

Verizon New England Inc.

1. Tariff Information and General Regulations

1.1 Tariff Information

Rates and charges for services explained herein are contained in Part M, Section 1.

1.1.1 Concurring, Connecting and Other Participating Carriers	
A.	There are no concurring, connecting or other participating carriers.

1.1.2 Tariff Structure	
A.	The tariff is divided into parts which are structured alphabetically, (e.g., Part A, B, C, etc.). Each part is subdivided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.).

1.1.3 Page Revisions		
A.	As a result of regulatory initiatives, tariff pages are revised and filed with the DTC on a continual basis. When tariff pages are filed, they show an Issued and Effective date (see page bottom). The issued date is the day upon which the pages were filed. The effective date is 30 days following the issued date, or the date upon which the pages have been ordered to become effective.	(T)
B.	Each tariff page displays unique page identification information (see page top right). The first issuance of a page is labeled as the Original. Future revisions are issued sequentially as follows, First Revision, Second Revision, Third Revision, etc. Revised pages cancel effective pages. The effective page is the foundation upon which all revisions are made.	
C.	Supplement Numbers— Tariff pages are occasionally issued as Supplements. This occurs when the page being filed is already pending DTC decision in another regulatory initiative. When the pending page becomes effective and the supplement page becomes effective as well, it becomes necessary to incorporate the revisions contained on the supplement page into a standard number tariff page. The incorporation will generally occur in the next regulatory initiative in which that page is involved.	(T)

1.1.4 Tariff Codes	
A.	Appearing in the right margins of tariff pages are upper case alphabetical characters enclosed in parenthesis. These characters represent a coding mechanism to explain the modification that has been made from one page revision to the next. The tariff codes are as follows.
1.	(C)—A change in regulation
2.	(D)—A deletion due to discontinuance of a rate or regulation
3.	(I)—A rate that has been increased
4.	(N)—A new regulation or rate
5.	(R)—A rate that has been decreased
6.	(S)—The incorporation of approved material issued under a Supplement

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1. Tariff Information and General Regulations**1.1 Tariff Information**

1.1.4 Tariff Codes	
A.	(Continued)
7.	(T)—Text that has changed without causing a change in regulation
8.	(X)—Text that has been moved from one page to another
B.	Appearing in the Rates and Charges section (Part M) under the Uniform Service Ordering Code (USOC) column are upper case alphabetical characters which are used to indicate the following.
1.	U—Indicates that more than one USOC is applicable

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1. Tariff Information and General Regulations
1.2 Referencing

1.2.1 Referencing	
A.	Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof. The regulations, rates and charges contained herein are in addition to the applicable regulations, rates and charges specified in other tariffs of the Telephone Company which may be referenced.

1.2.2 Trademarks and Service Marks	
A.	Refer to the MA Product Guide

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1.2.3 Reference to Payphone Providers as Customers	
A.	The following terms in this tariff may be used interchangeably with "customer". The use of one term versus another is based upon the context of the provision to facilitate ease of understanding. The use of one term rather than another should not be construed to indicate that regulations, rates and charges contained through this tariff do not apply to the customer.
1.	Payphone Provider
2.	Customer Owned Coin Operating Telephone (COCOT)
3.	Payphone Service Providers (PSP)

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1. Tariff Information and General Regulations**1.3 Tariff Terminology**

1.3.1 Definitions	
Please refer to the MA Product Guide Part A, Section 1 for general telephone service definitions. Please refer to the list below for public telephone service definitions:	
Dial Tone First —Enables end users to dial certain calls without requiring coin deposits, (e.g. Emergency Number 911).	(C)
MA Product Guide —The Verizon New England Inc. Commonwealth of Massachusetts Product Guide as posted on Verizon's website.	(C)
Originating Number Screening-Direct Dialed Screening — Blocks directly dialed toll calls except calls placed to 800 numbers. Directly dialed calls to directory assistance are denied Toll and directory assistance calls may be placed on an operator handled basis.	
Originating Number Screening-Operator Screening —Alerts the Telephone Company operator that operator handled calls and operator handled directory assistance calls may not be billed to the originating Telephone Company number. Calls may be placed on a calling card, collect or charge to a third number basis, subject to billing validation.	
Selective Blocking —Blocks calls to the 550, 554, 900, 920, 940 and 976 service numbers.	
Terminating Number Screening —Enables carriers throughout the country to verify whether collect and third number calls can or cannot be billed to a number.	

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1. Tariff Information and General Regulations**1.4 Application of Tariff**

1.4.1 General	
A.	Regulations, rates and charges in this tariff apply to telephone service furnished within a single LATA in the Commonwealth of Massachusetts (including service to telephones located in a Massachusetts LATA connected to and served from a central office in another state). Exchanges and localities included in each LATA are as specified in the MA Product Guide, Part A, Section 1.6. (T)
B.	The regulations specified herein are in addition to the regulations contained in other sections of this tariff and govern the furnishing of telephone service to customers generally.

