VERIZON NEW ENGLAND INC.

Rates and Charges Effective In

THE STATE OF NEW HAMPSHIRE

NHPUC No. 86

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1. Tariff Information (N)
1.1 General

1.1.1	Tariff Structure
A.	The tariff is divided into sections which are structured numerically, (e.g., Section 1, 2, 3 etc.).

1.1.2	Page Revisions
A.	As a result of regulatory initiatives, tariff pages are revised and filed with the PUC 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.
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 PUC 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.

1.1.3	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
7.	(T)—Text that has changed without causing a change in regulation
8.	(X)—Text that has been moved from one page to another (N)

1. Tariff Information
1.2 Referencing

(N)

1.2.1	Reference to Tariffs
A.	Whenever reference is made in this tariff to 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 tariffs of the Telephone Company which may be referenced.

1.2.2	Trademarks and Service Marks
A.	Refer to NHPUC No. 83.

(N)

1. Tariff Information
1.3 Tariff Terminology (N)

Unless otherwise defined herein, terminology contained within this tariff are as defined in NH PUC No. 83.

1.3.1 Definitions
End User— Any person-purchasing service for their own use rather than for sale to another person, party or entity etc. End Users may not purchase from this tariff.
Premises—This term as defined in NHPUC No. 83 is a reference to the premises at which the service is provided, and not a reference to the reseller's premises.
Resale—The sale to another person of telecommunications services purchased from the Telephone Company. A person purchases for resale when such person purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).
Reseller/Customer— Any individual, partnership, association, joint stock company, trust, corporation, governmental entity or other entity, authorized by law to resell telecommunications services in the state of New Hampshire, which subscribes to the telecommunications services offered under these tariff.
Telephone Company— Verizon New England Inc. doing business under the name Verizon New Hampshire.

(N)

2. General Regulations (N)
2.1 Application of Tariff

In addition to the general regulations contained herein, the general regulations specified in NHPUC No. 83 also apply.

2.1.1	Scope
A.	Regulations, rates and charges in this tariff apply to the offering of Telephone Company telecommunications services for resale.
B.	Only a reseller authorized by law to resell telecommunications services in the State of New Hampshire may purchase under this tariff. This tariff is not intended to enlarge, restrict, or otherwise affect any provision of law relating to the authority to resell telecommunications services.
1.	Resellers do not surrender any right to purchase from any of the Telephone Company's other intrastate tariffs by purchasing from this tariff. However, the discounts contained herein will apply only to purchases from this tariff. Resellers purchasing retail services from the Telephone Company's intrastate tariffs will do so through traditional retail channels, and will be billed accordingly.
C.	In addition to the responsibilities and obligations specified in NHPUC No. 83, the reseller must conform to any applicable rules and regulations set forth by the Public Utilities Commission.
D.	The resale of telecommunications services and the provision thereof by the Telephone Company as set forth in this tariff do not constitute a joint undertaking nor does it constitute an agency, contractual or any other type of relationship between the reseller and the Telephone Company (other than that of purchaser and seller) or between the Telephone Company and the reseller's end user.
E.	A reseller ordering a resold service under this tariff has all of the obligations that would be imposed under the applicable Telephone Company tariff upon an end user who orders the service directly from the Telephone Company. Such obligations include, without limitation, the obligation to pay for the service, whether or not the reseller is being paid by its own customers. The rate charged for such service, when sold to a reseller under this tariff, is to be determined in accordance with rates and charges specified in this tariff.
F.	Services that are sold to Telephone Company end users only in conjunction with the purchase of basic dial tone service will be available for resale only in conjunction with the resale of basic dial tone service and not on a stand alone basis. (N)

2. General Regulations (N)
2.2 Responsibility of the Telephone Company

2.2.1	Liability
A.	The Telephone Company will not incur any liability if it discontinues services or cancels an application of service in conjunction with Section 3.2.1.

2.2.2	Provision of Service
A.	The Telephone Company's obligation to furnish service, or to continue to furnish service, is dependent on its ability to obtain without charge, danger or undue difficulty access to the premises where the service is to be provided (where such access is necessary for the provision of service).
1.	Should a reseller's end user request that a Telephone Company technician prove his/her identity as an employee of the Telephone Company before the end user will permit access to the premises, the technician's Telephone Company identification badge or the Verizon New Hampshire registered trademark/servicemark (logo) that is visibly displayed on the technician's service vehicle will be evidence of such proof. If the Telephone Company misses the scheduled service appointment as a result of the reseller's end user's refusal to permit access to the Telephone Company technician, neither the reseller nor the reseller's end user will be entitled to any waivers of charges for missed service appointments that may be offered by the Telephone Company under service guarantee programs that are associated with the service being provided.
a.	To the extent the provision of repair and installation services under this tariff entails the appearance by Telephone Company personnel at the premises of a reseller's end user, the uniforms worn by such personnel, and the vehicles and other equipment that they use, may be marked in the conventional manner with the Telephone Company's name, trademarks, service marks, and logos.
B.	The Telephone Company reserves the right to refuse an application for service made by, or for the benefit of, a reseller who is indebted to the Telephone Company for telephone service previously furnished.
1.	In the event that service is connected for a reseller who is indebted to the Telephone Company for service previously furnished to such reseller, the Telephone Company will notify the a reseller in writing via Certified US Mail, that the service will be terminated by the Telephone Company unless the reseller satisfies the indebtedness within 10 days of the date of the reseller's receipt of such notification.
C.	The services offered under the provisions of this tariff are subject to the availability of facilities, including switching capacity, and necessary operational support systems.
1.	If existing facilities will not enable the Telephone Company to meet all outstanding service orders, such orders will be handled in accordance with reasonable priority rules that do not unreasonably discriminate between resellers purchasing under this tariff and end users of the Telephone Company. (N)

