

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 03/19/99
8. DOCKET NO: A-310828 F0002	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: FIBERNET TELECOMMUNICATNS OF PA

COMP/APP COUNTY:

UTILITY CODE: 310828

ALLEGATION OR SUBJECT

APPLICATION OF FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC., FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCKETED
JUN 07 1999

**DOCUMENT
FOLDER**

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EEF

DOCKETED

OCT 04 1999

**DOCUMENT
FOLDER**

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....11/05/99 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC FOR EXPEDITED APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT FOLDER

DOCKETED NOV 10 1999

EEF

ORIGINAL

**Fibernet Telecommunications of
Pennsylvania, LLC**

222 Richmond Street
Suite 206
Providence, RI 02903
Phone: 274-6383
Fax: 272-9751

A.310828F0002

March 19, 1999

RECEIVED

MAR 19 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

By Overnight Mail

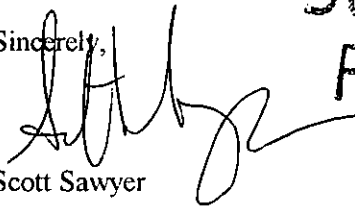
James McNulty
Secretary
Pennsylvania Public Utilities Commission
Corner of Commonwealth Avenue and North Street
North Office Building, Room 206
Harrisburg, PA 17105

RE: Application of Fibernet Telecommunications of Pennsylvania, LLC for Approval to
Render, Furnish, or Supply Telecommunication Services as an **Competitive Access
Provider, an Interexchange Reseller, and a Competitive Local Exchange Carrier** to the
public of the Commonwealth of Pennsylvania

Dear Secretary McNulty:

Enclosed please find for filing in the above-captioned matter an original and three (3) copies
of the Application for Competitive Access Provider, Application for Interexchange Reseller, and
Application for Competitive Local Exchange Carrier for Fibernet Telecommunications of
Pennsylvania, LLC. Also enclosed is a certificate of service.

Thank you for your assistance in this matter.

Sincerely,

Scott Sawyer

**DOCUMENT
FOLDER**

Enclosures

SS/sm

105

ORIGINAL

Application Docket No.

Application of
**Fibernet Telecommunications
of Pennsylvania, LLC**

("Applicant")
d/b/a/ (n/a), for approval
to render, furnish, or supply
telecommunication services
as an

Competitive Local Exchange Carrier
to the public in the
Commonwealth of Pennsylvania

A-310828F602

1999

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number and FAX number of the Applicant are:

Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, Rhode Island 02903
Telephone: (401) 274-6383
Fax: (401) 351-6919

DOCKETED
JUN 07 1999

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address and telephone number.

Applicant has no such predecessors and has not operated under any other names.

2. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this application should be addressed are:

Scott Sawyer, Esq.
Vice President, Regulatory Affairs
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, Rhode Island 02903
Telephone: (401) 274-6383
Fax: (401) 351-6919

**DOCUMENT
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RECEIVED

MAR 19 1999

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2. **CONTACT PERSON** (continued)

Monique Byrnes
Consultant for:
Fibernet Telecommunications of Pennsylvania, LLC
210 North Park Avenue
Winter Park, FL 32789
Telephone: (407) 740-6575
Fax: (407) 740-0613

3. **ATTORNEY:** If applicable, the name, address, telephone number and FAX number of the Applicant's attorney are:

Scott Sawyer, Esq.
Vice President, Regulatory Affairs
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, Rhode Island 02903
Telephone: (401) 274-6383
Fax: (401) 351-6919

4. **FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

The Applicant is a domestic limited liability company (15 Pa. C. S. §8913).

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

In compliance with 15 Pa. C. S. §8913, Applicant's Certificate of Organization was filed with the office of the Secretary of the Commonwealth on February 3, 1999. A Good Standing Certificate issued by the Secretary of the Commonwealth is attached hereto as Exhibit 1.

Give names and addresses of officers.

The names and addresses of Applicant's officers are provided in Exhibit 2, attached to this Application.

The Applicant is organized in the Commonwealth of Pennsylvania.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

The Applicant is owned 100% by Mountaineer Telecommunications, L.L.C., a West Virginia limited liability company (the "Parent Company"). The ownership structure of the Parent Company is currently being finalized. It will be owned by Blackstone TWF Capital Partners, L.P.; Blackstone TWF Capital Partners A L.P.; Blackstone TWF Capital Partners B L.P.; and Blackstone TWF Family Investment Partnership L.P. (together owning 80 percent); and Robert C. Fanch and/or entities controlled by him (together owning 20 percent).

The Applicant has no predecessors which have done business in Pennsylvania.

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:**

Affiliate(s) of the Applicant rendering public utility service in any jurisdiction other than Pennsylvania are:

The Applicant has an affiliate company in West Virginia, Fibernet, LLC, that is not yet providing public utility service.

Predecessor(s) of the Applicant which rendered public utility service in any jurisdiction other than Pennsylvania are:

None

8. **TRANSACTIONS WITH AFFILIATES:**

Identify any affiliate(s) which provide services to or receive services from the Applicant. Describe the nature of the services and how the transactions between or among affiliates will be handled.