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1. Tariff Information and General Regulations**1.5 Use of Service**

1.5.1 Lawful Use	
A.	Service is furnished subject to the conditions that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency acting within its jurisdiction advises that such service is being used or will be used in violation of law. If the Telephone Company receives other evidence that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.
B.	The Telephone Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the following actions.
1.	The use of service or facilities of the Telephone Company without payment of the applicable charge(s) to the Telephone Company.
2.	The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representations or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
3.	The use of service or facilities of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
4.	The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

1.5.2 Connection to Telephone Company Facilities	
A.	Payphone terminal equipment and premises wire may be connected with facilities furnished by the Telephone Company in accordance with the provisions contained in this tariff. If any unauthorized attachment or connection is made contrary to the provisions of this tariff, the Telephone Company has the right to remove or disconnect the same; or to terminate service; or to suspend the service during the continuance of said attachment or connection in accordance with the regulations contained herein, or those contained in the MA Product Guide, Part B.
1.	When any terminal equipment, multi-line terminating system, communications system, or premises wire is used with telecommunications services in violation of any of the provisions of this tariff, the Telephone Company will take such immediate action as necessary for the protection of the network and Telephone Company employees will promptly notify the customer of the violation. The customer must either discontinue such use of the terminal equipment, multi-line terminating system, communications system, or premises wire, or correct the violation.
a.	The customer must either discontinue such use of the terminal equipment, multi-line terminating system, communications system, or premises wire, or correct the violation.
b.	The customer shall confirm in writing to the Telephone Company within two days following the receipt of written notice from the Telephone Company that such use has ceased or that the violation has been corrected.

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1. Tariff Information and General Regulations
1.5 Use of Service

1.5.2 Connection to Telephone Company Facilities	
A.1.	(Continued)
c.	Failure of the customer to discontinue such use, or to correct the violation, and to give the required written confirmation to the Telephone Company within the required timeframe, will result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

1.5.3 Provision and Ownership of Equipment and Lines	
A.	Except as otherwise provided in this tariff, lines furnished by the Telephone Company on the premises of a customer, payphone location provider, authorized user, sharer of service or agent of the Telephone Company are the property of the Telephone Company and are provided upon the condition that such facilities must be installed, relocated and maintained by the Telephone Company, and that the Telephone Company's employees or designees may enter said premises at any reasonable hour to install, inspect or maintain the equipment and lines; or upon termination or cancellation of the service to remove the lines. Customer premises wire may be installed and/or maintained by the customer.
B.	Customers requesting the Telephone Company's provision of any equipment, lines or other service at the premises of a third party must obtain and maintain permission from the property owner or authorized location provider for the Telephone Company's provision of services to and at the premises.

1.5.4 Minimum Service Periods	
A.	The minimum charge for service at any premises, except as otherwise specified, is one month's charge.

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1. Tariff Information and General Regulations

1.6 Responsibility of the Telephone Company

1.6.1 Furnishing of Service	
A.	The Telephone Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required for the furnishing and maintenance of that service.
B.	The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a former customer who is indebted to the Telephone Company for telephone service previously furnished.
C.	A telephone number is subject to change at any time.
D.	The Telephone Company reserves the right to restrict the amount of other services and equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished.
E.	In view of the fact that customers have exclusive control of their communications over the facilities furnished them by the Telephone Company, and of other uses for which facilities may be furnished by the Telephone Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Telephone Company are subject to the terms, conditions and limitations herein specified.
F.	The Telephone Company retains title to all material, including wire and cable, that it installs.

1.6.2 Liability	
A.	The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or by the Telephone Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities, occurs.
B.	The Telephone Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Telephone Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Telephone Company.
C.	Neither this Telephone Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of any other company or companies furnishing portion of such service.

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1. Tariff Information and General Regulations
1.6 Responsibility of the Telephone Company

1.6.2 Liability (Continued)	
D.	The Telephone Company is not responsible to the customer, authorized user, sharer of service for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company caused by terminal equipment, except where a contributing cause is the malfunctioning of a Telephone Company provided connecting arrangement, in which event the liability of the Telephone Company will not exceed an amount equal to a proportional amount of the Telephone Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission, or injury occurs.

1.6.3 Failure of Service	
A.	For any complete failure of local exchange service caused by defects in or malfunction of Telephone Company facilities or equipment and not due to the negligence of the customer continued more than 24 hours and brought to the notice of the Telephone Company within ten days, the Telephone Company will make a prorata adjustment of charges or guarantee. For the purpose of determining a prorata adjustment, every month is considered to have 30 days.