2. General Regulations (N)
2.2 Responsibility of the Telephone Company

2.2.2	Provision of Service
D.	Resold services offered by the Telephone Company are at least technically equivalent to the corresponding service offerings that the Telephone Company provides to its own end users provided that the reseller complies with the regulations contained in this tariff.
E.	The Telephone Company will provide service (including the installation and repair thereof) to resellers at levels that meet the capabilities, functions and performance levels available to Telephone Company similarly situated end users providing that the reseller complies with the regulations contained in this tariff.
1.	Telephone Company personnel dispatched to a reseller's end user premises for purposes of installation or repair will not accept requests on behalf of the reseller for new or modified service beyond that requested by the reseller.
F.	The Parties acknowledge and agree that the Telephone Company shall not be restricted in its use of proprietary information, including customer proprietary network information (as defined in Section 222(f)(1) of the Act; hereinafter referred to as "CPNI"), which the Telephone Company receives or obtains in connection with the resale of Telecommunications Services to the Requesting Telecommunications Carrier, except to the extent that the Telephone Company's use of such CPNI would be limited pursuant to Section 222 of the Act.

2.2.3	Provision and Ownership of Telephone Numbers
A.	The Telephone Company reserves the right to assign, designate or change telephone numbers, or any other call number designations associated with resold service, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of business. Any such decisions about the assignment, designation or change of telephone numbers or office prefixes will be made in a nondiscriminatory manner.
B.	Should it become necessary to make a change in such number(s), the Telephone Company will give the reseller six months notice of the change(s), including an explanation of the reason(s) for the change(s), by certified US Mail.
1.	In the case of emergency conditions (e.g. a fire in a wire center), it may be necessary for the Telephone Company to change a telephone number without six months notice in order to provide service to the reseller.

(N)

2. General Regulations (N)
2.3 Responsibility of the Reseller

2.3.1	Liability
A.	The reseller assumes the responsibility for enforcement of all tariff regulations and class of service restrictions imposed for any particular service (e.g. prohibitions against unlawful use, damage to Telephone Company property, distinctions between residence and business) and any liability arising from violations thereof.
B.	The reseller shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by negligence or willful act of the reseller or the reseller's end user or resulting from the reseller's or reseller's end user's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provisions shall be interpreted to hold one reseller liable for another reseller's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the reseller in prosecuting a claim against the person causing such damage and the reseller shall be subrogated to the right of recovery by the Telephone Company for damages to the extent of such payment.
C.	With respect to claims of patent infringement made by third persons, the reseller shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the reseller or reseller's end user.
D.	The reseller shall defend, indemnify and save harmless the Telephone Company from and against suits, claims, losses or damages including punitive damages, attorney's fees and court cost by third persons arising out of the construction, installation, operation, maintenance or removal of the circuits, facilities or equipment connected to the Telephone Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the reseller's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the reseller to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death or personal injury unless such suits, claims or demands are based on the tortious conduct of the reseller, its officers, agents or employees.
E.	The reseller shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney's fees and court costs by the customer or third parties arising out of any act or omission of the reseller or the reseller's end user in the course of using services provided under this tariff. (N)

2. General Regulations (N)
2.3 Responsibility of the Reseller

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

2.3.2	Reseller Notification and Coordination
A.	Unless otherwise specified herein, whenever customer notification is required, the Telephone Company is responsible for providing notice only to the reseller who is the customer of record.
1.	The reseller, and not the Telephone Company is responsible for providing any notices, bill inserts or other information as may be required to the reseller's end users.
2.	The Telephone Company will not provide resellers with advance notice of its intent to offer a new retail service (or to modify an existing retail service) except to the extent that public notice of certain tariff changes is required by the regulation or orders of the Public Utilities Commission or other applicable law.

2.3.3	Certifications and Proof of Exemptions
A.	Upon reasonable request the reseller shall certify to the Telephone Company in writing that the services the reseller is purchasing under this tariff are being purchased for resale.
B.	The reseller shall provide the Telephone Company with any certificates or other documentation that may be required under state law pertaining to tax exemptions.
C.	The reseller shall provide to the Telephone Company any additional information that is reasonably necessary to enable the Telephone Company to fulfill its obligations under this tariff.

2.3.4	References to the Telephone Company
A.	The reseller may advise end users that certain services are provided by the Telephone Company in connection with the service the reseller furnishes to end users; however, the reseller shall not state, imply or represent that the Telephone Company jointly participates in or is part of any partnership or joint business arrangement for the provision of services to the reseller's customers. (N)

