

THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
TELECOMMUNICATIONS DIVISION
100 Cambridge Street, Boston, MA 02202
(617) 305-3500

**DOING BUSINESS AS A TELECOMMUNICATIONS COMPANY
IN MASSACHUSETTS**

Revision date October 27, 1998

The Department of Telecommunications and Energy (DTE or Department) has general supervision, regulation of, and jurisdiction and control over the provision of telecommunications services when furnished or rendered for public use within the Commonwealth. *See* Massachusetts General Law (MGL) Chapter 159, Section 12 (d). In addition, MGL Chapter 159, § 19 requires telecommunications service providers furnishing service within the Commonwealth to have on file with the Department all rates, rules and regulations, conditions and limitations for the provision of intrastate services.

This application package refers to certain Massachusetts General Laws and to Department regulations contained in 220 Code of Massachusetts (CMR). A complete set of the General Laws of Massachusetts is available online by going to www.magnet.state.ma.us/legis/laws/MGL. The Department rules and regulations are also available online by returning to the DTE homepage, and pointing your browser to "Rules (CMR)."

Telecom-related information, including division "news" can be found on the Telecommunications Division's web page.

****APPLICATION PACKAGE ****

This package contains the following:

1. Filing and Reporting Requirements for Local and Interexchange Telecommunications Services Providers Offering Service in Massachusetts.
2. Registration/Statement of Business Operations
3. Tariff Filing Fees, Sample Transmittal and Explanation Letters, and Tariff Format
4. Guidelines regarding Residential Billing and Termination Practices for Telecommunications Service Providers
5. Check List For Registration/Statement of Business Operations and Tariff Filings
6. Sample Massachusetts Intrastate Tariff (31 pages)

Informational Materials

7. DPU 18448 - Rules and Practices Relating to Telephone Service to Residential Customers.

Questions regarding these materials should be addressed to the Telecommunications Division at 617.305.3540.

1. Filing and Reporting Requirements for Local and Interexchange Telecommunications Services Providers Offering Service in Massachusetts.

A. Registration/Statement of Business Operations

All telecommunications service providers proposing to offer telecommunications services (Registrants) must first register with the Department before commencing operations in the State. Registrants must submit a Statement of Business Operations (see form below), and certify that they will abide by all applicable administrative rules, policies and Orders of the Department.

The Department will presume that Registrants possess the necessary qualifications to operate, a presumption which is subject to further analysis if a problem is raised by the public, another utility, or by the Department.

B. Tariff Filings

Registrants must also file an initial tariff, and all subsequent changes/revisions to its tariff, for Department approval. All tariff filings must be accompanied by a letter of transmittal and include a clear explanation of the proposed filing. Pursuant to Massachusetts General Law Chapter 159, Section 19 and 220 C.M.R.5.00, tariffs become effective after 30 days from the date of filing with the Department, unless otherwise ordered by the Department. All service providers must maintain a current tariff on file with the Department, which will be made available for public inspection.

Registrations and tariff filings will be reviewed for compliance with statutes and Department policies. If the Department has any questions regarding the filing, a telecommunications analyst will contact the Registrant prior to the effective date of the proposed tariff.

C. Annual Report/Revenue Statement/Utility Assessment

Massachusetts General Law Chapter 166, Section 11 provides that all telecommunications services providers doing business in Massachusetts must file an annual return with the Department on or before March 31, for the year ending December 31 preceding. There is a \$5.00 filing fee that must accompany the Annual Report. Failure to file an annual report may result in penalties as outlined in M.G.L. c. 166, Section 12.

In addition, an annual Revenue Statement, indicating the amount of Massachusetts intrastate operating revenues, must be filed with the Department, and will be used for utility assessment purposes. The Department will mail the necessary Annual Return and Revenue Statement forms to all telecommunications service providers prior to the required filing date. See Massachusetts General Law, Chapter 25, Section 18.

Questions concerning DTE annual reports and/or utility assessments may be directed to the Department's Rates and Revenue Requirements Division at 617/305-3565.

Note: Service providers may also be subject to additional State reporting and/or filing requirements, *i.e.*, state sales tax. State tax information can be obtained from the Massachusetts Department of Revenue's website at <www.magnet.state.ma.us/dor> or by calling the DOR's General Information/Customer Service Bureau at 617/887-6367 or toll-free within Massachusetts at 800/392-6089. Online information may also be obtained from the State's home web page at <www.magnet.state.ma>.

2. Registration/Statement of Business Operations

Respond fully to each item requested on the Registration/Statement of Business Operations form. If an item is not applicable, please explain why.

If more space is needed to respond, use a separate sheet of paper.

Submit an original and two (2) copies of the completed Registration/Statement of Business Operations, along with any attachments to:

Mary Cottrell, Secretary
Department of Telecommunications and Energy
100 Cambridge Street
Boston, Massachusetts 02202

There is no filing fee for the Registration/Statement of Business Operations.

Pursuant to Massachusetts General Law 159, § 19 and 220 C.M.R. 5.00, Registrants are also required to have an approved tariff on file with the Department before offering intrastate services in Massachusetts.

COMMONWEALTH OF MASSACHUSETTS

Department of Telecommunications and Energy

100 Cambridge Street

Boston, MA 02202

**STATEMENT OF BUSINESS OPERATIONS
FOR TELECOMMUNICATIONS SERVICE PROVIDERS OTHER THAN
PAY-TELEPHONE SERVICES**

Type or Print:

1.	Legal Name of Registrant	
2.	Doing business under the name of	
3.	Business Address	
	Street and No.	
	City or Town	
	State and Zip Code	
	Telephone Number	
4.	If a corporation:	
	(a) under laws of what state is it organized?	
	(b) give date of organization	
	(c) provide the following information as to each officer, director, and stockholder owning of record or beneficially 10% or more of Registrant's outstanding capital stock:	

Name	Address	Title	Percent and Class of Shares

- 5. Please provide the appropriate contact person's name, title, mailing address, telephone number, e-mail address, and fax number to work with the Department on the following:
 - A. issues related to processing this Registration and tariff:

 - B. consumer-related issues:

 - C. technical and quality of service (QOS) issues:

 - D. tariff and pricing issues

6. Registrant is proposing to provide: [check all that apply]

- | | | | |
|--------------------------|-------------------------|--------------------------|-------------------------|
| <input type="checkbox"/> | local exchange services | <input type="checkbox"/> | voice grade services |
| <input type="checkbox"/> | interexchange service | <input type="checkbox"/> | data services (specify) |
| <input type="checkbox"/> | other (explain) | | |

facilities-based services

If facilities based services are proposed, provide location and description of Massachusetts facilities to be constructed and used.

resale

If resale, the Company proposes to use _____ as its underlying carrier.

7. Provide a clear and concise description of the *specific* services which are to be provided by the Registrant. If providing operator services, describe how Registrant's operators will respond to emergency-type calls.

If Registrant does not intend to provide services to presubscribed residential customers, the tariff must include restrictive language indicating that the Registrant's services and the tariff *are applicable to business customers only*.

OPERATOR SERVICE PROVIDER AND
CONSUMER PROTECTION POLICIES

The term "operator-service provider" (OPS) generally refers to a telecommunications service company that handles operator-assisted calls, such as collect, third-party billed, person-to-person and credit card calls from payphone locations and other traffic aggregator locations (e.g., hotels, hospitals, correctional/confinement facilities, etc.). Automated voice-prompt systems are considered to be operator services in Massachusetts.

