

**Ripple Fiber Massachusetts, LLC**

**Regulations and Schedule of Intrastate Charges  
Applying to Local End-User Telecommunications Service  
Within the State of Massachusetts**

**MASSACHUSETTS  
DEPARTMENT OF  
TELECOMMUNICATIONS & CABLE  
TARIFF TO GO INTO EFFECT AS FILED**

**Issued: December 17, 2024**

**Effective: January 16, 2025**

Issued by: Josh Runyan, Ripple Fiber Massachusetts, LLC,  
6000 Fairview Road, SouthPark Towers, Suite 300, Charlotte, NC 28104

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**Ripple Fiber Massachusetts, LLC**

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**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify text change

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## **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Ripple Fiber Massachusetts, LLC, hereinafter referred to as the Company, to customers within the State of Massachusetts.

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such ICB rates and charges will be offered to the Customer in writing and on a non-discriminatory basis. Unless otherwise specified in such ICB contracts, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contracts, and shall be binding on the Company and the Customer.

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## SECTION 1 - DEFINITIONS

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

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Business Service** - A switched network service that provides for dial station communications that is described as a business or commercial rate.

**Business Customer** - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**Company** - Used throughout this tariff to refer to Ripple Fiber Massachusetts, LLC, unless otherwise clearly indicated by the context.

**Customer** - A person or entity that subscribes to the Company's Service(s)

**Customer Premises** - the Customer's premises identified in the Service Order and which are to be made available by the Customer for use by the Company for the provision of or Services.

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

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

**Holidays** - Holidays observed by the Company as specified in this tariff.

**LATA** - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co.*, 569 F.Supp. 990 (D.D.C. 1983).

**Point of Connection** - The active network in which Authorized Users access Services.

**Residential Customer** - A Residential Customer is a person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

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**SECTION 1 - DEFINITIONS, CONT'D.**

**Services** – Fiber network internet service provided by the Company.

**Service Order** – A document that outlines Services that the Customer requires.

**Switched Access** - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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## **SECTION 2 - REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

The Company undertakes to furnish telecommunications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Massachusetts.

Customers and users may use Services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### **2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary, because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Terms and Conditions**

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff;
  - (2) the Customer is in violation of Company's Policies, Terms and Conditions (See [www.ripplefiber.com](http://www.ripplefiber.com)); or
  - (3) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Massachusetts regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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## SECTION 2 - REGULATIONS, CONT'D.

### 2.1 Undertaking of the Company, Cont'd.

#### 2.1.3 Terms and Conditions, Cont'd.

- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address.
- (I) The Company may refuse to provide basic local exchange service to anyone that refuses to provide positive identification.
- (J) GRANDFATHERED SERVICES

"Grandfathering" of Existing Service Offerings No Longer Offered for New Installations

#### 1. General

There are certain service offerings which have been discontinued to new customers but continue for specific customers who are subscribing to them at the time of their discontinuance. These exceptions to regular tariff provisions are referred to as the "grandfathering" of the customers involved. The service offerings continued on this basis are identified in the following tariffs and are subject to the conditions specified in paragraph B below.

#### 2. Service Offering and Rate Treatments

Grandfathered service offerings are continued only for existing customers at existing locations. The rates for grandfathered services are subject to change in the same manner and to the same extent as regular service offerings. No new or additional "grandfathered" services will be furnished. Where a new customer takes over existing telephone service, with or without a change in directory listing, where the customer initiates a change in class of service or where there is a break in the continuity, the "grandfathered" service is no longer available. The renting or leasing of the premises on which the service is provided to someone other than

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## SECTION 2 - REGULATIONS, CONT'D.

### 2.1 Undertaking of the Company, Cont'd.

the existing customer voids the furnishing of the grandfathered service, whether or not the telephone service remains in the name of the original customer.

#### 2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Liability of the Company, Cont'd.**

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.5 Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time.

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities, Cont'd**

- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein or as agreed upon in writing or notification by Company personnel prior to performance of any labor or deployment of any software or hardware in resolution of a service difficulty or trouble report at the Customer's premises resulting from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.
- (G) The Company's responsibility for the maintenance of facilities and equipment used in the provision of service to the Customer shall end at the network interface located on the outside of the customer's premises, unless otherwise expressly provided in these tariffs.



## SECTION 2 - REGULATIONS, CONT'D.

### 2.1 Undertaking of the Company, Cont'd.

#### 2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts' basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.2 Prohibited Uses**

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Massachusetts Department of Telecommunications and Cable regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- (E) Additional prohibitions are included in Company's [www.ripplefiber.com](http://www.ripplefiber.com) or available via written request to Ripple Fiber Massachusetts, LLC, 6000 Fairview Road, SouthPark Towers, Suite 300, Charlotte, NC 28104.