2. General Regulations (N)

2.4 Reserved for Future Use (N)

3. Ordering of Service (N)
3.1 Orders for Resold Services

3.1.1	General
A.	The reseller shall supply all the information reasonably necessary for the Telephone Company to provide and bill for the requested service, to include the reseller's end user in its directory listing service, and to otherwise fulfill its obligations under this tariff (e.g., end user name and premises location, configuration of service, and facility interface).
1.	The reseller is responsible to submit complete and accurate orders. Failure to do so may result in service discrepancies for which the Telephone Company will not be responsible.
B.	If the reseller assumes the account of an existing Telephone Company end user at the end user's existing premises, the order must identify the end user's billing telephone number and line(s) and indicate that the end user's existing service (or any specified modification to and/or cancellation of the existing service) is to be transferred to the reseller.
1.	Authorization to Assume an Account— A reseller placing an order under which it will assume the account of an existing Telephone Company end user or the account of an existing end user of another reseller must obtain appropriate authorization from that end user for the change of service provider. The reseller must verify and confirm that authorization is in accordance with the laws and provisions that govern such matters as established or may be established in the State of New Hampshire.
C.	Resellers may not order services in a particular building or other location where a reseller has not yet obtained end users at the time that the reseller's order is placed with the Telephone Company.
D.	Resellers may not order service in a particular building or other location when doing so would preclude or delay other potential providers from offering services in that particular building or other location.
E.	Resellers may not order service under this tariff without a reasonable basis for believing that such services will actually be needed by the reseller to meet anticipated demand.
F.	The Telephone Company will not process any orders, complaints or other requests received from the reseller's end user.
G.	Presubscription Interexchange Carrier/Local Presubscription Intraexchange (PIC/LPIC) Changes— The Telephone Company will accept an order to change the PIC/LPIC for a resold Telephone Company exchange service line from the Reseller of that line or from a Carrier, provided that the Reseller has given the Telephone Company the authorization to accept such a change from a Carrier. The Telephone Company will only accept an order to freeze/unfreeze the PIC /LPIC from the Reseller of that line. The Reseller will be responsible for all PIC/LPIC change charges.
H.	If the order is for modification or discontinuance of service, the order shall identify the billing telephone number and telephone number of the service and the changes desired, and any additional information required by the Telephone Company. (N)

3. Ordering of Service (N)
3.1 Orders for Resold Services

3.1.2	Automated Order Interface
A.	Orders for resold services and modifications to or cancellation of an existing order must be placed by the reseller with the Telephone Company through the appropriate automated interface established by the Telephone Company. Such interface will facilitate the following order processes.
1.	Establishment of end user accounts
2.	Assignment of telephone numbers
3.	Entry of service orders into Telephone Company systems
4.	Installation scheduling and negotiation with end users
5.	Reservation of installation appointments
6.	Entry of end user service and repair inquiries
7.	Verification of the network status of an associated telephone line in conjunction with Telephone Company systems
8.	Other processes that would facilitate the processing of the reseller's order.
B.	The Telephone Company will establish automated interface specifications (e.g. formats) for data, delivery (transport) and network descriptions, etc.
1.	Resellers must comply with methods, procedures and operational guidelines in utilizing the interface specifications established by the Telephone Company.
2.	Any use of the interface(s) by the reseller or any other party for unauthorized purposes (e.g., access to data or to enter false information) will be considered abuse or fraudulent use of the interface and is prohibited. Such action may result in the Telephone Company terminating the reseller's use of the interface.
3.	If the Telephone Company determines or suspects that abuse or fraudulent use of the interface has occurred, the Telephone Company will, as required by law, refer the matter to the appropriate law enforcement agency.

3.1.3	Additional Engineering and Special Construction
A.	Additional charges will be applied to an order for service when the Telephone Company determines additional engineering or special construction is necessary to accommodate a reseller request.
1.	When it is required, the reseller will be so notified and will be furnished with a written statement setting forth the justification for the additional engineering and/or special construction as well as an estimate of the charges in conjunction with the terms and conditions specified in NHPUC No. 83. (N)

3. Ordering of Service (N)
3.2 Responsibility of the Telephone Company

3.2.1	Refusal and Discontinuance of Service
A.	If the reseller fails to comply with the rules and regulations of this tariff, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty 30 days written notice by Overnight Delivery or Certified US Mail to the reseller, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the 30 days' notice, and the reseller's noncompliance continues, nothing contained herein shall preclude the Telephone Company from refusing additional applications for service without further notice.
B.	If the reseller fails to comply with the rules and regulations of this tariff, including any payments to be made by it on the dates and times herein specified, the following shall occur.
1.	The Telephone Company shall notify the reseller and the Commission in writing of the reseller's failure to pay amount(s) when due under this tariff and the reseller shall have failed to make such payment within thirty (30) days of the giving by the Telephone Company of such notice.
2.	The reseller shall have the burden of proof in any such proceeding before the Commission of establishing that the Telephone Company is not permitted to take the termination actions.
C.	Notwithstanding the foregoing, the Telephone Company will not exercise its rights to refuse and discontinue service as stated in Sections 3.2.1 A and B if the reseller submits charges to the Telephone Company it believes in good faith were billed in error and such charges are accepted by the Telephone Company for investigation.
D.	The Telephone Company may discontinue service or cancel an application for service with limited notice in the event the Telephone Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
E.	In the event of fraudulent use of the Telephone Company's network, including but not limited to fraudulent end user orders for transfer of service, the Telephone Company will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.
F.	The Telephone Company will provide, to the extent practicable, advance notice of the intent to disconnect. In an emergency the Telephone Company need not provide advance notice but as soon as practicable thereafter shall provide information as to the actions taken and the reasons therefore.

3.2.2	Disclosure of Reseller Information
A.	**General Rule-** Neither Telephone Company personnel involved in the marketing of services to end users, nor other resellers, will have access to information relating to specific orders or demand forecasts provided by resellers under this tariff (N)

3. Ordering of Service (N)
3.2 Responsibility of the Telephone Company

3.2.2	Disclosure of Reseller Information
B.	The provisions of Section 3.2.2A shall not prohibit nor preclude the following activity.
1.	The disclosure to any local exchange carrier (including the Telephone Company or any reseller), of the fact that a particular end user who was previously a customer of such carrier is no longer one of its customers.
2.	The use by the Telephone Company of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of the Telephone Company.
3.	The sale of Telephone Company services by Telephone Company employees who have access to information relating to specific orders placed by resellers under this tariff so long as the employee spends a de minimis amount of his or her time involved in the marketing of Telephone Company services and the employee does not utilize the reseller information in such sales attempts.
4.	The disclosure to Telephone Company retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to and authorizes such disclosure.
5.	The disclosure to Telephone Company marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identify of the service provider.
C.	In the case of a customer who chooses to switch service from a reseller to the Telephone Company, or to another reseller, Section 3.2.2A shall not prohibit the disclosure to Telephone Company marketing personnel, or to such other reseller, of information necessary to enable the Telephone Company or such other reseller to assume the account, including the customer's service configuration and billed name and address.

