

**RNK Inc. d/b/a RNK Pennsylvania, Inc.**  
**COMPETITIVE ACCESS PROVIDER**  
**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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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**

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333 Elm Street  
Dedham, MA 02026

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**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		
6	Original	45	Original		
7	Original	46	Original		
8	Original	47	Original		
9	Original	48	Original		
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 333 Elm Street  
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**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

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**SYMBOLS SHEET**

**(D) Indicates Decreased Rate**

**(I) Indicates Increased Rate**

**(C) Indicates any other change**

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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.

**Bit:** The smallest unit of information in the binary system of notation.

**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 Utility 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.

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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.

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

**Debit Service Payment:** A payment by commercial credit card, check, or draft that increases or establishes the Available Usage Balance on a Debit Service.

**Dedicated Transmission Service:** A facility or equipment system or subsystem set aside for the sole use of a specific customer.

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

**Individual Case Basis ("ICB"):** A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the case.

**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.

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

**RNK:** Refers to 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.

**Standard Rate:** The monthly recurring rate applicable to a tariffed service ordered, purchased, or defaulted to the month-to-month service plan or agreement.

**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.

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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 Utility 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.

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333 Elm Street  
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**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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**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.

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333 Elm Street  
Dedham, MA 02026

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## **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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**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.

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**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.

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## **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;

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**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, including reasonable attorneys' fees 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.

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By:

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

**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.

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By:

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

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**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**

Simple interest at the rate of six percent per annum 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 during the time the Company holds the deposit. .

**.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 (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.

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By:

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

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**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.

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

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**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 Utility 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, regarding a dispute, payment problem or shut-off notice.

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.

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

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## **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.

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By:

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

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## **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 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.

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By:

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

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**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.

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By:

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

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**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.

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By:

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

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## **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.

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By:

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

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## **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.

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

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## **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 Utility Commission for approval, plus
- .C** all Recurring Charges specified in the applicable Service Order for the balance of the then current terms.

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

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## **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 Utility 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.

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

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**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.

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

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### **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.

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

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## **SECTION 4. Dedicated Transmission Services**

### **4.1 General**

Dedicated Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

#### **4.1.1 Basic and Mixed Vendor Services**

Dedicated Transmission Services may be provided either entirely via the Company's facilities (Basic Services) or via a combination of the Company's facilities and those of another carrier (Mixed Vendor Services), depending upon the availability of facilities and at the sole discretion of the Company. Within 72 hours of ordering a Dedicated Transmission Service, the Company will apprise the Customer of whether the ordered service will be available as Basic or Mixed Services. Unless the customer is notified within 72 hours of placing a service order, Basic Service rates apply. Mixed Vendor Service rates will apply on an individual case basis.

#### **4.1.2 Speeds**

Digital channels over the Company's network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

DS0	-	up to 64 Kbps
DS1	-	1.544 Mbps
DS3	-	44.736 Mbps

Digital channels operating at speeds other than those listed above (e.g. fractional DS1 and/or DS3, or OC-n) may be provided at the Company's option on an Individual Case Basis (ICB).

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

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## **SECTION 4—Dedicated Transmission Services (cont'd)**

### **4.1 General (cont'd)**

#### **4.1.3 Service Functions**

Service functions are optional features or arrangements that are available for use with a 1.544 Mbps (DS1) or 44.736Mbps (DS3) channel.

**4.1.3.A** Central Office Multiplexing DS1 to Voice allows for up to 24 individual voice grade or analog data private lines on a channelized basis for use with a 1.544 Mbps circuit.

**4.1.3.B** Central Office Multiplexing DS1 to Digital allows for up to 24 individual digital private lines to be derived from a 1.544 Mbps circuit. This function is offered for the same customer at multiplexing hubs.

**4.1.3.C** Clear Channel Capability (CCC) provides a bipolar with eight zero substitution (B8ZS) encoding technique that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps channel circuit with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement allows customers to derive 64 kbps clear channels. This service is provided only on 1.544 Mbps digital service between two customer-designated premises and is subject to the availability of facilities. This arrangement requires that customer provided multiplexing equipment to be compatible with the B8ZS line code.

**4.1.3.D** Central Office Multiplexing DS1 to DS3 - allows for up to 28 individual digital DS1s to be derived from a 44.736 Mbps (DS3) circuit. This function is offered for the same customer at multiplexing hubs.