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## SECTION 2 - REGULATIONS, CONT'D.

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide telecommunication services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer, Cont'd.**

**2.3.1 General, Cont'd.**

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer, at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

An Authorized User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. An Authorized User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
  
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels, Cont'd.**

**2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing telecommunication services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Telecommunication services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all Authorized User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Authorized Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

"End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller."

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels, Cont'd.**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

**2.5 Payment Arrangements**

**2.5.1 Nondiscriminatory Service**

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is intentionally false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd**

**2.5.2 Payment for Service**

(A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd**

**2.5.3 Billing and Collection of Charges**

- (A) The Company shall render a bill during each billing period to every Customer. Date of rendition of the Company's bill for service shall be the 1st of each calendar month. The final payment date shall be the 1st day of the current month. The billing period shall be monthly unless otherwise specified in Customer's agreement of service.
- (B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.
- (E) Billing accrues through, and includes the day of, discontinuance by either party. If service is disconnected by the Company in accordance with Section 2.5.6, and later restored, restoration of service will be subject to all applicable restoration and installation charges.
- (F) If partial payment of a bill is made, then the Company shall first credit the partial payment to the oldest outstanding charges and then as determined by the Company.
- (G) In the adjustment of charges for erroneous billing or for overbilling by the Company, a credit towards client's existing service, shall be made in the amount of excess charges when such amount can be determined for the period of up to one year before the request for an adjustment is made by the Customer. No adjustments, credits, or refunds shall be made for any other prior period of time.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.4 Advance Payments**

The Company may require the prepayment of one (1) billing period's charges for service as a condition of service. If a Customer's service is subject to usage-sensitive pricing, then the prepayment shall not be more than the average of charges for similar services purchased in the Customer's exchange during the most recent calendar year for which data are available. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

**2.5.5 Deposits**

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address.
- (E) The Company may refuse to provide basic local exchange service to anyone that refuses to provide positive identification.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service**

**Part I – Business Customers**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, cont'd**

**Part II – Residential Customers**

(A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:

1. Nonpayment of a delinquent account for basic local exchange service or other telecommunication services;
2. Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.
3. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
4. Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.
5. A violation of a tariff provision of the provider of the Company that adversely affects the safety of the customer or other persons or the integrity of the Company's facilities;
6. Any other unauthorized use or interference with basic local exchange service;
7. A breach by the customer of any agreement for service with the Company.

(B) Notice of shutoff of basic local exchange service shall contain all of the following information:

1. The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
2. A clear and concise statement of the reason for the proposed shutoff of service;
3. The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
4. The right of the customer to file a formal complaint with the DTC if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within three (3) days of the date that the formal complaint is filed;
5. A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the DTC; and
6. The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

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**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, cont'd**

**Part II – Residential Customers, cont'd**

- (C) The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than five (5) days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- (D) A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the DTC concerning the bill upon which the notice is based.
- (E) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (F) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day when the Company's personnel are not available to reconnect service.
- (G) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.
- (H) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than one (1) working day after the customer's request, when the cause for the shutoff of service has been cured or credit or payment arrangements satisfactory to the Company have been made.
- (I) Before restoring service, the Company at its option may require one (1) or more of the following:
  - 1. Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and other services owed to the provider;
  - 2. A security deposit or payment guarantee determined on an ICB basis.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.7 Cancellation of Application for Service**

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

**2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

## SECTION 2 - REGULATIONS, CONT'D.

### 2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

#### 2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) The Company will consider the duration, extent, nature, and cause(s) of the service interruption and make a determination whether, and in what amount, a bill credit may be given.

#### 2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, or joint user;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.7 Restoration of Service**

When a Customer's Basic Local Exchange Service has been shutoff in accordance with this tariff, the Company will restore Service promptly, but not later than one (1) working day after the Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- A. Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- B. An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- C. Payment of the restoration charge and any applicable installation charges pursuant to Section 4.1 and Section 4.1 of this tariff;
- D. Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous three (3) years, excluding bank error.

**2.8 Use of Customer's Service by Others**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.9 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all recurring charges specified in the applicable Service Order tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

**2.10 Transfers and Assignments**

The Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.11 Notices and Communications**

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.12 Formal and Informal Procedures**

For Residential Customers, informal complaints will be handled by the Company's customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Massachusetts Department of Telecommunications and Cable.

