

**Supplement No. 1**

**To**

**Pa. P.U.C. No. 5 - Telephone**

**RCN TELECOM SERVICES OF PHILADELPHIA LLC**

**COMPETITIVE ACCESS PROVIDER CARRIER**

**Regulations and Schedule of Charges**

This supplement is filed to reflect the Company's adoption of two "doing business as" names for its operations in Pennsylvania: Astound Broadband and Astound Business Solutions.

**ISSUED DATE: November 9, 2022**

**EFFECTIVE DATE: November 10, 2022**

**By: Joseph Kahl  
VP Regulatory & Public Affairs  
650 College Road East  
Princeton, NJ 08540**

**Supplement No. 1**

Pa. P.U.C. No. 5 – Telephone

RCN Telecom Services of Philadelphia LLC

1<sup>st</sup> Revised Title Page  
Cancels Original Title Page

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RCN TELECOM SERVICES OF PHILADELPHIA LLC  
D/B/A ASTOUND BROADBAND D/B/A ASTOUND BUSINESS SOLUTIONS C  
COMPETITIVE ACCESS PROVIDER CARRIER  
Regulations And Schedule Of Charges

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Princeton, NJ 08540

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## SPECIAL ACCESS SERVICES

### CHECK SHEET

The Title Page and pages 1 through 38 inclusive, of this tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	<u>Appendix A</u>			
2	Original				
3	Original	A.1	Original		
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RCN Telecom Services of Philadelphia LLC

Original Page 1.1

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List of Modifications made by this Supplement

Modification	Modified Tariff Pages
This supplement is filed to reflect the Company's adoption of two "doing business as" names for its operations in Pennsylvania: Astound Broadband and Astound Business Solutions (and updates the issuing officer's information in the Title Page).	1st Revised Title Page

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## SPECIAL ACCESS SERVICES

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## **SPECIAL ACCESS SERVICES**

### EXPLANATION OF SYMBOLS

- C - to signify change.
- D - to signify decreased rate.
- I - to signify increased rate.

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## SPECIAL ACCESS SERVICES

### 1. DEFINITIONS

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

Access: A connection between a Customer Premises and a Point of Presence (POP) of an Interexchange Carrier for the transmission of voice data or video/image information.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Advance Payment: Part or all of a payment required before the start of service.

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

Company: RCN Telecom Services of Philadelphia, Inc. d/b/a RCN of Philadelphia the issuer of this tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hub: Traffic aggregation location.

Individual Case Basis: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Local Access: Local Access means the connection between a Customer premises and a Company Point of Presence.

Low Speed Service: Analog and/or digital service at a rate of less than 1.544 Mbps.

Mbps: Megabits, denotes millions of bits per second.

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## SPECIAL ACCESS SERVICES

### 1. DEFINITIONS (Cont'd.)

MUX: Traffic aggregation or disaggregation function.

Network: The Company's digital fiber optics-based network.

Network Services: The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications access services offered on the Company's network.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

Network Services consist of furnishing dedicated communications service in connection with one-way and/or two-way information transmission.

##### 2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

##### 2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least 1 month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.3 Terms and Conditions (cont'd.)

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- a. the Customer is using the service in violation of this tariff; or
- b. the Customer is using the service in violation of the law.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.4 Liability of the Company

2.1.4.1 Except as otherwise stated in this Tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.4 Liability of the Company (cont'd.)

- 2.1.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third party.
- 2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.
- 2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.4 Liability of the Company (cont'd.)

2.1.4.7 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

##### 2.1.6 Provisions of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.6 Provisions of Equipment and Facilities (cont'd.)

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- a ) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- b ) the reception of signals by Customer- provided equipment.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.7 Nonroutine Installation

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

##### 2.1.8 Special Construction

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

- a ) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- b ) of a type other than that which the Company would normally utilize in the furnishing of its services;
- c ) over a route other than that which the Company would normally utilize in the furnishing of its services;
- d ) in a quantity greater than that which the Company would normally construct;
- e ) on an expedited basis;
- f ) on a temporary basis until permanent facilities are available;
- g ) involving abnormal costs; or
- h ) in advance of its normal construction.

Special construction charges will be determined as described in 4.2 following.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.1 Undertaking of the Company (cont'd.)