**4.1.3.E** Central Office Fiber Multiplexing – allows for a Optical Carriers (OC-n) of any level to be converted to its constituent DS3 (electrical) circuits

#### **4.2 Minimum Period**

The minimum initial service period is three months.

#### **4.3 Determination of Mileage**

**4.3.1** Mileage used to determine the rate for a local distribution channel is the airline distance measured, in increments of ½ mile, directly between the customer's premises and the serving central offices;

**4.3.2** Mileage used to determine the rate for a 1.544 Mbps interoffice channel is the airline distance measured, in one-mile increments, directly between the serving central offices or between a serving central office and the Telephone Company multiplexing hub.

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By:

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

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## **SECTION 4—Dedicated Transmission Services (cont'd)**

### **4.4 Application of Rates and Charges**

- 4.4.1** Premises Work Charges apply in addition to the monthly rates and Service & Equipment (“S&E”) charges for service.
- 4.4.2** Interoffice Channels — when the interoffice channel is connected at the same time as the local distribution channel, the S&E charge applies, per interoffice channel.
- 4.4.3** When the interoffice channel is installed without the associated local distribution channel the interoffice S&E charge applies as does an additional S&E charge which is assessed per interoffice channel.

### **4.5 Service Descriptions**

#### **4.5.1 DS0 Digital Dedicated Service**

Digital Services provide a digital transmission channel capable of normally carrying digital data signals. DS0 Services are Digital Channels furnished by the Company at transmission speeds up to 64 kbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

The following service configurations are available.

##### **4.5.1.A Low Speed Data Service**

RS232, DB25 connector demarcation and handoff. Provides point-to-point, DDS-compatible full-duplex synchronous circuit operating 2.4 Kbps, 4.8 Kbps, or 9.6 Kbps, with error correction. Supports all DDS control codes. Secondary channel is supported. (Compatible NCI Codes: 06DU5-24, 06DU5-48.)

##### **4.5.1.B 56 Kbps Data Service**

RS232, DB25 connector or V.35 demarcation and handoff. Provides point-to-point, DDS-compatible full-duplex synchronous circuit operating at 56 kbps, or multiples thereof. No error correction is provided. Supports all DDS control codes. (Compatible NCI Code: 06DU5-56.)

##### **4.5.1.C 64 Kbps Data Service**

RS232, DB25 connector or V.35 demarcation and handoff. Provides point-to-point, clear channel, full-duplex synchronous data circuit at 64 Kbps or multiples thereof. No error correction or in-band control codes are supported.

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

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.5 Service Descriptions (cont'd)**

**4.5.1 DS0 Digital Dedicated Service (cont'd)**

**4.5.1.D Effective 2-Wire Service**

Effective 2-Wire Service provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows:

**4.5.1.E Private Line Manual Ringdown**

2 wire, 600 ohm or 900 ohm, Loop Start, RJ21X demarcation and handoff. (NCI Code: 02AC2, 02AC3) provides circuit connecting two specific locations, where signaling (i.e., ringing current) is provided externally by the customer. A transmission can be originated from either end. Ringing at 20 Hz will be at the industry-standard voltage and current.

**4.5.1.F Private Line Automatic Ringdown (PLAR)**

2 wire, 600 ohm, Loop Start, RJ21X demarcation and handoff (NCI Code: 02LR2) provides circuit connecting two specific locations, where signaling (ringing) is automatically generated by the Company upon off hook (transmission origination). Either end can originate the transmission. Ringing at 20 Hz will beat industry-standard voltage and current.

**4.5.1.G OPX/Tie Line/Tie Trunk Private Lines (OPX)**

2 wire, 600 ohm or 900 ohm, Loop or Ground Start, RJ21X demarcation and handoff. (Possible NCI Codes: 02GS2, 02GS3, 02LS2, 02LS3, 02L02, 02L03, 02G02, 02G03, 04EA2-M, 04EA2-E, 06EB2-M, 06EB2-E, 06EA2-M, 06EA2-E, 08EB2-M, 08EB2-E, and 08EC2.) The circuit will be transparent to OPX signaling (e.g., DP or MF dialing, ringing)

**4.5.1.H 2-Wire Transmission Only**

2 wire, 600 ohm or 900 ohm, open loop (continuously connected), RJ21X demarcation and handoff. C4 conditioned circuit connecting two locations, typically used for voice band data service.