The Parent Company has established a management company, CLEC Management, LLC, a New Hampshire limited liability company, to provide technical, managerial, financial, engineering, operational, and legal expertise to the Applicant, as needed. Attached hereto as Exhibit 2 is a list of the officers of CLEC Management. (The officers of CLEC Management are also officers of the Applicant.)

The only other affiliate relationship will be a possible use by the Applicant of fiber capacity on fiber optic lines owned by TWFFanch-one Co., a general partnership that provides cable television service in portions of Pennsylvania. Robert C. Fanch, who owns part of the Applicant, also owns indirectly a minority interest in TWFFanch-one Co. The pricing for fiber capacity of TWFFanch-one Co. to be utilized by the Applicant would be based on arms-length negotiations.

9. **APPLICANT'S PRESENT OPERATIONS:**

The Applicant is not presently doing business in Pennsylvania as a public utility.

10. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.

Simultaneously with the filing of this application, the Applicant is filing applications with the Pennsylvania Public Utility Commission to operate as an Interexchange Reseller of Toll Services and a Competitive Access Provider within the Commonwealth of Pennsylvania.

11. **PROPOSED SERVICES:** Describe the services which the Applicant proposes to offer.

The Applicant seeks authority to provide within the Commonwealth of Pennsylvania regulated local exchange service. Service will be furnished through Applicant's switch, and through unbundled network elements procured from unaffiliated Local Exchange Carriers, through resale of services of unaffiliated Local Exchange Carriers, and through fiber facilities leased from TWFanch-one Co. and other owners of fiber optic facilities. Applicant may also construct its own facilities.

12. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services.

The Applicant proposes to offer services initially in all areas of Pennsylvania served by Bell Atlantic – Pennsylvania, Inc. and GTE North, Inc.

The Applicant does not assert that it is or will be a rural telephone company.

13. **MARKET:** Describe the customer base to which the Applicant proposes to market its services.

The Applicant proposes to initially market its services to businesses and may in the future expand its customer base to include residential customers.

14. **INITIAL TARIFF:** Attach to the Application a proposed Initial Tariff setting forth the rates, rules, and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 10, above.

Applicant's proposed Illustrative Tariff is attached hereto as Exhibit 3.

15. **FINANCIAL:** Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

Mountaineer Telecommunications, L.L.C., a West Virginia limited liability company with an address of 209 Broad Street, Charleston, West Virginia 25301, is the 100% owner of the Applicant. The owners of Mountaineer Telecommunications, L.L.C. have committed to capitalize the Parent Company with \$5,000,000 in capital.

Attach to the Application a tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania.

A tentative operating balance sheet and a projected income statement for the first year of operation are attached hereto as Exhibit 4.

The name, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

Patricia Casey
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, RI 02903
Telephone: (401) 274-6383
Fax: (401) 531-6919

Karen Broach
Fibernet Telecommunications of Pennsylvania, LLC
120 Southmont Boulevard
Johnstown, PA 15905
Telephone: (814) 539-8971
Fax: (814) 535-7749

Robert J. Shanahan
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, Rhode Island 02903
Telephone: (401) 274-6383
Fax: (401) 351-6919

15. **FINANCIAL:** (cont'd)

The Applicant's accounting records and supporting documentation are, or will be, maintained at:

Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, Rhode Island 02903

Fibernet Telecommunications of Pennsylvania, LLC
120 Southmont Boulevard
Johnstown, PA 15905

16. **START DATE:**

The Applicant proposes to begin offering services on August 1, 1999 (approximate date).

17. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

None

The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing public utility service within the Commonwealth.

18. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments to the following:

Irwin A. Popowsky
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

Office of Trial Staff – 1 copy
Office of Special Assistants – 1 copy
Bureau of Consumer Services – 1 copy
Bureau of Fixed Utility Services – 1 copy

Bernard A. Ryan, Jr.
Small Business Advocate
Commerce Building
300 North Second Street
Harrisburg, PA 17101

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

19. **AFFIDAVIT:**

The Affidavit of the Applicant is attached hereto as Exhibit 5.

20. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the federal Telecommunications Act of 1996. Provide supporting facts.

Not applicable.

21. **COMPLIANCE.** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

None of the Applicant, an affiliate, a predecessor of either, nor a person identified in this Application have been convicted of a crime involving fraud or similar activity. There are, and have been, no such proceedings as described above, and a statement by the President of the Applicant as to that fact is provided in Exhibit 6 attached hereto.

22. **CONTACT FOR RESOLVING COMPLAINTS.** Provide the name, address, telephone number, and FAX number for the person and an Alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Scott Sawyer (Initial Contact)
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Suite 206
Providence, Rhode Island 02903
Telephone: (401) 274-6383
Fax: (401) 351-6919

David L. Mayer, Esq. (Alternate Person)
Attorney for
Fibernet Telecommunications of Pennsylvania, LLC
Cameron & Mittleman, LLP
56 Exchange Terrace
Providence, Rhode Island 02903
Telephone: (401) 331-5700
Fax: (401) 331-5787

23. **FALSIFICATION.** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application, or if later discovered, for revoking any authority granted pursuant to this Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

24. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant:
Fibernet Telecommunications of Pennsylvania, LLC

By: Robert J. Shanahan
Robert J. Shanahan
Title: President and Chief Operating Officer

