

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLICABLE TO
INTEREXCHANGE TOLL RESELLER SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA
PROVIDED BY

Conversent Communications of Pennsylvania, LLC
d/b/a One Communications
5 Wall Street
Burlington, MA 01803

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This tariff has been filed with the Pennsylvania Public Utility Commission and copies are available for inspection at the Company's place of business: 5 Wall Street, Burlington, MA 01803.

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CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Fifth*	21	Original
1	Fifth*	21.1	Original
1.1	Second*	21.2	First*
2	Second	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

* Sheets included in this filing

LIST OF MODIFICATIONS

5 th Revised Title Page	Revised to indicate Supplement No. 5. Updates company address.
5 th Revised Sheet 1	Updates Check Sheet.
2 nd Revised Sheet 1.1	List of Modifications – details pages changed with this filing.
1 st Revised Sheet 21.2	Section 3.D – increases Directory Assistance rate.

TABLE OF CONTENTS

Check Sheet	1	
List of Modifications	1.1	
Application of Tariff	3	
Concurring, Connecting or Other Participating Carriers	4	
Explanation of Symbols	5	
Abbreviations	5	
Section 1 – Definition of Terms	6	
Section 2 – Rules and Regulations	8	
Section 3 – Rates	19	
Section 4 – Promotions	22	
Section 5 – Presubscribed Interexchange Long Distance (PILD) Charge	23	(N)
Section 6 – Instate Access Recovery Fee (IARF)	24	(N)

APPLICATION OF TARIFF

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

Issued: December 21, 2001

Effective: December 26, 2001

Issued By: Robert J. Shanahan, President and COO
222 Richmond Street, Suite 206
Providence, RI 02903

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

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

**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

A. SYMBOLS USED IN THIS TARIFF

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

B. ABBREVIATIONS

HITDR - Highest Interexchange Transporter Daytime Rate

HITC - Highest Interexchange Transporter Charge or Surcharge

LATA - Local Access and Transport Area

LEC - Local Exchange Company.

PUC - Public Utility Commission

SECTION 1 - DEFINITION OF TERMS

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

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

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

Carrier or Company - Refers to Conversent Communications of Pennsylvania, LLC, issuer of this tariff.

Commission - Refers to the Pennsylvania Public Utility Commission.

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

Conversent - Refers to Conversent Communications of Pennsylvania, LLC, issuer of this tariff.

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

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

LATA - Local Access and Transport Area.

LEC - Local Exchange Company.

NECA - National Exchange Carriers Association.

SECTION 1 - DEFINITION OF TERMS, CONT'D.

Personal Identification Number (PIN) - See Authorization Code.

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

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

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

SECTION 2 - RULES AND REGULATIONS

A. Description of Service

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

.1 General

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

.2 Flat Rate Outbound Service

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

A. Description of Service, Cont'd.

.3 Flat Rate Inbound Service

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

.4 NEVD Travel Card Service

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

.5 Flat Rate Dedicated Outbound Service

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

.6 Flat Rate Dedicated Inbound Service

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

B. Service Availability

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

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

C. Billing and Payment For Service

.1 Timing of Calls

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

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

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

.2 Payment for Service

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

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

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

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

.3 Establishment of Credit

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

.4 Cost of Collection

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

.5 Taxes

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

.6 Billing Disputes

- (A)** Billing disputes shall be processed by the Company or its billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64.
- (B)** Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

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

.7 Deposits

(A) Residential Customers

The Company does not collect Customer deposits.

(B) Business Customers

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

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

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

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

.8 Returned Checks

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

D. Cancellation or Termination of Service.

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

E. Liabilities of the Company

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

E. Liabilities of the Company, Cont'd.

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

F. Interconnection

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

SECTION 2 - RULES AND REGULATIONS, CONT'D.

G. Miscellaneous Rates and Charges

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

H. Other Rules

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

SECTION 3 - RATES

A. General

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

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

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

SECTION 3 - RATES, CONT'D.

B. Service Offerings

.1 Flat Rate Outbound Service

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

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

.2 Flat Rate Inbound Service

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

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

.3 Travel Card Service

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

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

* HITDR - Highest Interexchange Transporter Day Rate

** HITC - Highest Interexchange Transporter Charge or Surcharge

SECTION 3 - RATES, CONT'D.

B. Service Offerings, Cont'd.

.4 Flat Rate Dedicated Outbound Service

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

Per Minute Rate Minimum

\$0.03

Per Minute Rate

Maximum

HITDR*

.5 Flat Rate Dedicated Inbound Service

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

Per Minute Rate Minimum

\$0.03

Per Minute Rate

Maximum

HITDR*

SECTION 3 - RATES, CONT'D.

C. Miscellaneous Rates and Charges

(C)

.1 Public Pay Telephone Surcharge

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

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

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

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

	<u>Minimum</u>	<u>Maximum</u>
Rate per Call:	\$0.10	HITC**

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** HITC - Highest Interexchange Transporter Charge or Surcharge

SECTION 3 - RATES, CONT'D.

D. National Directory Assistance

The Company furnishes National Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers.

Charge for each inquiry: \$1.50

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SECTION 4 - PROMOTIONS

A. Promotional Offerings - General

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

SECTION 5 – PRESUBSCRIBED INTEREXCHANGE LONG DISTANCE (PILD) CHARGE

The Presubscribed Interexchange Long Distance (PILD) Charge is a monthly charge applicable to multi-line business, ISDN-PRI and T-1 Customers' lines or line equivalents that are presubscribed to the Company's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. The aggregate of these PILD charges will not be prorated for a partial month of service, are not subject to any discounting and do not contribute to any monthly minimums. Customers subscribed to the Company for both their interLATA and intraLATA long distance service will be subject to a single PILD charge per line.

Customers subscribed to the Company for both their interLATA and intraLATA long distance service will be subject to a single PILD charge per line.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

SECTION 6 – INSTATE ACCESS RECOVERY FEE (IARF)

A monthly service charge that is applied to Customers subscribed to the Company for long distance services associated with residential or single-line business telephone lines. This charge is intended to recover costs incurred by the Company in providing in-state long distance service over Customer's local exchange provider's network. This charge is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per single line business line	\$3.75
Per residential line	\$3.75