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Winter Park, FL  
32789

April 29, 2005  
**Overnight**

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Mr. James J. McNulty  
Commission Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 3rd Floor  
Harrisburg, PA 17020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**DOCUMENT  
FOLDER**

Re: Application of **InterGlobe Communications** for Approval to Offer Facilities-Based Local Exchange and Resold Interexchange Telecommunications Services  
Docket No. A-311328 - Compliance Tariffs

Dear Mr. McNulty:

Enclosed for filing is the original and three (3) copies of the compliance tariffs for the application of **InterGlobe Communications** to offer Facilities-Based Local Exchange and Resold *Interexchange telecommunications services within the Commonwealth of Pennsylvania*. This filing includes the Company's reseller of interexchange toll services tariff, the local exchange services tariff, and the switched access services tariff. Appendix A is also attached and addresses the deficiencies in each tariff.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575 or via email at [croesel@tminc.com](mailto:croesel@tminc.com).

Sincerely,

Carey Roessel  
Consultant to InterGlobe Communications

CR/gs  
Enclosures

cc: Al Mayerhoff – InterGlobe  
Service List  
file: InterGlobe – PA Local  
InterGlobe – PA IXC  
InterGlobe – PA Access  
tns: paf0400c

67

InterGlobe Communications  
Dockets Nos. A-311328; A-311328F0002  
Proposed tariffs for Reseller of Interexchange Toll Services  
And Competitive Local Exchange Carrier Service

InterGlobe Communications (Applicant) is seeking Certificates of Public Convenience to provide telecommunications services as delineated above. The Applicant filed proposed initial tariffs for CLEC and IXC services with its Applications. The proposed tariffs contain certain deficiencies which are discussed herein. These deficiencies must be addressed by the Applicant before the tariffs can be approved and the Certificates of Public Convenience can be issued.

Please submit a copy of this Appendix with your revised compliance tariff. On that copy please note the page/sheet of the compliance tariff where the required revision is located for each item below.

**Tariff deficiencies noted – IXC Reseller (A-311328)**

1. Title Page – should reference the type of service to which the tariff applies – Reseller of Interexchange Toll Services. Also, put this heading on all tariff pages. *(Tariff pages revised)*
2. Original Page 4 – Change Codes as follows: (D) to signify decrease in rates and (C) to signify any other change. *(Tariff page revised)*
3. Section 2 – Page 17 – Late Payment Charges – make reference that late payment charges for residential customers should not exceed 1.25% per month on the unpaid balance of the bill and may not include previously accrued late payment charges. Reference §64.16 *(Tariff page revised)*

In addition, provide an explanation of 220CMR26.10. *(This reference refers to a Massachusetts statute; could not find a reference to this in tariff, so TMI is not sure where reference to statute came from)*

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**Tariff deficiencies noted – Competitive Local Exchange Carrier (A-311328F0002)**

4. Title Page – should reference the type of service to which the tariff applies – Competitive Local Exchange Carrier Services in the service territories of Verizon Pennsylvania, Inc., and Verizon North, Inc. *(Title Page Referenced)*
5. Section 3 – Service Areas – provide reference to exchange maps in ILEC tariffs by tariff and section number. *(Not Applicable)*
6. Discontinuance of Service – Section 2.8 – Original Page 36 - tariff should make reference for customer who wishes to have service discontinued should provide at least five days written or oral notice to the company. Reference §64.53. *(Tariff page revised)*
7. Directory Assistance – Section 6, Page 2 – must offer residential customer two free directory assistance calls per month. *(Tariff page revised)*
8. IntraLATA Presubscription Plan – tariff must contain language allowing its subscribers the ability to presubscribe to the carrier of their choice for both interLATA and intraLATA toll services in accordance with PUC Order at Docket No. I-00940034. *(Section 6.4 replaced with updated language)*
9. PA Telephone Relay Service – Section 6, Page 11 – language must be added to conform with attached sample and, beginning July 1, 2004, the rates of \$.07 per residential access line per month and \$.13 per business line per month will become effective. *(Tariff page revised)*
10. 911 Emergency Service – language must be added to conform with the attached sample. *(Section 6.6 – Added language)*
11. Disputed Bills – use language shown in Section 2.6.2.B. – Original Page 15 of the proposed IXC tariff. *(Tariff page revised)*
12. Section 2.5.4 – Original Page 25 – Deposits – use language shown in Section 2.6.6 of the proposed IXC tariff. *(Tariff page revised)*
13. Flat Rate Residential Service – all residential customers should be offered a flat rate with option of for per minute usage billing consistent with 66 Pa. C.S. §1324. *(Section mirrors rates in Verizon's tariff)*