**4.5.1.I Effective 4-Wire Service provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech and duplex transmission of data converted to analog signals. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 4-wire data-conditioned telephone circuit. Specific configurations are as follows:**

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By:

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

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.5 Service Descriptions (cont'd)**

**4.5.1 DS0 Digital Dedicated Service (cont'd)**

**4.5.1.J 4-Wire Transmission Only**

4 wire, 600 ohm or 900 ohm, open loop (continuously connected), RJ21X demarcation and handoff. C4/DI conditioned circuit, with separate transmit and receive wire pairs. (NCI Codes: 04N02, 04DA2.

**4.5.2 DS1 - 1.544 Mbps**

Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical specifications:

Line Rate: 1.544 Mbps +/- 130 ppm  
Line Code 1: Bipolar (Alternate Mark) Inversion (AMI)  
or  
Line Code 2: Bipolar 8 zero substitution (B8Zs)  
Test Load: 100 ohms resistive

Pulse Shape: The Pulse Amplitude shall be between 2.4 and 3.6 volts Power Levels: For an all-ones transmitted pattern, the power in a 2 kHz band about 772 shall be 12.4-18.0 dBm and the power in a 2 kHz band about 1544 kHz shall be at least 29 dB below that in a 2 kHz band about 771 kHz.

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and of the negative pulses.

Notes:

1. The CCITT specification is +50 ppm.
2. Recommended for new equipment: The power in a 2 kHz band about 772 kHz shall be 12.6 - 17.9 dBm. CCITT requirements: The power in a 3 kHz band about 772 kHz is 12.0 - 19.0 dBm.

CCITT requirements: The power in a 3 kHz band about 1544 kHz shall be at least 25 dB below that in a 3 kHz band about 772 kHz.

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

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.5 Service Descriptions (cont'd)**

**4.5.2 DS1 - 1.544 Mbps (cont'd)**

**4.5.2.A Interconnections and Equipment Interfacing**

Interconnections to such channels and equipment interfacing to such channels shall meet the following technical specifications:

**4.5.2.A.1** A 1.544 Mbps channel provided on a two point basis and consists of two point digital channels and equipment which provide for simultaneous two-way transmission of serial, bipolar, return to zero, digital signals at a transmission speed of 1.544 Mbps. A 1.544 Mbps channel is designed to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24-hour period.

**4.5.2.A.2** Central Office (CO) Multiplexing may be provided from suitably equipped multiplexing hubs. The customer is responsible for the assignment of individual channels within the multiplexer and for maintaining records of those assignments.

**4.5.2.A.3** The central office multiplexing capability is provided by a central office multiplexer at designated multiplexing hubs which converts a 1.544 Mbps channel to 24 channels for use with voice grade services and/or analog data services or to 24 channels for use with digital services.

**4.5.2.B DS1- Optional Features**

**4.5.2.B.1** For central office multiplexing DS1 to Voice, rates and charges for voice grade connections from the central office multiplexer for Private Lines include signaling arrangements. Rates and charges for conditioning for Private Line analog data voice grade connections are set forth in Section 7.2, below.

**4.5.2.B.2** Rates and charge for voice grade connections from the central office multiplexer to a customer premises or a foreign exchange service in a different serving central office are provided as Private Line channels.

**4.5.2.B.3** For central office multiplexing DS1 to Digital, rates and charges apply for digital private line connections from the central office multiplexer to a customer premises.

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333 Elm Street  
Dedham, MA 02026

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.5 Service Descriptions (cont'd)**

**4.5.3 DS3**

Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +20 ppm  
Line Code: Bipolar with three-zero  
Substitution  
Test Lead: 75 ohms resistive + 5 percent

**Power Levels:**

For an all-ones transmitted pattern, the power in a 2 kHz band about 22.368 kHz shall be -1.8 to +5.7 dEm and the power in a 2 kHz band about 44.736 mHz shall be at least 20 dB below that in a 2 kHz band and about 22.368 kHz. 1

**NOTES:**

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 kHz bands.

**4.5.3.A Optional Features**

- 4.5.3.A.1** For central office multiplexing DS3 to Digital, rates and charges apply for digital private line connections from the central office multiplexer to a customer premises.