Exhibit 1

A Good Standing Certificate issued by the Secretary of the Commonwealth is attached.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

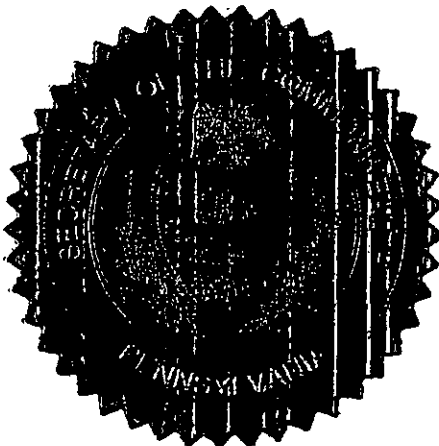
MARCH 05, 1999

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

FIBERNET TELECOMMUNICATIONS OF PENNSYLVANIA, LLC

is duly organized as a Pennsylvania Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office shown as of the date herein.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "Kim Duggan".

ACTING Secretary of the Commonwealth

SSCH

Exhibit 2

A brief description of the officers of the Company is attached.

Officers and Management

Robert C. Fanch
Chairman, Chief Executive Officer
Fibernet Telecommunications of Pennsylvania, LLC
1873 South Bellaire Street, Suite 1550
Denver, Colorado 80222

Robert J. Shanahan
President, Chief Operating Officer
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street, Suite 206
Providence, Rhode Island 02903

Theodore F. Kunkel
Executive VP Sales and Marketing
Fibernet Telecommunications of Pennsylvania, LLC
120 Ledyard Street
Hartford, Connecticut 06114

Blaine B. Patrick
Senior VP Engineering
Fibernet Telecommunications of Pennsylvania, LLC
11 Bedford Farms, Kilton Road
Bedford, New Hampshire 03110

Patricia E. Casey
Vice President Finance
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street, Suite 206
Providence, Rhode Island 02903

John Yahemiak
Vice President Operations
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street, Suite 206
Providence, Rhode Island 02903

Scott A. Sawyer
Vice President Regulatory Affairs
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street, Suite 206
Providence, Rhode Island 02903

Michael P. Smith
Vice President Service Delivery
Fibernet Telecommunications of Pennsylvania, LLC
11 Bedford Farms, Kilton Road
Bedford, New Hampshire 03110

Robert C. Fanch, Chairman and Chief Executive Officer

More than twenty nine years experience in the telecommunications industry, most recently as Chairman and CEO of Fanch Communications ("FCI"). FCI is one of the top 20 cable television MSO's in the country, owning and operating over 525,000 subscribers. Most of FCI's subscribers are owned in a joint venture with Time Warner and The Blackstone Group. FCI was formed in 1985 with 20,000 subscribers, and has grown through acquisition. Ten years prior to forming FCI, Bob Fanch co-founded Coaxial Analysts, a cable television consulting company that became one of the premier consulting firms to the industry. He was employed by ATC for three years after obtaining an MSBA-Finance degree from the University of Denver. He is a Certified Public Accountant, and has a BS-Accounting degree from Clarkson University.

Robert J. Shanahan, President and Chief Operating Officer

Fifteen years experience in management, sales, operations, finance and regulatory in telecommunications, long distance, wireless bypass, competitive access and competitive local exchange. Former Regional Vice President of Brooks Fiber and original member of the Brooks senior management team. Successfully developed a nine-city, six-state region for Brooks Fiber. Active member of a service delivery task force, OSS task force, engineering standards committee, marketing and sales compensation committee. Served as General Manager for New England for Frontier Communications, responsible for sales and operations. Also Sales Manager for MCI as well as regional manager for ACC Corp. Earned a B.S. from Marist College in 1983.

Officers and Management, continued

Theodore F. Kunkel, Executive Vice President, Sales and Marketing

More than seventeen years of experience in the telecommunications industry. Most recently Ted was Regional Vice President of Sales for Brooks Fiber, where he was responsible for the company's sales in Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut and Long Island, New York. Prior to Brooks Fiber was General Manager for Executone. Ted has also held sales positions and sales management positions with IBM/ROLM systems, with whom he was employed for nine years. Ted received an MBA from the University of New Haven in 1977 and has attended numerous IBM management courses.

Blaine B. Patrick, Senior Vice President, Engineering

Twenty eight years experience in planning, design, engineering, installation, surveillance and restoration of telecommunications infrastructure. Blaine held numerous technical and engineering management positions with New England Telephone, Nynex, and Nynex Corporate as well as competitive local exchange carriers serving the Northeast. Blaine was the Vice President of Technical Operations for XCOM Technologies prior to joining the company. Blaine holds a B.S. in Civil Engineering from New England College and has completed the University of New Hampshire Executive Development Program offered through the Whittemore School of Business and Economics.

Patricia E. Casey, Vice President, Finance

Trish has over 12 years experience in accounting and finance. Most recently, she has held the position of Finance Manager for Brooks Fiber Communications' Northeast Region. Her responsibilities included preparation and monitoring of nine city operating and capital budgets, LAN administration, monthly financial statement review, operating and capital expenditure authorization and other financial projects. Prior to her employment at Brooks Fiber Communications, Trish held the position of Director of Accounting at a Regional Health Care Organization. Trish earned a B.S. in Accounting in 1986, has been a Certified Public Accountant for nine years, and is currently a member of the A.I.C.P.A.

