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VIA OVERNIGHT DELIVERY

December 18, 2000

Public Service Commission
Ms. Blanco Bayo
Division of Records & Reporting
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

991496-TP
000000-PW

Re: Notice of Consummation of Pro Forma Corporate Restructuring- In the Matter of RCN Telecom Services, Inc., and RCN Long Distance Company

Dear Ms. Bayo:

On behalf of RCN Telecom Services, Inc. ("RCN TS") and in accordance with RCN TS's RCN Long Distance Company notification of a *pro forma* corporate restructuring, this letter is to notify the Commission that the restructuring was consummated on October 1, 2000

Additionally, RCN TS hereby submits its initial tariff(s) setting forth identical rates, terms and conditions as offered by RCN Long Distance Company. The enclosed tariffs supersede the tariffs currently on file for RCN Long Distance Company.

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope provided. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Annette L. Tyson

Tariff and Compliance Analyst

Enclosures

- APP _____
- CAF _____
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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

16103 DEC 18 8

FPSC-RECORDS/REPORTING

TITLE SHEET**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by RCN Telecom Services, Inc. (RCN), with principal offices at 105 Carnegie Center, Princeton, New Jersey 08540. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission (Commission), and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: December 18, 2000

EFFECTIVE:

By:

Joseph O. Kahl
Director of Regulatory Affairs
RCN Telecom Services, Inc.
105 Carnegie Center
Princeton, New Jersey 08540

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EXPLANATION OF SYMBOLS

- (D) Delete or Discontinue
- (I) Change Resulting In An Increase To A Customer's Bill
- (M) Moved From Another Tariff Location
- (N) New
- (R) Change Resulting In A Reduction To A Customer's Bill
- (T) Change In Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
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TARIFF FORMAT, Continued

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**Authorization Code:**

A numerical code, one or more of which may be assigned to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Authorization Codes are the sole property of the Company, and no Customer shall have any property or other right or interest in the use of any particular Authorization Code.

Automatic Numbering Identification (ANI):

A type of signalling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Billed Party:

The person or entity responsible for payment of the Company's service. The Billed Party is the Customer assigned the Authorization Code used to place the call, with the following exceptions:

- (a) In the case of a calling card or credit card call, the Billed Party is the party assigned the Authorization Code for the calling card or credit card used by the Users; and
- (b) In the case of a collect or third party call, the Billed Party is the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Called Station:

The terminating point of a call.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Calling Station:

The originating point of a call.

Company:

RCN Telecom Services, Inc. (RCN).

Commission:

Florida Public Service Commission.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulations.

Customer Dialed Calling Card Call:

A Calling Card Call which does not require intervention by an attended operator position to complete.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Subscriber:

See "Customer" definition.

Universal Range:

Limitation of a Customer's ability to place calls to selected Area Codes through the placement of restrictions on a Customer's 1+ and calling card access to the network. Such limitations may be imposed by only specific request of Customers on their own lines or cards.

Telecommunications:

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signalling, metering, or any other form of intelligence.

User:

A Customer, or any person or entity which makes use of services provided to a Customer under this tariff.

Verified Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly. Account codes are verified against a predefined list of codes maintained by the Company.

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SECTION 2 - RULES AND REGULATIONS

2.1. APPLICATION OF TARIFF

- 2.1.1. This tariff contains the rates applicable to the provision of intrastate interexchange resale telecommunications services by RCN Telecom Services, Inc. (RCN) between various locations within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.2. The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services.
- 2.1.3. The rates and regulations contained in this tariff do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2. UNDERTAKING OF RCN TELECOM SERVICES, INC.