##### 2.1.9 Ownership of Facilities

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

#### 2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUC regulations, policies, orders, and decisions.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- a ) the payment of all applicable charges pursuant to this tariff;
- b ) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- c ) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- d ) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.3 Obligations of the Customer

##### 2.3.1 The Customer shall be responsible for: (cont'd.)

- e ) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- f ) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- g ) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.3 Obligations of the Customer (cont'd.)

##### 2.3.2 Claims

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

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

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

##### 2.4.2 Station Equipment

2.4.2.1 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.4 Customer Equipment and Channels

##### 2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3.2 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

##### 2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.5 Payment Arrangements

##### 2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

##### 2.5.1.1 Taxes

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

##### 2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.5 Payment Arrangements (cont'd.)

##### 2.5.2 Billing and Collection of Charges (cont'd.)

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

- a ) a rate 2 percentage points above the Wall Street Journal prime rate, as published from time to time; or
- b ) the highest interest rate which may be applied under state law for commercial transactions.

2.5.2.6 The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

##### 2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.5 Payment Arrangements (cont'd.)

##### 2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- a ) two month's charges for a service or facility which has a minimum payment period of one month; or
- b ) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate as prescribed by the Commission, without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to customer.

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.5 Payment Arrangements (cont'd.)

##### 2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.6 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.5.5.7 Upon the Company's discontinuance of service to the Customer under section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.5 Payment Arrangements (cont'd.)

##### 2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.5 Payment Arrangements (cont'd.)

##### 2.5.7 Changes in Service Requested

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

#### 2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

##### 2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.6 Allowances for Interruptions in Service (cont'd.)

##### 2.6.1 Credit for Interruptions (cont'd.)

2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

#### Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.6 Allowances for Interruptions in Service (cont'd.)

##### 2.6.2 Limitations on Allowances

No credit allowance will be made for interruptions of service:

- a) due to the negligence of, or noncompliance with the provisions of this tariff or contract by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- b) due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- c) due to the failure or malfunction of non-Company equipment;
- d) during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- e) during a period in which the Customer continues to use the service on an impaired basis;
- f) during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- g) due to circumstances or causes beyond the control of Company; and
- h) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

##### 2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits

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## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.7 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2.

##### 2.7.1 Termination Liability

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

- a ) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- b ) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- c ) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- d ) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

#### 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

## SPECIAL ACCESS SERVICES

### 2. REGULATIONS (cont'd.)

#### 2.9 Notices and Communications

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

#### 2.10 Customer Service Availability

The Company's 24-hour toll-free numbers for customer service is as follows:

Repair and Maintenance: 1-888-972-6622

Billing Inquiries:

End Users: 1-888-891-7770

Carriers: 1-609-734-7554

Representatives qualified to resolve billing questions and other routine administrative matters may be available only during weekday hours of 8:00 a.m. through 5:00 p.m.

## SPECIAL ACCESS SERVICES

### 3. SERVICE DESCRIPTIONS

#### 3.1 Dedicated Access Service

##### 3.1.1 Voice Grade Service

A voice grade service provides frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits. Can also carry analog data.

##### 3.1.2 Digital Data Service

A digital data service provides the duplex four-wire transmission of synchronous serial data at rates ranging from 2.4 Kbps to 64 Kbps.

##### 3.1.3 High Capacity Service - DS1

A high capacity service is for the transmission of synchronous serial data at 1.544 Mbps or 2.048 Mbps. Intermediate Bit Rate channels in multiple increments of either 56 kbps or 64 kbps up to 1.544 Mbps are also available.

##### 3.1.4 Expanded High Capacity Service - DS3

An Expanded high capacity service is for transmission of synchronous serial data at 44.736 Mbps or higher.

## SPECIAL ACCESS SERVICES

### 3. SERVICE DESCRIPTIONS (cont'd.)

#### 3.2 Customer Specific Contracts

The Company may provide any of the services offered under this Tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. The rates provided under such contract offerings are listed in the attached appendices.

Rates and terms for services that the company offers to customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- type of service(s)
- cost differences(labor, taxes, fees paid to LEC for interconnection,etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights of way charges, franchise fees and building rights of way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

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### SPECIAL ACCESS SERVICES

#### 4. RATE INFORMATION

Rates charged for the following services, which may include optional features and functions, will not exceed the amounts listed below.

