

NEW JERSEY MSA LLC

CONSOLIDATED TARIFF NO. 1

Effective Date: July 28, 2025

TITLE SHEET

RULES, REGULATIONS AND SCHEDULE OF RATES AND CHARGES

APPLICABLE TO TELECOMMUNICATIONS SERVICES PROVIDED AS A
COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC)

WITHIN THE STATE OF NEW JERSEY

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SECTION 1 - GENERAL PROVISIONS

1.1 Authority and Scope

New Jersey MSA LLC ("Company"), a Delaware limited liability company authorized to operate as a Competitive Local Exchange Carrier ("CLEC") in the State of New Jersey pursuant to Board of Public Utilities Docket No. TE16121183, hereby establishes this unified tariff for the provision of telecommunications services.

1.2 Application of Tariff

This tariff governs the provision of:

- Antenna Space and Ground Space at Company facilities
- Telecommunications Services provided pursuant to Company's CLEC authority

- Cross-Connect Services between Customer equipment and telecommunications networks
- Transport and Backhaul Services for commercial business customers
- Local Exchange Services within New Jersey
- Dedicated Transmission Services for point-to-point and multipoint configurations

1.3 Relationship to License Agreements

IMPORTANT: Where a Customer has entered into a License Agreement or other written agreement with the Company for services described in this tariff, the terms and conditions of such License Agreement or written agreement shall supersede and control over any conflicting provisions in this tariff. This tariff serves as the default terms for services where no separate agreement exists and supplements any License Agreement for matters not specifically addressed therein.

1.4 Service Territory

Services are provided within areas currently served by incumbent local exchange carriers, subject to availability of facilities and equipment.

1.5 Customer Eligibility

Services under this tariff are available to commercial business customers only. The Company does not provide residential services.

SECTION 2 - DEFINITIONS

Access Line - An arrangement which connects the Customer's location to the Company's switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Company's services.

Business Customer - A commercial entity engaged in business, including firms, partnerships, corporations, governmental agencies, and individuals operating a business where the use of service is primarily of a business, professional, or occupational nature.

Channel Termination - The termination of a communications path at the Customer's premises, including interface arrangements.

CLEC Services - Telecommunications services provided pursuant to Company's authority as a Competitive Local Exchange Carrier, including cross-connect services, transport services, and backhaul services.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with this tariff.

Demarcation Point - The point of interconnection between Company communications facilities and terminal equipment, protective apparatus, or wiring at a Customer's premises.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG).

Equipment - The communication system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Customer at the Site.

Individual Case Basis (ICB) - A service arrangement in which the rates, terms, conditions, and charges are developed based on the specific circumstances of the Customer's requirements.

Interruption - A loss of service capability in excess of six (6) hours duration.

LATA - 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.

License Agreement – An Agreement between the Company and a Customer for Services as described in Section 7.2 of this tariff.

Licensed Premises - The Tower Space and Ground Space licensed to Customer for installation and operation of Equipment, as mutually agreed by the parties.

Network- Refers to the Company's facilities, equipment, and services provided under this tariff.

Network Interface Device (NID) - The Company-provided interface equipment at the Service Demarcation Point.

Nonrecurring Charge – Charges to Customer for Service(s) and/or equipment, assessed by the Company once, usually at the origination or termination of Service and/or installation of equipment.

Premises - A building or buildings on contiguous property where service is provided.

Recurring Charge – Monthly, quarterly, or other periodic charge to the Customer for services, facilities, and equipment which continue for the agreed-upon duration of the service.

Service Commencement Date - The date fifteen (15) days following written notice from Company that the Licensed Premises is ready for Customer to install Equipment, unless otherwise mutually agreed, or the first date service is utilized by Customer.

Service Demarcation Point - The network interface point where the Company delivers connectivity to the Customer.

Service Order - The written request for services executed by the Customer and Company specifying the service details, rates, terms, and conditions.

