

**RNK Inc. d/b/a RNK Pennsylvania, Inc.**

Facilities-Based Interexchange Carrier Tariff  
REGULATIONS AND SCHEDULE OF CHARGES

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff applies to the intrastate charges applying to intraLATA and interLATA toll telecommunications services furnished by RNK Pennsylvania, Inc. ("Company") between one or more points within the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission and is in concurrence with the rules and regulations of 52 PA Code, Chapters 63 and 64. Copies of this tariff may be inspected, during normal business hours, at Carrier's principal place of business, 333 Elm St., Suite 310, Dedham, MA 02026.

ISSUED: October 29, 2007

By:

Richard N. Koch, President  
333 Elm Street  
Dedham, MA 02026

Effective: October 30, 2007

**List of Modifications**

ISSUED: October 29, 2007

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Effective: October 30, 2007

**CHECK SHEET**

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

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
Title	Original	39	Original		
1	Original	40	Original		
2	Original	41	Original		
3	Original	42	Original		
4	Original	43	Original		
5	Original	44	Original		
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7	Original	46	Original		
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9	Original	48	Original		
10	Original	49	Original		
11	Original	50	Original		
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ISSUED: October 29, 2007

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Effective: October 30, 2007

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ISSUED: October 29, 2007

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Effective: October 30, 2007

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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**BILLING STANDARDS**

The Company complies with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail

ISSUED: October 29, 2007

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**SYMBOLS SHEET**

**(D) Indicates Decreased Rate**

**(I) Indicates Increased Rate**

**(C) Indicates any other change**

ISSUED: October 29, 2007

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**TARIFF FORMAT SHEETS**

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

**B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PA P.U.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the PA P.U.C. follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

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

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line:** An arrangement that connects the Customer's telephone to an RNK-designated switching center or point of presence.

**Authorized User:** A person, firm, corporation, or any other entity authorized by the Customer to use the Company's service under the terms and conditions of this notice. The Customer remains responsible for payment of services.

**Available Usage Balance:** The amount of usage remaining on a Debit Service Account at any particular point in time. Each Service Account or Card has an Initial Usage Balance to be debited which is stated either in usage minutes or U.S. dollars, depending upon the type of service. The Available Balance is depleted as the Customer uses services provided by the Company.

**Calling Card:** A physical or virtual (an assigned Personal Identification Number with or without a physical or printed card) card attached to a presubscribed service, or Debit Service with or without a remaining usage balance which would be depleted on a real-time basis during each Debit Service call.

**Central Office or CO:** A site where local telephone switches and other equipment reside for purposes of routing calls and other functions.

**Company or Carrier:** RNK Inc. d/b/a RNK Pennsylvania, Inc., the issuer of this Tariff.

**Commission or "PUC":** Pennsylvania Public Utilities Commission

**Customer:** The person, firm, corporation or other entity that orders, cancels, amends or uses services from, and is responsible for, payment of charges and compliance with the Company's applicable notices or tariffs.

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

ISSUED: October 29, 2007

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D**

**Debit Service (2):** A calling card and/or Personal Identification Number which represents a prepaid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Service Call:** An originated telecommunications whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance of a Company-issued Debit Service.

**End User:** Any Customer of an intrastate telecommunications service that is not a carrier.

**Initial Usage Balance:** The amount of usage on a Debit Service upon issuance or activation and before any depleting call activity.

**LATA:** Local Access and Transport Area. A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

**LEC:** Local Exchange Company.

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D**

**NECA:** National Exchange Carriers Association.

**Personal Identification Number (PIN):** A unique pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to identify the caller and validate the caller's authorization to use the services accessed and provided. The Customer is responsible for charges incurred through the use of his or her assigned PIN.

**Premises:** The physical space designated by a Customer or authorized user for the termination of the Company's service.

**Presubscription:** A procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA 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.

**RNK:** Refers to RNK, Inc. d/b/a RNK Pennsylvania, Inc.

**Sponsor:** A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with calling cards (prepaid or otherwise) or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Subscriber:** The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this notice. A Subscriber is also a Customer under the terms of the notice.