OSPs must adhere to the following Department policies:

1. OSPs must be registered and have an approved tariff of intrastate rates and charges on file with the Department.
2. OSPs are subject to rate disclosure requirements similar to rules adopted in January 1998 by the Federal Communications Commission, effective July 1, 1998. OSPs must notify callers orally of how they can obtain rate information for their operator-assisted call, *i.e.*, the *total cost* of the call, including any aggregator surcharges, and how consumers may access the long distance carrier of their choice, before connecting and billing for the OSP call(s).
3. Rates charged by OSPs for **inmate** calling services are capped at those rates charged by Bell Atlantic - Massachusetts, with a maximum surcharge of \$3.00 for such calls.
4. OSP consumer information labels must clearly state:
 - the name of the company providing operator services;
 - the OSP's 800 telephone number;
 - that rate information is available from the OSPS operator 24 hours a day;
 - procedures for reporting service problems, obtaining billing information and accessing emergency services;
 - that the end user has a right to appeal any unresolved disputes concerning intrastate calls to the Massachusetts Department of Telecommunications and Energy, Consumer Division, 100 Cambridge Street, Boston, MA 02202; Toll-free within MA (800) 392-6066 or (617)727-353
5. The OSP consumer information material must be submitted to the Department for approval.
6. OSPs must provide the Department-approved consumer information labels to all property/location owners, and must be prominently displayed at traffic aggregator locations.
7. OSPs must include language in their intrastate tariff indicating that the property/location owner is required to post the OSP's consumer information materials at all traffic aggregator locations, and that pursuant to the OSP's tariff, any violation of this provision could result in disconnection of the property/location owner's service.

Registrant attests that the Company will comply with the above requirements established by the Department.

Authorized Signature

MASSACHUSETTS STATE TAX ATTESTATION FORM

In accordance with Massachusetts General Laws Chapter 62C, § 49A, I hereby certify under the pains and penalties of perjury that the Registrant, to the best of my knowledge and belief, has filed all Massachusetts state tax returns and paid all Massachusetts state taxes required by law. I also certify, under the pains and penalties of perjury that the Registrant, to the best of my belief, has filed and paid all federal taxes required by law.

Social Security Number

Signature of Individual OR Corporate Name of the Registrant

Federal Identification Number

Signature of Corporate Officer (if Registrant is a corporation)

3. **Tariff Filing Fees and Sample Transmittal and Explanation Letters**

- Tariff filing fees

Minimum Filing Fee for up to 30 tariff pages \$ 15.00

Each additional tariff page over 30 \$ 0.15

- Tariff Transmittal and Explanation Letters

Pursuant to the Department's regulations (220 CMR 5.00), all tariff filings must be accompanied by a transmittal letter indicating the tariff number and the specific pages being filed for consideration by the Department and a letter of explanation. Samples of each type of letter are provided below.

When forwarding a tariff to the Department, sufficient time should be allowed to cover transmittal of the filing, i.e., 3 days, in order that tariffs and schedules may become effective on the date specified (effective date), which in the case of common carriers, is 30 days after filing with the Department.

Sample Transmittal letter For Company Registering with the Department

Date

Mary Cottrell, Secretary
Massachusetts Department of Telecommunications and Energy
100 Cambridge Street, #1210
Boston, MA 02202

RE: Company Name

Dear Secretary Cottrell:

Enclosed please find an original and two (2) copies of our Statement of Business Operations and our initial Tariff M.D.P.U. No. 1, consisting of original pages 1 through 37.

Also enclosed is the appropriate tariff filing fee in the amount of \$ XX. As required by Massachusetts law, the proposed tariff carries an effective date of at least thirty (30) days after the filing date with the Department.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to [name] at (123) 456-7890.

Sincerely,

Company Representative/Title
or Consultant

enc.

Sample Combined Transmittal/Explanation Letter for Companies submitting tariffs.

Mary Cottrell, Secretary
Massachusetts Department of Telecommunications and Energy
100 Cambridge Street, Room 1210
Boston, MA 02202

Date

RE: Company Name

Tariff No. M.D.P.U. _____ Proposed Revisions for effect (date)

Dear Secretary Cottrell:

We are filing herewith an original and two copies of revisions to our M.D.P.U. Tariff No. ____, for effect (date) consisting of the following pages:

- 3rd Revised Page 6
- 8th Revised Page 7
- Original Pages 11 through 19.

These revisions decrease the per-minute rates from \$0.15 to \$0.14 for customers subscribing to Dial One Service, and introduce several new discount plans for volume users. Therefore, most subscribers should experience a reduction in monthly bills. The estimated first-year revenue impact is approximately \$42,000.

We have also enclosed the appropriate filing fee of \$ _____. Any questions regarding this filing should be directed to [name] at (123) 456-7890.

Please acknowledge receipt of this filing by returning the duplicate copy of this letter in the enclosed, self-addressed envelope.

Sincerely,

enc.

Tariff Format

NOTE: TARIFF FILINGS SHOULD BE SUBMITTED ON STANDARD 8½" X 11" THREE-HOLE PUNCHED PAPER.

1. Page Numbering - Page numbers should appear in the upper right-hand corner of the page. Pages should be numbered sequentially. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between page 22 and 23 would be 22.1.
2. Page Revision Numbers - Revision numbers should also appear in the upper right-hand corner of the page. These numbers are used to determine the most current page version on file. For example, the 5th revised page 22 cancels the 4th revised page 22.
3. Numbering Sequence - There are various levels of alphanumeric coding. Each level is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
 - 2.
 - 2.1
 - 2.1.A.
 - 2.1.A.1.(a)
 - 2.1.A.1.(a)I.
4. Coding of Tariff Revisions - Revisions to tariffs should be coded through the use of symbols. These symbols should appear in the right-hand margin of the page. Suggested symbols and their meanings are:
 - R - to signify a reduction
 - I - to signify an increase
 - C - to signify a changed regulation
 - T - to signify a change in text but no change in rate or regulation
 - S - to signify a reissued matter
 - M - to signify text relocated without change
 - N - to signify a new rate or regulation
 - D - to signify a discontinued rate or regulation
 - Z - to signify a correctionOther marginal codes can be used to direct the tariff reader to a footnote for specific information. Codes used for this purpose should be lowercase letters of the alphabet e.g., x, y, or z).

See also 220 CMR 5.00.

4. Guidelines regarding Residential Billing and Termination Practices for Telecommunications Service Providers

Providers of intrastate telecommunications *residential* services in Massachusetts must comply with certain billing and termination practices for *residential* customers, similar to those adopted by the Department for use by Bell Atlantic. See Docket D.P.U. 18448 (1977). These practices generally relate to billing and bill collection, residential telephone service termination, security deposit requirements, and the rights of residential telephone customers to be heard by the Department on billing matters that are in dispute with their telecommunications company.

Companies proposing to provide telecommunications services to presubscribed *residential* customers should refer to item 7 in this package which is a copy of *DPU 18448 - RULES AND PRACTICES RELATING TO TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS* as a template in preparing their own billing practices, to be filed with the service providers intrastate tariff. A company may revise certain terminology and rules, or request exemption(s) from certain requirements, if such provisions, terms or rules, are not applicable, as long as the change(s) and/or exemption(s) are not considered by the Department to result in substantive changes in a residential customers rights.

These billing practices, along with the company's tariff, will then be individually reviewed by the Department. A company which is able to comply with all billing and collections practices as set forth in D.P.U. 18448 may choose to adopt such practices by including a statement to that effect in the General Regulations section of its tariff. An example of such a statement would be "The Company will comply with the Billing and Termination Rules as set forth in DPU 18448." In such cases, there is no need to file specific billing and collection practices as an appendix to the company's tariff.

5. Check List For Registration/Statement of Business Operations and Tariff Filings

Use the checklist to indicate that the following information/documents have been provided in conjunction with filing the Statement of Business Operations and intrastate tariff.

All items must be responded to in order to expedite the handling of a filing. If a response is 'no' or 'not applicable, please explain.