Site - The parcel of real estate improved with Company's tower structure and equipment space.

Tower Space - Space on the Company's tower structure for Customer's antenna equipment.

SECTION 3 - RULES AND REGULATIONS

3.1 Term of Service

3.1.1 Standard Terms

Unless otherwise specified in a License Agreement or separate written agreement:

- Services may be provided on a month-to-month basis with a minimum term of one (1) month
- Services may be provided for specified contract terms as mutually agreed
- For purposes of computing charges, a month is considered to have thirty (30) days

3.1.2 License Agreement Terms

Where a License Agreement exists between the Company and Customer, the term provisions of such License Agreement shall govern, superseding the standard terms set forth in this section.

3.1.3 Renewal

Unless otherwise specified in a License Agreement or other written agreement, services shall continue on a month-to-month basis after the expiration of any initial term at then-current rates, unless terminated by either the Company or Customer upon thirty (30) days' written notice.

3.2 Customer Obligations

3.2.1 Payment Responsibility

Customer is responsible for payment of all charges pursuant to this tariff, including but not limited to:

- Recurring charges
- Nonrecurring installation charges
- Applicable taxes and regulatory fees

- Special construction charges

3.2.2 Equipment Requirements

- Customer must obtain prior written approval before installing Equipment
- Equipment must comply with all applicable regulations and technical standards of the Federal Communications Commission
- Customer must provide plans and specifications at least fifteen (15) days before installation

3.2.3 Compliance

Customer must comply with all applicable laws, regulations, and Company policies, including this tariff, regarding use of Services and facilities.

3.3 Company Rights and Obligations

3.3.1 Service Provision

Company shall provide services pursuant to its CLEC authority and in accordance with this tariff.

3.3.2 Non-Interference

Company covenants that Customer shall quietly enjoy the Licensed Premises without interference from Company or subsequent licensees.

3.3.3 Maintenance

Company shall maintain its network and facilities in good working order.

3.4 Limitations of Liability

3.4.1 License Agreement Provisions

Where a License Agreement exists between Company and Customer, the limitation of liability provisions in such License Agreement shall supersede and control over the provisions in this section.

3.4.2 Service Interruptions

For services not governed by a License Agreement, Company's liability for service interruptions shall be limited to service credits as specified in Section 5.

3.4.3 Disclaimer of Warranties

COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY APPLICABLE LICENSE AGREEMENT.

3.4.4 Limitation of Damages

Unless otherwise specified in a License Agreement, in no event shall Company be liable for punitive, incidental, or consequential damages.

3.5 Indemnification

Each of Company and Customer shall indemnify and hold harmless the other from third-party claims arising from the indemnifying party's negligence or willful misconduct.

3.6 Termination

3.6.1 Termination Rights

Termination rights and procedures shall be governed by:

- If a License Agreement exists: The termination provisions of the License Agreement shall control.
- If no License Agreement exists: Either the Company or Customer may terminate Service upon thirty (30) days' written notice after any applicable minimum term.

3.6.2 Termination for Cause

Either the Company or Customer may terminate Service upon written notice if the other party remains in material default after applicable cure periods as specified in the governing agreement or this tariff.

3.6.3 Early Termination Liability

Where a License Agreement exists, any early termination liability provisions in such agreement shall supersede this section. Otherwise, if Customer terminates Service before the end of any agreed-upon term without cause, Customer may be subject to early termination charges as specified in the applicable service order.

SECTION 4 - DESCRIPTION OF SERVICES

4.1 Licensed Premises Services

4.1.1 Antenna Space

Company licenses space on its tower structures for Customer's antenna equipment, subject to technical feasibility and structural capacity.

4.1.2 Ground Space

Company provides ground space for Customer's equipment shelters, cabinets, and related facilities.

4.1.3 Utilities

Customer may access 120V power (where available) and shall be responsible for all utility charges.

