O.Box 5156, Tampa FL 33675 or Fax toll free to 888-609-9919.

- ♦ Workflow Manager dispositions unit to **Hold/Followup - Letter Sent**.
- ♦ Vendor (DST) will provide mailing response to Workflow Manager. If the request/letter was successfully sent, Workflow Manager places memo on account.
 - Customer Account remark/memo **USAC/NLAD TPIV Reject Failure letter sent to Customer to confirm Identity and Age. Customer must return letter and provide supporting documentation by XX/XX/XXXX to retain Lifeline, Workflow Manager tag line.**

If Workflow Manager is unable to process request or the vendor (DST) indicates the request/letter as not successfully sent, Operations Support Center Consultant process these reject/failure requests in Vendor Mailing Failures. Consultant sends NLAD TPIV Reject Failure Consolidated letter (see [Operations Support Center - Vendor Mailing](#) article for processing guidelines) to advise the Customer to mail or fax the needed supporting document(s), along with a copy of the original letter, to Frontier Lifeline Department, P.O. Box 5156, Tampa FL 33675 or Fax toll free to 888-609-9919.

- ♦ Operations Support Center Consultant sends NLAD TPIV Reject Failure Consolidated letter, dispositions to **Hold/Followup - Letter Sent** and adds Customer Account remark/memo **USAC/NLAD TPIV Reject Failure letter sent to Customer to confirm Identity and Age. Customer must return letter and provide supporting documentation by XX/XX/XXXX to retain Lifeline, Consultant tag line.**
 - Date entered should be 12 business days (Using Monday-Friday) from date letter is being requested i.e. 2 days for first class mail processing and 10 days for Customer response.

Dispute Resolution Submission

Upload failures can happen when a carrier submits subscriber data that cannot be verified in the National Lifeline Accountability Database (NLAD). Carriers have the option of submitting a dispute resolution.

When data cannot be verified by NLAD, the carrier will be notified and receive a unique Resolution ID number. When carrier receives a Resolution ID, this number is used to submit a dispute resolution. To complete the submission, the carrier will also need to enter a resolution error code that is relevant to your situation (See Error Code table).

Frontier Regulatory takes these steps to submit a Dispute Resolution ticket:

Step	Action
1	Log in to NLAD.
2	Go to NLAD Resolutions Request page.
3	<p>Type the Resolution ID number into the Search box.</p> <ul style="list-style-type: none"> • The failed transaction will appear, along with the reason for the rejection.
4	<p>Scroll down to find the comment box titled, Resolution Request Description. Type the relevant error code into the comment box (Example: T1).</p> <p>If none of the codes available are relevant, then write a short explanation in the comment box.</p>
5	<p>Click Submit.</p> <p>The NLAD team will review the submission and send notification once it is approved or rejected.</p>

Dispute Resolution Expedite

To expedite a backlogged Dispute Resolution ticket, previously submitted, Frontier Regulatory follows these steps:

Step	Action
1	Log in to NLAD.
2	Go to NLAD Reports page.
3	Select Detailed Resolution Status Report to review open requests and generate a report.
4	Identify the open Resolution ID numbers, within the report, that need to be expedited.
5	Open the Dispute Resolution Template and enter the Study Area Code (SAC, Resolution ID number, and the relevant resolution error code.
6	Email the template to NLADquestions@usac.org . The NLAD team will review the submission and send notification once it is proved or rejected.

Discount Programs – Recertification Process

Summary

Customers who are receiving a Lifeline discount are required to Recertify their eligibility for this discount program each year, or as requested.

Recertification Process

Overview

Lifeline Recertification will be handled by Frontier directly or in partnership with the Universal Service Administrative Company (USAC), or a State Agency. Refer to the chart below for details.

Company/Agency Handling Recertification	States (Will include product information if recertification is shared)
Frontier	NY (State Only Discount)
Universal Service Administrative Company (USAC)	AL, AZ, CA (Broadband Only), CT, FL, GA, IA, IL, IN, KS, MI, MN, MS, NC, ND, NE, NM, NV, NY (excluding State Only discount), OH, PA, SC, SD, TN, UT, VA, WI, WV.
State Agency	CA (other than Broadband Only which is handled by USAC) and TX.

Customers in NY are allowed to sign up with state specific eligibility that does not qualify for Federal lifeline. Frontier needs to recertify these Customers for these programs. The Frontier forms do not replace any existing USAC Recertification form that can be used in these states, as most customers in NY will be using the USAC forms. This process is only for the small subset of customers that qualify through State Only programs/qualifications.

NOTE: Do not add lifeline back onto an account that has been de-enrolled through recertification. Do not issue any credits. Customer must reapply for lifeline. Frontier must have the application and necessary proof on file per FCC rules.