ISSUED: October 29, 2007

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking the Company**

This tariff contains the rules, regulations and rates applicable to intrastate telecommunications services provided by the Company within the Commonwealth of Pennsylvania. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the PUC's rules. In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested. Service will be furnished (i) through the Company's own facilities, (ii) through the use of network elements procured from facilities-based Local Exchange Carriers, and (iii) through a combination of the foregoing.

### **2.2 Use**

The Customer may use services provided under this tariff for any lawful telecommunications purpose for which the service is technically suited. 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. Resellers and rebillers of the Company's service must be certified with the Public Utilities Commission, to the extent required by the Commission and/or Commonwealth of Pennsylvania Law.

### **2.3 Limitations of Service**

#### **2.3.1 Shortage of Equipment Facilities**

**2.3.1.A** The Company reserves the right to limit or 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

**2.3.1.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, from time to time, to furnish service as required at the sole discretion of the Company.

**2.3.1.C** The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 –RULES AND REGULATIONS, (Cont’d)**

**2.3 Limitations of Service, (Cont’d)**

- 2.3.2** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.3** This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard to the State’s choice of laws provisions.
- 2.3.4** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.3.5** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.8** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to theirs.

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Effective: October 30, 2007

## **SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

### **2.4 Liability of the Company**

- 2.4.1** 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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.11, below. 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.
- 2.4.2** With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.
- 2.4.3** 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; the inability to access emergency services after a completed 911 call or call attempt in accordance with this tariff; any law, order, rule, regulation, direction, action or request of the government of the Commonwealth of Pennsylvania or of any other government, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.4.4** **[RESERVED FOR FUTURE USE]**
- 2.4.5** 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.
- 2.4.6** The Customer shall indemnify and hold 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, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

ISSUED: October 29, 2007

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.4 Liability of the Company (Cont'd)**

- 2.4.7** The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.4.8** Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.4.9** The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.4.10** The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.4.11** The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.4.12** The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, 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, locations or use of service furnished by the Company at such locations.

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Liability of the Company, (Cont'd.)**

- 2.4.13** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.9 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 2.4.14** In Conjunction with the Busy Line Verification and Interrupt Service, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.4.15** The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.4.16** Any provisions that limit liability or damages do not apply to the extent they conflict with PA PUC rules.
- 2.4.17** The Company shall not be liable for charges from the underlying LEC should a Customer's account incur a non-discounted service or charge from the underlying Local Exchange Carrier.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

**2.5 Obligations of the Company**

- 2.5.1** Service may be initiated based on a written or verbal agreement between the Company and the Customer.

ISSUED: October 29, 2007  
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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.5 Obligations of the Company, (Cont'd)**

#### **2.5.2 Notification of 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

### **2.6 Assignments or Transfer**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the express 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; (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. Such transfer or assignment shall only apply where there is no significant interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

### **2.7 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The Company reserves the right to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month shall be a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

### **2.8 Obligations of the Customer**

#### **2.8.1 General - The Customer shall be responsible for:**

- .A** the payment of all applicable charges pursuant to this tariff;

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Obligations of the Customer, (Cont'd)**

- . **B** reimbursing the Company for 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 terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- . **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** Any 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;
- . **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, 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 services as stated herein, removing the facilities or equipment of the Company;
- . **G** RESERVED FOR FUTURE USE

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Obligations of the Customer, (Cont'd.)**

**2.8.1 General, (Cont'd.)**

- .H** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- .I** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes; and,
- .J** paying all non-discounted service or other charge from the underlying Local Exchange Carrier related to the Customer's account, which the Company will pass-through the charge to the Customer at the Company's cost.

**2.8.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

- .A** any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, 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.
- .C** any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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**SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

In particular, but not exclusively, the Customer is responsible for any and all cost(s) incurred as the result of:

- .A any delegation of authority resulting in the use of his or her communications equipment and / or network services which result in the placement of calls via the Company;
- .B any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- .C any calls placed by or through the Customer's equipment via any remote access feature(s);
- .D any calls placed as a result of the Customer's intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- .E any and all calls placed to a toll free telephone number (e.g., 800/888) provided to the Customer by the Company.