4.2 CLEC Telecommunications Services

Services provided pursuant to Company's CLEC authority include:

4.2.1 Cross-Connect Services

Physical or virtual connections between Customer equipment and telecommunications networks at the Service Demarcation Point.

4.2.2 Transport Services

Dedicated transmission capacity between Customer locations or to interconnection points.

4.2.3 Backhaul Services

High-capacity connections from Customer equipment to data centers or network facilities.

4.3 Local Exchange Services

4.3.1 Network Switched Services

- DID (Direct Inward Dialing) Service
- Digital PBX Trunk Service (T1/DS1)
- ISDN-PRI Service

4.3.2 Dedicated Services

- DS1 through OC-192 Private Line Service
- Ethernet Services (50Mbps through 10Gbps)
- Wavelength Services

4.4 Service Configurations

4.4.1 Point-to-Point

Direct connections between two Customer-designated locations.

4.4.2 Multipoint

Connections between three or more Customer locations through Company hub facilities.

SECTION 5 - RATES AND CHARGES

5.1 General Rate Provisions

5.1.1 Application of Rates

The rates specified in this section apply unless superseded by:

- Rates specified in a License Agreement between Company and Customer
- Rates established through Individual Case Basis (ICB) arrangements
- Promotional rates offered by Company

5.1.2 License Agreement Rates

Where a License Agreement exists, the rates and charges specified in such agreement shall prevail over the standard tariffed rates listed below.

5.2 Licensed Premises Charges

Service	Monthly Recurring	Nonrecurring
Base License Fee*	As specified in License Agreement or ICB	As specified in License Agreement or ICB
Tower Space	ICB	ICB
Ground Space	ICB	ICB
Additional Equipment	ICB	ICB

*Standard rates available upon request where no License Agreement exists

5.3 CLEC Service Charges

Service	Monthly Recurring	Nonrecurring
Cross-Connect Service	ICB	ICB
Transport Service - DS1	ICB	ICB

Service	Monthly Recurring	Nonrecurring
Transport Service - DS3	ICB	ICB
Transport Service - Ethernet	ICB	ICB
Backhaul Service	ICB	ICB

5.4 Local Exchange Services

5.4.1 DID Service

Service	Monthly Recurring	Nonrecurring
DID Trunk Termination	ICB	ICB
First 20 DID Numbers	ICB	ICB
Additional 20 Numbers	ICB	ICB

5.4.2 Digital Trunk Services

Service	Monthly Recurring	Nonrecurring
Digital Local Loop/T-1	ICB	ICB
Channel Activation (per trunk)	ICB	ICB

5.4.3 ISDN-PRI Service

Service	Monthly Recurring	Nonrecurring
Digital Local Loop/PRI	ICB	ICB
PRI Interface (23B+D)	ICB	ICB
Optional Service Feature Package	ICB	ICB

5.5 Connection and Service Charges

Service	Charge
Service Connection Charge	ICB
Restoration after suspension	ICB
Premises Visit (first 15 min)	ICB
Each additional 15 min	ICB
Miscellaneous Service Order	\$25.00
Returned Check	\$15.00
Late Payment (per month)	1.5%

5.6 Directory Services

Service	Monthly Non-Recurring	
Directory Assistance (per call)	ICB	N/A
Non-Listed Number	ICB	N/A
Non-Published Number	ICB	N/A
Additional Listing	ICB	N/A

5.7 Carrier Presubscription

Service	Charge
Initial Selection	No Charge
Subsequent Changes (per line)	ICB

5.8 Taxes and Fees

Customer is responsible for all applicable:

- Federal, state, and local taxes
- Universal Service Fund (USF) charges
- Subscriber Line Charges (SLC)
- Local Number Portability (LNP) charges
- All other regulatory fees and surcharges

SECTION 6 - ADDITIONAL SERVICES

6.1 Custom Calling Features

Available features include:

- Call Forwarding (Busy, Don't Answer, Variable)
- Call Waiting/Cancel Call Waiting
- Caller ID/Caller ID Deluxe
- Call Trace
- Speed Dial (8 or 30 numbers)
- Repeat Call/Return Call
- Special Ring (up to 3 numbers per line)
- Message Waiting Indicator

Rates for custom calling features available upon request.