State Agency

In the states of California (except Broadband Only) and Texas the State Agency handles the Lifeline application, eligibility and recertification process. Customer should be referred to the respective agency for any Recertification questions, refer to www.frontier.com/lifeline.

Starting in 2017, USAC will conduct recertification using an annual rolling process. USAC will provide the Eligible Telecommunication Carriers (ETCs), i.e. Frontier, with a record of the subscriber recertification as well as a list of subscribers that did not recertify and must be de-enrolled as each ETC is responsible for the annual filing and reporting.

Starting on July 1, 2019 USAC-elected recertification processing will be handled with daily batching. Each daily batch will initiate approximately 90 days prior to the anniversary date. Each day, a portion of our Lifeline customers will receive a notice from USAC that they have 60 days to recertify their Lifeline eligibility. USAC will send a letter and then call customers on Day 1, Day 20, and Day 45 of the 60-day response period to remind them to recertify or risk losing their Lifeline discount.

As part of the USAC Recertification process, the Customer receives a letter with an Application ID Number (see above USAC 2019 Recertification Outreach Letter. For those Customers that did not recertify a postcard is sent, 30 days after the outreach letter. This postcard instructs the Customer to call a toll free number. When dialing this number, the Customer is asked for their 10 digit number and an ID code (the application ID Number from the original letter). If the Customer indicates they did not receive the letter and/or they do not have this ID Number, the Customer should reach out to the USAC Lifeline Support Center at 800-234-9473.

2020 Recertification

In Orders issued on March 17, March 30, April 29, and November 16, 2020, the FCC temporarily paused periodic program integrity reviews and made temporary changes to general de-enrollment, non-usage de-enrollment, recertification, and reverification requirements. These changes will help prevent Lifeline consumers from being involuntarily de-enrolled from the Lifeline program during the pandemic.

The April 29 waiver Order notes that these temporary changes to the program will remain in effect through 2/28/2021. This means that from now until February 28, 2021:

Involuntary de-enrollments of existing subscribers should not occur.

There will be no new Lifeline program integrity reviews announced.

Recertification is now on hold for the anniversary dates between April 14, 2020 and February 28, 2021.

Reverification outreach to subscribers and reverification de-enrollments are on hold.

Consumers should not be de-enrolled for not using their Lifeline service during the waiver period.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

9. Does the company's credit and deposit practice satisfy 47 CFR § 54.401(c)? Under which circumstances will Frontier require a deposit from Lifeline applicants? Please provide a copy of Frontier's credit and deposit practice.

RESPONSE:

Yes, Frontier's credit and deposit practice satisfies 47 CFR § 54.401(c). Under Frontier's existing credit and deposit practice, pursuant to 47 CFR § 54.401(c), Frontier does "not collect a service deposit in order to initiate Lifeline for voice-only service plans that (1) Do not charge subscribers additional fees for toll calls; or (2) That charge additional fees for toll calls, but the subscriber voluntarily elects toll limitation service." In addition, applicants are exempt from deposits when they can demonstrate the following: Earlier LEC payment history of service in name of applicant for prior 24 consecutive months with no unpaid balance or unreturned equipment, service not suspended for non-payment or terminated during last 12 months of service, and applicant was not required to pay a security deposit under 64.35 (relating to deposit requirements for existing customers) for the earlier service or ownership of real property. Should an Equifax credit report be required the following process would occur:

Before running Equifax, we are required to ask permission from the customer and inform the customer this Equifax credit check does show on their credit report as an inquiry. This information must be shared any time an Equifax inquiry is performed

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

State	Tariff ID	Environment	Deposit Criteria	Deposit Amount for Credit Score C – Medium Risk & Credit Check failed to Perform (P) or Authenticate (Z)	Deposit Amount for Credit Score D – Medium to High Risk	Deposit Amount for Credit Score F – Extremely High Risk
			No Deposit required for Credit Score A or B	No Video Equipment on order = 1X MRC	No Video Equipment on order = 1X MRC	No Video Equipment on order = 2X MRC
PA	BRE, CAN, CP1, CT, CTC, CTCO, CTS, CTSI, ENTERPRISE, LKW, OSW, PCC	EA, LF, PA	Deposit Required for Credit Score C, D, & F	Video Equipment on order = \$150 plus 1X MRC	Video Equipment on order = \$250 plus 1X MRC	Video Equipment on order = \$250 plus 2X MRC
			POSID & Deposit Required for Credit Score P (Credit Check failed to perform) & Z (Credit Check failed to Authenticate)			

NOTE: If a new service order is on hold for both a Deposit & POSID then agents should advise customers to fill out the POSID form, and return the form (along with their forms of identification) back to Frontier Communications. The deposit should only be paid after Collections Offline has reviewed & approved POSID information received from the

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

customer. Collections Offline will handle the Deposit requirement only after the POSID requirement has been satisfied.