3.2.3	Disclosure of End User Information
A.	The Telephone Company will not provide information on any end user to a reseller without the consent of such end user, except under the following circumstances.
1.	If a Telephone Company end user subsequently becomes an end user of a reseller, the Telephone Company will provide the reseller with all information necessary to enable it to assume the end user's account, including the customer's service configuration and billed name and address.
B.	The provisions contained herein shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories consistent with Commission requirements.

3.2.4	Evidence of End User Consent and Authorization
A.	Where the Telephone Company identifies that end user consent is required for the disclosure of information, The Telephone Company will obtain consent and appropriate authorization from the end user. (N)

3. Ordering of Service (N)
3.3 Responsibility of the Reseller

3.3.1	Point of Contact for End Users
A.	The reseller shall serve as the single point of contact for its end users on such matters as billing, requests for new service, requests for the modification or discontinuance of existing services, service trouble reports, repair requests, complaints. etc. The reseller shall be obligated to transmit such requests or reports to the Telephone Company through the automated order interface to the extent reasonably necessary to enable the Telephone Company to fulfill its obligations this tariff.

3.3.2	Forecasting of Service Requirements
A.	To the extent reasonably necessary for the planning of Telephone Company facilities, the reseller shall provide, upon request of the Telephone Company, forecasts of the approximate number of units of exchange and other services that the reseller expects to require in specific geographic areas. Such forecasts are considered by the Telephone Company as confidential information of the reseller and will be treated in accordance with the provisions specified in this tariff for confidential reseller information.

3.3.3	Refusal, Discontinuance or Transfer of Service
A.	Where a reseller discontinues its provision of service to all or substantially all of its end users, whether by its own decision, as a result of involuntary bankruptcy, or for any other reason, the reseller must send advance written notice of such discontinuance to the Telephone Company, the NHPUC, and to each of the reseller's end users. If service to the reseller is discontinued by the Telephone Company the reseller must send written notice to each of its end users.
1.	Such notice must advise the end users that unless they take action to switch to a different carrier within 60 days, provision of their service will be discontinued. Where the end user elects a specific carrier within the 60 day period, the relevant charge associated with the change shall be paid by that carrier.
a.	Should the end user elect to transfer service to the Telephone Company, the Telephone Company will provide service to the end user at NHPUC No. 83 regulations, rates and charges, and not the rates specified in this tariff.
B.	The reseller must provide the Telephone Company with any information necessary to enable the Telephone Company to assume the end user's accounts, including the end users' service configurations and billed names and addresses. (N)

4. Issuance, Payment and Crediting of Reseller Bills (N)

4.1 Responsibility of the Telephone Company

4.1.1	General
A.	The Telephone Company bills only the reseller who is considered the customer of record who is at all times responsible for payment of the full amount of all charges incurred.
1.	The reseller as customer of record is responsible for any allocation of end user charges for resold or shared service.
2.	Regardless of whether the reseller's end user is still using service, the reseller is responsible for charges incurred by the end user or reseller for all services on a line until the reseller submits an order to discontinue such service.
B.	The Telephone Company will not be required to seek payment from the reseller's end users prior to terminating the reseller's service or pursuing any other remedies for nonpayment by the reseller. The reseller will thus be the obligor of the Telephone Company, and not the guarantor or surety for any of the obligations of the reseller's end users.

4.1.2	Billing Convention
A.	Except as otherwise provided herein, the Telephone Company shall bill all charges incurred by and credits due to the reseller under this tariff attributable to services established or discontinued or provided during the preceding bill period.

4.1.3	Late Payment Penalty
A.	If any portion of the payment is received by the Telephone Company after the payment date (refer to Section 4.1.4), or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company.
B.	The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of the following.
1.	The highest interest rate (in decimal value) which may be levied by law for commercial transactions for the number of days from the payment date to and including the date that the reseller actually makes the payment to the Telephone Company, or
2.	0.0005 per day for the number of days from the payment date to and including the date that the reseller actually makes the payment to the Telephone Company. (N)

4. Issuance, Payment and Crediting of Reseller Bills (N)
4.1 Responsibility of the Telephone Company

4.1.4	Billing Periods
A.	The billing date of a bill for a reseller for service provided under this tariff is referred to as the bill day. The period of service each bill covers is as follows:
1.	The Telephone Company will establish a bill day each month for each reseller account.
2.	The bill will cover all non-usage sensitive service charges and usage charges for the period beginning with the day following the last bill day and extends up to and includes the current bill day. Any known unbilled charges for prior periods and any known unbilled adjustments will be applied to this bill.
B.	The payment date of bills rendered to resellers for service provided under this tariff is as follows.
1.	All bills rendered as set forth in this section are due 31 days after the bill date.
2.	If such payment date falls on a Sunday or a legal holiday which is observed on a Monday, the payment date shall be the first non holiday day following such Sunday or legal holiday.
3.	If such payment date falls on a Saturday or on a legal holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or legal holiday.