**2.9.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- .A All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- .B The Company shall present bills for Recurring Charges monthly to the Customer, for the month that service is provided.
- .C For new customers or existing customers whose service is disconnected, 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 Residential customers may elect to pay service connection and other nonrecurring charges associated with service orders in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

ISSUED: October 29, 2007

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Effective: October 30, 2007

## **SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

### **2.9 Billing and Payment for Service, (Cont'd)**

#### **2.9.2 Billing and Collection of Charges (Cont'd)**

Installment billing is subject to the following restrictions:

- Installment billing may be used only by residential customers;
- Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- More than one installment plan may be in effect for the same customer at the same time;
- If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- Installment billing payments will continue even when an account is temporarily suspended;
- No interest or carrying charges will be applied to the outstanding balance during the installment period.

#### **2.9.3 Late Payment Charges**

The Company reserves the right to assess a late payment charge of 1.25% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. The late payment charge will apply to all past due amounts billed under this tariff, excluding one month's local service charge, but including arrears..

Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

Late payment charges do not apply to final accounts.

Late payment charges do not apply to government agencies of the Commonwealth of Pennsylvania. These agencies are required to make payment in accordance with applicable Pennsylvania law.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 –RULES AND REGULATIONS, (Cont'd)**

**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.4 Deposits**

As a condition of supplying service, the Company may require a reasonable deposit if, after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established credit.

**.A** Subject to special provisions as may be set forth below and in Section 2.9.5 of this Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. An applicant's creditworthiness will be established according to 52 Pa. Code §64.32. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the customer.

**.B** The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

**.C Interest on Deposits**

Interest on deposits shall be calculated pursuant to the provisions of 52 Pa. Code §64.41, at the rate of 6 percent per annum, and shall be payable on deposits without deductions for taxes thereon. Interest shall be paid annually to the customer or, at the option of either the LEC or the customer, shall be applied to the customer's bill.

**.D Additional Deposit**

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.4 Deposits (cont'd)**

**.E Return of Deposit**

When a deposit is to be returned, the customer may request that the full amount of the deposit be issued by check. If the customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the customer by check.

**2.9.5 Limitations on Deposit Requirements**

In the following situations, or as otherwise required by Commission rules, a deposit will not be required, or the requirement will be modified in the manner specified.

**.A General**

Except as provided in 2.9.5.B following, the Company may require a deposit, as described in Section 2.3.2 of this Tariff, from a residential customer who is applying for service if the customer: 1) has had service terminated for nonpayment once within the preceding six-month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.

An existing customer is an applicant for service who was a customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a deposit.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.5 Limitations on Deposit Requirements (cont'd)**

**.B Customers Exempt from Deposits**

A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

**.C Recent Payment History**

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.10.7 below.)

New deposits from a residential customer are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential customer after 1 year, unless the customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Billing and Payment for Service, (Cont'd)**

**2.9.6 Dishonored Payments**

The customer shall be responsible for the payment of a Returned Payment Charge of \$10.00, will apply whenever a payment for service is not accepted by the institution on which it is written. The Return Payment Charge applies to any payments which are unable to be processed, but is not limited to: Insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debits.

If a dishonored payment is made in response to a disconnection notice, the customer will have five (5) business days' grace period to render a money order or cashier's check for the amount due plus applicable charges and fees to the Company before service will be discontinued.

**2.9.7 Disputed Bills**

The Customer shall notify the Company, either orally or in writing, of any disputed items on a bill within 30 days (90 days, if a residential Customer) of receipt. Any unresolved disputes may be directed to the attention of the Pennsylvania Public Utilities Commission, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265. The Commission may also be reached toll free at 1-800-782-1110, or regarding a payment problem or a shut-off notice at 1-800-692-7380

The Company shall not suspend or terminate service based on non-payment of disputed charges.

**2.9.8 Adjusted Payment Schedule**

Customers on fixed incomes (e.g., pension and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.10 Discontinuance of Service**

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below in accordance with 52 Pa. Code §§64.61-123. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services furnished during the time of or up to suspension or discontinuance.

**2.10.1** Upon nonpayment of any amounts owing to the Company, the Company may suspend service by giving 7 days prior written notice to the Customer. In the event payment is not received within 10 days of the suspension of service, the Company may terminate service without incurring any liability.