6.2 Directory Services

6.2.1 Directory Assistance

- Available by dialing appropriate access code
- Maximum 2 numbers per call
- Charges as specified in Section 5.6

6.2.2 Directory Assistance Exemptions

No charges for customers who certify visual or physical handicap preventing directory use.

6.2.3 Directory Listings

- Primary Listing: Included at no charge
- Non-Listed: Number withheld from directory but available to directory assistance
- Non-Published: Number withheld from directory and directory assistance
- Additional Listings: Extra listings at same service address

6.3 Number Portability

6.3.1 Local Number Portability

Provided at no charge per Federal Communications Commission requirements, enabling customers to retain phone numbers when changing service providers.

6.3.2 Implementation

Company will coordinate with other carriers to ensure seamless number transfers.

6.4 Carrier Presubscription

6.4.1 Available Options

Customers may select separate carriers for:

- IntraLATA toll calls
- InterLATA toll calls
- International calls

6.4.2 Selection Process

- Initial selection at service establishment: No charge
- Subsequent changes: Per line charge as specified in Section 5.7

6.5 Operator Services

Company provides or arranges for operator assistance for:

- Directory assistance

- Call completion
- Emergency services
- Other operator-assisted calls

6.6 Emergency Services (911/E911)

6.6.1 Access

All customers have access to emergency services by dialing 911.

6.6.2 Enhanced 911

Where available, provides automatic number and location identification to emergency service providers.

6.7 Special Service Arrangements

6.7.1 Temporary Service

Short-term service for special events, construction sites, or emergency restoration.

6.7.2 Seasonal Service

Service suspension available for seasonal businesses (minimum 1 month, maximum 6 months).

6.8 Inside Wire Maintenance

6.8.1 Demarcation

Company responsibility ends at the Network Interface Device.

6.8.2 Customer Responsibility

Customer responsible for all inside wiring beyond demarcation point.

SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB)

In lieu of standard tariffed rates, Company may negotiate ICB arrangements considering:

- Nature and volume of services
- Term commitment
- Construction requirements

- Unique customer needs
- Network capacity and availability

ICB arrangements shall be:

- Non-discriminatory
- Available to similarly situated customers
- Documented in written agreements

7.2 License Agreements

The Company may enter into License Agreements for Antenna Space, Ground Space, and Telecommunications Services. Where such License Agreements exist, their terms and conditions shall supersede any conflicting provisions in this tariff. This includes but is not limited to:

- Service terms and renewal provisions
- Rates and charges
- Termination rights and liabilities
- Limitation of liability provisions
- Equipment installation and approval procedures
- Insurance requirements
- Access rights and restrictions
- Any other terms specifically addressed in the License Agreement

7.3 Special Construction

7.3.1 When Required

Special construction may be necessary for:

- Locations not on existing network
- Non-standard facility requirements
- Expedited installation
- Temporary service needs
- Customer-specific configurations

7.3.2 Charges

Special construction charges based on:

- Materials and equipment
- Labor and engineering
- Rights-of-way costs
- Make-ready work
- Project management
- Reasonable overhead and profit

7.4 Promotional Offerings

Company may offer temporary promotional rates:

- Maximum 90 days per customer
- Must be filed with Board
- Available to all eligible customers
- Cannot discriminate among similarly situated customers

7.5 Contract Services

7.5.1 Term Agreements

Company offers discounted rates for term commitments:

- 1-year: 5% discount
- 3-year: 10% discount
- 5-year: 15% discount
- Longer terms: ICB

7.5.2 Volume Commitments

Discounts available for minimum revenue commitments:

- \$5,000/month: ICB
- \$10,000/month: ICB
- \$25,000/month: ICB
- Higher volumes: ICB

7.6 Grandfathered Services

Services provided under previous Company tariffs may be grandfathered at existing rates and terms, subject to Company discretion.