Additional deposits may be requested in situations where the applicant has requested additional services after an install order is written. For example, if a new install order is written for “phone service” (with a deposit required) and the applicant later decides that they also want “video service with equipment,” then systems will add deposit requirements for the additional “video service with equipment” to the install order.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

10. Can Frontier restrict or block calls to premium rate numbers and international toll calls? 47 CFR § 54.400. If applicable, does Frontier apply roaming charges?

RESPONSE:

Frontier offers toll blocking services, including to block calls to premium rate numbers and international toll calls. Roaming charges are not applicable as Frontier is a wireline provider.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

11. Describe Frontier's offer of 8-hour and 24-hour backup power to be offered at point of sale for all voice subscribers, e.g., company-provided power source, charge for installation, subscriber disclosure. Is a subscriber disclosure available in non-English language(s) and in hard copy format? 47 CFR § 9.20.

RESPONSE:

Consistent with 47 CFR § 9.20, if Frontier's voice service is not line powered, Frontier offers of 8-hour and 24-hour backup power at point of sale for all voice subscribers. Refer to the link as follows:
<https://frontier.com/helpcenter/categories/phone/troubleshooting/battery-backup-for-voice>

Please see also see a copy of Frontier's hard copy notice, attached.

DITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

Without limiting any provisions of this notice and the Frontier's TOS, you agree to defend, indemnify, and hold harmless Frontier, its subsidiaries, affiliates, officers, agents, directors, employees, and any other service provider who furnishes services to you in connection with the Frontier's Service, from any and all claims, losses (including loss of profits or revenue), liabilities, damages, fines, penalties, demands, actions, costs, and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of you or any third party or user of the Frontier's Service, regardless of the nature of the claim, including without limitation claims related to 911 dialing, arising from or in connection with any failure or outage of Frontier's Service or any failure or outage of the 911 network itself.

Dispute Resolution By Binding Arbitration Provision Which Applies To You And Your Use Of Frontier Services

*****PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS *****

Frontier encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Frontier. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Frontier each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. For any non-frivolous claim that does not exceed \$75,000, Frontier will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Frontier for your own dispute to the same extent as you would be in court. In addition, under certain circumstances (as explained below), Frontier will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Frontier has offered you to settle the dispute.

Arbitration Agreement:

(a) You and Frontier agree to arbitrate **all disputes and claims** between us related to or associated with the Service. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose

either before or during this or any prior Agreement, or that may arise after termination of this Agreement. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "Frontier," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Frontier Services under this or prior Agreements between us.

Notwithstanding the foregoing agreement, Frontier agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and Frontier each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.** Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Frontier should be addressed to: Frontier Communications, Legal Department, 401 Merritt 7, Norwalk, CT 06851 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If Frontier and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Frontier may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Frontier or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Frontier is entitled.

(c) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by calling Frontier at 1-877-462-7320, option 3. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision, including the scope, interpretation, and enforceability of section (f) below, are for a court to decide. If your claim is for \$25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Unless Frontier and you agree otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written deci-

sion sufficient to explain the essential findings and conclusions on which the award is based.

Frontier agrees to pay your AAA filing, administration, and arbitrator fees ("AAA fees") for claims for damages of up to \$75,000 and for claims for non-monetary relief up to the value of \$75,000, as measured from either your or Frontier's perspective (but excluding attorneys' fees and expenses). After Frontier receives notice that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee is subject to change by the AAA. If you are unable to pay this fee, Frontier will pay it directly upon receiving a written request.) In addition, Frontier will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b). In such case, the payment of AAA fees will be governed by the AAA Rules, and you agree to reimburse Frontier for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorneys' fees and expenses), as measured from either your or Frontier's perspective, the payment of AAA fees will be governed by the AAA Rules.

(d) If Frontier offers to settle your dispute prior to appointment of the arbitrator and you do not accept the offer, and the arbitrator awards you an amount of money that is more than Frontier's last written settlement offer, then Frontier will pay you the amount of the award or \$5,000 ("the alternative payment"), whichever is greater. If Frontier does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you any relief on the merits, then Frontier agrees to pay you the amount of the award or the alternative payment, whichever is greater. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(e) Although Frontier may have a right to an award of attorneys' fees and expenses if it prevails, Frontier agrees that it will not seek such an award.