4.1.5	Medium of Payment
A.	Bills are payable in immediately available funds.
1.	Immediately Available Funds denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include US Federal Reserve bank wire transfers, US Federal Reserve notes (paper cash), US coins and US Postal Money Orders.

4.1.6	Customer Deposits
A.	The Telephone Company will, in order to safeguard its interests, require a reseller, if the reseller has a proven history of late payments or whose parent or holding company has a proven history of late payments, to the Telephone Company, or which does not have established credit (except for a reseller which is a successor of a company which has established credit and the successor has no history of late payments to the Telephone Company), to make a deposit prior to or at any time after the provision of a service to the reseller to be held by the Telephone Company as a guarantee of the payment of rates and charges.
B.	Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period.
C.	The fact that a deposit has been made in no way relieves the reseller from complying with the Telephone Company's regulations as to the prompt payment of bills.
D.	At such time as the provision of the service to the reseller is terminated, the amount of the deposit will be credited to the reseller's account and any credit balance which may remain will be refunded. (N)

4. Issuance, Payment and Crediting of Reseller Bills (N)
4.1 Responsibility of the Telephone Company

4.1.6	Customer Deposits
E.	At the option of the Telephone Company, such a deposit will be refunded or credited to the account when the reseller has established credit or after the reseller has established a one year prompt payment record at any time prior to the termination of the provision of the service to the reseller.
F.	In the case of a cash deposit, for the period the deposit is held by the Telephone Company, the reseller will receive interest at a rate equal to the Prime Rate. Interest will accrue for the number of days from the date the reseller deposit is received by the Telephone Company to and including the date such deposit is credited to the reseller's account or the date the deposit is refunded by the Telephone Company.
G.	Should a deposit be credited to the reseller's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the reseller's account.

4.1.7	Billing Dispute
In the event that a billing dispute occurs concerning any charges billed to the reseller by the Telephone Company, the following regulations apply:	
A.	The first day of the dispute shall be the date on which the reseller notifies the Telephone Company in writing of the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.
B.	The date of resolution shall be the date on which the Telephone Company completes its investigation of the dispute, notifies the reseller of the disposition in writing and, if the billing dispute is resolved in favor of the reseller, applies credit for the correct disputed amount and late payment penalty as appropriate. The Telephone will resolve billing disputes within three months after receiving written notice of the dispute, unless exceptional circumstances make resolution within three months impracticable.
C.	Any payments withheld pending resolution of the dispute shall be subject to the late payment penalty (refer to Section 4.1.3).
D.	The late payment penalty applied to the disputed amount resolved in the reseller's favor (refer to Section 4.1.3) will be credited. (N)

4. Issuance, Payment and Crediting of Reseller Bills (N)
4.1 Responsibility of the Telephone Company

4.1.8	Billing Adjustments and Verification
A.	Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month.
B.	The Telephone Company will, upon request, furnish the reseller such detailed information as may reasonably be required for verification of any bill.

4.1.9	Computation of Billed Charges
A.	When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

4.1.10	Computation of Credit Allowance
A.	Credit allowances, if applicable, will be based on actual usage. (N)

4. Issuance, Payment and Crediting of Reseller Bills (N)
4.2 Responsibility of the Reseller

4.2.1	Transfer of End User Account Balance
A.	Should a Telephone Company end user discontinue service in order to become an end user of a reseller, the Telephone Company will render a final bill to such end user. Balances and/or credits in a Telephone end user's account will not be carried over to the reseller's account with the Telephone Company.

4.2.2	End User Information
A.	In order to accommodate billing and collection of end user accounts, resellers must make the billing names and addresses of their end users available to all telecommunication carriers.

4.2.3	Billing Dispute
A.	The reseller is responsible for monitoring the accuracy of the Telephone Company's bills and for notifying the Telephone Company in writing of any discrepancies between such bills and the services provided by the Telephone Company.

(N)

4. Issuance, Payment and Crediting of Reseller Bills (N)
4.3 Credit Allowance Conditions

4.3.1	Service Interruption
A.	Allowances for interruption of service are available to resellers to the extent and under the same circumstances as they would be available to Telephone Company end users under NHPUC No. 83.

(N)

4. Issuance, Payment and Crediting of Reseller Bills (N)

4.4 Reserved for Future Use (N)

5. Resale and Sharing (N)

5.1 Description

5.1.1	General
A.	Resale is the sale to another person of telecommunications services purchased from the Telephone Company. A customer purchases for resale when such customer purchases a service for the purpose of reselling it to another (rather than the purpose of using the service itself).
1.	A purchasing agent who orders services for its principal, and who does not itself agree to assume the obligations of a reseller under this tariff, is not purchasing for resale within the meaning of this tariff.
2.	The purchase of telecommunications services or unbundled network elements for the purpose of provisioning a different service (such as the purchase of the Telephone Company's switched carrier access service for the purpose of provisioning an interexchange carrier's toll service) is not resale within the meaning of this tariff.
3.	A person purchasing a service for shared use by that person and others is purchasing for resale within the meaning of this tariff if such person agrees to assume all the obligations of a reseller under this tariff.
B.	Where a reseller purchases Telephone Company exchange service from the Telephone Company and resells it to an end user, such reseller's end user will be able to access any and all services that a Telephone Company end user would be able to access on a Telephone Company exchange service line. Such services to the extent provided by the Telephone Company will be deemed to have been sold to the reseller by the Telephone Company as they are utilized by the reseller's end user, and the reseller will be responsible to the Telephone Company for payment of such services.