**2.10.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

**2.10.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

**2.10.4** Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.10 Discontinuance of Service (cont'd)**

#### **2.10.5 Deferred Payment Agreements**

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. Existing residential customers with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period of no less than (10) months unless otherwise agreed to by the customer and for amounts of up to \$450 unless greater amounts are agreed to by the company. Down payments shall be not exceed the lesser of one-fifth of the amount deferred or three (3) months of a customer's average billing, plus the difference between the total amount of arrears and the amount deferred.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

#### **2.10.6 Suspension or Termination – Abandonment**

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

#### **2.10.7 Suspension or Termination - Medical Emergencies**

In the event of a medical emergency, an additional 30 days will be allowed for a residential customer before suspension or termination. A medical certificate must be supplied. This status may be extended beyond 30 days upon submission of specified documentation. During the emergency, customers can defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill. These rules also apply to any new applicant for service.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.10 Discontinuance of Service (cont'd)**

**2.10.8 Suspension or Termination - Elderly, Blind or Disabled**

An additional 20 days will be allowed before suspension or termination may occur when:

- the customer is known to or identified to the Company as being blind or disabled;
- the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

**2.10.9** A Customer who wishes to discontinue service voluntarily must give at least 5 days' notice to the Company, either written or orally.

**2.10.10** Upon cure by Customer of a condition resulting in disconnection under this Tariff, restoration of service shall be made within 24 hours, or in such time period as may be required by Commission rules or orders.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.10 Discontinuance of Service, (Cont'd.)**

**2.10.11** Upon reasonable notice, as may be required by Commission Rules, and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

- .A Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- .B For noncompliance with or violation of any Pennsylvania or Federal law, ordinance or regulation pertaining to the provision of telecommunications service.
- .C For noncompliance with or violation of Commission regulation or Company rules and regulations on file with the Commission.
- .D For reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing such services.
- .E In the event of tampering with the equipment or services owned by the Company or its agents.
- .F In the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- .G For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .H To prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services.
- .I The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - Using or attempt to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
  - Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - Any other fraudulent means or devices; or Use of service in such a manner as to interfere with the service of other users; or
  - Use of service for unlawful purposes.

ISSUED: October 29, 2007

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.11 Allowances for Interruptions of Service**

#### **2.11.1 Credit for Interruptions**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to the Company by the Customer, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the rules and regulations set forth by the Commission.

When service is interrupted for a period of at least 24 hours, a credit of one-thirtieth ( $1/30^{\text{th}}$ ) of the monthly recurring charge for each of the first three 24-hour periods of interruption. For each 24-hour period beyond the first three, a credit of two-thirtieth ( $2/30^{\text{th}}$ ) of the monthly recurring charge will be issued.

ISSUED: October 29, 2007

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.11 Allowances for Interruptions of Service, (Cont'd.)**

#### **2.11.2 Limitations on Allowances**

No credit allowance will be made for:

- .A** interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other unaffiliated common carrier providing service connected to the service of Company;
- .B** interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .C** interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .D** interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- .E** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- .F** interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;

#### **2.11.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

### **2.12 Cancellation of Service**

#### **2.12.1 Cancellation of Application for Service:**

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. The special charges described in this section will be calculated on a case-by-case basis.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.12 Cancellation of Service, (Cont'd)**

#### **2.12.1 Cancellation of Application for Service: (Cont'd)**

- .A** 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .B** 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, 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, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

#### **2.12.2 Cancellation Prior to Expiration of Term**

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 this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses incurred in connection with:

- .A** all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- .B** any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by Company on behalf of Customer, as approved by the Public Utilities Commission for approval, plus
- .C** all Recurring Charges specified in the applicable Service Order for the balance of the then current terms.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.13 Deferment of Service**

When a deferment of the date for placing facilities and equipment in service is requested by the applicant after the start of construction (usually at the time the required equipment has been purchased by the Company), charges based on costs apply, upon demand by the Company, for any deferment in excess of one (1) month. The costs include the monthly carrying charges on the Company's investment in equipment and facilities at the time of the deferment plus any other specific costs applicable to the deferment. In no case will the placing in service of equipment and facilities be deferred for more than eighteen (18) months. After eighteen (18) months the installation is considered cancelled.