**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.6 Digital Transmission Services Variable Term Payment Plan (VTPP)**

**4.6.1** The monthly rates and Service & Equipment (“S&E”) charges for Digital Transmission Services are offered under the VTPP. The VTPP monthly rates and S&E charges are payable over the following Optional Payment Periods (OPP) as selected by the customer.

**4.6.1.A** Only the local distribution channel, intracentral office distribution channel, central office multiplexing and interoffice channels are eligible for the OPPs of 36 month or 60 months.

**4.6.1.B** The available OPPs for Digital Transmission Services monthly rates are month-to-month, 36 months and 60 months.

**4.6.1.C** The available OPPs for Digital Transmission Services S&E charges are 36 months and 60 months.

**4.6.1.D** When a customer selects the S&E charge 36 or 60 month OPP, their S&Es reflect a 50% reduction.

**4.6.1.E** The total number of S&E charges included in an OPP may not exceed the total number of local distribution channels and interoffice channels included in the OPP.

**4.6.1.F** The OPP selected for the S&E charges must be the same as the OPP established for monthly rates.

**4.6.1.G** An OPP may not be established only for S&E charges. The monthly rates for the channels which incurred the charges must also be included.

**4.6.2 Termination Liability**

**4.6.2.A** If a customer terminates service or cancels an OPP before the expiration of a commitment period the customer is subject to a termination liability charge.

**4.6.2.B** If a customer terminates service prior to a minimum service period, the minimum service period charges also apply, in addition to the corresponding, e.g., discounted, monthly rates for each local distribution channel and for the interoffice channels.

**4.6.2.C** The termination charges applicable to a 1.544 Mbps channel are dependent upon the payment period selected by the customer.

**4.6.2.D** When a customer disconnects some or all discounted channel in order to replace them with other Telephone Company provided channels the appropriate minimum service period charges would apply.

**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.6 Digital Transmission Services Variable Term Payment Plan (VTPP) (cont'd)**

**4.6.2 Termination Liability (cont'd)**

**4.6.2.E** The termination liability does not apply provided that the orders for the new channels and the disconnect of the existing channels are placed with the Telephone Company at the same time and the new channels have an equal or higher channel capacity and an equal or longer term and/or volume commitment than the disconnected channels.

**4.6.2.F** A customer may, at any time prior to the expiration of the selected payment period for an existing OPP, change to an OPP with a longer payment period at the then-effective discount.

**4.6.2.G** No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill day following the request for the change.

**4.6.3 Expiration**

**4.6.3.A** At the end of the payment period, the customer will have the option to subscribe to any then-effective discount, OPP/VTPP plan or to retain the service under the Standard Rates in effect at the time. If the customer does not notify the Telephone Company of its choice upon expiration of the initial or renewal payment period, service will continue and Standard Rates will be applied on a month-to-month basis.

**4.6.3.B** If a customer declares bankruptcy but retains post petition service pursuant to a court order, the U.S. Bankruptcy Code (e.g., via utility company exception, administrative priority, etc.) or other relevant law or rule, and rejects a remaining service term commitment, the term is thereafter deemed to have expired on the date of bankruptcy and all service provided from the date of bankruptcy forward is pursuant to the Company's Standard Rates on a month-to-month basis pursuant to Section 4.6.3.A.

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By:

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

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.7 Transmission Services--Rates**

**4.7.1 DS0 Service**

**4.7.1.A Local Distribution Channel**

Nonrecurring Charge

2-wire voice grade	\$200
4-wire voice grade	\$300
2.4 to <56 kbps	\$150
56 or 64 kbps	\$150
Addl. 56 or 64	\$150
At a single site	

Basic Service Recurring (per month)

2-wire voice grade	\$27
4-wire voice grade	\$45
2.4 to <56 kbps	\$64
56 or 64 kbps	\$64
Addl. 56 or 64	\$52
at a single site	

**4.7.1.B Interoffice Channel Mileage-Fixed**

Basic Service Recurring (per month)

2-wire voice grade	\$ 30.10
4-wire voice grade	\$ 30.10
2.4 to <56 or 64	\$ 27.10
56 or 64 kbps	\$ 27.10
add'l 56 or 64	\$ 27.10
at a single site	

**4.7.1.C Interoffice Channel Mileage-Per Mile**

Basic Service Recurring (per month per mile)

2-wire voice grade	\$3.50
4-wire voice grade	\$3.50
2.4 to <56 kbps	\$1.80
56 or 64 kbps	\$1.80
Add'l 56 or 64	\$1.80
at a single site	

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By:

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

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.7 Transmission Services—Rates (cont'd)**

**4.7.2 DSI SERVICE (BASIC 1.544 Mbps)**

Rates and term of Contract for Service shall be defined in a contract to be executed by and between RNK and customer reflecting all pricing and term discounts reflected in this section.