5.1.2	Services Offered for Resale
A.	The services offered under this tariff are those that are offered by the Telephone Company to end users under the regulations, terms and conditions of NHPUC No. 83, except for public telephone service, and in accordance with the following limitations.
1.	Services in NHPUC No. 83 that have been designated as no longer available for new installations or no longer offered are not offered for resale except that such services are only available for resale to the embedded base of end users who were permitted to retain such service(s) in accordance with the regulations contained in NHPUC No. 83.
2.	Promotional programs offerings (e.g., discounts, waivers, credits, certificates, premiums, discounted product trials or other inducements that would apply to a particular end user for a period of 90 days or less, and that are offered in order to promote the sale of a service) are offered for resale, however they are not subject to the resale discount specified in Section 5.3.
B.	Services that are sold to Telephone Company end users only in conjunction with the purchase of basic dial tone service will be available for resale only in conjunction with the resale of basic dial tone service and not on a stand alone basis. (N)

5. Resale and Sharing (N)
5.1 Description

5.1.2	Services Offered for Resale
C.	Lifeline may only be resold to Lifeline eligible end users. The reseller is responsible for confirming the eligibility of such end users for Lifeline.
1.	The Telephone Company (to the extent it would otherwise be eligible), and not the reseller will be eligible for any universal service funding resulting from the provision of Lifeline in conjunction with this tariff.
D.	Linkup America may only be resold to Linkup America eligible end users. The reseller is responsible for confirming the eligibility of such end users for Linkup America.
1.	The Telephone Company (to the extent it would otherwise be eligible) and not the reseller will be eligible for any universal service funding resulting from the provision of Linkup America in conjunction with this tariff.
E.	Blocking – Resellers are allowed to purchase blocking services to restrict end user access to particular capabilities to the extent such services are available under and on the same terms and conditions set forth in NHPUC No. 83.

(N)

5. Resale and Sharing
5.2 Regulations (N)

5.2.1	Restrictions
A.	**Class of Customer**— This is a restriction contained in NHPUC No. 83 that limits the availability of a service to a particular type of customer, such as a business customer, a residence customer, carrier, end user, etc.
1.	Where a resold service is subject to such restriction the reseller may not resell such service to any customer not in the relevant class. The reseller may purchase the service for resale to a customer in the relevant class whether or not the reseller itself is within the class.
a.	Business services may be resold to residence end users as long as the end user is served by a business exchange line and as long as all other services provided on that line are also under the business class and charged for at the appropriate business service rates and charges.
2.	Where a reseller resells a service to another person, and such other person is itself a reseller rather than an end user, the reseller purchasing from the Telephone Company must require its end users (by tariff or by contract), to conform to any applicable class of service restrictions for end users and all other requirements of resellers under this tariff.
3.	This class of service restriction does not pertain to resale of a Centrex line where a residential end user is not restricted to business service for that Centrex line. This service is subject to additional Individual Case Basis (ICB) developmental costs and will be developed under a mutually agreed-upon time schedule, not to exceed six months from the time service is ordered.
B.	The reseller is not allowed to offer resold service to its customers under any of the Telephone Company trademarks, service marks, registered trademark, registered service mark or brand-names, nor use the logos of the Telephone Company or the Telephone Company's affiliates without the expressed written authorization of the Telephone Company.
C.	Aggregation of Usage – Regulations on limitations on aggregation of traffic contained in NHPUC No. 83 are applicable.

(N)

5. Resale and Sharing
5.3 Application of Rates and Charges (N)

5.3.1	Underlying Services
A.	**Discount**— The rates and charges that apply for the underlying services that are sold to a reseller in accordance with the terms and conditions described herein are specified in NHPUC No. 83. The Telephone Company will discount the NHPUC No. 83 rates and charges by applying the resale discounts specified in Section 10.5.1 of this tariff to the applicable NHPUC No. 83 rates and charges for resold services offered under this tariff in accordance with Section 5.1.2. The discount applicable to residential and business services contained in NHPUC No. 83, Part A, Sections 5.1 through 5.4, and the Exchange Line portion of Services in Part H varies, depending upon whether the Telephone Company provides Operator Services and Directory Assistance (OSDA).
B.	The Telephone Company reserves the right to apply a different avoided cost discount, for services provided pursuant to Special Contract Arrangements, as approved by the Commission.

5.3.2	Other Charges
A.	Charges to recover the ongoing costs to maintain the service center for resellers and the electronic interface systems will be assessed against all resellers
1.	Service Center Maintenance Charge— A monthly recurring charge per resold line will be assessed to recover the cost of maintaining the service center for resellers.
2.	Electronic Interface Maintenance Charge— A Non-Recurring charge per OSS transaction will be assessed for the recovery of ongoing costs associated with maintaining the electronic interfaces.

5.3.3	Special Contract Pricing
A.	Services that the Telephone Company provides to its end users on a customer-specific basis will be made available for resale, and upon request of the reseller, the Telephone Company shall determine (for the customer-specific service configuration that is the subject of the request), wholesale rates that reflect the Telephone Company's avoided costs associated with the customer specific arrangement. The Telephone Company reserves the right to apply an avoided cost discount different from that set forth in Section 10.5.1 for service provided under special contract arrangement as approved by the Commission.