(f) You and Frontier agree to seek, and further agree that the arbitrator may award, only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Frontier have suffered or may suffer. In particular, if either you or Frontier seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or Frontier. YOU AND FRONTIER AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND FRONTIER AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If a court decides that applicable law

precludes enforcement of any of this paragraph (f)'s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

(g) Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services, you may reject that change by providing Frontier with written notice within thirty (30) days of the change to the Notice Address provided in (b) above and require Frontier to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

(g) Notwithstanding any provision in this Agreement to the contrary, you and Frontier agree that if Frontier makes any change to this arbitration provision during the period of time that you are receiving Frontier services, you may reject that change by providing Frontier with written notice within 30 days of the change to the Notice Address provided in (b) above and require Frontier to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

Our Right To Make Changes

UNLESS OTHERWISE PROHIBITED BY LAW, FRONTIER MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, BILL INSERT, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE WWW.FRONTIER.COM WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED

Notices

Unless otherwise required, notices to you may be made via email, regular mail, posting online at Frontier.com/terms, recorded announcements, or messages, bill message, bill insert, newspaper ad, postcard, letter or call to your billed telephone number or any other landline or wireless telephone number you have provided to Frontier. It is your responsibility to check for such notices. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication. Notices by you to Frontier must be provided to Frontier at:

**ATTENTION: CUSTOMER SERVICE
Frontier Communications
P.O. Box 5166
Tampa, FL 33675**

With a copy to:
**Frontier Communications
Legal Department
401 Merritt 7
Norwalk, CT 06851**

Notice by you to Frontier shall be deemed given upon receipt by Frontier.

Frontier Customer Notice for Voice-Over-IP ("VoIP") and Unlimited Digital Voice Services

The following sections include important information about Frontier's voice services provided over fiber-optic and/or copper facilities that require electrical power at the customer's service location for the service to function. These voice services include Voice-Over-Internet Protocol ("VoIP") service, such as Frontier Unlimited Digital Voice, and all other voice services provided over fiber optic facilities (collectively, "Service" or "Services"). This notice provides important information regarding the limitations associated with these Services' availability and ability to make emergency 911 and other calls during network interruption or electrical outages. More information is available at the Frontier's Residential VoIP and Unlimited Digital Voice Terms of Service at www.Frontier.com/terms (TOS). **THIS NOTICE ALSO REQUIRES THAT ANY DISPUTE RELATED TO THE SERVICE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.**

Service Description

The Service is an enhanced voice communication service, including all software, equipment and other features provided by Frontier related to the Service. Frontier's Service includes direct-dialed calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, all of which Frontier, in its sole discretion, may add, modify, or delete from time to time. Frontier's Service also includes a telephone number or numbers that may be included in Frontier printed directories and/or directory assistance databases, and options, available at additional costs, to have numbers withheld from Frontier printed directories and/or directory assistance databases. All Service subscribers shall comply with the Acceptable Use Policy as specified in the TOS. The Service is not mobile or nomadic and will function only in your service location.

When you use or pay for Frontier's Service, you are agreeing to the provisions in Frontier's TOS. You become the main account

holder for each telephone number assigned to the Frontier’s Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently. The provisions in this notice and the Frontier’s TOS apply to all such telephone numbers, and to the Frontier Services’ plans, features, and functionalities for both the main account and all sub accounts.

You agree that the use of the Frontier’s Service, without limitation, is your sole responsibility, is at your own risk, and is subject to all applicable local, state, national and international laws and regulations. This includes the use of the Service by others, with or without your permission.

Service-Limitations, including Power Outages and Backup Batteries

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 CALLING OVER FRONTIER’S SERVICE AND THE DISTINCTIONS BETWEEN 911 CALLING OVER FRONTIER’S SERVICE AND 911 SERVICE OVER TRADITIONAL WIRELINE TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER FRONTIER’S SERVICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

You are responsible for providing the electrical power necessary for Frontier’s Service to function. The Service (including 911 dialing) will not function during a power outage without a back-up power source. Please visit frontier.com/helpcenter for information on all battery backup solutions to support Frontier’s Service in the event of a power outage. With a fully-charged battery (or batteries), the battery back-up feature may power the basic calling functions of your Frontier’s Service for up to eight (8) to twenty-four (24) hours, depending on the type of battery backup device installed, in the event of a power outage.

You acknowledge and understand that Frontier’s Service requires electrical power to function and that, therefore, you must at all times maintain a working backup battery for your Frontier’s Service to function. It is your responsibility to purchase or obtain a battery backup. It is also your responsibility to ensure the battery remains charged and to replace the battery periodically. Your backup battery or batteries may be in different locations, depending on your network configuration: (i) You may have an Optical Network Terminal (ONT), which is a box typically located on the side of your house or in your garage. It will have a power supply unit with an internal or external backup battery, typically located inside your garage, that powers the ONT; or (ii) You may have a Residential Gateway (RG) unit inside your home near your primary computer or television set. It requires home-provided electrical power, and has an internal and/or external backup battery. During a power outage, you will not be able to make or receive calls, including 911 calls, unless you have functioning battery backup equipment.