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1. Tariff Information and General Regulations
1.7 Responsibility of the Customer

1.7.1 Cancellation, Change, or Deferment Prior to Establishment of Service	
A.	When an application for service is cancelled or changed in whole or in part by the applicant prior to completion of the construction and installation, the applicant is required to pay to the Telephone Company, upon demand, the total costs and expenses in connection with providing and removing the service less the estimated recoverable value, if any. The payment cannot exceed that specified under Section 1.7.1B.
B.	When an applicant is cancelled or changed by the applicant in whole or in part after completion of the construction and installation but prior to the establishment of service, the applicant is required to pay to the Telephone Company, upon demand, the applicable minimum and termination charges specified in this tariff and any applicable nonrecurring, connection and construction charges.
C.	When an applicant requests a change in the location of all or part of the facilities provided for the service prior to completion of the construction and installation, and the applicant is required to pay to the Telephone Company, upon demand, the difference between the total costs and expenses incurred by the Telephone Company in completing the construction and installation and that which would have been incurred had the final location of facilities been specified initially. The payment cannot exceed that specified under Section 1.7.1B.

1.7.2 Liability	
A.	In case of damage, loss, theft or destruction of equipment and facilities furnished by the Telephone Company due to the negligence or willful act of the customer or other persons authorized to use the service, the customer may be required to pay the expense incurred by the Telephone Company to replace or restore the equipment and facilities to its original condition.

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1. Tariff Information and General Regulations

1.7 Responsibility of the Customer

1.7.3 Payment of Bills	
A.	The customer is responsible for payment of all charges for service in accordance with the following provisions. - Bills are due when rendered and are payable at an office of the Telephone Company. - Delayed payment of bills may result in the interruption or discontinuance of the customer's service. - The customer is required to pay, in accordance with the Telephone Company's established collection and billing practices, all charges for exchange, MTS, and for all services billed by the Telephone Company for other carriers. - The customer is held responsible for all charges for telephone service rendered at the customer's telephone, including charges for toll messages on which the charges have been made collect.
B.	Late Payment— All amounts outstanding 25 days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge. The late payment charge will be calculated at an annual rate of interest which is the equivalent of the rate paid on two-year United States Treasury notes for the preceding 12 months ending December 31 of any year, plus 10%. - The late payment charge will not apply to the following amounts or accounts. - Any disputed amounts of a bill on which a dispute is pending. - Final accounts; however, any late payment charges included in the balance on a final statement are still due.
C.	Returned Check— Whenever a check or draft presented for payment of services is not accepted by the institution on which it is written, a returned check charge applies, per check or draft written.

1.7.4 Deposits	
A.	The Telephone Company may require a customer or applicant for telephone service to make a cash deposit equal to the estimated amount of exchange and toll service charges for any period of two months.
B.	The rate of interest for customers is equivalent to the rate paid on two year United States Treasury notes for the preceding 12 months ending December 31 as reported in the most current Federal Reserve Bulletin monthly publication. Interest is credited to the customer annually, or upon termination of the service, or upon the return of the deposit by the Telephone Company.
C.	The establishment of a deposit shall in no way relieve the customer or applicant from compliance with advance payment requirements (if any) and the prompt payment of bills, nor constitute a waiver or modification of the practices of the Telephone Company for the discontinuance of service for nonpayment of any sums due for service rendered.

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1. Tariff Information and General Regulations**1.8 Application of Other Tariff Regulations, Rates and Charges**

1.8.1 Application of Other Tariff Regulations, Rates and Charges	
A. Definition of Local Calling Areas and Density Zones	
1. Local Calling Areas – All terms and conditions set forth in the MA Product Guide Part A, Section 6.1 apply as appropriate to the Public Telephone Services specified in Part B of this tariff. The local calling areas will define the calls for which the local measured service rate will apply.	(T)
2. Density Zones – All regulations set forth in DTC MA No. 17, Part A, Section 5.1 apply as appropriate to the Public Telephone Services specified in Part B of this tariff. The Density Zone location will define the applicable rate for the Public Telephone Service described in Part B.	(T)
B. Applicable Regulations, Rates and Charges In addition to the Public Telephone regulations and charges set forth in Parts A, B, and M of this tariff, other terms and conditions and charges may apply from the MA Product Guide as noted below:	(T)
1. Construction and Element, Premises Work and Other Service Charges – All terms and conditions set forth in the MA Product Guide Part A, Sections 2 and 3 apply as appropriate to the Public Telephone Services specified in Part B of this tariff. The rates specified in the MA Product Guide Part M, Section 1.2 and 1.3 apply.	(T) (T) (T)
2. Directory Assistance and Operator Call Completion - All terms and conditions set forth in the MA Product Guide Part A, Section 5.6 and 5.7 apply as appropriate to the Public Telephone Services specified in the Part B of this tariff. The rates specified in the MA Product Guide Part M, Section 1.5.7 and 1.5.8 apply.	(T) (T) (T)
3. Message Telecommunications Service - All terms and conditions set forth in the MA Product Guide Part A, Section 9 apply as appropriate to the Public Telephone Services specified in the Part B of this tariff. The rates specified in the MA Product Guide Part M, Section 1.9 apply.	(T) (T)