SECTION 8 - SERVICE ORDERING AND PROVISIONING

8.1 Service Orders

8.1.1 Required Information

Service orders must include:

- Customer name and contact information
- Service address and locations
- Services requested and bandwidth
- Requested installation date

- Billing information
- Authorized signature

8.1.2 Order Processing

- Standard interval: 30-45 days
- Expedited service: Available at additional charge
- Order confirmation within 5 business days
- Installation scheduling coordinated with customer

8.2 Service Implementation

8.2.1 Pre-Installation

- Site survey (if required)
- Permits and approvals
- Equipment ordering
- Access coordination

8.2.2 Installation

- Professional installation required
- Customer premises equipment coordination
- Testing and turn-up
- Customer acceptance

8.2.3 Post-Installation

- Service verification
- Customer training (if applicable)
- Documentation provided
- Billing commences

8.3 Service Changes

8.3.1 Adds/Moves/Changes

- Requested via service order
- Subject to availability
- May incur charges
- Standard intervals apply

8.3.2 Upgrades/Downgrades

- Bandwidth changes
- Feature additions/deletions

- Term modifications
 - Prorated billing applies
-

SECTION 9 - DISPUTE RESOLUTION

9.1 Customer Complaints

9.1.1 Initial Resolution

Complaints should be directed to:

- Customer Service: (888) 500-4580
- Email: support@nj-msallc.com

9.1.2 Escalation Process

If not resolved within 30 days:

- Written complaint to Company management
- Response within 15 business days
- Further escalation available

9.2 Regulatory Complaints

Unresolved disputes may be filed with:

New Jersey Board of Public Utilities
44 South Clinton Avenue
Post Office Box 350
Trenton, NJ 08625-0350

9.3 Billing Disputes

- Must be filed within 30 days of invoice
 - Undisputed amounts must be paid
 - Investigation and response within 30 days
 - Credits/adjustments applied if warranted
-

REPORTING AND COMPLIANCE

Annual Reports

Company shall file required reports with the New Jersey Board of Public Utilities:

- Annual Report (by March 31)
- Gross Intrastate Revenue Statement (by June 1)
- Other reports as required

Service Quality Reporting

Company shall maintain records of:

- Service outages and interruptions
- Customer complaints
- Service installations
- Network performance

Regulatory Compliance

All services provided in accordance with:

- Federal Communications Commission regulations
- New Jersey Board of Public Utilities rules
- Industry standards and best practices

Tariff Modifications

- Filed with Board as required
- Customer notice of material changes
- Effective dates per regulatory requirements

EFFECTIVE DATE AND FILING

This tariff is effective July 28, 2025 and supersedes all previous tariffs of the Company.

This tariff is filed with the New Jersey Board of Public Utilities pursuant to Docket No. TE16121183 and the Company's authority to operate as a Competitive Local Exchange Carrier in the State of New Jersey.

APPENDIX A - SERVICE AREAS

Services are available in the following incumbent LEC territories:

- Verizon New Jersey Inc.
- Other territories as may be added

APPENDIX B - TECHNICAL SPECIFICATIONS

B.1 Network Interfaces

- DS1: 1.544 Mbps
- DS3: 44.736 Mbps
- Ethernet: 10/100/1000 Mbps, 10 Gbps
- SONET: OC-3 through OC-192

B.2 Signaling Protocols

- SS7
- ISDN PRI
- SIP
- Other industry standard protocols

B.3 Performance Standards

- Availability: 99.9% or better
- Latency: Per industry standards
- Packet loss: <0.1%
- Jitter: <5ms

APPENDIX C - FORMS AND NOTICES

Standard forms for service orders, complaints, and notices to be maintained by Company and available upon written request.