

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE TO

INTEREXCHANGE TOLL RESELLER SERVICES

WITHIN THE COMMONWEALTH OF PENNSYLVANIA

PROVIDED BY

**Fibernet Telecommunications of Pennsylvania, LLC**

This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 222 Richmond Street, Suite 206, Providence, Rhode Island 02903.

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ISSUED BY: Robert J. Shanahan, President  
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**Check Sheet**

The Title Page and Pages listed below are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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**APPLICATION OF TARIFF**

This tariff contains the regulations and charges applicable to intrastate interexchange telecommunications resale services provided by Fibernet Telecommunications of Pennsylvania, LLC to customers within the Commonwealth of Pennsylvania.

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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**EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS**

**A. SYMBOLS USED IN THIS TARIFF**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.

**B. ABBREVIATIONS**

HITDR - Highest Interexchange Transporter Daytime Rate

HITC - Highest Interexchange Transporter Charge or Surcharge

LATA - Local Access and Transport Area

LEC - Local Exchange Company.

PUC - Public Utility Commission

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## SECTION 1 - DEFINITION OF TERMS

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

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

**Carrier or Company** - Fibernet Telecommunications of Pennsylvania, LLC, issuer of this tariff.

**Commission** - Refers to the Pennsylvania Public Utility Commission.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**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 the Company's tariff.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Fibernet** - Fibernet Telecommunications of Pennsylvania, LLC, issuer of this tariff.

**LATA** - Local Access and Transport Area.

**LEC** - Local Exchange Company.

**NECA** - National Exchange Carriers Association.

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**SECTION 1 - DEFINITION OF TERMS, CONT'D.**

**Personal Identification Number (PIN)** - See Authorization Code.

**Subscriber** - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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## **SECTION 2 - RULES AND REGULATIONS**

### **A. Description of Service**

The Company provides intrastate, interexchange switched telecommunications services between locations in Pennsylvania. The Company's offerings include outbound service and directory assistance.

#### **.1 General**

Intrastate toll service rates vary according to whether the Customer obtains local service from the Company through the Company's switch (i.e., facilities-based local exchange service) or whether its service is through switchless resale (i.e., resold local exchange service).

#### **.2 Flat Rate Outbound Service**

Flat Rate Outbound Service is a direct dial outbound service. Rates are not time-of-day or distance sensitive. Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

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## SECTION 2 - RULES AND REGULATIONS

### A. Description of Service, Cont'd.

#### .3 Flat Rate Inbound Service

Flat Rate Switched Toll Free service is an inbound calling service (e.g.: 800/888/877). Calls are billed in six (6) second increments with an initial period for billing purposes of six (6) seconds. Rates are not time-of-day or distance sensitive. Calls originate from any intrastate location over a toll free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller.

#### .4 NEVD Travel Card Service

Travel Card Service is available to NEVD Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

#### .5 Flat Rate Dedicated Outbound Service

Flat Rate Dedicated Outbound Service is an Intrastate service designed primarily for business customers. Calls are billed in six (6) second increments with a six (6) second minimum billing period. Calls originate from Customer-provided dedicated access lines.

#### .6 Flat Rate Dedicated Inbound Service

Flat Rate Dedicated Inbound Service is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free telephone number (e.g.: 800/888/877) and terminate to a customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**B. Service Availability**

Service is available twenty-four hours per day, seven days per week. The Company offers service to all those who desire to purchase service from the Company consistent with all provisions of this tariff.

- .1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer or Subscriber is using the service in violation of the provisions of this tariff, or in violation of the law.
- .2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- .3** The Company does not undertake to transmit messages, but offers the use of its facilities to its Customers for communications.
- .4** All facilities provided under this tariff are directly or indirectly controlled by Fibernet and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- .5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- .6** Service is available in equal access areas only.
- .7** The Company reserves the right to block service to or from certain NPA-NXX's to control the risk of fraud. Service will be restored as soon as it can be restored without undue risk.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**C. Billing and Payment For Service**

**.1 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- (A) Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- (B) Chargeable time for all calls ends when one of the parties disconnects from the call.
- (C) Call durations and minimum calling periods are provided with each specific product as described in this tariff.
- (D) There is no billing applied for incomplete calls.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**C. Billing and Payment For Service, Cont'd.**

**.2 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Fibernet. This includes payment for calls or services originated at the Customer's number(s), or the originating location of the call; incurred at the specific request of the Customer.

All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Overdue payments are subject to a 1.25% per month late payment fee.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**C. Billing and Payment For Service, Cont'd.**

**.3 Establishment of Credit**

Fibernet reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures.

**.4 Cost of Collection**

Customers shall be liable to the Company for all costs of collection.

**.5 Taxes**

The Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in conjunction with the services used. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

**.6 Billing Disputes**

(A) Billing disputes shall be processed by the Company or its billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64.

(B) Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**C. Billing and Payment For Service, Cont'd.**

**.7 Deposits**

**(A) Residential Customers**

The Company does not collect Customer deposits.

**(B) Business Customers**

Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any applicable Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

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

Deposits held will accrue interest at the fixed rate specified by the Commission. Interest is credited to the customer annually, and upon termination of the service, or upon return of the deposit by the Company.

Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

**.8 Returned Checks**

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**D. Cancellation or Termination of Service.**

- .1** Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code.
- .2** The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon 10 days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Subscriber.
- .3** The Company may terminate service without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**E. Liabilities of the Company**

- .1** Fibernet's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- .2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- .3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**E. Liabilities of the Company, Cont'd.**

- .4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- .5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- .6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- .7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the company's services.

**F. Interconnection**

Service furnished by Fibernet may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Fibernet's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**G. Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Fibernet service.

**H. Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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### **SECTION 3 - RATES**

#### **A. General**

Fibernet Telecommunications of Pennsylvania, LLC offers outbound long distance service to its Customers. Each Customer is charged individually for each call placed through the Carrier. Customers are billed based on their use of Fibernet Telecommunications of Pennsylvania, LLC service.

Service is available twenty-four hours per day, seven days a week. Presubscribed service is available from equal access originating end offices only.

For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

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**SECTION 3 - RATES, CONT'D.**

**B. Service Offerings**

**.1 Flat Rate Outbound Service**

Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

<u>Per Minute Rate Minimum</u>	<u>Per Minute Rate Maximum</u>
\$0.03	HITDR*

**.2 Flat Rate Inbound Service**

Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

<u>Per Minute Rate Minimum</u>	<u>Per Minute Rate Maximum</u>
\$0.03	HITDR*

**.3 Travel Card Service**

Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

<u>Per Minute Rate Minimum</u>	<u>Per Minute Rate Maximum</u>
\$0.20	HITDR*

\* HITDR - Highest Interexchange Transporter Day Rate

\*\* HITC - Highest Interexchange Transporter Charge or Surcharge

**Fibernet Telecommunications of Pennsylvania, LLC**

Pa. P.U.C. No. 1

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**SECTION 3 - RATES, CONT'D.**

**B. Service Offerings, Cont'd.**

**.4 Flat Rate Dedicated Outbound Service**

Calls are billed in six (6) second increments with a six (6) second minimum billing period.  
Calls originate from Customer-provided dedicated access lines.

Per Minute Rate Minimum  
\$0.03

Per Minute Rate Maximum  
HITDR\*

**.5 Flat Rate Dedicated Inbound Service**

Calls are billed in six (6) second increments with an initial billing period of six (6) seconds.

Per Minute Rate Minimum  
\$0.03

Per Minute Rate Maximum  
HITDR\*

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#### **SECTION 4 - PROMOTIONS**

**A. Promotional Offerings - General**

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

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