This check list is to be submitted with the Business Statement and proposed tariff.

A. Statement of Business Operations

Yes No

1. 9 9 Registrant company is a *new* registrant and a *Statement of Business Operations* is attached.
2. 9 9 The four (4) page *Statement of Business Operations* is complete, signed and notarized.
3. 9 9 The description of the services in item 8 of the *Statement of Business Operations* is a clear, complete, but brief explanation of all services to be offered. The response does not refer the reader to the proposed tariff for a description of the proposed services.

B. Tariff

1. 9 9 The proposed tariff is accompanied by a transmittal letter indicating the tariff number and the specific pages being filed for consideration by the Department, and a letter of explanation. (See samples provided.)
2. 9 9 The proposed tariff is submitted on letter-size 8½" x 11" three hole-punched paper.
3. 9 9 The appropriate filing fee is enclosed. (See separate filing fee schedule.)
4. 9 9 The *issue* date of the proposed tariff is the date on which it is expected that the Department will receive the filing.
5. 9 9 The *effective* date of the proposed tariff is thirty (30) days after the date of filing with the Department (i.e., issue date).
6. 9 9 The proposed tariff contains the appropriate restrictive language if telecommunications services are being offered to only business/commercial customers.
7. If residential service is to be offered:
 - 9 9 (a) the tariff contains generic language stating that the company will comply with the Billing and Termination Rules in DPU 18448;
 - 9 9 (b) the proposed tariff contains explicit billing and termination rules *similar* to those contained in DPU 18448, and the differences are clearly articulated in the tariff transmittal letter.
8. 9 9 The proposed tariff contains, at a minimum, a detailed table of contents, and sections containing definitions, technical terms and abbreviations; general rules and regulations; a description of all services to be provided; and any applicable provisions for special pricing arrangements, promotional offerings and surcharges.

9. 9 9 The proposed tariff contains all applicable rate schedules for services to be offered. There are no minimum/maximum rates, or range of rates in the proposed tariff. If a third party rate is being "passed through" to the customer, explanatory language is contained in the tariff.
10. 9 9 There are no attorneys fees, court costs or collection fees in the proposed tariff.
11. 9 9 Security deposit requirements for residential customers do not exceed \$50.00.
12. 9 9 Interest on deposits, which must be paid by all telecommunications services providers on non-residential accounts, are calculated in conformance with 220 CMR 26.09.
13. 9 9 Late payment charges imposed by monopoly local exchange companies on unpaid non-residential account balances of bills in arrears are calculated in conformance with 220 CMR 26.10.
14. 9 9 The proposed tariff includes provisions indicating that a written notice of discontinuance of service, with reasons specified, will be sent fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail.
15. 9 9 If operator services will be offered from traffic aggregator locations, the consumer information label is in conformance with the Department's Consumer Protection Policies outlined in the *Statement of Business Operations*, especially with respect to oral rate disclosure requirements issued by the Department effective July 1, 1998, and similar to rules adopted by the Federal Communications Commission . (See DPU/DTU 97-88/97-18 Phase II (April 17, 1998)).
16. 9 9 If providing inmate calling services (e.g., automated, collect-only, 0+, debit-card, outbound-only calling services to inmates of confinement facilities in Massachusetts) the proposed tariffed rates and oral rate disclosure requirements are consistent with the Department's April 17, 1998, decision in Docket No. DPU/DTE 97-88/97-18 (Phase II).
17. 9 9 The proposed tariff contains language stating that all promotional service offerings will be filed with the Department for tariff approval. Promotions are not open ended and have an ending date.

Note: If Registrant is proposing to offer local exchange services, the proposed tariff may, if applicable, reference the exchange boundaries and local calling areas in Bell Atlantic - Massachusetts Tariff No. 10. Local tariffs may not reference rules, regulations rates from Bell Atlantic's tariff.

6. Sample Massachusetts Intrastate Tariff (31 pages)

YOUR COMPANY NAME

M.D.P.U. Tariff No. 1
Original Page 1

INTRASTATE TELECOMMUNICATIONS SERVICES

TITLE SHEET

RESOLD TELECOMMUNICATIONS SERVICES

This Tariff applies to the Resold Telecommunications Services furnished by YOUR COMPANY NAME ("Carrier") between one or more points in the Commonwealth of Massachusetts. This Tariff is on file with the Massachusetts Department of Telecommunications & Energy ("DTE") and copies may be inspected during normal business hours at Carrier's principal place of business.

Issued: November 6, 1997

Effective: December 6, 1997

Issued by: _____, President

YOUR COMPANY NAME

YOUR COMPANY ADDRESS

YOUR COMPANY NAME

M.D.T.E. Tariff No. 1
Original Page 2

CHECK-SHEET

The pages 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 on the bottom of this page.

Page	REVISION	Page	REVISION
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original		
16	Original		
17	Original		

Issued: November 6, 1997

Effective: December 6, 1997

Issued by: _____, President

YOUR COMPANY NAME
YOUR COMPANY ADDRESS

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YOUR COMPANY NAME

YOUR COMPANY ADDRESS

SYMBOLS

The following are the only symbols used for the purposes indicated below:

D- Delete or Discontinue

I- Change Resulting In An Increase to A Customer's Bill

M- Moved from Another Tariff Location

N- New

R- Change Resulting In A Reduction to A Customer's Bill

T- Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

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 Department. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current sheet number on file with the Department is not always the Tariff page in effect.

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YOUR COMPANY NAME
1

M.D.T.E. Tariff No.

Original Page

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TARIFF FORMAT (cont'd)

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

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 - When a tariff filing is made with the Department, an undated 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 the check sheet 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 Commission.

1997

Issued by: _____, President

YOUR COMPANY NAME

YOUR COMPANY ADDRESS

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization~code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - YOUR COMPANY NAME

Common Carrier - An authorized company or entity providing telecommunications services to the public

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Department - Massachusetts Department of Telecommunications and Energy ("DTE") formerly the Department of Public Utilities ("DPU")

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Issued: November 6, 1997
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Effective: December 6,

Issued by: _____, President

YOUR COMPANY NAME
YOUR COMPANY ADDRESS

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A prepaid or postpaid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

Issued: November 6, 1997

Effective: December 6, 1997

Issued by: _____, President

YOUR COMPANY NAME
YOUR COMPANY ADDRESS

SECTION 2. RULES AND REGULATIONS

2.1. Application of Tariff

2.1. 1 . This Tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Carrier to business and residential customers for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

Issued: November 6, 1997
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Issued by: _____, President

YOUR COMPANY NAME
YOUR COMPANY ADDRESS

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.1. Application of Tariff (Cont'd)**

2.1.2. Carrier's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers.

2.1.3. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

2.1.4. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

2.1.5. The tariff is applicable to business and residential customers.

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Effective: December 6, 1997

Issued by: _____, President

YOUR COMPANY NAME

YOUR COMPANY NAME

M.D.T.E. Tariff No.

1

Original Page

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4. Carrier's services are available for use twenty-four hours per day, seven days per week.

Issued: November 6, 1997
1997

Effective: December 6,

Issued by: _____, President

YOUR COMPANY NAME
YOUR COMPANY ADDRESS

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2. Use of Services (Cont'd)**

2.2.5. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

2.2.6. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.2. Liability of Carrier

2.3. I . Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

2.3.2. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.3. Liability of Carrier (Cont'd)

2.3.3. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect incidental or exemplary damages.

2.3.4. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.3.5. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.3. Liability of Carrier (Cont'd)

2.3.6. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

2.3.7. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.

2.3.8. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4. Responsibilities of the Customer**

2.4.1. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.

2.4.3. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.