John J. Yahemiak, Vice President, Operations

Jack has more than 32 years of telecommunications experience, most recently holding the position of General Manager of the Portland, Maine office of Brooks/WorldCom. Prior to the General Management position, Jack was the Director of Operations for Brooks Fiber Communications' Northeast Region. Jack spent 30 years with Southern New England Telephone before coming to Brooks, holding various positions in Engineering, Operations and Customer Service.

Scott A. Sawyer, Vice President, Regulatory Affairs

Scott has extensive experience in legal and regulatory matters pertaining to competitive local exchange carriers (CLECs). Prior to joining the company, Scott established and directed the regulatory affairs department for Brooks Fiber Communications' northeast operations. Scott has represented major interexchange carriers, CLECs and public interest entities in regulatory proceedings before several state commissions and before federal agencies and state legislatures. He received an undergraduate degree in Government and Legal Studies from Bowdoin College in Maine and later earned a master's degree in Public Affairs from the Lyndon Baines Johnson School of Public Affairs at the University of Texas at Austin. He is a graduate of Northeastern University School of Law and is admitted to practice law in Rhode Island, Maine and Texas. Scott is a member of the Rhode Island Bar Association.

Officers and Management, continued

Michael P. Smith, Vice President, Service Delivery

Mike has over 25 years experience in management, operations, marketing and training in the telecommunications industry. Most recently Mike was the general manager for Mediaone Digital Telephone Services, where his responsibilities included creating and developing the switching, provisioning, and technical support organizations. Prior to Mediaone, Mike was the Executive Vice President of PowerHouse Training Consultants where he was instrumental in developing the small consulting firm into a national multimillion dollar consulting, training, and outsourcing organization. Mike spent 19 years with Nynex before going to PowerHouse, holding positions in network operations, customer service and training. Mike holds a BA degree from Northeastern University and a MBA from University of Lowell.

Exhibit 3

A proposed Illustrative Tariff setting forth the rates, rules, and regulations of the Applicant is attached.

COMPETITIVE LOCAL EXCHANGE SERVICES
of
NEVD of Pennsylvania, LLC

October __, 1998

Issued By: Robert J. Shanahan, President and COO
3 Regency Plaza
Providence, Rhode Island 02903

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Issued by: Robert J. Shanahan, President and COO
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Providence, Rhode Island 02903

APPLICATION OF TARIFF

This Tariff sets forth service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange services by Fibernet Telecommunications of Pennsylvania, LLC ("Company"), to customers within the Commonwealth of Pennsylvania.

Issued by: Robert J. Shanahan, President and COO
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Providence, Rhode Island 02903

1.0 DEFINITIONS

Certain terms used in this tariff are defined below:

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forwarding Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forwarding Don't Answer: Automatically routes incoming calls to a designated answering point when the called line is not answered after a preset number of rings.

Call Forwarding Remote: Automatically redirects all incoming calls to the called telephone number.

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the Customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the User's Station is idle or busy.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call

Issued by: Robert J. Shanahan, President and COO
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Providence, Rhode Island 02903

from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Trace: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Calling Line Identification: Displays the caller's name and telephone number from which the call is originating, before the called party answers the phone.

Commission: Commonwealth of Pennsylvania Public Utility Commission.

Company: NEVD of Pennsylvania, LLC, which is the issuer of this tariff.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within Pennsylvania, and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges for compliance with the Company's tariff regulations.

Issued by: Robert J. Shanahan, President and COO
Fibernet Telecommunications of Pennsylvania, LLC
222 Richmond Street
Providence, Rhode Island 02903

Deny Terminating: Allows customer to automatically block incoming calls from up to 10 customer preselected telephone numbers including numbers from which a customer has just received a call). Callers whose numbers have been blocked will hear a recorded message.

Distinctive Ring: Differentiates incoming calls from up to ten customer preselected telephone numbers by signaling the customer with a distinctive ringing pattern.

Holiday: Each of New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Day.

Hunting:

Sequential Hunting: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

Circular Hunting: A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the

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United States District Court for the District of Columbia in
Civil Action No. 82-0192 for the provision and administration of
communications services.

Local Calling: A completed call or telephonic communication
between a calling Station and any other Station within the local
service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange
telephone service.

Non-Recurring Charges: The one-time charges for services or
facilities, including but not limited to charges for
construction, installation, or special fees, for which the
Customer becomes liable at the time the service Order is
executed.

Off-Hook: The term "off-hook" denotes the active condition
of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a
telephone exchange service line.

Presubscription: An arrangement whereby a Customer may
select and designate to the Company an Exchange Carrier it wishes
to access, without an access code, for completing intraLATA toll
calls. The selected Exchange Carrier is referred to as the End
User's Primary Interexchange Carrier (PIC-2).

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

Remote Activation of Call Forwarding: Allows the user to
activate and/or deactivate the Call Forwarding feature from any
remote location, using a Touchtone phone.