- 2.2.1. The Company undertakes to provide telecommunications services to Customers for their lawful direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. UNDERTAKING OF RCN TELECOM SERVICES, INC., Continued**

- 2.2.2. All service is subject to the availability of necessary and suitable facilities and to the provisions of this tariff. The Company or its designee may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.
- 2.2.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.4. For additional cost, and subject to availability, the Customer may use Authorization Codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.2.5. The Company shall not be responsible for any installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. UNDERTAKING OF RCN TELECOM SERVICES, INC., Continued**

2.2.6. Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company. The Company assumes no liability with respect to the operation or maintenance of such equipment.

2.3. LIMITATIONS

2.3.1. Company reserves the right to disconnect service immediately without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including rules, regulations and policies of the Federal Communications Commission.

2.3.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.3. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. USE**

- 2.4.1. Services may be used for the lawful transmission of communications by the Customer consistent with the provisions of this tariff.
- 2.4.2. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.3. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, is prohibited.
- 2.4.4. The Company's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.4.5. Customers of service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

2.5. LIABILITIES OF THE COMPANY

- 2.5.1. Except as stated in this Section 2.5, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.2. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or other labor difficulties.
- 2.5.3. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. Nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment, facilities or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. LIABILITIES OF THE COMPANY, Continued**

- 2.5.4. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.5.5. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven-hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.
- 2.5.6. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. LIABILITIES OF THE COMPANY, Continued**

- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.5.7. The Company shall not be liable for damages or adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, or the basis of any claim for damages, within thirty (30) calendar days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands. If notice of a dispute concerning the charges is not received, in writing, within thirty (30) calendar days after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer.

2.6. OBLIGATIONS OF THE CUSTOMER

- 2.6.1. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.2. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. OBLIGATIONS OF THE CUSTOMER, Continued**

- 2.6.3. The Customer will be liable for damages to the facilities of the Company caused by negligence or willful acts of any officers, employees, agents or contractors of the Customer.
- 2.6.4. The Company may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities. The Company may temporarily suspend service without liability, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.6.5. The Company may take such action as necessary to protect its operations and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations and personnel from harm. The Company will upon request twenty-four (24) hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.
- 2.6.6. The Customer is responsible for prompt payment of all charges for services rendered by the Company.
- 2.6.7. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. INTERRUPTION OF SERVICE**

Credit allowance for the interruption of service which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.5, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service for which a credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer, not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company.

For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours. The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues, according to the following credit formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.8. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and regulations, which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. PAYMENTS AND BILLING**

- 2.9.1. Service is provided and billed on a monthly (30 day) basis. Unless otherwise agreed, the minimum service period is one month (30 days). Service continues to be provided until canceled by the Customer in accordance with the provisions of this tariff.
- 2.9.2. The Customer is responsible for the payment of all charges for services furnished by the Company. Charges are based on actual usage during a month and will be billed monthly in arrears.
- 2.9.3. Bills are due and payable upon receipt and past due thirty (30) days after issuance. Past due amounts are subject to late charges which shall be assessed at a rate not to exceed eighteen percent (18%) per year.
- 2.9.4. An additional charge will be assessed for any Customer check returned as non-payable. Such charge shall not exceed twenty dollars (\$20.00) per check or five percent (5%) of the amount of the check returned.
- 2.9.5. Customer questions, complaints and disputes regarding billing or service provided by the Company may be referred to RCN's customer service department in writing at 100 Lake Street, Dallas, Pennsylvania 18612 or by telephone at 800-443-4253.

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Residential Customers may cancel service by giving notice to RCN; however, the Customer shall remain liable for charges incurred prior to such cancellation. Business Customers may cancel service upon not less than thirty (30) days' written notice to RCN unless a longer notice period is specified in an applicable service contract executed by the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION BY CUSTOMER, Continued**

2.10.2. If the Customer has ordered service requiring special facilities dedicated to the Customer's use and then cancels the order before completion of the minimum service period or some other period mutually agreed with the Customer, the Customer shall be liable for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Company.