2.4.4. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4. Responsibilities of the Customer (Cont'd)**

2.4.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (cont'd)

2.4.6. The Customer is responsible for payment of the charges set forth in this Tariff.

2.4.7. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.8 The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services

2.5.1. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.2.:

A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,

B. For violation of any of the provisions of this Tariff, (T)

C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or

D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.2. Procedures for discontinuance of existing service:

A. Carrier may discontinue service without notice for any of the following reasons:

1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2. If a Customer or User uses Carrier's services in a manner to violate the law.

B. In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than ten (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five (5) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5. Cancellation or Interruption of Services (Cont'd)**

2.5.3. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.5.4. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Billing Arrangements [Note you may cite D.P.U. 18448 instead of listing 2.6.1-2.6.3 below. Example. "The company will comply with D.P.U. 18448 for all billing and termination requirements."]

2.6.1. Customers will either be billed directly by Carrier or its intermediary, or charges will be included in the Customers' regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

2.6.2. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.

2.6.3. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

2.7. Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a (T) billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.8.1. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect

2.8.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Department. The address and the telephone number of the Department is:

Massachusetts Department of Telecommunications and Energy
100 Cambridge Street
Boston, Massachusetts 02202
(800) 392-6066

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SECTION 2. RULES AND REGULATIONS (Cont'd)2.9. Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10. Deposits

Carrier does not require a deposit from the Customer.

2.11. Taxes

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates. Gross receipts tax will not be billed as a separate line item.

2.12. Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

2.13. Promotions

Carrier may from time to time offer promotional services with the approval of the Department via a tariff filing.

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3 DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3. 2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3. 3. Dedicated Inbound Service

3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all local exchange carriers ("LEC") charges in-addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.4. Switched Outbound Service

3.4.1. Switched outbound services permits outward calling utilizing switched Feature Group D access on both the originating and terminating ends.

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3. 5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection the originating end. The Customer shall be responsible for all charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3. DESCRIPTION OF SERVICES (Cont'd)

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

3.7. Timing of Calls

3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

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3.8. Minimum Call Completion Rate

3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

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4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are permanent per second usage charges which apply to all calls.

4.2. Switched Inbound Usage Rates

BUSINESS DAY

EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 - 292	\$.0477 (I)	\$.0159 (R)

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4. RATES AND CHARGES (Cont'd)

4.3. Dedicated Inbound Usage Rates

BUSINESS DAY

EVENING/ NIGHT/WEEKEND

Mileage	Initial 30 Seconds	Additional 6 Seconds
0 - 292	\$.0477	\$.0159

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4. RATES AND CHARGES (Cont'd)

4.4. Switched Outbound Usage Rates

BUSINESS DAY

EVENING/NIGHT/WEEKEND

Mileage	initial 18 Seconds	Additional 6 Seconds
0 - 292	\$.0477	\$.0159

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4. RATES AND CHARGES (Cont'd)

4.5. Dedicated Outbound Usage Rates

BUSINESS DAY

EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
0 292	\$.0477	\$.01 59

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4. RATES AND CHARGES (Cont'd)

4.6. Calling Card Usage Rates

Mileage	Initial 30 Seconds	Additional 6 Seconds
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0 - 292	\$.0477	\$.0159
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4. RATES AND CHARGES (Cont'd)4.7. Special Promotional Offering

4.7.1. 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 when approved by Commission. All promotions will be filed with the Department for tariff approval

4.8. Emergency Calls

4.8.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company providing the service.

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7. DPU 18448 - RULES AND PRACTICES RELATING TO TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS

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RULES AND PRACTICES RELATING TO
TELEPHONE SERVICE TO RESIDENTIAL CUSTOMERS

PART 1. DEFINITIONS AND GENERAL PROVISIONS (Nine Parts)

Rule 1.1 Definitions.

- (a) "Adult" means any person eighteen years of age or older.
- (b) "Billing period" means a telephone service consumption period of not less than 26 nor more than 35 days.
- (c) "Company" means Bell Atlantic Telephone Company.
- (d) "Customer" means any past or present purchaser of telephone service supplied by the Company for residential purposes.
- (e) "Delinquent account" means an account for residential telephone service which remains unpaid for at least 30 days after receipt of a bill prepared and delivered in accordance with these Rules.
- (f) "Department" means the Department of Telecommunications and Energy of the Commonwealth of Massachusetts.
- (g) "Discontinuance of service" means a temporary cessation of telephone service caused by the Company and not voluntarily requested by a customer.
- (h) "New Service" means residential telephone service provided to a person who, at the time of application for the service, is not a person in whose name residential telephone service is currently being provided and who has not had his or her account removed for nonpayment within the preceding six months.
- (i) "Personal emergency" means any situation in which lack of access to telephone service endangers the health or safety of a customer or a member of the household to which the service is furnished.
- (j) "Receipt", in the case of a written communication which these Rules require to be transmitted to a customer, shall be presumed to be three days after the date of mailing or, if such written communication is delivered rather than mailed, on the date of delivery.
- (k) "Removal of account" means a permanent cessation of telephone service caused by the Company and not voluntarily requested by a customer.
- (l) "Subsequent service" means residential telephone service provided to a person whose previous residential account has been removed for nonpayment within the six-month period immediately preceding the time at which application for service is made.
- (m) "Transferred service" means residential telephone service provided at a new address to a person in whose name residential telephone service, at the time of the change of address, is currently being provided.

Rule 1.2 Written Communications. All written communications required by these Rules to be transmitted to a customer shall be sent only to the person and address specified by the customer. If the customer specifies a person or address different from the person to whom or the address at which service is to be provided, the Company shall then inform the customer that it will send all written communications to the specified person and address only.

PART 2. CUSTOMER INFORMATION ON RATES, SERVICES AND THE PROVISION OF THESE RULES

Rule 2.1 At the time any person applies for residential telephone service or for the conversion of one type of residential telephone service to another, a representative of the Company shall first explain the lowest-priced service and equipment available to residential customers in the area in which service is desired, together with all associated charges.

In addition, the Company representative shall advise each applicant for residential telephone service that a general description of services and equipment is available in the introductory pages of each directory.

Rule 2.2 Prior to installation or conversion, each applicant shall be given a clear, complete and informative explanation, including charges, of all residential services and equipment available to customers in the exchange in which service is to be provided.

Rule 2.3 The Company shall print, in a conspicuous place in the introductory pages of all residential telephone directories furnished by the Company, (a) a description of all residential customer rights and responsibilities under these Rules and (b) a general description of available services and equipment.

Rule 2.4 The Department shall have power to disapprove, in whole or in part, the form and content of all written communications required by this Part 2, and to require amendments, deletions, or additions to such communications.

PART 3. BILLING AND PAYMENT STANDARDS

Rule 3.1 Billing Frequency. The Company shall render, on a monthly basis, a bill to every customer for all lawful charges which have been incurred by the customer in the billing period for which the bill is rendered. The bills required by this Rule 3.1 shall be sent to the customer not sooner than one day nor later than fifteen days after the close of said billing period. The Company may, for administrative reasons, render the first bill or the final bill for a residential account on the basis of service provided for a period of less than twenty-six days. The Company may also, for administrative reasons, render a bill for a residential account on the basis of service provided for a period of less than twenty-six days or more than thirty-five days in the case of a change in the customer's telephone number or a change of an entire central office to a different billing cycle.

Rule 3.2 Payment of Bills. The Company shall allow each customer at least thirty calendar days, from the date of receipt of each bill, for payment in full. In the event a bill is not rendered with the frequency required by Rule 3.1 hereof, the Company shall allow, for payment in full, additional days equal to the number of days by which the date of receipt of the bill exceeds the billing frequency required by that Rule.