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Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order for this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: Request for local exchange services executed by the Customer and the Company in a format specified by the Company. The request of a service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services: The Company's telecommunications services offered through resale of the services of an unaffiliated Local Exchange Carrier, through network elements of another Local Exchange Carrier leased by the Company, through the Company's own facilities, or through a combination of one or more of the above.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: Allows a Station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

2.0 GENERAL RULES AND REGULATIONS

2.1 Undertaking of Carrier

2.1.1 General

Pursuant to this tariff, the Company undertakes to provide within the Commonwealth regulated Local Calling and intraLATA

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toll services described in Section 4.0. Service will be provided initially in certain metropolitan areas and may be extended on a statewide basis. Service will be furnished (i) through resale of services of unaffiliated Local Exchange Carriers, (ii) through the Company's own facilities, (iii) through the use of network elements procured from facilities-based Local Exchange Carriers, and (iv) through a combination of the foregoing.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or 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 the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities and services the Company may resell and/or obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.2.3 The furnishing of service under this tariff is subject to the Company's negotiation, execution and implementation of resale and/or interconnection arrangements with one or more facilities-based local exchange carrier(s) in Pennsylvania, as well as to the availability to the Company of adequate services and/or facilities from such local exchange carriers.

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2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein service will be provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, or by another means deemed acceptable by the Company, on not less than 30 days' notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which would contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard to the Commonwealth's choice of laws provisions.

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2.1.3.5 Another telephone company must not interfere with any right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.3.7 The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to Section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or damages arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.3 The Company shall not be liable for any delay

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or failure of performance or equipment due to causes beyond its control, including but not limited to: Acts of God, fire, flood, hurricanes, storms, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers (including any act or omission of a carrier whose services are resold by the Company); or (b) for the acts or omissions of other common carriers or warehousemen.

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered,

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made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by, the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company, unless caused by gross negligence or willful misconduct of the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Company's service against any claim,

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loss or damage arising from Customer's use of services furnished under this tariff, including: (1) claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; (2) patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and (3) all other claims arising out of any act or omission of the Customer or others in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.4.12 The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any

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liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers.

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2.1.4.14 With respect to Emergency Number 911 Service:

(a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

(b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings,

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shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges for the main billing telephone number affected during the period covered by the directory in which the error or omission occurs, such period not to exceed one (1) year. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.16 In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company or the Exchange Carrier whose services or facilities are resold and/or utilized by the Company may release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In conjunction with busy line verification and interrupt service, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

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The Company will provide the Customer reasonable notification of service activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. However, in the case some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage or unavailability of service from carriers whose services are resold or whose facilities are utilized by the Company, notification to the Customer may not be possible.

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2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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2.1.7 Non-routine Installation. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, a Holiday and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities. Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 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.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

2.3.1.1 the payment of all applicable charges pursuant to this tariff;

2.3.1.2 reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;

2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

2.3.1.4 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of wiring, coaxial or fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.7 not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

2.3.1.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2.3.2 Claims

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

2.3.2.1 any loss, destruction or damage to property of the Company or any third party or the death of or injury to persons, including but not limited to employees or invitees of either the Company or the Customer to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this tariff and/or the agreement between the Customer and the Company; or

2.3.2.3 any claim, loss, damage, expense or liability incurred by Company as a result of any claim by a carrier whose services or facilities are resold or otherwise utilized by Company in the provision of service hereunder, if such claim is based upon a claim by such other carrier involving the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees, or upon any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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2.4 Equipment; Interconnection

2.4.1 General

A Customer may transmit or receive information or signals via the facilities furnished by the Company (including any facilities of other carriers furnished by the Company on a resale basis) or through procurement of unbundled network elements owned by other carriers.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.R.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that the Customer-provided equipment is compatible with the Company

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and/or the Local Exchange Carrier whose service and/or facilities are resold or utilized by the Company. The magnitude and character of the voltages and currents impressed on the Company provided equipment and wiring shall be such as not to cause damage to any such facilities or equipment of the Company or such facilities or equipment resold or utilized by the Company. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and/or intraLATA toll service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer,

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and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2.5 Payment Arrangements

2.5.1 Payment for Service

2.5.1.1 The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

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2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company may present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

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2.5.3 Disputed Bills

The Customer should notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

2.5.3.2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be agreed upon between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

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2.5.5.1 Applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(a) two months' charges for a service or facility which has a minimum payment period of one month; or

(b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time, as directed under the rules of the Commission. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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2.5.5.2 A deposit may be required in addition to an Advance Payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be 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.

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

2.5.6 Discontinuance of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company, and subject to rules of the Commission, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon Customer's violation of any of the other material terms or conditions for furnishing service, and subject to the rules of the Commission, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.6.3 Upon condemnation of any material portion of

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the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the Customer, immediately discontinue or suspend service without incurring any liability.

2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

(a) Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6(a) if:

(1) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or

2.5.6.6 (a) (Continued)

(2) The Customer provides false information to

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the Company regarding the Customer's identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or

(3) The Customer has been given 10 days written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed to or used, and has followed the regulations of the Commission;

(4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff or using tricks, schemes, false or invalid numbers, false credit devices, electronic devices or any other fraudulent means or devices; or

(5) Use of service in such a manner as to interfere with the service of other users; or

(6) Use of service for unlawful purposes.