(N)

6. Alternately Billed Calls (N)
6.1 Recording, Processing and Rating

6.1.1	Description
A.	An alternately billed call is any call which is billed to a number other than the number originating the call, and includes credit card, collect and third party calls. The following procedure shall apply for alternately billed calls originating or terminating over a Telephone Company line which has been resold.
B.	In the case of a local call or an intraLATA toll call on the Telephone Company's network originating from a reseller's end user's line that is served in a Telephone Company exchange within the Telephone Company's serving area in the state of New Hampshire, the Telephone Company shall record, process and rate such a call at the Telephone Company's tariffed rates and bill and collect payment from its customer.
C.	In the case of a local call or an intraLATA toll call on the Telephone Company's network originating from a Telephone Company end user within the Telephone Company's serving area in the state of New Hampshire, and charged to a reseller's end user line that is served in a Telephone Company's exchange within the Telephone Company's serving area in the state of New Hampshire, the Telephone Company shall separately record and process each such call and send an unrated record of all such calls to the reseller on a daily basis for the reseller's billing and collections purposes.
1.	The reseller shall pay the Telephone Company for such calls at the wholesale discount rates.
2.	The reseller shall pay any additional costs.
3.	The Telephone Company shall bill such calls and any additional costs on a monthly basis.
4.	The reseller shall rate the calls, bill their retail customers for such calls and keep the revenues collected.
D.	In the case of a local call or an intraLATA toll call originating from a reseller's end user line that is served in a Telephone Company exchange within the Telephone Company's serving area in the state of New Hampshire and charged to an out-of-region customer of a reseller, the Telephone Company shall record, process and rate such a call and forward such information to the reseller through Centralized Message Distribution ("CMDS"). Such reseller, in turn, shall bill and collect payment from its customers and remit to the Telephone Company, an amount equal to the amount billed after the deduction of billing and collection costs incurred by such out-of-region carrier at rates utilized by the industry CATS settlement process. (N)

6. Alternately Billed Calls (N)
6.1 Recording, Processing and Rating

6.1.1	Description
E.	In the case of an out-of-region local call or an intraLATA toll call originating and terminating outside of the sate of New Hampshire and charged to a reseller's end user line that is served in a Telephone Company exchange within the Telephone Company's serving area in the state of New Hampshire, for so long as the reseller cannot receive information and charges regarding such calls directly from the out-of-region reseller through CMDS, the Telephone Company shall, upon receipt of such information and charges from such out-of-region reseller, retransmit such information and charges to the reseller via the daily usage feed charging a record transmission fee. The Telephone Company shall bill the reseller for such calls on a monthly basis at the rates transmitted to the Telephone Company from such out-of-region reseller. The reseller shall bill and collect payment from its customers. The reseller shall remit to the Telephone Company the amount billed by the Telephone Company. (N)

7. Reserved for Future Use (N)

8. Other Services (N)
8.1 Daily Usage File

8.1.1	Description
A.	A daily usage file is available to resellers for local calls associated with the Telephone Company's resold message rate service, and for intraLATA toll service. Daily usage data is offered as local call usage detail and intraLATA call usage detail, and is provided via transmission or cartridge tape.
B.	Local and intraLATA Toll Call Usage Detail— Provides complete call detail by retail billing telephone number and by line, consisting of calling telephone number, called telephone number, call date, call connect time, and call elapsed time.

8.1.2	Regulations
A.	Responsibility of the Telephone Company
1.	The lapsed time between usage recorded by the Telephone Company and delivery to the reseller will not exceed eight business days.
2.	The Telephone Company will store reseller usage data for 45 days from the date of transmission to the reseller.

8.1.3	Application of Rates and Charges
A.	Record Processing— A charge applies per record processed.
1.	A record consists of a call with called number, call date, connect time, an elapsed time.
B.	Data Transmission— A charge applies per record transmitted.
C.	Data Cartridge – Available in addition to or in place of data transmission.
1.	When a data cartridge is provided in place of data transmission, data transmission charges are not applicable and a cartridge tape charge will apply. If a cartridge tape is requested in addition to data transmission, the cartridge tape and the data transmission charge both apply. (N)

8. Other Services
8.2 Electronic Customer Service Record Retrieval (N)

8.2.1	Description
A.	This service provides the reseller with the ability to electronically request the customer service record of an end user. The current customer service record will be formatted by the Telephone Company and transmitted back to the reseller. The customer service record reflects the most recent, completed service order activity and provides the service and equipment billed by the Telephone Company to a Telephone Company end user or to a reseller.

8.2.2	Application of Rates and Charges
A.	A service record retrieval charge applies to each customer service record electronically delivered to the reseller.
B.	A reseller may request any number of electronic customer service records, but will only be charged for the number of electronic customer service records successfully transmitted to the reseller.

(N)

8. Other Services (N)
8.3 Operator and Directory Services

8.3.1	Customized Routing
A.	At the reseller's option, the Telephone Company will re-route the reseller's end-users' local and toll operator services and directory assistance calls to an alternate operator services provider. The Telephone Company will provide such re-routing services on a first come, first served basis pursuant to a mutually agreed-upon schedule. The schedule established will depend upon the reseller's specific requirements, and in any event be completed within twelve months of the request.
B.	The rerouting of operator services and directory assistance calls will be implemented at the Reseller's expense. The charge will be determined on an individual case basis. The reseller is also responsible for the ongoing charges per rerouted subscriber line.
C.	Trunks for Operator Services/Directory Assistance Routing can be ordered in Part C, Section 1 of NHPUC No. 84.
D.	The Telephone Company may request the reseller to provide forecasts of its anticipated use of operator services and directory assistance routing for planning purposes.
E.	The reseller must arrange for Operator Services/Directory Assistance routing by submitting Network Design Requests.