### **2.14 Continuation of Service**

**2.14.1 For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

**2.14.2 For Term Agreement Customers:** Service will continue in accordance with the term agreement. Such agreement shall be renewed automatically for the initial term or in any additional term, unless the customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original term agreement apply to this renewed agreement.

### **2.15 Notices and Communications**

**2.15.1** 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.15.2** 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.

**2.15.3** 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.

**2.15.4** The Company may direct the customer to an Internet (World Wide Web) address for generally applicable customer notices or communications, to the extent permitted by Commission rules.

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.16 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

### **2.17 Taxes, Fees and Surcharges**

- 2.17.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.17.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.17.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

## **SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

### **2.18 Timing of Messages**

**2.18.1** For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

**2.18.2** For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed upon alternate.

**2.18.3** Call timing ends when either party hangs up, thereby releasing the network connection.

### **2.19 Calculation of Mileage**

Rates for mileage-based services will be based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

### **2.20 Time of Day Definitions**

Where usage charges are charged according to the time of day when the call is placed, the following definitions shall apply:

#### Time-of-Day Periods Defined

Day	8:00 a.m. - 5:00 p.m. Mon-Fri
Evening	5:00 p.m. - 11:00 p.m. Sun—Fri
Night/Weekend	11:00 p.m. - 8:00 a.m. all days
	8:00 a.m. - 11:00 p.m. Saturday/Holidays
	8:00 a.m. — 5:00 p.m. Sunday

Holidays are: Christmas; New Year's Day; Thanksgiving; Independence Day; Labor Day; and such other days as may be designated by carrier.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

### **SECTION 3 – SPECIAL PROGRAMS AND OFFERINGS**

#### **3.1 Sponsor Programs**

From time to time, the Company may enter into Sponsor Programs with third parties for the joint marketing and production of cards and services. The Sponsor may offer the Company's services to end users at reduced rates or at no charge as a promotional offering, either alone or as part of a combined package with other goods and services. Intrastate Sponsor Programs may be offered in conjunction with interstate Sponsor Programs.

#### **3.2 Special Promotional Offerings**

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage, subject to Commission approval.

ISSUED: October 29, 2007

By:

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Effective: October 30, 2007

## **SECTION 4. Presubscribed IntraLATA and InterLATA Toll Services**

### **4.1 General**

#### **4.1.1 Description**

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

Similarly, interLATA, intrastate toll service is furnished for communication between telephones in different local calling areas between LATAs within the state of Pennsylvania. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll and interLATA calling include the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

#### **4.1.2 Classes of Calls**

Service is offered as two classes: station to station calling and person to person calling.

**4.1.2.A** Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

**4.1.2.B** Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 4—Presubscribed IntraLATA and InterLATA Toll Services (cont'd)**

**4.2** Timing Of Calls

- 4.2.1** Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 4.2.2** For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 4.2.3** For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 4.2.4** Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 4.2.5** No time of day or mileage calculations apply.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 4—Presubscribed IntraLATA and InterLATA Toll Services (cont'd)**

**4.3 Presubscribed IntraLATA Toll Service**

- 4.3.1** Post-paid presubscribed Switched Outbound Toll Service is available to business and residential Customers for outbound domestic intrastate calling from presubscribed billed usage lines.
- 4.3.2** Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds.
- 4.3.3** Rates are not mileage or time-of-day sensitive.
- 4.3.4** Rates and charges are located in Section 4.6

ISSUED: October 29, 2007  
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Effective: October 30, 2007

**SECTION 4—Presubscribed IntraLATA and InterLATA Toll Services (cont'd)**

**4.4 Presubscribed InterLATA Toll Service**

- 4.4.1** Post-paid presubscribed Switched Outbound Toll Service is available to business and residential Customers for outbound domestic intrastate calling from presubscribed billed usage lines.
- 4.4.2** Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds.
- 4.4.3** Rates are not mileage or time-of-day sensitive.
- 4.4.4** Rates and charges are located in Section 4.6

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 4—Presubscribed IntraLATA and InterLATA Toll Services (cont'd)**

**4.5 Basic Toll Free Service**

**4.5.1 General**

Toll free service is available to Subscribers for incoming calls. Calls originate from any interstate or intrastate location over a toll free (800/888) number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Since interLATA calls cannot be prevented from reaching a toll free service number, the Subscriber must also subscribe to an interLATA toll free service or similar service provided by an interexchange carrier.