(b) Immediately upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;

(c) Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5, subject to compliance with the regulations of the Commission;

2.5.6.6 (Continued)

(d) Fifteen (15) days after sending the Customer written notice of noncompliance with any provision of this tariff

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if the noncompliance is not corrected within that fifteen (15) day period, and following the regulations of the Commission.

(e) Termination of residential service shall be pursuant to Commission rules.

(f) The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of suspension or discontinuance.

(f) Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be made for the service and facilities rendered useless and inoperative by the interruption if said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service or circuit to be inoperative but declines to for considered to be impaired, but not interrupted.

For calculating credit of allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified herein and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the regulations of the Commission.

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2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or Authorized User;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; or
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements.

2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in Sections 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer. If a

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customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses incurred in connection with:

(1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

(2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus

(3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current terms.

2.8 Transfer and Assignments. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications.

2.9.1 The Customer shall designate on the service Order

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an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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3.0 SERVICE CONNECTION CHARGES

3.1 Description

3.1.1 Service Connection Charges are one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

3.1.2 Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes or rearrangements of service and/or equipment.

3.1.3 Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

3.1.4 Labor Charge: Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with customer premises visits. Charges are broken down as follows:

3.1.5 Regulated - Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (NI). This may include, but is not limited to the move of a Demarcation Point or move of the (SNI), at the customer's request.

3.1.6 Maintenance - When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the customer's side of the Demarcation Point.

3.1.7 Inside Wire Installation/Jacks - Include all wire and jacks (excluding customer premise equipment) on the customer's side of the Company's Demarcation Point. Charges apply at the customer's request and expense.

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3.2 General Regulations

3.2.1 The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 A.M. to 5:00 P.M.

If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on a Holiday, or interrupts work once begun, additional charges will apply as appropriate.

3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

3.2.3 Service connection charges do not apply to moves or changes required for the proper maintenance of service, or changes of telephone numbers for Company initiated reasons or service reasons.

3.2.4 Additional non-recurring charges may apply, as specified in each of the tariff sections. In the case of resold services, Service Connection Charges will be based upon the service connection charges that the Company is required to pay to the facilities-based carrier whose facilities are used and/or resold by the Company, and/or to the other Local Exchange Carriers from which the Company procures network elements, plus other costs incurred by the Company. In the case of services provided through the Company's own facilities, the Service Connection Charges will be as determined by the Company.

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4.0 SERVICES OFFERED; RATES

4.1 Local Exchange Service

4.1.1 Company's local telephone service will consist of (i) Local Calling services and (ii) intraLATA toll call services, either (a) through resale of such services provided by other carriers, (b) through the Company's own facilities, (c) through use of network elements procured from a Local Exchange Carrier and/or other carriers, or (d) through a combination of two or more of the foregoing.

4.1.2 Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers. The Company will comply with all rules of the Commission concerning such blockage.

4.2 General Regulations

4.2.1 Service Area: Service will be provided initially in those areas in Pennsylvania served by Bell Atlantic - Pennsylvania, Inc. and GTE North, Inc.

4.2.2 Local Calling Areas: Exchanges included in the local calling area will be as set forth in the applicable Bell Atlantic - Pennsylvania, Inc. and GTE North, Inc. tariffs.

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4.3 Local Calling Service

4.3.1 Description. Local Calling Service provides a customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas and zones included in the caller's local calling area as specified in applicable laws and regulations established by the Commonwealth of Pennsylvania, in effect and as amended.

4.3.2 Rates. The rates set forth in this section apply to all direct dialed local calls. Rates for resold service will initially be based on rates charged to the Company by the facilities-based Local Exchange Carrier whose service is resold, and will be 1% to 25% below the tariffed rates of such Local Exchange Carrier. Rates for resold service, and/or for Local Calling Service provided by the Company through its own facilities and/or through unbundled network elements procured from other Local Exchange Carriers will be filed with the Commission prior to the Company's commencement of services.

4.4. IntraLATA Toll Service

4.4.1 Description. IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within the LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this tariff.

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4.4.2 Rates. Rates for resale of intraLATA toll service of other carriers will be based upon the rates charged to the Company by the Local Exchange Carrier whose service is resold by the Company. Generally the rates charged by the Company will be 1% to 25% below the non-discounted rates charged to retail users of such service by the Local Exchange Carrier whose services are resold by the Company. Rates for resold service, and/or for intraLATA toll service provided by the Company through its own facilities and/or through unbundled network elements procured from other Local Exchange Carriers will be filed with the Commission prior to the Company's commencement of services.

4.5 Reserved.

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4.6 Emergency Services (Enhanced 911)

4.6.1 Emergency service (Enhanced 911) allows customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). These services will be provided through the facilities-based Local Exchange Carrier whose services are resold, or whose facilities are utilized, by the Company, and are subject to the availability of such services from such Local Exchange Carrier(s).

4.7 Additional Services

4.7.1 **Features.** Depending upon availability of the same from the facilities-based Local Exchange Carrier(s) whose services are resold by the Company and/or from whom the Company procures network elements, the Company will provide some or all of the following features:

- Touch-Tone
- Hunting
- Distinctive Ring
- Call Forwarding
- Call waiting
- Cancel Call Waiting
- 3-Way Calling
- Customer Callable Speed Calling
- Calling Line Identification
- Remote Activation of Call Forwarding
- Call Trace

4.7.2. **Other Services.** Depending upon the availability

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of the same from Local Exchange Carrier(s) whose services are resold by the Company and/or from which the Company procures network elements, and on the facilities constructed and/or installed by the Company, the Company may offer some or all of the following services:

DS-1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice-grade telephonic communications channels.