14. Call Blocking 900/976 and Toll Denial Services – must be offered for new customers and for the usage in the first instance should be offered free of charge. Reference 66 Pa. C.S. § 2905. *(Added section 6.7 and also updated section 5.4.4.D-G with definitions and Call Blocking language)*
15. Section 6.2 – Directory Assistance Service – must offer residential customers two free directory assistance calls per month. *(See answer to Question 7 above)*
16. Restriction of Service – service should not be restricted to a certain class of customers. This means service must be offered to residential as well as business customers. If residential service is not offered, service should be made available to the residential customers at the business service rates. *(Preface – Page 7- Added language)*
17. Inconsistent Tariff – the tariff must contain the language that any portion of the tariff inconsistent with any provisions of the 52 Pa. Code will be deemed inoperative and superseded. Reference 52 Pa. §64.213. *(Preface – Page 7- Added language)*
18. No Switched Access tariff accompanied the instant application. Until a Switched Access tariff is filed the Carrier will not be allowed to impose access charges on other carriers. *(See next section)*

#### **Tariff deficiencies noted-Switched Access Tariff**

19. Section 2-Original Page 15-Late Payment Fees-should not exceed 1.25% per month. *(Tariff page revised)*
20. Section 5-Original Page 1-remove language regarding Bill and Keep. Company is required to negotiate interconnecting and/or traffic exchange agreements, as needed. *(Tariff page revised)*

INTEREXCHANGE TOLL SERVICES TARIFF

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PA PUBLIC UTILITY COMMISSION  
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RESELLER OF INTEREXCHANGE TOLL SERVICES TARIFF

for

**DOCKETED**  
SEP 19 2005

**INTERGLOBE COMMUNICATIONS**

**DOCUMENT  
FOLDER**

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate communications service by InterGlobe Communications ("InterGlobe") between locations in Pennsylvania.

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ISSUED: May 2, 2005

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ISSUED BY: Al Mayerhoff, President  
101 Tyrellan Avenue  
Staten Island, New York 10309

INTEREXCHANGE TOLL SERVICES TARIFF

CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*
1	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
5	Original	*	31	Original	*
6	Original	*	32	Original	*
7	Original	*	33	Original	*
8	Original	*	34	Original	*
9	Original	*	35	Original	*
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* included in this filing.

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INTEREXCHANGE TOLL SERVICES TARIFF

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INTEREXCHANGE TOLL SERVICES TARIFF

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**APPLICATION OF TARIFF**

This tariff contains the regulations and charges applicable to intrastate interexchange telecommunications resale services provided by InterGlobe Communications to Customers within the Commonwealth of Pennsylvania.

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS AND  
BILLING AGENTS**

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

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INTEREXCHANGE TOLL SERVICES TARIFF

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (I) To signify increased rates.
- (D) To signify decreased rates.
- (C) To signify all other changes.