Rule 3.3 Computation of Payment Period. The date of receipt of a bill shall be as provided in Rule 1.1(j) hereof. If the actual receipt of a bill is disputed by a customer at a Department hearing under these Rules, such disputed issue shall be decided by the Department on the basis of evidence presented at the hearing.

If the last calendar day for remittance falls upon a day when the offices of the Company regularly used for the payment of customer bills are closed to the general public, the final payment date shall be extended through the next business day.

Rule 3.4 Billing Information. Every bill rendered by the Company for residential telephone service shall be in writing and shall state clearly:

(a) The beginning and ending dates of the current billing period;

- (b) The date by which payment in full must be made in order to prevent delinquency of the account;
- (c) The amount of all charges remaining unpaid for more than thirty days since receipt of a previous monthly bill, labelled delinquent as of stated date;
- (d) The amount of all payments made to the account during the current billing period, labelled payments and adjustments;
- (e) The amount of the previous balance remaining unpaid as of the date of preparation of the current bill, labelled outstanding balance before new charges;
- (f) All new charges, including a clearly labelled statement of regular monthly charges, taxes imposed on services, and toll calls (including date of call, time of day at which call began, length of call, place and telephone number called, whether or not the call was rated as operator- assisted or direct-dialed, charge for the call, and, if the call was made from any telephone number other than that to which it is billed, the area code and telephone number from which the call was made); and
- (g) The total outstanding balance in the account on the ending date of the current billing period, labelled new balance.

Rule 3.5 Charges and Billing for Installation, Connection and Restoration of Service.

- (a) At the option of the customer, the Company shall prorate the charges for connection, installation, restoration, or reconnection of service in four equal portions over four monthly billing periods, with each equal portion of such charge appearing on each monthly bill. At the time any connection, installation, restoration, or reconnection is requested, the Company shall make known to the customer his or her right to have the charges for such services prorated.
- (b) No customer shall be required to pay any part of such charge prior to the time that the customer receives the first monthly bill for services after such charge is incurred.
- (c) No customer shall be required to pay any reconnection fee or other charge for restoration of service if service was discontinued by the Company in error or in violation of any provision of these Rules.
- (d) If service to any customer is discontinued, either at the customer's request or pursuant to these Rules, prior to payment in full of any lawful charges prorated pursuant to this rule 3.5, the entire amount of such charges shall thereupon be due and payable in full.
- (e) Whenever a customer requests that service be transferred from one location to another, the Company may require payment of any undisputed delinquent charges as a condition of such transferred service.

Rule 3.6 Customer Protection Notices. All bills and notices of proposed discontinuance of service sent by the Company to a customer shall contain the following notices:

- (a) Right to Dispute Bill. The following legend shall be printed on the front of the bill, in print no smaller than 1/8 inch in height, "RIGHT TO DISPUTE YOUR BILL--SEE REVERSE [or INSERT] FOR DETAILS." The following message shall be included with the bill according to the form and manner set out below:

RIGHT TO DISPUTE YOUR BILL

If for any reason you believe your bill is wrong, you may call or write a Company representative and explain the amount you believe to be in error and the reason you believe there has been an error.

If, when you receive the decision of the Company representative, you still consider the bill wrong

or are not satisfied, you have the right to appeal to the Massachusetts Department of Telecommunications and Energy by calling or writing to the Department to request a hearing.

Call or write:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
100 CAMBRIDGE STREET
BOSTON, MASSACHUSETTS 02202

Telephone (617) 727-3531 or (800) 392-6066

Your telephone service will not be shut off for failure to pay the portion of your bill which you are disputing.

If you need more time to pay, call the Company at the business office number shown on the front of the bill.

An explanation of customer rights and responsibilities is contained in the introductory pages of the telephone directory.

(b) Bilingual Notice. The Company shall print on the face of all bills and written notices required by these Rules to be transmitted to a customer the following legend in Spanish, Portuguese and in any other language which has been determined by the Company or the Department to be the primary language of a substantial number of customers of the Company:

THIS BILL (NOTICE) IS IMPORTANT.

TRANSLATE IMMEDIATELY.

PART 4. SECURITY DEPOSITS AND GUARANTEES

A. Deposits.

Rule 4.1 New Service. The Company may require a deposit as a condition of new service only if the customer has an outstanding bill from previous telephone service and the bill is not in dispute. In addition, the Company may require payment of the outstanding bill or a satisfactory payment of arrangement therefor as a condition of service.

Rule 4.2 Restoration of Discontinued Service. The Company may require a deposit as a condition of the restoration of service which has been discontinued. In addition, the Company may require payment of any undisputed delinquent charges as a condition of such service.

Rule 4.3 Subsequent Service. The Company may require a deposit as a condition of subsequent service. In addition, the Company may require payment of any undisputed delinquent charges as a condition of such service.

Rule 4.4 Other Standards Prohibited. The Company shall not require a deposit as a condition of service except in the circumstances prescribed in Rules 4.1, 4.2 and 4.3 hereof. In no case in which a deposit is permitted by these Rules, shall the Company base a determination to require such deposit upon residential location, race, color, creed, sex, age, national origin or any other criteria not authorized by these Rules.

B. General Deposit Conditions.

Rule 4.5 Terms and Conditions of Deposits.

(a) A deposit required by the Company as a condition of new service shall not exceed the amount of \$50.

(b) A deposit required as a condition of the restoration of service which has been discontinued or as a condition of subsequent service shall not exceed an amount equal to two times the average

bill during the preceding six-month period for service at the customer's premises.

(c) Six months following the date on which a deposit has been made, and each month thereafter, the Company shall analyze the customer's account. If satisfactory credit has been established in accordance with Rule 4.5(f) hereof, the deposit shall be refunded. If satisfactory credit has not been established, the deposit may be retained and the Company shall make a determination whether the deposit held is inadequate or excessive. A deposit shall be deemed adequate if it equals two times the customer's average bill for the proceeding six months, within a \$10 tolerance. If the deposit exceeds this figure, a refund of the excess shall be made. If the deposit is less than this figure, the Company may request an additional sum equal to the amount of the inadequacy.

(d) Interest at the rate of 6% per annum shall be payable on all deposits. Interest shall be credited semi-annually to the service account of the customer or paid upon the return of the deposit, whichever occurs first.

(e) Upon termination of service, the deposit, with accrued interest, shall be credited to the final bill, and any credit balance shall be returned promptly to the customer.

(f) The credit of a customer shall be established as satisfactory and any deposit and accrued interest shall be refunded promptly by the Company upon timely payment by the customer of all proper charges for telephone service for a period of six successive months. For purposes of this Rule 4.5(f), payment shall be deemed timely if made prior to the issuance of a notice of discontinuance of service for nonpayment in at least four of the preceding six months and if there has been no discontinuance for nonpayment in accordance with these Rules during the same period.

(g) The Company shall maintain a detailed record of all deposits received from customers, showing the name of each customer, the address of the customer at the time of making the deposit, the customer's current address, the date of making and amount of deposit, and the date and amounts of interest paid.

(h) At the time of making a deposit, each customer shall receive a written receipt containing at least the following information:

- i. Name of customer;
- ii. Place of payment;
- iii. Date of payment;
- iv. Amount of payment;
- v. Identifiable name and signature of the Company employee receiving payment; and
- vi. Statement of the terms and conditions governing the receipt, retention and return of deposit funds.

(i) A customer's failure to produce the deposit receipt described in Rule 4.5(h) hereof shall not deprive the customer of the right to the refund to which the customer is otherwise entitled.

(j) The Company may withhold the deposit pending the resolution of a discontinuance of service for nonpayment which is disputed under these Rules.