A backup battery unit will not function properly if the battery is not charged or the battery is not replaced periodically. Batteries lose their functionality over time due to a variety of reasons, including age, corrosion, and weather and temperature extremes. You agree to periodically check your Service backup battery, and replace it as necessary, to insure that it has sufficient charge in order it to

provide backup power in case of a power outage. Depending on the type of battery backup unit you have, you can check the battery level by monitoring the battery level indicator on the battery backup unit itself, on the RG/ONT, or using a battery test strip. If the indicator shows a low battery, contact Frontier or the manufacturer to request a replacement at a nominal charge.

You acknowledge and understand that it will take 18 hours or more to charge a backup battery after Frontier’s Service is installed, the backup battery is utilized and/or after a replacement battery is installed. In the event of a power outage, the battery backup unit only supplies power for voice services from a phone that is not dependent on a power supply. Cordless phones and telecommunications devices used to assist customers with disabilities require a separate power supply to function. Frontier recommends that you have at least one alternative means of calling 911 in a power outage such as cellphone service, which can access the network without the need of a power source.

You acknowledge and understand that to conserve battery power during a power outage, you should not attempt to use the backup batteries for any purpose other than to power Frontier’s Service. You acknowledge and understand that the backup batteries initially supplied by Frontier do not provide power for cordless phones or telecommunications devices used to assist customers with disabilities and that, if you are using such devices with Frontier’s Service, a separate backup battery or other power source may be required if there is a power outage. You acknowledge and understand that you are solely responsible for determining when the battery back-up unit requires replacement and for replacing and recycling used batteries in accordance with manufacturer or other directions. You also acknowledge and understand that you are solely responsible for obtaining and maintaining backup batteries or other sources of power for any cordless phones you use with Frontier’s Service. If you require a new battery you may notify Frontier or the manufacturer to request replacement.

You acknowledge that 911 service over Frontier’s Service will not function if your service is not configured correctly or if your Frontier’s Service is interrupted or not functioning for any reason, including, but not limited to, in the event of a power outage, network outage, or disconnection of your service because of payment or other issues. If there is a power outage, you may be required to reset or reconfigure the equipment prior to being able to use your Services, including use for 911 calling. You acknowledge that Frontier strongly recommends you maintain, at all times, an alternative means of accessing 911 services.

You acknowledge and understand that Frontier will not be liable for any losses incurred directly or indirectly as a result of Service outage and/or inability to dial 911 using your Frontier’s Service or inability to access emergency service personnel for any reason, including but not limited to the 911 characteristics and limitations set forth in this notice and/or the characteristics, limitations, and/or failure of the 911 network itself.

Frontier’s Service is provided to you over a broadband (Internet Protocol or “IP”) network. If the Internet connection or network is out, disrupted, congested or otherwise impaired, your Frontier’s Service will not function and you will not be able to make 911 calls with this Service.

You agree that any 911 calls made using the Service may be subject to network congestion and/or reduced routing or processing speed. If you have Call Forwarding, Do Not Disturb, Simultaneous Ring or other features programmed and in use at the time you dial a 911 call and your call is interrupted, the emergency dispatcher may not be able to call you back at the phone from which you dialed the call.

Frontier’s Service requires a regular analog touchtone landline telephone, which you must supply and which must be connected to the Frontier network interface of the ONT or RG, either directly or through your service location’s inside wiring. (Rotary and pulse phones will not work).

Frontier’s Service will work only in your service location. You will not be able to make any calls, including 911 calls, from any other location, even if you move your Service equipment to the new location. You agree that neither you nor a third party will move any equipment used for Frontier’s Service within your premises or to any other physical location outside of the premises where it was installed by Frontier. Frontier’s Service is not designed to be nomadic and will not function properly if the network interface connection is moved or altered by a non-Frontier employee.

Frontier does not guarantee that Frontier’s Service will be continuous or error-free. You acknowledge and understand that Frontier cannot guarantee that Frontier’s Service is completely secure and Frontier is not liable for fraudulent or unauthorized usage of the Service.

You acknowledge and agree that a service outage due to suspension of your account as a result of billing issues will prevent ALL Service from being provided to you, including any 911 emergency response services.

If, for any reason, Frontier cannot directly route your 911 call to the appropriate emergency service provider, your 911 call may be routed to an operator. You agree that the operator and/or emergency response center personnel receiving your call may not be able to identify your phone number or the physical address from which you are calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You agree that the individual answering the call may not be able to call you back or determine your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to provide your phone number and physical location and/or if the Service is not operational for any reason. After you identify your location, the operator will determine the appropriate emergency response center for your location and route you to the general telephone number for that center.

Security Alarm and Other Device Compatibility

Frontier makes no warranty that (i) Frontier’s Service used as a communications pathway for monitored burglar alarms, monitored fire alarms, and/or medical monitoring systems or devices, will be uninterrupted, timely, secure, or error-free; (ii) the service will be compatible with any particular or all monitored burglar alarm(s), monitored fire alarm(s), or medical monitoring system(s) or device(s); or (iii) battery backup power will be sufficient to maintain the service throughout any and/or all power or network outages.

Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with Frontier’s Service. If you have or purchase a monitored fire alarm or burglar alarm system or a medical monitoring device that you intend to use with Frontier’s Service as the communications pathway, you agree to contact your provider for those systems/devices to determine compatibility with Frontier’s Service and to arrange for your alarm system provider to test such systems/devices after installation of Frontier’s Service. Subsequent installation of these systems may require re-wiring of Frontier’s Service, which may also result in time and material charges. (Frontier does not provide support for, or re-wiring of Frontier’s Service in support of, medical monitoring systems or devices). You also acknowledge and understand that even if such systems and devices are compatible with Frontier’s Service, they will not be able to communicate with monitoring stations during a power outage unless you maintain battery backup power for Frontier’s Service as described in this notice and Frontier’s TOS.

Once Frontier’s Service has been installed for use with a monitored fire alarm or monitored burglar alarm system, you agree that you will not change or modify the inside wiring of your service location or move or reconfigure your RG/ONT in any way without contacting Frontier and your alarm service provider. You also agree that you will not plug any telephone equipment into the back of the RG/ONT. You acknowledge and understand that if you change or modify your inside wiring, move or reconfigure your RG/ONT in any way, or plug any telephone equipment into the back of the RG/ONT it could result in a failure of your monitored burglar alarm or monitored fire alarm system.

By accepting service, you acknowledge and agree to the provisions in this notice and the Frontier’s TOS, use Frontier’s Service at your own risk and waive any claim against Frontier for interference with or disruption of a monitored fire alarm or burglar alarm system, a medical monitoring device, or other such systems or devices due to the Frontier’s Service.

Warranties and Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY FRONTIER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), FRONTIER (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY, THE “FRONTIER PARTIES”), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY FRONTIER OR ITS REP-

RESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

FRONTIER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF FRONTIER HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS.

FRONTIER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY FRONTIER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. FRONTIER SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

IN NO EVENT SHALL THE FRONTIER PARTIES OR FRONTIER’S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF FRONTIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

THE LIABILITY OF THE FRONTIER PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FRONTIER FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION.

ALL OF THE FOREGOING LIMITATIONS STATED IN THIS SECTION SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW. ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO FRONTIER’S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

THE REMEDIES EXPRESSLY SET FORTH IN THIS NOTICE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE AD-

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

12. VoIP providers: Provide a sample or mockup of an emergency services 911 warning label or describe other conspicuous means to notify subscribers. 47 CFR § 9.11(b)(5)(iii).

RESPONSE:

Please see the attached.

Frontier's Digital Voice Service WARNING

Frontier's Digital Voice Service, including 911 service, DOES NOT function

- During a broadband network outage
- In an electrical power outage, if the Optical Network Terminal and/or the Residential Gateway Battery Backup(s) ARE NOT available or functioning

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

13. What equipment, if any, does a subscriber need to obtain and maintain voice and/or broadband service? If company-owned or leased equipment is required, please provide warranty information. Indicate related charges, if any.

RESPONSE:

Frontier recommends that broadband customers use a Frontier-provided router. If a customer uses a Frontier router, Frontier can ensure that it can troubleshoot any problems with the equipment and replace it if needed at no charge to the customer. While customers can use their own routers, Frontier cannot install customer-selected routers and cannot guarantee that those routers will be compatible with Frontier's service. Moreover, Frontier will not be able to troubleshoot a customer-provided router. *See* <https://frontier.com/helpcenter/categories/internet/installation-setup/frontier-router>

If a customer has a technical issue with a Frontier router, they need only call Frontier and Frontier will fix or replace the equipment.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

14. Provide a list of charges for services and equipment necessary to establish and maintain Lifeline voice and/or broadband service. Identify the vertical services included at no additional charge, e.g. voicemail, caller I.D., and the charges for optional vertical services. 47 CFR §§ 54.201(d)(2), 54.401(b).

RESPONSE:

Lifeline customers receive service on the same basis as non-Lifeline customers, but are given the appropriate Lifeline discount depending on whether voice or broadband service. All of Frontier's generally available service packages are available at www.frontier.com.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

15. Which charges/fees will the company waive for Lifeline subscribers, if any, e.g. porting, toll-blocking, installation, battery backup, etc.? See also 47 CFR § 54.401.

RESPONSE:

Toll-blocking is provided free of charge for Lifeline customers on plans that charge toll charges in accordance with 47 C.F.R. 54.401 (a)(2). Surcharges exempt by state or federal regulation are waived for Lifeline subscribers.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

16. Does Frontier intend to offer Lifeline service on a prepaid or postpaid basis? Describe intended billing and payment options available to Lifeline subscribers. 52 Pa Code Chapter 64. Note that 52 Pa. Code § 53.85 prohibits a paper billing fee.