**2.12.1 Alternative Dispute Resolution**

The following provisions apply if the formal complaint is for \$1,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Massachusetts Department of Telecommunications and Cable.
- (B) For a period of 60 days after the date the complaint is filed under section 203, the parties shall attempt alternative means of resolving the complaint.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 10 days, they shall participate in a mediation proceeding conducted by an administrative law judge or other person designated by the DTC.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 60 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the DTC a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the DTC as a final order.
- (F) If a party rejects or fails to respond to the recommended settlement, then the complaint shall proceed to a contested case hearing before the DTC.

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**SECTION 2 - REGULATIONS, CONT'D.**

**2.12 Formal and Informal Procedures, Cont'd.**

**2.12.1 Alternative Dispute Resolution, Cont'd.**

- (G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the DTC is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

**2.12.2 Payment of Amount Not In Dispute**

- A. If a customer files a formal complaint with the DTC, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- B. The amount that is not in dispute shall be determined by the Company.
- C. If the Customer fails to pay to the Company the amount that is not in dispute, then the Company may shut off service consistent with this tariff.

**2.13 Customer Access to Information**

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- A. The telephone number and address of the Company where the customer may inquire about telephone service.
- B. The telephone number and address of the Massachusetts Department of Telecommunications and Cable where a customer may file a formal complaint regarding a service regulated by the DTC.

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### **SECTION 3 - SERVICE OFFERINGS**

#### **3.1 General**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

##### **3.1.1 Application of Business and Residential Rates**

- A. The determination as to whether Services should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
  
- B. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  
  - 2. In residential locations where the place of residence is in the immediate proximity to a place of business and it is evident that the Services in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  
  - 4. In any residential location where there is substantial business use of the service and the customer has no service at business rates.

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**SECTION 3 - APPLICATION OF RATES, CONT'D.**

**3.1 General, Cont'd.**

**3.1.1 Application of Business and Residential Rates, Cont'd.**

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates at another location.

**3.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.2 Charges Based on Duration of Use, Cont'd**

**3.2.1 Applicable Rate Periods**

Unless otherwise specified, applicable rate periods are indicated in the chart below:

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

\* To, but not including

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### SECTION 3 - SERVICE OFFERINGS, CONT'D.

#### 3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

**3.3.1** Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

#### 3.4 Calculation of Distance

Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula: 
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.5 Directory Listings**

For each Customer of Company-provided Services, the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.6 Types of Services Offered**

Section 3.7 of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. Company provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Massachusetts, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The services offered are:

Basic Local Exchange Service, consisting of:

Business Basic Line Service

Residential Basic Line Service

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### SECTION 3 - SERVICE OFFERINGS, CONT'D.

#### 3.7 Basic Local Exchange Service

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.7 Basic Local Exchange Service, Cont'd.**

**3.7.1 Business Line**

A business line provides a customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. A business line includes unlimited local calling. See Section 4.1 for rates.

**3.7.2 Residential Basic Line Service**

Residential Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic line rates may be charged on any of the following optional rate plans. See Section 4.1 for rates.

**A. Unlimited Calling Plan**

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.8 IntraLATA Presubscription**

1. General

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per-call basis.

2. Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.8 IntraLATA Presubscription (Cont'd)**

3. Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in paragraph 4 following.

4. Customer Notices

The Company will notify switched network services subscribers of the availability of intraLATA presubscription. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

**SECTION 4 RATES AND CHARGES**

**4.1 Basic Local Exchange Service**

Service to be provided as defined in Section 3.7 of this tariff. Service charges under Section 4.2 also apply.

**Business Package**

Monthly Rate:	\$20.00
Nonrecurring Service Charge:	\$45.00

**Residential Basic Line Service – Unlimited Calling Plan**

Monthly Rate:	\$20.00
Nonrecurring Service Charge:	\$45.00

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## **SECTION 4 RATES AND CHARGES**

### **4.2 Service Charges**

#### **4.2.1 Delinquency Charges**

A. For each month for which the customer has a delinquent undisputed unpaid balance the company will apply a \$25 late fee to businesses and \$10 to residential customers.

B. If the customer has an unpaid balance from a previous bill the company will print a notice upon the customer's bill stating that they are delinquent and must pay the undisputed portion of the bill by the due date upon that bill to avoid a suspension of service.

C. Service will be suspended upon the 23rd of the month, or upon the next business day if the 2nd bill has gone unpaid.

D. The reconnection fee for service, once suspended, will be \$35.00.

E. The customer must pay their unpaid balance in full, or a payment agreement must be agreed upon by both parties in advance of service restoration.

F. The company reserves the right to charge an additional \$150.00 deposit to restore service which will be refunded to the customer after 6 months of good standing.