C. Guarantees.

Rule 4.6 The Company may, at its option, accept a written payment guarantee in lieu of a deposit authorized by Part 4 hereof. The Company may not require a written payment guarantee from any customer ready, willing and able to make a deposit as authorized by these Rules. The Company shall develop policies which specify the circumstances in which it will accept a written payment

guarantee in lieu of a deposit, shall make those policies known to all customers and service applicants upon whom deposit demands are made, and shall apply those policies uniformly.

D. Right to Appeal Company Decisions Concerning Deposits.

Rule 4.7 All decisions by the Company concerning the propriety of requiring a deposit and the amount of any such deposit shall be appealable in accordance with the provisions of Part 6 hereof.

E. Refunds of Existing Deposits and Termination of Guarantee Agreements.

Rule 4.8 Within sixty days of the effective date of these Rules, the Company shall refund, with accrued interest, all deposits held as security on residential accounts and terminate all guarantee agreements that are inconsistent with these Rules. The Company may credit to the undisputed delinquent account of a customer the amount of any refund due that customer under the provisions of this Rule 4.8. The Company shall notify each customer that the refund or credit to the customer's account was made in accordance with these Rules.

PART 5 DISCONTINUANCE OF SERVICE AND REMOVAL OF ACCOUNTS

A. Grounds for Discontinuance of Service and Removal of Account.

Rule 5.1 Subject to the requirements of these Rules, the Company may discontinue service to a customer and remove the account of said customer for any one or more of the following reasons:

- (a) Nonpayment of a delinquent account amounting to \$25 or more;
- (b) Failure to make and maintain a deposit authorized by Part 4 hereof;
- (c) Use of the telephone service in a manner which is unlawful under the laws of the Commonwealth of Massachusetts or of the United States, or which is in violation of any tariff approved by the Department;
- (d) Failure to comply with the terms and conditions of a deferred payment agreement made or established in accordance with the provisions of Part 7 hereof;
- (e) Refusal to grant a duly authorized representative of the Company access to equipment upon the premises of the customer at reasonable times for the purpose of inspection, maintenance or replacement; and
- (f) Misrepresentation of identity for the purpose of obtaining telephone service.

Rule 5.2 Notwithstanding the provisions of Rule 5.1(a) hereof, the Company shall not discontinue service or remove an account where the total amount of the most current bill is less than the amount of any deposit held by the Company in connection with the service sought to be discontinued or the account sought to be removed.

Rule 5.3 Neither of the following shall constitute sufficient cause for the Company to discontinue service or remove an account:

- (a) The failure of the customer to pay for concurrent service received under separate account or at a separate residence or at a separate location; nor
- (b) The failure of any person, other than the customer against whom discontinuance of service or removal of account is sought, to pay any charges due to the Company.

B. Notices of Discontinuance of Service.

Rule 5.4 Except as provided in Rule 7.4 hereof, the Company shall not discontinue service pursuant to Rule 5.1 hereof unless written notice by first class mail is sent to the customer or personally served at least fifteen days prior to the date of the proposed discontinuance. Service of notice by mail shall be complete upon mailing. The Company shall maintain an accurate record of

the date of mailing of all discontinuance notices.

Rule 5.5 A notice of discontinuance of service for nonpayment of a delinquent account shall not be issued until the account has become delinquent as defined in these Rules.

Rule 5.6 A notice of discontinuance of service shall not be issued for nonpayment of a delinquent account if the entire amount of such delinquent account is the subject of a pending complaint pursuant to Part 6 hereof. The Company may, however, issue a notice of discontinuance of service with respect to that portion of any delinquent account which is not the subject of a pending complaint pursuant to Part 6 hereof. Should service be discontinued, the Company shall defer removal of the account until the dispute has been resolved.

Rule 5.7 Except as provided in Rule 7.4 hereof, notices of discontinuance of service shall contain the following information:

- (a) The telephone number, name and address of the customer and the delinquent amount;
- (b) A clear and concise statement of the reasons for the proposed discontinuance of service;
- (c) The date on or after which service will be discontinued unless the customer takes appropriate action;
- (d) A statement of the appropriate action the customer may take to prevent discontinuance;
- (e) The customer protection notices required by Rule 3.6 hereof;
- (f) The serious illness and personal emergency notice required by Rule 5.20 hereof;
- (g) A statement concerning the protection provided to elderly persons by Part 8 hereof; and
- (h) A statement that if service is discontinued, the customer may be required to pay, as a condition of the restoration of service, the delinquent balance, the appropriate charge for restoration of service (under the terms and conditions specified in Rule 3.5 hereof) and any deposit authorized by Part 4 hereof.

Rule 5.8 In addition to the notices required by Rules 5.4 and 5.7 hereof, the Company shall not discontinue service without first mailing to the customer a reminder of discontinuance notice. Such notice shall be mailed five days prior to the discontinuance date specified in the notice of discontinuance and shall contain the information required by Rule 5.7 hereof.

Rule 5.9 Two days prior to the discontinuance date, the Company shall make a telephone call to remind the customer of the proposed discontinuance. If the Company is unable to reach the customer, no additional call need be made.

Rule 5.10 Service shall not be discontinued, pursuant to Rule 5.1 hereof, on a day, or a day immediately preceding a day, when the services of the Company are not available to the general public for the purpose of reconnecting discontinued service. Notwithstanding any other provision of these Rules, the Company shall not discontinue service on any day, except during the hours between 8:00 a.m. and 4:00 p.m.

The Company shall discontinue service only within a ten-day period after the date specified pursuant to Rule 5.7(c) hereof. Thereafter, the Company may discontinue service only after another notice of discontinuance of service has been issued in accordance with Rules 5.4 and 5.7 hereof.

In the event the Company has agreed to extend the time for payment, and the customer does not pay as promised, service may be discontinued after the Company has provided a three-day notice of discontinuance to the customer.

If the last day of the three-day notice period required by the preceding paragraph of this Rule 5.10 falls upon a day on which the postal service does not deliver mail, then that notice period shall be

extended through the next day on which mail is delivered.

C. Removal of Account.

Rule 5.11 The Company shall not remove an account pursuant to Rule 5.1 hereof unless written notice by first class mail is sent to the customer or personally served at least ten days prior to the date of the proposed removal. Service of notice by mail shall be complete upon mailing. The Company shall maintain an accurate record of the date of mailing of all notices of removal of account.

Rule 5.12 A notice of removal of account shall not be issued until service to the account has been discontinued pursuant to Section B of Part 5 hereof.

Rule 5.13 A notice of removal of account shall not be issued for nonpayment of a delinquent account if any portion of such delinquent account is the subject of a pending complaint pursuant to Part 6 hereof.

Rule 5.14 Notices of removal of account shall contain the following information:

- (a) The telephone number, name and address of the customer;
- (b) A clear and concise statement of the reasons for the proposed removal of account;
- (c) The date on which service to the account was discontinued;
- (d) A statement that the customer may have service restored by making satisfactory arrangements, within ten days from the date of notice of removal of account, for the payment of the delinquent balance, the appropriate charge for restoration of service (under the terms and conditions specified in Rule 3.5 hereof) and any deposit authorized by Part 4 hereof.
- (e) A statement that if the customer fails, within ten days, to make the arrangements specified in 5.14(d) hereof, the account will be removed, and the customer will be required to re-apply for service and to pay, as a condition of such service, the delinquent balance, the appropriate service installation charge, and any deposit authorized by Part 4 hereof.
- (f) The customer protection notices required by Rule 3.6 hereof;
- (g) The serious illness and personal emergency notice required by Rule 5.20 hereof; and
- (h) A statement concerning the protection provided to elderly persons by Part 8 hereof.