RESPONSE:

Frontier is a wireline provider, not a mobile provider, and thus does not offer prepaid vs. postpaid. Consistent with industry practice, Frontier services are all billed one month in advance.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

17. When does Frontier anticipate it will begin to offer Lifeline in designated service areas? Pennsylvania ETCs are required to annually report enrollment and disconnections data using the Lifeline Tracking portal. The Lifeline Tracking Report is due on or before June 30. Carriers are to inform BCS when the company begins to provide service, and to request access to the online reporting portal by sending an email to BCS staff at RA-PCTELCO-PA@pa.gov.

RESPONSE:

Frontier will offer Lifeline in designated service areas as it begins receiving RDOF support. Frontier expects at least some of this will be offered through resale of another carrier's service while Frontier deploys its network. As Frontier builds out plant and turns up service to the areas, it will transition those customers from resold services to Frontier's voice offering.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

18. Has Frontier obtained any waivers or exceptions from the FCC pertaining to high-cost or low-income support.

RESPONSE:

No material waivers. Frontier in the past has obtained minor waivers of incremental deadlines. *See, e.g.*, Petition of Waiver of Frontier Communications Corporation, Order, DA 20-66 (2020) (granting waiver of 2019 deployment milestone due to extraordinary permitting delays). No waiver or exception would be relevant to or apply to the RDOF.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

19. When did or will Frontier contact which municipalities in its service areas to arrange for the provision of 911/E911 emergency service? Is an E911 feature included with standalone and bundled voice service? Will Lifeline subscribers have access to 911/E911 emergency service if service is suspended?

RESPONSE:

Frontier is an existing voice provider and already provides 911/E911 emergency services. Frontier's voice service complies with all FCC E911 rules. Lifeline subscribers will still have access to 911/E911 emergency service if service is suspended.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

20. What is the company's procedure when responding to service requests and complaints, e.g., response time, warranted equipment, contractors?

The PUC's BCS handles consumer complaints and inquiries informally – primarily, but not limited to 52 Pa. Code Chapters 63 and 64. Please provide details about Frontier's procedure for managing billing disputes and service complaints, i.e. 800# for customer service, intake practices, steps to resolution, and when a customer will be referred to BCS. Please provide contact information that BCS will use in the event BCS receives an informal complaint.

RESPONSE:

Frontier will continue to adhere to its existing policies and procedures regarding service requests and complaints. Frontier's customer relations team responds to all service requests and complaints, and can be contacted, as it is today, at 800.921.8101 or at <https://frontier.com/contactus/contact-us#/residential>. Frontier presently receives all informal complaints from BCS either through its link to the PUC BCS database or sent directly to Frontier at consumer.affairs@ftr.com where Frontier's Executive Relations teams responds accordingly. All informal complaints received are automatically distributed and assigned to Frontier Executive relations representatives through Frontier's work-flow automated process. Frontier's supervisors oversee this process and are able to identify the complaints each representative is working and can pick-up the complaints themselves should the representative be out of the office for a period of time. It is Frontier's existing policy to contact customers with informal complaints within 3 hours of receiving the complaint and to further keep the customers updated throughout the process until the complaint is closed out to the customer's satisfaction. If the customer is not satisfied, Frontier will inform the customer that it can contact the PA PUC and a contact number is provided. Frontier is presently in the process of implementing a warm transfer mechanism for informal complaints received by BCS in which these calls will be transferred directly from BCS to Frontier.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

21. Please provide contact information that will appear in the PUC's publication, *Stay Connected* that is linked here: <http://www.puc.pa.gov/Telecom/pdf/Lifeline%20Brochure-StayConnected.pdf>

Per 66 C.S. § 3019(f)(5), ETCs are to supply the Pennsylvania Department of Human Services (PA DHS) with Lifeline service descriptions, marketing material, contact information, and a listing of service areas. Forward this information to

Mr. Frank Slenker, Human Services Program Specialist Supervisor (HSPSS)
Department of Human Services, OIM Bureau of Policy
1006 Hemlock Drive
Harrisburg, PA 17110
Phone: 717-705-8292
Email: RA-PWDFPPMAILBOX@pa.gov

RESPONSE:

Frontier is included in this distribution.

Frontier Communications
P.O. Box 5156
Tampa, FL 33675
800-921-8101
800-225-5282

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

22. Will Frontier elect to participate in the Emergency Broadband Benefit Program in Pennsylvania? If yes, will the company elect to participate as an ETC? If so, does the company's service area identified in its petition include Lifeline-only support for service areas in addition to the RDOF-awarded high-cost service areas?