**DS1 (1.544 Mbps) Connection**

<u>Service</u>	<u>One Year Term</u>		<u>Three Year Term</u>	
	<u>Monthly Recurring</u>	<u>Set-Up Fee</u>	<u>Monthly Recurring</u>	<u>Set-Up Fee</u>
DS1 Digital Transport Facility*	\$700.00	\$1,000.00	\$665.00	\$1,000.00
<i>* monthly recurring charge reflects 2 intraLATA end-points (point-to-point service) or same LATA as serving Company POP (e.g. switched products). InterLATA DS1 Digital transport facilities are provided at rates to be determined on an individual case basis</i>				
Fixed Bandwidth Per Meg. Up to 5 Megs*	\$800.00	\$0	\$800.00	\$0
Fixed Bandwidth Per Meg. 6 to 10 Megs*	\$750.00	\$0	\$750.00	\$0
Fixed Bandwidth Per Meg. 11 or More Megs.*	\$700.00	\$0	\$700.00	\$0
<i>* based on 95% of peak utilization</i>				

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By:

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

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**SECTION 4—Dedicated Transmission Services (cont'd)**

**4.7 Transmission Services—Rates (cont'd)**

**4.7.3 DS3 SERVICE (44.736 Mbps)**

<u>Service</u>	<u>One Year Term</u>		<u>Three Year Term</u>	
	<u>Monthly Recurring</u>	<u>Set-Up Fee</u>	<u>Monthly Recurring</u>	<u>Set-Up Fee</u>
DS3 Digital Transport Facility*	\$3,000.00	\$2,500.00	\$2,850.00	\$2,500.00

\* Monthly recurring charge reflects 2 intraLATA end-points (point-to-point service) or same LATA as serving Company POP (e.g. switched products). InterLATA DS1 Digital transport facilities are provided at rates to be determined on an individual case basis

Fixed Bandwidth Per Meg. Up to 5 Megs*	\$800.00	\$0	\$800.00	\$0
Fixed Bandwidth Per Meg. 6 to 10 Megs*	\$750.00	\$0	\$750.00	\$0
Fixed Bandwidth Per Meg. 11 or More Megs.*	\$700.00	\$0	\$700.00	\$0

\* based on 95% of peak utilization

**4.7.4 Centralized Multiplexing**

**4.7.4.A** DS1 to DS3 Multiplexing - Aggregates 28 DS1's onto DS3 interoffice facilities via multiplexing provided at the Company's node.

<u>Nonrecurring (Installation)</u>	<u>Monthly Recurring</u>		
	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year</u>
\$1,000	\$2,646.85	\$2,406.25	\$ 2,165.65

**4.7.4.B** DS1 to DS0 Multiplexing - Aggregates 24 DS0s onto DS1 interoffice facilities via multiplexing provided at the Company's node.

<u>Nonrecurring (Installation)</u>	<u>Monthly Recurring</u>		
	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year</u>
\$1,000	\$550	\$500	\$ 450

**4.7.4.C** Central Office Fiber Multiplexing - Aggregates and converts electrical DS3's to a customer-specified optical carrier system (OCn)

<u>Nonrecurring (Installation)</u>	<u>Monthly Recurring (Per DS3 connected)</u>		
	<u>1 Year Term</u>	<u>3 Year Term</u>	<u>5 Year</u>
\$1,000	\$3,970.28	\$3,609.35	\$ 3,281.23

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

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

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**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:

**6.2.1** Installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

**6.2.1.A** Equipment and materials provided or used,

**6.2.1.B** Engineering, labor, and supervision,

**6.2.1.C** Transportation, and

**6.2.1.D** Rights of way;

**6.2.2** Cost of maintenance;

**6.2.2.A** 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;

**6.2.2.B** Administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;

**6.2.3** License preparation, processing, and related fees;

**6.2.4** Tariff preparation, processing, and related fees;

**6.2.5** 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.

**6.2.6** Any other identifiable costs related to the facilities provided; or

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

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