D. Serious Illness and Personal Emergency.

Rule 5.15 Notwithstanding any other provision of these Rules, if the customer claims that there is a seriously ill person residing in the household where service is provided, the Company shall postpone discontinuance of service if the customer can demonstrate that he or she is unable to pay an outstanding bill for telephone service and that continued access to the telephone is required because of the serious illness. If service has already been discontinued, it shall be restored. Such postponement or restoral shall be predicated on the receipt of certification of the illness by a registered physician. The certificate shall state the name and address of the seriously ill person, the nature of the illness, and the physician's office address and telephone number.

Certification shall be valid for the duration of the illness or thirty calendar days, whichever is less, and shall be renewable twice under the same conditions.

Rule 5.16 A certification of serious illness shall be sufficient if initially made by telephone. In such event, the Company shall inform the certifying physician that a written certificate setting forth the information required by Rule 5.15 hereof must be forwarded to the Company within seven days. If the Company does not receive written certification of the serious illness within seven days, it shall make its best efforts to contact the customer and the certifying physician prior to discontinuing

service.

Rule 5.17 If the customer claims in writing and can demonstrate that he or she is unable to pay an outstanding bill for telephone service and that a personal emergency exists, the Company shall postpone discontinuance of service or shall restore service if it has already been discontinued. The period of postponement of discontinuance of service shall not exceed thirty days; and if service has been discontinued it shall be restored for a period not to exceed thirty days.

Rule 5.18 Any decision by the Company to deny a postponement of discontinuance of service or to refuse to restore service, purporting to be made pursuant to Rules 5.15, 5.16 or 5.17 hereof, shall be appealable in accordance with Part 6 hereof.

Rule 5.19 In cases where telephone service is continued or restored pursuant to Rules 5.15, 5.16 or 5.17 hereof, the customer must, no later than the end of the postponement or restoral period, (a) pay all undisputed delinquent amounts in full, (b) enter into a deferred payment agreement for such amounts pursuant to Part 7 hereof, or (c) request the Department to establish a deferred agreement for such amounts pursuant to Part 7 hereof. If the customer fails to make one of such payment arrangements, the Company may discontinue service.

Rule 5.20 All notices of discontinuance of service and all notices of removal of account shall contain the following message according to the form, letter size, boldness and manner set out below (underlined words shall be in bold print):

RIGHT TO TELEPHONE SERVICE

DURING SERIOUS ILLNESS AND

PERSONAL EMERGENCY

If you or anyone living in your home is SERIOUSLY ILL and you can demonstrate that continued access to the telephone is required due to that illness and that you are unable to pay your bill, we will continue or restore your telephone service during such illness for a period up to 30 days. In order to have service continued or restored, you must have a registered physician certify, in writing to us, that such illness exists. If the SERIOUS ILLNESS continues beyond 30 days, service may be continued for an additional 30 days upon receipt of a second certificate from your physician. If the SERIOUS ILLNESS continues beyond this additional 30 days, service may be continued for a final 30 day period upon receipt of a third certificate from your physician. If there is SERIOUS ILLNESS, please call or have your physician call our Business Office immediately. * * * * *

If you can demonstrate that there is a PERSONAL EMERGENCY which endangers the health or safety of someone in your household and you require continued access to telephone service and are unable to pay your bill, we will continue your telephone service for a period not to exceed 30 days. You must inform the Company, in writing, of the reason why you are unable to pay your bill and the nature of the emergency.

* * * * *

Before the end of any extension period granted because of SERIOUS ILLNESS or PERSONAL EMERGENCY, you must either pay in full or enter into a payment arrangement satisfactory to you and the Company.

You may appeal any refusal of the Company to furnish service where a SERIOUS ILLNESS or PERSONAL EMERGENCY exists by contacting: CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
100 CAMBRIDGE STREET
BOSTON, MASSACHUSETTS 02202 ,Telephone: (617) 727-3531 or 1-800-392-6066

PART 6. COMPLAINTS AND DISPUTED CLAIMS

Rule 6.1 If any matter relating to a bill is disputed by the customer, the following procedure shall apply:

(a) The customer shall notify the Company of the dispute by telephone, mail or in person. The Company shall refer this matter to an employee assigned to investigate billing complaints. Such employee shall investigate and make a substantial effort to resolve the customer's complaint.

If the customer notifies the Company by telephone or in person of a complaint concerning charges billed to his or her account, and such complaint is resolved to the customer's satisfaction during the initial telephone or personal contact, no written notification to the customer shall be necessary unless requested by the customer.

In situations involving customer complaints which require further investigation, the customer shall be notified in writing in all cases where the results of the investigation are not favorable to the customer. Such notice shall include the following:

If you still consider your bill to be inaccurate in any respect or if you have any other complaint pertaining to this matter, you have a right to appeal to the Department of Telecommunications and Energy within three months of receipt of this notice.

WRITE:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
100 CAMBRIDGE STREET
Boston, Massachusetts 02202

Telephone: (617) 727-3531 or 1-800-392-6066

Decisions favorable to the customer may be communicated by telephone.

(b) If the customer disputes the Company's written notice of decision, the customer may notify the Department's Consumer Division within three months of receipt of such notice that he or she wishes to appeal. A representative of the Department shall notify the Company and thereafter shall conduct an investigation. Such investigation shall include the opportunity for each side in the dispute to be heard, but such hearing shall not be construed to be an adjudicatory proceeding as defined by Chapter 30A of the General Laws.

The Department representative shall rule promptly upon the dispute and notify the customer and Company of the decision and of the right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

(c) Within seven days of being notified of the decision of the Department's representative, the customer and/or the Company may request a hearing under Chapter 30A of the General Laws.

Rule 6.2 Pending final determination of a dispute, the Department may enter any temporary order which it deems just and equitable.

In the absence of an order by the Department to continue service, the Company may discontinue service for nonpayment of any undisputed amount in accordance with Part 5 hereof.

Upon final determination of the dispute by the Department, the Department shall order service to be continued, restored or discontinued or the account removed upon such terms and conditions as it deems equitable to both the customer and the Company.

Rule 6.3 Any party aggrieved by any action in violation of these Rules may at any time request a hearing before the Department by making a complaint in writing to the Department, provided that such matter has not been previously investigated by the Department. For good cause shown, the

Department may re-open a matter previously investigated.

Rule 6.4 If a customer requests a hearing before the Department, the customer shall pay to the company an amount equal to that part of the bill which is not in dispute. Failure of the customer to pay the amount not in dispute, or failure of the customer to pay in accordance with a deferred payment agreement entered into or established pursuant to Part 7 hereof, with respect to the amount not in dispute, on or before the date set by the Department to hear the complaint, shall constitute a waiver of the customer's rights to continued service pending resolution of the dispute. The Company may then proceed to discontinue service as provided in Part 5 hereof.

Rule 6.5 At the hearing, the Department representative shall decide, after hearing argument from all parties, whether the matter in dispute involves (a) disagreement as to the facts of a customer's case, (b) disagreement as to the proper application of the Company's tariff or any order or regulation of the Department to the facts of the customer's case, or (c) disagreement with the Company's tariff or any order or regulation of the Department. If the Department representative concludes that the dispute involves any matters set forth in (a) or (b) above, the Company shall not discontinue service to the customer until final resolution of the dispute by the Department. If, however, the Department representative concludes that the dispute involves solely matters described in (c) above, he or she shall immediately inform all parties that the Company may forthwith discontinue service as prescribed in Part 5 hereof.

Rule 6.6 With respect to any hearing held by a Department representative pursuant to this Part 6, both the customer and the Company shall have the right:

- (a) To represent themselves or to be represented by counsel or other person of their choice;
- (b) To present evidence, testimony, and oral and written argument; and
- (c) To confront, question and cross-examine witnesses appearing on behalf of the other party.

Rule 6.7 In all cases in which discontinuance of service or removal of account may result from a decision by the Department, the Company shall bear the burden of proof that grounds for such action, as set forth in Rule 5.1 hereof, in fact exist.