Other high-bandwidth and/or high speed services.

4.8. Payment Plans

The Company will offer service on a month-to-month basis. Under this plan the Customer pays month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

4.9. Rates

In the case of resold services, the rates charged by the Company⁽¹⁾ for additional services will be based upon the rates charged for such services to the Company by the facilities-based Local Exchange Carrier(s) whose service is resold by the Company and/or from which the Company procures network elements. In the case of services provided through the Company's own facilities, the rates for additional services will be determined by the Company.

⁽¹⁾Service Connection Charges also apply, as specified under Section 3.

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4.10. Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Commission will be notified 10 days in advance of such promotional offerings.

5.0 DIRECTORY LISTINGS

5.1 General Regulations

5.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

5.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

5.1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name,

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obscurities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

5.1.4 Each listing must be designated Government, Residential or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

5.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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5.2 Descriptions

5.2.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no charge other than any charge imposed upon the Company by the directory publisher.

5.2.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings will be based on the charge imposed by the directory publisher.

5.2.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance. A Nonpublished Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records.

5.2.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

5.2.5 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

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5.3 Rates

5.3.1 Monthly Recurring Charges will apply for directory listings specified in 5.2, based on the charges of the dominant local exchange carrier that publishes the directory.

6.0 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or a prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the Commission.

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Exhibit 4

A tentative opening balance sheet and a projected income statement for the first year of operation are attached.

Mountaineer Telecommunications, LLC
Balance Sheet
Unaudited
As of March 31, 1999

ASSETS

Current Assets:

Cash \$ 100,000

Total Current Assets \$ 100,000

Property, Plant and Equipment \$ -

Less: Accumulated Depreciation \$ -

Net Property, Plant and Equipment \$ -

Intangible Assets \$ -

Total Assets \$ 100,000

LIABILITIES AND MEMBERS' CAPITAL

Accounts Payable and Accrued Liabilities \$ -

Members' Capital (Deficit):

Members' Contributions \$ 100,000

Current Year (Loss) \$ -

Total Members' Capital \$ 100,000

Total Liabilities and Members' Capital \$ 100,000

Mountaineer Telecommunications, LLC

Five Year Projected Income Statement

For the Years Ending December 31, 1999, 2000, 2001, 2002 and 2003

(\$ in thousands, unless otherwise noted)

	1999E	2000E	2001E	2002E	2003E
Telecom Revenues					
Cap Revenue	\$ 377.7	\$ 1,060.5	\$ 1,705.0	\$ 2,438.8	\$ 2,926.6
Internet Revenue	25.2	180.0	352.8	525.6	630.7
Non-Recurring Local Installation Revenue	125.9	258.0	270.3	263.4	263.6
Local Revenue	657.7	5,156.5	10,106.2	14,219.8	18,177.9
Long Distance Revenue	<u>226.8</u>	<u>1,828.0</u>	<u>3,687.8</u>	<u>5,512.6</u>	<u>7,259.5</u>
Total Telecom Revenues	1,413.3	8,483.1	16,122.1	22,960.2	29,258.3
Gross Margin					
Cap Expense	\$28.2	\$81.9	\$131.9	\$212.6	\$226.2
Internet Expense	17.6	126.0	247.0	367.9	441.5
Total Local Network Expenses	297.6	1,829.4	3,437.6	4,920.4	6,317.5
Long Distance Expenses	158.8	1,279.6	2,581.4	3,858.8	5,081.7
Total Cost of Sales	<u>502.2</u>	<u>3,316.9</u>	<u>6,397.9</u>	<u>9,359.8</u>	<u>12,066.8</u>
Gross Margin	911.2	5,166.2	9,724.1	13,600.4	17,191.5
Total SG&A Expenses	<u>2,374.4</u>	<u>4,313.7</u>	<u>4,913.4</u>	<u>5,521.0</u>	<u>5,901.9</u>
Contribution Margin	(1,463.2)	852.5	4,810.8	8,079.4	11,289.6
Management Fees	<u>240.0</u>	<u>296.9</u>	<u>564.3</u>	<u>803.6</u>	<u>1,024.0</u>
EBITDA	(1,703.2)	555.6	4,246.5	7,275.8	10,265.5
Depreciation and Amortization	929.9	1,698.8	1,987.7	2,329.1	2,678.5
Net Income (Loss)	<u>(\$2,633.1)</u>	<u>(\$1,143.2)</u>	<u>\$2,258.8</u>	<u>\$4,946.7</u>	<u>\$7,587.0</u>

Exhibit 5

The Affidavit of the Applicant is attached.