(D)

|

(D)

2.11. INTERCONNECTION

2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is Responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications Equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION BY COMPANY**

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- 2.12.1. Service may be discontinued or temporarily suspended by the Company, without notice to the Customer, and Company may block traffic to certain cities or NXX exchanges, or may block calls using certain Authorization Codes, when the Company deems it necessary to take such action to prevent unauthorized use of its service or any use by any Customer which adversely affects the Company's service to others. The Company will restore service as soon as it can be provided without undue risk.
- 2.12.2. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due, provided that five (5) days written notice is given to Customer.
 - B. For violation of any of the provisions of this tariff or any applicable service contract, or for violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, provided that five (5) days written notice is given to Customer;
 - C. For fraudulent use of the Company's services, or for any other use of Company's services which adversely affects the Company's equipment or ability to serve others; or
 - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

Cancellation of service by the Company shall be consistent in all respects with Chapter 25-24 of the Commission's rules.

2.13. DEPOSITS

RCN does not require deposits from Customers.

2.14. TAXES

All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Customers shall be responsible for any applicable taxes.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins when the Called Station is answered (i.e. when two-way communications, sometimes referred as conversation time is possible), as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection or other methods. Timing of each call ends when either the Called or the Calling Station hangs up.
- 3.1.2. The minimum call duration for billing purposes is as specified for the subscribed service.
- 3.1.3. For billing purposes, usage is measured and rounded to the next highest billing increment as specified for subscribed services.
- 3.1.4. There is no billing for incomplete calls.

3.2. RCN LONG DISTANCE SERVICES

RCN provides switched and dedicated inbound and outbound services to business and/or residential Customers. RCN's services include MTS, WATS, 800 services and directory assistance for presubscribed Customers.

RCN also offers the RCN 25 Cent Card, which is an 800 access calling card. RCN also offers a prepaid Debit Card.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of at least ninety-five percent (95%) during peak use periods.

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SECTION 4 - RATES**4.1. RATE CALCULATIONS**

The aggregate per minute rates for each service offered by RCN are listed below, along with the increments in which those charges are billed. In cases where the billing increment is less than one minute, the charge for a call lasting less than one minute is determined by multiplying the per minute rate by a fraction, the numerator of which is the total applicable billing increment in seconds and the denominator of which is 60. However, call times are rounded up to the next highest billing increment. For example, an 18 second daytime RCN Switched Outbound Commercial Call for a single location, low volume user would be $\$0.1750 \times 18/60 = \0.0525 ; a 45 second call would be rounded up to the next highest increment (48 seconds), so the applicable charge would be $\$0.1750 \times 48/60 = \0.1400 . Applicable monthly charges, installation fees, and other requirements are set forth below.

4.2. RCN PRODUCTS AND PER MINUTE RATES**4.2.1. RCN Switched Outbound - Residential (Billed in full minute increments)**

Day/Eve/Night/Wkd - \$0.1800

4.2.2. RCN Switched Outbound - Commercial (Initial billing increment is 18 seconds; additional increments of 6 seconds)

Day/Eve/Night/Wkd - \$0.1750

Discounts available for multi-location customers.

Discounts available for volume/term commitment contracts. See Section 4.3

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SECTION 4 - RATES, Continued

4.2. RCN PRODUCTS AND PER MINUTE RATES, Continued

4.2.3. RCN Switched Inbound - Residential (Billed in full minute increments)

Day/Eve/Night/Wkd - \$0.1850

\$4.00 per month fee.

One time \$10.00 installation fee.

4.2.4. RCN Switched Inbound - Commercial (Initial billing increment is 18 seconds; additional increments of 6 seconds)

Day/Eve/Night/Wkd - \$0.1850

\$5.00 per month minimum charge.

Discounts available for multi-location customers.

Discounts available for volume/term commitment contracts.

See Section 4.3.