##### 4.1 Dedicated Access Service

##### 4.1.1 Voice Grade Service

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
2 Wire	\$ 55.80	\$ 1.80
4 Wire	100.80	1.80
1st Mile	13.50	0.00
Each Add'l Mile	0.45	0.00

##### 4.1.2 Digital Data Service

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
2.4 Kbps	\$ 63.00	\$ 1.80
4.8 Kbps	72.00	1.80
9.6 Kbps	81.00	1.80
19.2 Kbps	90.00	1.80
56 Kbps	99.00	1.80
64 Kbps	108.00	1.80
2.4 Kbps	1st Mile \$ 45.00	\$ 0.00
	Each Add'l Mile 1.35	0.00
4.8 Kbps	1st Mile 54.00	0.00
	Each Add'l Mile 1.44	0.00
9.6 Kbps	1st Mile 63.00	0.00
	Each Add'l Mile 1.53	0.00
19.2 Kbps	1st Mile 72.00	0.00
	Each Add'l Mile 1.62	0.00
56 Kbps	1st Mile 81.00	0.00
	Each Add'l Mile 2.03	0.00
64 Kbps	1st Mile 108.00	0.00
	Each Add'l Mile 2.25	0.00

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### SPECIAL ACCESS SERVICES

4. RATE INFORMATION (cont'd.)

4.1 Dedicated Access Service (cont'd.)

4.1.3 High Capacity Service

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
<u>DS1</u>		
1.544 Mbps	\$ 378.00	\$ 1.80
1st Mile	54.00	0.00
Each Add'l Mile	15.93	0.00
Multiplexing	162.00	0.00

4.1.4 Expanded High Capacity Service

	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
<u>DS3</u>		
44.736 Mbps	\$ 5,544.00	\$ 1.80
1st Mile	810.00	0.00
Each Add'l Mile	162.00	0.00
Multiplexing	450.00	517.50

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## SPECIAL ACCESS SERVICES

### 4. RATE INFORMATION (cont'd.)

#### 4.2 Special Construction

##### 4.2.1 Basis for Rates and Charges

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

##### 4.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

- a ) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1 ) equipment and materials provided or used,
  - 2 ) engineering, labor and supervision,
  - 3 ) transportation, and
  - 4 ) rights-of-way;
- b ) cost of maintenance;
- c ) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d ) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e ) license preparation, processing and related fees;
- f ) tariff preparation, processing and related fees;
- g ) any other identifiable costs related to the facilities provided; or
- h ) an amount for return and contingencies.

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## SPECIAL ACCESS SERVICES

### 4. RATE INFORMATION (cont'd.)

#### 4.3 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the RCN facilities, the Customer may be responsible for payment of a charge calculated from the time RCN personnel are dispatched to the Customer Premise until the work is completed.

##### 4.3.1 Service Call Charge Rates

- |                              |                                                                |
|------------------------------|----------------------------------------------------------------|
| 1. Normal RCN business hours | \$100.00 for the first 1/2 hour<br>\$50.00 each add'l 1/2 hour |
|------------------------------|----------------------------------------------------------------|

(Monday to Saturday 7:00 a.m. to 7:00 p.m., except RCN holidays\*)

- |                                |                                                                |
|--------------------------------|----------------------------------------------------------------|
| 2. Off-Hour RCN business hours | \$300.00 for the first 1/2 hour<br>\$75.00 each add'l 1/2 hour |
|--------------------------------|----------------------------------------------------------------|

(Monday to Saturday 7:00 p.m. to 7:00 a.m., except RCN holidays\*)

- |                                           |                                                                 |
|-------------------------------------------|-----------------------------------------------------------------|
| 3. Sundays and Holiday RCN business hours | \$500.00 for the first 1/2 hour<br>\$125.00 each add'l 1/2 hour |
|-------------------------------------------|-----------------------------------------------------------------|

\* RCN Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day

## **SPECIAL ACCESS SERVICES**

### 5 PROMOTIONAL OFFERINGS

The company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations.

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## SPECIAL ACCESS SERVICES

### APPENDIX A

#### LISTING OF ALL EFFECTIVE CONTRACT ARRANGEMENTS

<u>Contract Number</u>	<u>State</u>	<u>Service Description</u>	<u>Rate Package</u>	
			<u>Monthly Recurring</u>	<u>Non-Recurring</u>

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