**ABBREVIATIONS USED IN THIS TARIFF**

**HITDR** - Highest Interexchange Transporter Daytime Rate

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

**LATA** - Local Access and Transport Area

**LEC** - Local Exchange Company or Local Exchange Carrier

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

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INTEREXCHANGE TOLL SERVICES TARIFF

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**TARIFF FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company 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, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

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

**Company or Carrier** - InterGlobe Communications unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**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.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

**InterGlobe** - Used throughout this tariff to refer to InterGlobe Communications.

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

**LEC** - Local Exchange Company.

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

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

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of InterGlobe Communications**

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer location to the Company network. The Customer shall be responsible for all charges due for such service arrangements.

Company services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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

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

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Limitations**

- 2.3.1** The Company reserves the *right* to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2** 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.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the *terms and conditions of this tariff*, the tariff shall prevail.
- 2.3.7** Title to all equipment provided by the Company under this tariff remains with the Company.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Assignment and Transfer**

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by InterGlobe and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, Customer affiliates, or other designated entities.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** The Company 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 \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** 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 Company direct control.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company, (Cont'd.)**

**2.5.3** Indemnification - The Company liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of Company equipment, facilities and associated wiring of Customer premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company, (Cont'd.)**

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to Customer premises resulting from the existence of Company equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** 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.
- 2.5.6** 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.
- 2.5.7** 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 Company services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility**

**2.6.1** All Customers assume general responsibilities in connection with the provisions and use of the Company service. When facilities, equipment, and/or communication systems provided by others are connected to Company facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of Company regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the Customer must provide:
  - 1. The names and addresses of the persons responsible for the payment of service charges, and
  - 2. The names, telephone numbers, and addresses of the Customer contact persons.
- C.** The Customer must pay the Company for the replacement or repair of Company equipment when the damage results from:
  - 1. The negligence or willful act of the Customer or user;
  - 2. Improper use of service; and
  - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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INTEREXCHANGE TOLL SERVICES TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment for Service****A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

**B. Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent orally or in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Billing disputes shall be processed by the Company or their billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64, as amended. Customers unsatisfied with Company handling of a dispute may contact the Commission's Bureau of Consumer Services at the following address:

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105-3265  
1-800-782-1110

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.3 Taxes and Fees**

- A.** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer bill.
- B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C.** Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company services.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.4 Late Payment Fees**

A late fee of 1.5% for business customers and 1.25% for residential customers per month (or the maximum amount allowed by law, whichever is lower) may apply to any unpaid and past due balance. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash. Customers shall be liable to the Company for all costs of collection.

**2.6.5 Return Check Charge**

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

**2.6.6 Deposits**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit that the Company may apply against overdue charges. The amount of the security deposit required will be equal to not more than two (2) month's estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code §§ 64.31-64.41.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

**2.6.7 Advance Payments**

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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INTEREXCHANGE TOLL SERVICES TARIFF

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

**2.6 Customer Responsibility, (Cont'd.)**

**2.6.8 Cancellation by Customer**

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods that are not due to Company testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)**

**2.7.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

**2.7.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Cancellation or Termination of Service by Customer**

**2.8.1** Customers of presubscribed long distance services may cancel service at any time by providing InterGlobe with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

**2.9 Cancellation or Termination of Service by Company**

**2.9.1** For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.

**2.9.2** InterGlobe may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.
- C.** For neglect or refusal to provide reasonable access to InterGlobe or its agents for the purpose of inspection and maintenance of equipment owned by InterGlobe or its agents.
- D.** For noncompliance with or violation of Commission regulation or the Company rules and regulations on file with the Commission.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Cancellation or Termination of Service by Company, (Cont'd.)****2.9.2 Continued**

- E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Company equipment or service to others.
- F.** Without notice in the event of tampering with the equipment or services owned by InterGlobe or its agents.
- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, InterGlobe may, before restoring service, require the Customer or Subscriber 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.
- H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Interconnection**

Service furnished by InterGlobe 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 Company service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.11 Terminal Equipment**

Company facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

**2.13 900, 976 and 700 Numbers**

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Toll Free Services**

- 2.14.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

**2.15 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of 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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INTEREXCHANGE TOLL SERVICES TARIFF

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

**3.1 General**

InterGlobe provides direct dialed outbound, inbound, travel card, operator services and access to directory assistance for communications originating and terminating within the state. Company services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Long Distance service is only available in conjunction with local service.