4.2.5. RCN Dedicated Outbound - Commercial (Initial billing increment is 18 seconds; additional increments of 6 seconds)

Day/Eve/Night/Wkd - \$0.1000

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SECTION 4 - RATES, Continued**4.2. RCN PRODUCTS AND PER MINUTE RATES, Continued**

Dedicated access circuits may be provided and billed by the local exchange company (LEC). Dedicated access channels may be purchased from carriers other than the LEC only in accordance with Commission Rules or if the special access channel is jurisdictionally interstate. Charges for the dedicated access channel are determined by the access provider and RCN reserves the right to pass such charges through to customer.

Discounts available for multi-location customers.

Discounts available for volume/term commitment contracts.

Minimum contract term of 1 year.

See Section 4.3.

4.2.6. RCN Dedicated Inbound - Commercial (Initial billing increment is 18 seconds; additional increments of 6 seconds)

Day/Eve/Night/Wkd - \$0.1100

Dedicated access circuits may be provided and billed by the local exchange company (LEC). Dedicated access channels may be purchased from carriers other than the LEC only in accordance with Commission Rules or if the special access channel is jurisdictionally interstate. Charges for the dedicated access channel are determined by the access provider and RCN reserves the right to pass such charges through to customer.

Discounts available for multi-location customers.

Discounts available for volume/term commitment contracts.

Minimum contract term of 1 year.

See Section 4.3.

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SECTION 4 - RATES, Continued

4.2. RCN PRODUCTS AND PER MINUTE RATES, Continued

- 4.2.7. RCN \$.25 Card (No surcharge. Initial billing increment is 18 seconds; additional billing increments of 6 seconds)

Day/Eve/Night/Wkd - \$0.2500

- 4.2.8. EZ Call Debit Card (Billed in full minute increments; no surcharge; card balance may be replenished by credit card)

Day/Eve/Night/Wkd - \$0.4000

- 4.2.9. Directory Assistance Surcharge - Residential

Day/Eve/Night/Wkd - \$1.0400

- 4.2.10. Directory Assistance Surcharge - Commercial

Day/Eve/Night/Wkd - \$0.9600

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SECTION 4 - RATES, Continued

4.3. DISCOUNT SCHEDULES

4.3.1. VOLUME/TERM COMMITMENT CONTRACTS

The following discount schedule applies to customers contracted with Volume/Term commitments:

Monthly <u>Dollar Volume</u>	<u>Term Commitment</u>	<u>Discount</u>
Less than \$1,500	1 year	5.0%
Less than \$1,500	2 year	7.5%
Greater than \$1,500	1 year	7.5%
Greater than \$1,500	2 year	10.0%

4.3.2. MULTI-FACILITY CONTRACTS

The following discounted product schedule applies to customers with multiple service locations:

RCN Switched Outbound - Commercial	Discount - 17.7%
RCN Switched Inbound - Commercial	Discount - 22.0%
RCN Dedicated Outbound - Commercial	Discount - 20.0%
RCN Dedicated Inbound - Commercial	Discount - 14.5%
Directory Assistance - Commercial	Discount - 25.7%

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SECTION 4 - RATES, Continued**4.3. DISCOUNT SCHEDULES, Continued****4.3.3. DISCOUNTS FOR HANDICAPPED CUSTOMERS**

- A. Discounts for Hearing Impaired Customers -- Rates for intrastate toll message calls involving use of a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.
- B. Directory Assistance Charges for Handicapped Persons -- Pursuant to Florida Public Service Commission Rules and regulations RCN will not charge for the first 50 directory assistance calls made each month by a handicapped Customer who is unable to use the published directory.
- C. Operation of Telecommunications Relay Service -- For intrastate toll calls received from the Telecommunications Relay Service, each RCN-billed relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted by 60 percent of the applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4 - RATES, Continued**4.4. CUSTOMIZED SERVICE PACKAGES**

Customized service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the rates, terms and conditions for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

4.5. PROMOTIONS

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the rates will not exceed those specified herein. These promotions will be approved by the Commission with specific starting and ending dates and under no circumstances run for longer than ninety (90) days in any twelve (12) month period.

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