**4.5.2** Toll free service does not include person to person, collect, conference or other calls requiring operator handling. Service may be furnished only when and for so long as the Customer subscribes to a sufficient number of access lines to adequately handle the volume of telephone calls received, without interfering with any of the services offered by the Company.

**4.5.3 Regulations**

**4.5.3.A** The minimum service period is one month.

**4.5.3.B** Service is furnished by the Company at rates based on the accumulated time per month. All usage is billed with an initial minimum period of 30 seconds, and with a fractional subsequent 6-second interval.

**4.5.3.C** When toll-free service is ordered, the customer has the option to specify the geographic location in which the number may be dialed.

**4.5.3.D** For interstate and international-originated traffic, corresponding rates and charges are set forth in the Company's applicable FCC public disclosures.

**4.5.3.E** A one-time connection charge, as well as a monthly recurring fee (in addition to any usage charges) applies to each Toll Free Service.

**4.5.3.F** Rates do not vary by distance or time of day.

**4.5.3.G** Rates for Basic Toll Free Service are contained in Section 4.6, below.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 4—Presubscribed IntraLATA and InterLATA Toll Services (cont'd)**

**4.6 Rates and Charges**

**4.6.1 Presubscribed IntraLATA Toll Service**

Rate per minute: 0.069

**4.6.2 Presubscribed InterLATA Toll Service**

Rate per minute: 0.069

**4.6.3 Per Call Service Charges**

Customer Dialed Calling Card \$0.60

Person to Person \$3.75

3rd Number Billed \$1.60

All other Operator Assistance \$1.25

**4.6.4 Basic Toll Free Service**

	<u>Geographic Coverage</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>	<u>Usage (per-minute)</u>
Basic Toll-Free Service--Non-RNK Local Exchange Customer	Continental US or PA-Only US and Canada or NANP-Wide	\$ -	\$ 3.99	\$ 0.039
Basic Toll-Free Service—RNK Local Exchange Customer	Continental US or PA-Only US and Canada or NANP-Wide	\$ -	\$ 3.99	\$ 0.039
		\$ -	\$ 5.99	\$ 0.059

ISSUED: October 29, 2007

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Effective: October 30, 2007

## **SECTION 5. Debit Card Services**

### **5.1 Pre-Paid Debit Service**

#### **5.1.1 General**

Debit Service is available to residential and business Subscribers for placing calls while at or away from their principal premises. Calls are originated by dialing a local or toll-free "800" access number, followed by a Personal Identification Number ("PIN"). Debit card service is depleted on a real-time basis as calls are placed. Customers are notified of their remaining usage balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any intrastate (or other) location. Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

#### **5.1.2 Exclusions**

The following types of calls are not permitted via Calling cards:

- Calls to 500, 700, 800 and 900 numbers
- Calls requiring the quotation of time and charges
- Air to ground and High seas services

#### **5.1.3 Service Availability**

**5.1.3.A** All calls must be charged against a Debit Service that has sufficient available balance.

**5.1.3.B** Calls in progress will be terminated by the Company if the usage balance on the Debit Card is insufficient to continue the call and the Customer fails to recharge their card number or enter another valid PIN prior to termination.

**5.1.4** Payment for the Debit Service and any network access usage balance is non-refundable.

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 5. Debit Card Services (cont'd)**

**5.1 Pre-Paid Debit Service (cont'd)**

**5.1.5 Service Options** (some text related to interstate or international services is provided for informational purposes only)

The Company offers a variety of debit rate plans based on a Customer's desired calling patterns.

**5.1.5.A The RNK Card™**

A no-fee prepaid phone calling card for local and toll use within Pennsylvania used locally or nationally via local or 800 access. An 800-number per minute surcharge applies.

**5.1.5.B DialAroundTheWorld.com®**

DialAroundTheWorld.com® is a secure web site where customers can purchase prepaid phone calling card Personal Identifying Numbers ("PINs") (i.e., "virtual" calling cards). The PINs can be used within Pennsylvania via a network of local access or 800 numbers. An 800-number per minute surcharge applies.