G. If permanently disconnected all equipment not returned in working order may be charged for at current market rates for restocking purposes.

H. If permanently disconnected and collections action are undertaken, the appropriate court filing fee, the process server's fee and a collection processing fee of \$50.00 will be applied to the customer's account. The company also reserves the right to charge actual expenses incurred to remedy all damages incurred during the collection process.

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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.3 Emergency Services**

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

**4.4 Telecommunications Relay Service**

All basic local exchange service providers must offer Telecommunications Relay Service to their customers. Telecommunications Relay Service enables persons who are certified as deaf, deafblind, hard of hearing, or speech-impaired to communicate with individuals using a voice telephone by using a text telephone-telecommunications device. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges. Rates and charges for calls placed through a telecommunication relay service shall not exceed the rates and charges for calls placed directly from the same originating location to the same terminating location.

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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.5 IntraLATA Presubscription**

a. Application of Rates

There will be no charge for a subscriber's initial intraLATA toll presubscription selection.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new subscriber is unable to make a selection at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.6 IntraLATA Presubscription, Cont'd.**

There will be no charge for a subscriber's initial intraLATA toll presubscription selection. New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new subscriber is unable to make a selection at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

a. Application of Rates (Cont'd)

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an intraLATA presubscription change charge will apply for any change thereafter.

b. IntraLATA Presubscription Change Charge

Per non-residence or residence line, trunk, or port

	<u>Non-recurring Charge</u>
Initial line, trunk, or port	\$5.00
Additional line, trunk, or port	\$5.00

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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.7 Rates by Individual Contract Basis (ICB)**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

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## SECTION 5 SERVICE AREAS

### 5.1 Service Area Description

**Exchange Access Services are provided in the following Service Areas and to the following locations and in to the extent that the Company has in-place and available network facilities extending to customer premises.**

#### **Service Area – LATA 128**

Locations – Athol, Acton, Andover, Amesbury, Arlington, Ashburnham, Ashby, Assonet, Attleboro, Auburn, Ayer, Bamstable, Barre, Bellingham, Belmont, Berlin, Beverly, Billerica, Blackstone, Bolton, Boston Central, Boylston, Braintree, Brewster, Bridgewater, Brighton, Brockton, Brookline, Bryantville, Burlington, Buzzards Bay, Cambridge, Canton, Carver, Cataumet, Charlestown, Charlton, Chatham, Chelsea, Chilmark, Clinton, Cohasset, Concord, Danvers, Dedham, Dennis, Dighton, Dorchester, Dover, Duxbury, East Boston, East Bridgewater, East Douglas, Easton, Edgartown, Essex, Everett, Fall River, Falmouth, Fitchburg, Foxboro, Framingham, Franklin, Gardner, Georgetown, Gloucester, Grafton, Granton, Hamilton, Hanover, Harvard, Harwich, Haverhill, Hingham, Holden, Holliston, Hopkinton, Hubbardston, Hudson, Hull, Hyannis, Hyde Park, Ipswich, Jamaica Plain, Kingston, Lawrence, Leicester, Leominster, Lexington, Lincoln, Littleton, Lowell, Lunenburg, Lynn, Lynnfield, Maiden, Manchester, Mansfield, Marblehead, Marion, Marlboro, Marshfield, Mattapoisett, Maynard, Medfield, Medford, Medway, Melrose, Merrimac, Middleboro, Milford, Millbury, Millis, Milton, Nantucket, Natick, Needham, New Bedford, Newburyport, Newton, North Attleboro, North Brookfield, North Reading, North Swansea, Northboro, Norfolk, Norton, Norwood, Oakham, Orange, Orleans, Osterville, Oxford, Peabody, Pepperell, Petersham, Plymouth, Princeton, Provincetown, Quincy, Randolph, Reading, Rehoboth, Revere, Rochester, Rockland, Rockport, Rowley, Roxbury, Rutland, Sagamore, Salem, Saugus, Scituate, Seekonk, Sharon, Shirley Shrewsbury, Siasconset, Somerville, South Boston, Southbridge, Southgate, Spencer, Sterling, Stoneham, Stoughton, Sturbridge, Sudbury, Taunton, Templeton, Topsfield, Townsend, Tyngsboro, Upton, Uxbridge, Vineyard Haven, Wakefield, Walpole, Waltham, Wareham, Watertown, Wayland, Webster, Wellesley, Wellfleet, West Boylston, West Newbury, Westboro, Westford, Westminster, Westport, Weymouth, Whitinsville, Whitman, Wilmington, Winchendon, Winchester, Winthrop, Woburn, Worcester, Wrentham, Yorwell

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