Customers are billed based on their use of InterGlobe services and network.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

Billing for calls placed over the InterGlobe network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, InterGlobe will reasonably issue credit for the call.

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INTEREXCHANGE TOLL SERVICES TARIFF

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.3 Rate Periods**

The Company does not offer time-of-day discounts.

**3.4 Calculation of Distance**

The Company does not offer mileage-sensitive services.

**3.5 Holidays**

The Company does not offer Holiday discounts.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.6 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

	<b>Minimum</b>	<b>Maximum</b>
Rate per Call:	\$0.12	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.7 Outbound Services****3.7.1 InterLATA Service Toll Plan 1**

InterLATA Service Toll Plan 1 is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

	<b>Minimum</b>	<b>Maximum</b>
Rate per Minute:	\$0.02	HITDR*

\* HITDR - Highest Interexchange Transporter Daytime Rate.

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.8 Toll Free Services****3.8.1 Switched Toll Free Plan 1**

Switched Toll Free Plan 1 is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

	<b>Minimum</b>	<b>Maximum</b>
Rate per Minute:	\$0.02	HITDR*
Monthly Recurring Charge:	\$0.00	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.9 Calling Card Service**

Calling Card Service is available to 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 sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A per call charge applies in addition to a per minute charge.

	<b>Minimum</b>	<b>Maximum</b>
Rate per Minute:	\$0.05	HITDR*
Rate per Call:	\$0.00	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

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

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.10 Directory Assistance**

Directory Assistance is available to InterGlobe Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance:

	<b>Minimum</b>	<b>Maximum</b>
Rate per Call:	\$0.57	HITC**

Call Completion:

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

	<b>Minimum</b>	<b>Maximum</b>
Rate per Call:	\$0.57	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

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

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

**3.11 Operator Services**

Operator Services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day, seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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## INTEREXCHANGE TOLL SERVICES TARIFF

## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

## 3.11 Operator Services, (Cont'd.)

## Usage Charges:

	Minimum	Maximum
Rate per Minute:	\$0.20	HITDR*

## Per Call Service Charges:

	Minimum	Maximum
Customer Dialed Calling Card:	\$0.75	HITC**
Operator Dialed Calling Card:	\$0.75	HITC**
Collect, automated	\$2.50	HITC**
Collect, operator assisted	\$2.50	HITC**
Third Party Billed:	\$2.50	HITC**
Third Party Billed, operator assisted	\$2.50	HITC**
Person-to-Person:	\$4.50	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

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

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**INTEREXCHANGE TOLL SERVICES TARIFF**

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**SECTION 4 - PROMOTIONS****4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at Company discretion.

**4.2 Promotions - General**

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

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Staten Island, New York 10309



CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of April, 2005, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

RECEIVED

APR 29 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

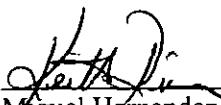
Office of the Attorney General  
Office of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

A copy of the foregoing Competitive Local Exchange Carrier application has been served on the following Incumbent Local Exchange Carrier(s) as well:

Ms. Julia A. Conover, Esquire  
Verizon Pennsylvania, Inc.  
1717 Arch Street, 32nd Floor  
Philadelphia, Pennsylvania 19103

Mr. John Dudley  
Director of External Affairs  
Verizon North, Inc.  
212 Lotus Street, Suite 600  
Harrisburg, Pennsylvania 17108

Mr. John G. Short, Esq.  
Sprint - United  
1201 Walnut Bottom Road  
PO Box 1201  
Carlisle, Pennsylvania 17013

FOR   
Miguel Hernandez, Technologies Management, Inc.