RESPONSE:

Frontier continues to evaluate the Emergency Broadband Benefit Program (the "Program") and hopes to participate if possible. Frontier will be in a better position to evaluate the program once the regulations are issued on February 25, 2021. Frontier is currently an ETC and if it participates, will participate as an ETC. This RDOF expansion area is irrelevant to the Program—these are separate programs and the RDOF does not begin until at least 2022. To the extent that Frontier's current service area overlaps with its RDOF area, it will offer the Program to customers in Frontier's existing footprint.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

23. How many of the 15,782 RDOF winning bid locations/census blocks encompass the additional 1470 households to be added to the existing service area of which Frontier RLEC? How many RDOF winning bid locations and households are within which Frontier company's RLEC service area?

RESPONSE:

As reflected in Exhibit A, attached to Frontier's Petition, Frontier estimates that 260 census blocks cover the estimated additional approximately 1470 households. The census blocks associated with each company are as follows:

Company	Census Block Count
COMMONWEALTH TELEPHONE COMPANY LLC	87
FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC	169
FRONTIER COMMUNICATIONS OF CANTON, LLC	3
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC	1
Grand Total	260

As to estimated locations associated with each RLEC service area, Frontier does not have a way to easily estimate the number of locations based on the FCC data, which was based on the 2010 census and included estimated locations. According to Frontier's best estimates at this time, Frontier estimates the following number of locations associated with each company. However, these numbers are certain to change as Frontier continues to conduct planning and over the course of the six-year buildout period. RDOF rules will count any and all locations within the eligible census blocks towards Frontier's buildout obligations, and consistent with the program rules, Frontier will complete the required buildout.

Company	Current Estimated Location Counts
----------------	--

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

COMMONWEALTH TELEPHONE COMPANY LLC	8,543
FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC	3,185
FRONTIER COMMUNICATIONS OF CANTON, LLC	592
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC	409
TBD	60
Grand Total	12,789

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

24. Please identify whether the addition of the newly-awarded census blocks will expand the Frontier Companies' respective service territories. If so, please specify which Frontier Companies' service territories will be expanded.

RESPONSE:

Please see Exhibit A, attached to Frontier's Petition. Exhibit A identifies the associated Frontier company (RLEC).

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

25. Please identify the local exchanges where the newly-awarded census blocks are located by providing a map and/or list of the local exchanges.

RESPONSE:

The local exchanges associated with the newly-awarded census blocks that are outside of Frontier's existing service area appear to be as follows based on the limited data presently available: Bloomsburg (Verizon PA), Carbondale (Verizon PA), Chapman Lake (Verizon North), Clearville (CenturyLink), Clifford (North-Eastern Pennsylvania Telephone Company), Halifax (Verizon PA), Hopewell (CenturyLink), McConnellsburg (CenturyLink), Mercersburg (CenturyLink), Orbisonia (CenturyLink), Oxford (Verizon PA), Plymouth (Verizon PA), Roseville (North Penn Telephone Company), Shade Gap (CenturyLink), Strasburg (Verizon), Trout Run (Verizon North) and Whitehaven (Verizon PA).

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

26. Please indicate whether the local exchanges in the newly-awarded census blocks are competitive or non-competitive.

RESPONSE:

All local exchanges in the newly-awarded census blocks appear to be non-competitive based on the present information available.

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

27. If any of the newly-awarded census blocks are located in a non-competitive wire center, please file a Lifeline tariff and a Voice tariff.

RESPONSE:

Because Frontier elected a 7th year of CAF II funding (calendar year 2021), Frontier does not anticipate its RDOF funding to begin earlier than January 1, 2022. Frontier will file any required updates to its tariffs already on file with the PA PUC in order to be effective on that date.

Respondent: Michael J. Cicchetti

Date: February 23, 2021

**FRONTIER COMMUNICATIONS COMMONWEALTH
FRONTIER COMMUNICATIONS OF BREEZEWOOD
FRONTIER COMMUNICATIONS OF CANTON
FRONTIER COMMUNICATIONS OF PENNSYLVANIA**

DOCKET NO. P-009871281

28. If the newly-awarded census blocks are not already within the Frontier Companies' service territories, please file an expansion application to allow the Frontier Companies to operate as a CLEC within the newly-awarded census blocks.

RESPONSE:

If required, the Frontier Companies will file expansion applications to be certified as a CLEC in the census blocks outside of the existing ILEC service territory. As mentioned in No. 27, Frontier does not anticipate receiving any RDOF funding prior to January 1, 2022 and will complete any required expansion application in order to have it effective on that date.

VERIFICATION

I, Michael J. Cicchetti, Vice President, Government and External Affairs of Frontier Communications Corporation, hereby state that the facts set forth in the foregoing responses to Data Requests are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



Michael J. Cicchetti
Vice President, Government and External Affairs

Date: February 23, 2021