Rule 6.8 A hearing held pursuant to Rule 6.1(b) hereof need not be recorded or transcribed, and all evidence relevant to the dispute shall be received. The formal rules of evidence shall not apply.

Rule 6.9 Upon the closing of the record, the Department representative shall state his or her findings and decision orally and shall issue a complaint determination in a form approved by the Department. Such complaint determination shall contain the following and become a part of the record:

- (a) A concise summary of the evidence and argument presented by the parties, and
- (b) The decision of the Department representative and the reason therefor.

Rule 6.10 Prior to the issuance of a complaint determination, the Department representative may propose to the parties a settlement of all matters in dispute. Acceptance of the proposed settlement by both parties shall be binding upon them. The agreement shall be reduced to writing, signed by both parties in the presence of the Department representative and made part of the hearing record.

Rule 6.11 The complaint determination shall be binding upon the parties unless appealed as provided in these Rules.

PART 7. DEFERRED PAYMENT

Rule 7.1

(a) If the customer claims inability to pay an outstanding bill in full, the Company shall inform the customer of the Company's policies with respect to deferred payment agreements.

(b) A deferred payment agreement shall be in writing and signed by the customer or his or her representative and a Company representative authorized to enter into the agreement. An agreement reached by telephone shall be confirmed by the Company in writing and mailed to the customer with instructions to sign a confirming copy and return it in a prepaid, self-addressed envelope as provided.

Rule 7.2 A deferred payment agreement may not include a finance charge.

Rule 7.3 If the parties cannot agree to a deferred payment plan, the Company shall notify the customer of his or her right to request a Department hearing on the matter, and service may not be discontinued, except as provided in Part 5 hereof. Either party may request a hearing at the Department as provided in Part 6 hereof. The Department shall have the authority to establish between the parties a binding deferred payment agreement containing reasonable conditions. For purposes of determining reasonable conditions under this Rule, the Department shall consider:

- (a) The size of the account;
- (b) The customer's ability to pay;
- (c) The customer's payment history;
- (d) The time the debt has been outstanding;
- (e) The reasons why the debt has been outstanding; and
- (f) Any other relevant factors concerning the circumstances of the customer.

Notwithstanding any other provision of this Rule, the Department shall establish a deferred payment agreement only if (a) the customer demonstrates that he or she is faced with financial hardship; (b) no other such agreement between the parties is outstanding; and (c) the customer agrees to pay all other bills from the Company as they become due; provided, however, the Department or the parties may reconsider a previous agreement because of changed circumstances or information which was not reasonably available at the time the agreement was reached. In no event shall the Department establish a deferred payment agreement providing for payments which extend for a period exceeding eight months.

Rule 7.4 The Company may discontinue service to any customer on account of the customer's failure substantially to comply with the terms and conditions of a deferred payment agreement. Said right shall arise, however, only after the Company gives the customer five days' written notice of the proposed discontinuance and the reasons therefor.

If the last day of the notice period required by this Rule 7.4 falls upon a day on which the postal service does not deliver mail, then that notice period shall be extended through the next day on which mail is delivered.

Important Note:

26.09: Interest Rate Paid on Deposits: (1) All cash or cash-equivalent security deposits held for more than six (6) months from the date of deposit shall be paid interest thereon, commencing from the date of payment to the date of refund. The rate of interest shall be the equivalent of the rate paid on two-year, United States Treasury notes for the preceding twelve months ending December 31 of any year.

PART 8. TELEPHONE SERVICE OF ELDERLY PERSONS

Rule 8.1 Identifying Elderly Persons. Within thirty days after the effective date of these Rules, the

Company shall devise procedures reasonably designed to identify, before discontinuance of service for nonpayment, accounts affecting households in which all adult residents are sixty-five years of age or older. Such procedures shall be submitted by the Company in writing to the Department for approval.

A customer may request the protection afforded by this Part 8 by submitting to the Company, on a form supplied by the Company, the account number, service address and the name and date of birth of each adult resident of the household. Such forms shall be sent to all customers annually.

If a customer in a household in which all adult residents are sixty-five years of age or older desires, the Company shall provide to a third person designated by such customer notices pertaining to discontinuance of service and removal of account. In no event shall the third person so notified be liable for the bills of the customer.

Rule 8.2 Notification. Upon receipt of the form described in Rule 8.1 hereof, the Company shall verify the information and immediately identify the account. The Company shall then send to the household, in the name of the customer, the following notification:

We have noted on our records that all adults residing in your household are 65 years of age or older.

This means that, for as long as this situation exists, the Telephone Company will not discontinue your service for failure to pay a past due bill without the approval of the Massachusetts Department of Telecommunications and Energy. If you cannot pay your bill all at once, you may be able to work out a deferred payment arrangement with the Company. You have the right to a hearing before discontinuance.

If you have any questions or want further information, call the Company at the Business Office number shown on your bill or contact:

CONSUMER DIVISION
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY
100 CAMBRIDGE STREET
BOSTON, MASSACHUSETTS 02202, Telephone: (617) 727-3531 or 1-800-392-6066

Rule 8.3 Application for Approval to Discontinue Service. The Company may discontinue service to a household in which all adult residents are sixty-five years of age or older only after it first secures the written approval of the Department. In addition to the application for such approval filed with the Department, the Company shall concurrently give written notices to the adult residents of such household, any third party designated pursuant to Rule 8.1 hereof and the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes). Such written notice shall state that an application for approval to discontinue service has been filed with the Department and shall explain the provisions for a Department investigation of the matter pursuant to Rule 8.4 hereof.

The notices required by this Rule 8.3 shall include the information set forth in the notice required by Rule 8.2 hereof and shall be in such form as shall be approved by the Department prior to its use.

Rule 8.4 Investigation and Hearing. Upon receipt of an application for approval to discontinue service in accordance with Rule 8.3 hereof, the Department shall verify that the household qualifies under Rule 8.1 hereof. The Department shall not approve an application for discontinuance of service to a household in which all adult residents are sixty-five years of age or older unless the following facts have been established in the course of an investigation:

(a) The adult residents of the affected household, any third person designated pursuant to Rule 8.1 hereof and the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) have received proper notice of the application for approval of

discontinuance pursuant to these Rules.

(b) The Company has in good faith attempted to secure payment by reasonable means other than discontinuance.

(c) The Company has not refused to accept any payment arrangement which is just and equitable.

The scope of the investigation need not be limited to the issues cited above but may include any matters relating to a billing dispute brought to the Department's attention.

In appropriate cases, the Department may hold a hearing as part of the investigation. However, such investigation need not include a hearing unless one is requested by an adult resident of the affected household, any third person designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) or by the Company. If a hearing is held as part of the investigation, it shall be conducted before a Department representative but shall not be construed to be an adjudicatory proceeding as defined by Chapter 30A of the General Laws.

The Department shall notify the adult residents of the affected household, any third person designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) and the Company of the results of the investigation and of their right to appeal the decision in an adjudicatory proceeding of the Department under Chapter 30A of the General Laws.

Within seven days of being so notified, the adult residents of the affected household, any third party designated pursuant to Rule 8.1 hereof, the Department of Elder Affairs (or any agency designated by the Department of Elder Affairs for such purposes) or the Company may request a hearing under Chapter 30A of the General Laws. If such a hearing is requested, no discontinuance of service may occur until the proceeding has been concluded and a final order entered.

PART 9. ADOPTION OF ADDITIONAL PRACTICES

Rule 9.1 The Company may adopt such other reasonable practices governing its relations with customers as are necessary and appropriate and consistent with these Rules. The Company shall file a copy of such practices, including all revisions thereto, with the Department of Telecommunications and Energy.