8.3.2	Announcement Services
A.	At the reseller's option, the Telephone Company will provide Operator Services and Directory Assistance announcement services to the reseller when the reseller utilizes the Telephone Company's Operator and Directory Assistance Services for the reseller's end users' local Operator Services and Directory Assistance calls or local and toll Operator Services and Directory Assistance calls, when the reseller utilizes the Telephone Company's toll network. The reseller may choose a branded or unbranded announcement. The Telephone Company will provide such announcement services on a first come, first served basis pursuant to a mutually agreed-upon schedule. The schedule established will depend upon the reseller's specific requirements, and in any event be completed within twelve months of the request.
B.	The establishment of branding of operator services and directory assistance calls will be implemented at the Reseller's expense. The rate, per branded announcement, is detailed in Section 10.8.3

(N)

8. Other Services (N)
8.3 Operator and Directory Services

8.3.3	Directory Assistance (DA) and Directory Listing Services
A.	The Telephone Company will include in its published white pages directories and in its directory assistance records, the name, address and telephone number of the reseller's telephone exchange service customers (one listing per end user line), in accordance with the Telephone Company tariff provisions relating to alphabetical listings and to directory assistance as specified in NHPUC No. 83. Such listings will not be provided for any lines for which the reseller purchases nonpublished and nonlisted number service. Additional listings will be provided under the terms and conditions set forth in NHPUC No. 83.
1.	The Telephone Company will include in the "Information Pages", or comparable section of its white page directories, for areas served by the reseller, the reseller's customer service telephone number which has been provided by the reseller.
B.	Yellow Page Listing— Upon request of the reseller the Telephone Company will include in its published yellow page directories a single line, light-face (non-bold) listing for the reseller's telephone exchange service business end user. (N)

8. Other Services (N)

8.4 Enhanced Universal Emergency Number Service E911

8.4.1	Description
A.	The Telephone Company will include the reseller's telephone exchange service customers in the relevant E-9-1-1 database(s).
B.	The Telephone Company will bill the reseller the E-9-1-1 surcharge, as ordered by the Commission. The E-9-1-1 surcharge is not subject to the resale discount.

(N)

8. Other Services (N)
8.5 Unlawful Call Center

8.5.1	Description
A.	Resellers are entitled to use the services provided by the Telephone Company's Unlawful Call Center, formerly known as the Annoyance Call Bureau. (N)

8. Other Services (N)
8.6 Access to Operating Support Systems (OSS)

8.6.1	Description
A.	The Telephone Company provides access to other resellers to the functionalities of the Telephone Company's OSS in connection with the purchase of resold services. This access supports the pre-ordering, ordering, provisioning, maintenance and repair and billing of the resold services purchased by resellers.
B.	A charge is applied on a per-transaction basis. (N)

9. Reserved for Future Use (N)

10. Rates and Charges (N)

10.1 Tariff Information

There are no rates and charges contained in this section. (N)

10. Rates and Charges (N)
10.2 General Regulations

There are no rates and charges contained in this section. (N)

10. Rates and Charges (N)
10.3 Ordering of Service

There are no rates and charges contained in this section. (N)

10.	**Rates and Charges**	(N)
10.4	**Reserved for Future Use**	(N)

10. Rates and Charges (N)
10.5 Resale and Sharing

10.5.1 Discounts to Underlying Services

ID	Service Category	Rate Element	Rate	USOC
A.	Discounts for all services except those in Section 10.5.1.B	Business Services	18.78%	
		Residence Services	17.30%	
B.	Discounts only for services specified in NHPUC No. 83, Part A, Sections 5.1 through 5.4 and the exchange line portion of services in Part H where the reseller provides OSDA	Business Services	20.25%	
		Residence Services	19.04%	

10.5.2 Reserved for Future Use

10.5.3 Other Charges

ID	Service Category	Rate Element	Rate	USOC
	Service Center Maintenance Charge	Monthly charge per resold line	$0.21	
	Electronic Interface Maintenance Charge	Per OSS Transaction (includes only ongoing costs)	$0.21	

(N)

10. Rates and Charges
10.6 Alternately Billed Calls

(N)

There are no rates and charges contained in this section.

(N)

10. Rates and Charges (N)
10.7 Reserved for Future Use

There are no rates and charges contained in this section. (N)

10. Rates and Charges
10.8 Other Services

(N)

10.8.1	Daily Usage File			
ID	Service Category	Rate Element	Rate	USOC
	Record Processing	Per Record Processed	.001197	
	Data Transmission	Per Record Transmitted	.000022	
	Data Cartridge	Per Cartridge Tape	14.36	

10.8.2	Electronic Customer Service Record Retrieval			
ID	Service Category	Rate Element	Rate	USOC
	Electronic Customer Service Record Retrieval	Per Customer Record	0.12	

10.8.3	Operator and Directory Services			
ID	Service Category	Rate Element	Rate	USOC
	Customized Routing	Service Establishment - Per re-routing request	ICB	
		Service Establishment - Per central office switch equipped	ICB	
		Per Rerouted Subscriber Line - Per month	.023912	
	Announcement Services	Service Establishment - Per reseller request for unbranded service	36.52	
		Service Establishment - Per reseller request for branded service	175.28	
		Branding Surcharge - Per call	.05796	

(N)

10. Rates and Charges (N)
10.8 Other Services

10.8.4 Operating Support Systems				
ID	Service Category	Rate Element	Rate	USOC
	DCAS	Transaction Costs – Per transaction	0.21	
	Miscellaneous	Record Change Charge – Per change	6.86	
		Design Change Charge – Per change	6.86	
		Data Entry Search Charge – Per 15 minute interval	6.86	
		Out of Scope Request	ICB	

(N)

10. Rates and Charges (N)
10.9 Reserved For Future Use

There are no rates and charges contained in this section. (N)