

THE
COMPLIANCE
GROUP

December 22, 2015

Secretary
New Jersey Board of Public Utilities
44 S. Clinton Avenue, 9th Floor
P.O. Box 350
Trenton, NJ 08625

Re: DSCI, LLC – BPU Docket Nos. TT15020241 & TT15020242

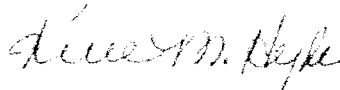
Dear Secretary:

On behalf of DSCI, LLC ("DSCI"), transmitted herewith are an original plus four (4) copies of revisions to its Local Exchange tariff pursuant to instruction from Harold Bond. These revisions are being filed to correct various deficiencies in Tariff No. 2. At the direction of Staff, the issue date is December 24, 2015 and the effective date remains March 23, 2015.

An additional copy of this transmittal letter is enclosed, to be date-stamped and returned in the postage prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact Michael Donahue at (703) 714-1319 or via email at mpd@commlawgroup.com.

Respectfully submitted,



Karen M. Hyde

Enclosure(s)

Cc: Ms. Tracy Wolford (via email)

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SECTION 1 – DEFINITIONS (CONT'D)

Customer Terminal Equipment – Terminal equipment provided by the Customer

Deposit – Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office – The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB – Individual Case Basis - If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as ICB, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such features, facilities or services. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs. Special service arrangements or ICB arrangements will be made where Customer specific requirements involve special facilities, equipment, construction, design and engineering, and/or power or other utility requirements, unusual site conditions, deviations from the Technical Specifications, unique Services or components of Service not specified in this Tariff, and other unique or special circumstances, all as determined solely by the Company. Rates and charges for ICBs will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof.

IXC or Interexchange Carrier – A long distance telecommunications service provider.

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

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Sean Dandley, CEO/President
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SECTION 1 – DEFINITIONS (CONT'D)

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

MOU – Minutes of Use.

NECA – National Exchange Carriers Association.

Non-Recurring Charge (“NRC”) – The initial charge, usually assessed on a one-time basis, to initiate and establish service

PBX – Private Branch Exchange.

PIN – Personal Identification Number. See Authorization

Code. Point of Presence (“POP”) – Point of Presence.

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

Service Order – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center – A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls – Refers to calls that are terminated via the Customer’s Company-provided local exchange line.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

Payment Arrangements

Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of all state sales tax, federal excise tax, state 911 surcharge and any federally mandated surcharges, such as; the Federal Universal Service Fund Surcharge, FCC Subscriber Line Charge, and Local Number Portability Surcharge imposed on or based upon the provision, sale or use of Network Services. All such taxes and surcharges shall be separately designated on the Company's invoices.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

Billing and Collection of Charges

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

- A. Nonrecurring charges are due and payable within thirty (30) days of receipt of bill, unless otherwise agreed to in advance.
- B. 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 thirty (30) days of receipt of bill. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

Payment Arrangements (Cont'd)

Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims should be submitted to the Company within 90 days of receipt of billing for those services. Incorrect bills should be handled in accordance with N.J.A.C. 14:10-2.2 (b)-(f).
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New Jersey Board of Public Utilities, located at 44 South Clinton Avenue, Trenton, NJ 08625-0350.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

Advance Payments

- A. 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 equal to the non-recurring charge(s) and one month's charges for the service or facility. 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.

SECTION 2 – RULES AND REGULATIONS (CONT'D)

Payment Arrangements (Cont'd)

Cancellation of Application for Service

- A. Where the Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. 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 incurred by the Company, 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 commenced.
- C. 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 by the Company, 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.
- D. The special charges will be calculated and applied on a case-by-case basis.

Changes in Service Requested

If the Customer makes or request 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.

SECTION 2 – RULES AND REGULATIONS (CONT'D)

Notices and Communications

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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

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.

Except as otherwise stated in this tariff, 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.

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.

Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to the normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, Federal Excise Tax and State Sales Tax, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES (CONT'D)

Local Service Packages (cont'd)

Rates:

Rates are determined by product types and enabled features and are Monthly recurring charges where applicable.

Basic Business Line Service

Message Rate Basic Business Line Service

Nonrecurring Connection Charge:	\$N/A
Monthly Recurring Charges:	
- Each Base Service Line	\$26.65
Message Usage Charges	
- Per Message	\$0.036 per minute
- Voice Mail Option, per line	\$8.95

Features:

(per line, per month)

- Three Way Calling/Call Hold	\$11.62
- Call Forwarding	\$8.48
- Call Waiting/Cancel Call Waiting	\$13.35
- Distinctive Ringing	
1st Additional Number	\$10.53
2nd Additional Number	\$11.50
- Speed Calling	
8 Number List	\$7.70
30 Number List	\$11.62
- Call ID	\$12.00
- Automatic Redial	\$6.75
- Automatic Recall	\$6.75
- Customer Originate Trace (per use)	\$1.50

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SECTION 5 - RATES

Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer- initiated changes:

- Service Order Change \$25.00
- Expedited Service Order Change \$50.00
- Advanced Reconfiguration \$75.00
- Expedited Advanced Reconfiguration \$125.00

Intrastate Usage Rates

<u>Category</u>	<u>Rate perMinute of Use</u>
Local	\$0.065 per minute
IntraLATA	\$0.099 per minute

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