AFFIDAVIT

State of Rhode Island :
: SS.
County of Providence :

Robert J. Shanahan, Affiant, being duly sworn according to law, deposes and says that:

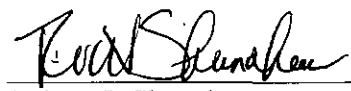
He is the President of Fibernet Telecommunications of Pennsylvania, LLC;

That he is authorized to and does make this affidavit for said company;

That Fibernet Telecommunications of Pennsylvania, LLC, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Telecommunications Act of 1996, signed February 6, 1996; or with other applicable statutes or regulations;

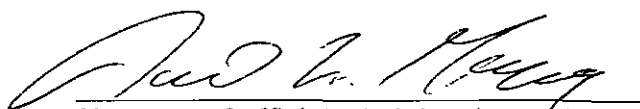
That Fibernet Telecommunications of Pennsylvania, LLC, the Applicant, herein, asserts that it possesses the requisite technical, managerial and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That the facts above set forth are true and correct to the best of his knowledge, information and belief and that he expects said company to be able to prove the same at any hearing hereof.



Robert J. Shanahan

Sworn and subscribed before me this 18th day of March, 1999.



Signature of official administering oath

My commission expires August 7, 2001
DAVID L. MAYER, Notary Public
My Commission Expires August 7, 2001

Exhibit 6

Attached is a statement by the President of the Applicant as to the resolution or present status of any of the proceedings described in the application's Item 21 "Compliance".

Statement as to the Resolution or Status of Proceedings

Robert J. Shanahan, hereby states:

That he is the President of Fibernet Telecommunications of Pennsylvania, LLC (the "Applicant");

That he is authorized to and does make this statement for said company;

That there are, and have been, no proceedings, limited to proceedings dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent.

The facts above set forth are true and correct to the best of my knowledge, information and belief.



Robert J. Shanahan
President

Certificate of Service

I hereby certify that I have this day placed in the overnight mail an original and three (3) copies of the Application for Competitive Access Provider, Application for Interexchange Reseller, and Application for Competitive Local Exchange Carrier to James McNulty, Secretary, Pennsylvania Public Utilities Commission, Corner of Commonwealth Avenue and North Street, North Office Building, Room 206, Harrisburg, Pennsylvania, and served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of §1.54 by placing one copy of the foregoing in first class U.S. mail.

Irwin A. Popowsky
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

Office of Trial Staff
Office of Special Assistants
Bureau of Consumer Services
Bureau of Fixed Utility Services

Bernard A. Ryan, Jr.
Small Business Advocate
Commerce Building
300 North Second Street
Harrisburg, PA 17101

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

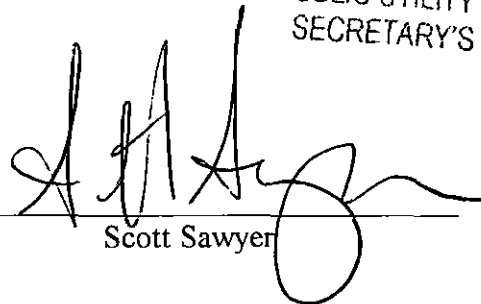
Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

RECEIVED

MAR 19 1999

Dated this 19th day of March, 1999.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Scott Sawyer

Counsel for
Fibernet Telecommunications of Pennsylvania, LLC

ORIGINAL

A-310828F002

I hereby certify that I have this day placed in the overnight mail a copy of the **Application for Competitive Local Exchange Carrier** to Jennifer Van Scoter, Bell Atlantic-PA, 1095 Avenue of the America's, Room 4043, New York, New York and to Ann Lowery, GTE North-PA 4100 N. Roxboro Road, P.O. Box 1412, Durham, North Carolina.

Dated this 19th day of May, 1999.



Scott A. Sawyer

Counsel for
Fibernet Telecommunications of Pennsylvania, LLC

055208

DOCUMENT
FOLDER

99 MAY 21 AM 8:38
RECEIVED
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA

DATE: June 7, 1999

SUBJECT: A-310828; A-310828F0002
A-310828F0003

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *ddt*

Application of Fibernet Telecommunications of PA, LLC

We attach hereto a copy of the Application of Fibernet Telecommunications of Pennsylvania, LLC., for approval to provide telecommunication services as an Interexchange Reseller (A-310828), Competitive Local Exchange Carrier (A-310828F0002), and Competitive Access Provider (A-310828F0003, to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above numbers.

The Protest period for this application expired on April 3, 1999.

Since no protests have been received within this time period, this matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

ddt

Attachment

DOCKETED
JUN 07 1999

DOCUMENT
FOLDER

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

June 7, 1999

SCOTT SAWYER, ESQUIRE
VICE PRESIDENT, REGULATORY AFFAIRS
FIBERNET TELECOMMUNICATIONS OF PA LLP
222 RICHMOND STREET
SUITE 206
PROVIDENCE RHODE ISLAND 02903

Dear Mr. Sawyer:

Please be advised that the Application of Fibernet Telecommunications of Pennsylvania, LLC., for approval to provide telecommunications services as an Interexchange Reseller (A-310828), Competitive Local Exchange Carrier (A-310828F0002), and Competitive Access Provider (A-310828F0003), to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

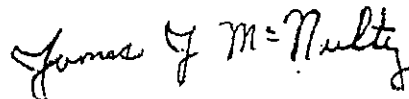
The protest period for this application expired on April 3, 1999.

Since no protests have been received within the time period, this matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Please be advised that you now have provisional authority to do business in Pennsylvania.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

cc: Monique Byrnes

DOCKETED
JUN 07 1999

**DOCUMENT
FOLDER**