The PINs can also be used nationwide via toll free number access. A toll free number per-minute surcharge applies.

**5.1.5.C Custom Card Program**

Customers can buy custom-designed prepaid phone calling cards. Cards can be used in Pennsylvania via a local access network or an 800 number. An 800-number per minute surcharge applies.

The card can also be used nationally via an 800 number access. An 800-number per minute surcharge applies.

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Effective: October 30, 2007

## SECTION 5. Debit Card Services (cont'd)

### 5.1 Pre-Paid Debit Service (cont'd)

#### 5.1.6 Rates and Charges

Rates do not include state and local taxes, or surcharges, (e.g., USF, TRS). Cards expire within one year of purchase or first use, whichever occurs later, unless stated otherwise upon the card.

(NOTE: The rates in this section, insofar as they may apply to services not within Pennsylvania, are provided for informational purposes only.)

1. "RNK Card"  
Pennsylvania = \$0.01 per minute
2. DialAroundTheWorld.com®  
Pennsylvania = \$0.01 per minute
3. Custom Card Program A  
Pennsylvania = \$0.01 per minute
4. Custom Card Program B  
Pennsylvania = \$0.025 per minute
5. Custom Card Program C  
Pennsylvania = \$0.025 per minute
6. Special Destinations  
Pennsylvania = \$0.019 per minute
7. Connection Free (\$1.99) Card  
Pennsylvania = \$0.01 per minute
8. HDC Tel card  
Pennsylvania = \$0.026 per minute
9. 3-2-1 Talk (Cellular origination)  
Pennsylvania = \$0.039 per minute
10. 3000 Minute Card  
Pennsylvania = \$0.003 per minute, Payphone surcharge = \$0.00
11. 1000 Minute Card  
Pennsylvania = \$0.005 per minute, Payphone surcharge = \$0.00

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 5. Debit Card Services (cont'd)**

**5.2 RESERVED FOR FUTURE USE**

ISSUED: October 29, 2007

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Effective: October 30, 2007

**SECTION 5. Debit Card Services (cont'd)**

**5.3 RESERVED FOR FUTURE USE**

ISSUED: October 29, 2007  
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Effective: October 30, 2007

**SECTION 5. Debit Card Services (cont'd)**

**5.4 Dial-Around Compensation Surcharge for Payphones**

**5.4.1** A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

**5.4.2** The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Pennsylvania Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

**5.4.3 Rates**

Unless otherwise specified in the rates or regulations for a particular product offering, the Dial Around Compensation Surcharge rate is \$0.99 per call.

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Effective: October 30, 2007

**SECTION 6 - SPECIAL CONSTRUCTION**

6.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

6.2 Basis for Cost Computation

The costs referred to in section 6.1 may include one or more of the following items to the extent that they are applicable:

- (A) Installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (1) Equipment and materials provided or used,
  - (2) Engineering, labor, and supervision,
  - (3) Transportation, and
  - (4) Rights of way;
- (B) Cost of maintenance;
  - (1) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
  - (2) Administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- (E) License preparation, processing, and related fees;
- (F) Tariff preparation, processing, and related fees;  
Charges when billed directly by another carrier, whether or not the Company is acting as agent, allowing Company to pass through these charges to the customer.
- (H) Any other identifiable costs related to the facilities provided; or
- (I) An amount for return and contingencies.

**SECTION 6 - SPECIAL CONSTRUCTION (CONT'D)**

6.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

6.3.1 The termination liability period is the estimated service life of the facilities provided.

6.3.2 Unless otherwise stated in this tariff, the amount of the maximum termination liability is equal to the estimated amounts for:

- (1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - (a) equipment and materials provided or used,
  - (b) engineering, labor, and supervision,
  - (c) transportation, and
  - (d) rights of way;
- (2) license preparation, processing, and related fees;
- (3) tariff preparation, processing, and related fees;
- (4) cost of removal and restoration, where appropriate; and
- (5) any other identifiable costs related to the specially constructed or rearranged facilities.

6.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 6.3.2 by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 6.3.2 preceding shall be adjusted to reflect the predetermined estimate net salvage, including any reuse adjustment to reflect applicable taxes.

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