

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

TYSONS CORNER

8000 TOWERS CRESCENT DRIVE

SUITE 1200

VIENNA, VIRGINIA 22182

(703) 918-2300

FACSIMILE

(703) 918-2450

www.kelleydrye.com

DIRECT LINE (703) 918-2380

E-MAIL: aedmonds@kelleydrye.com

NEW YORK, NY
WASHINGTON, DC
LOS ANGELES, CA
CHICAGO, IL
STAMFORD, CT
PARSIPPANY, NJ

BRUSSELS, BELGIUM

HONG KONG

AFFILIATE OFFICES
BANGKOK, THAILAND
JAKARTA, INDONESIA
MANILA, THE PHILIPPINES
MUMBAI, INDIA
TOKYO, JAPAN

September 21, 2001

011217-TI

VIA FEDERAL EXPRESS

Ms. Bianca Bayo
Director
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application of Dominion Telecom, Inc. for Authority to Provide
Intrastate Interexchange Telecommunications Services

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission, please find an original and six (6) copies of Dominion Telecom, Inc.'s ("Dominion") application to provide intrastate interexchange services. Also enclosed is a check in the amount of \$250.00 to cover the requisite filing fee.

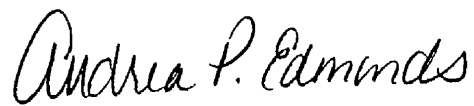
Please note that Dominion's First Quarter 2001 financial statements are being submitted under cover. Due to the proprietary nature of these documents, Dominion submits this information under seal and respectfully requests that the Commission accord the documents confidential treatment and not release them to the public. If there is anything further that should be done to protect the confidentiality of the financial statements, please let me know as soon as possible. I may be reached at (703) 918-2380.

Finally, enclosed are a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate and return it in the envelope provided.

VIA FEDERAL EXPRESS
Ms. Bianca Bayo
Director
September 21, 2001
Page Two

Please do not hesitate to call me if you have any questions.

Respectfully submitted,


Andrea P. Edmonds

APE:ade

Enclosures

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VIA FEDERAL EXPRESS
Ms. Bianca Bayo
Director
September 21, 2001
Page Two

Please do not hesitate to call me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink that reads "Andrea P. Edmonds". The signature is written in a cursive style with a large initial 'A'.

Andrea P. Edmonds

APE:ade

Enclosures

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- B. Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shuman Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- E. If you have questions about completing the form, contact:

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shuman Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

FORM PSC/CMU 31 (6/98)

Required by Commission Rule Nos. 25.24-470, 25-24.471, and 25.24.473.

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate:
Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:
Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Dominion Telecom, Inc.

3. Name under which applicant will do business (fictitious name, etc.):

Dominion Telecom, Inc.

4. Office mailing address (including street name & number, post office box, city, state, zip code).

701 East Cary Street, 9th Floor, One James River Plaza
Richmond, Virginia 23219

5. Florida address (including street name & number, post office box, city, state, zip code).

Registered Agent Address: CT Corporation System
1200 South Pine Island Road
Plantation, Florida 33324

6. Select type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carriers. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** – any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | | | |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Individual | <input checked="" type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Foreign Corporation | <input type="checkbox"/> | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Other _____ | | |

8. **If individual**, provide:

Name: **Not applicable.** _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

- (a) The Florida Secretary of State Corporate
Registration number: **Not applicable.** _____

10. **If foreign corporation**, provide proof of authority
to operate in Florida:

- (a) The Florida Secretary of State Corporate
Registration number: **F01000002797** _____

11. **If using fictitious name-d/b/a**, provide proof of compliance with
fictitious name statute (Chapter 865.09. FS) to operate in Florida:

- (a) The Florida Secretary of State fictitious
name registration number: **Not applicable.** _____

12. **If a limited liability partnership**, provide proof of registration
to operate in Florida:

- (a) The Florida Secretary of State
registration number: **Not applicable.** _____

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: **Not applicable.** _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.0169, FS), if applicable.

(a) The Florida registration number: **Not applicable.** _____

15. Provide **F.E.I. Number** (if applicable) : **54-1861675**

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services? (**X**) Yes () No

(b) If not, who will bill for your services?

Name: **Not applicable.** _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) How is this information provided?

Invoices will be provided directly to customers either electronically or via the U.S. mail.

17. Who will receive the bills for your service?
 Residential Customers Business Customers
 PAT's providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities
 Other: (specify) local and interexchange carriers, data, applications and internet service providers.

18. Who will serve as liaison to the Commission with regard to the following?

- (a) The application;

Name: Andrea Pruitt Edmonds

Title: Associate

Address: Kelley Drye & Warren llp, 8000 Towers Crescent Drive, Suite 1200

City/State/Zip: Vienna, Virginia 22182

Telephone No.: (703) 918-2380 Fax No.: (703) 918-2450

Internet E-Mail Address: aedmonds@kelleydrye.com

Internet Website Address: www.kelleydrye.com

- (b) Official point of contact for the ongoing operations of the company:

Name: David Fellowes and John Sharer

Title: Vice President and Managing Counsel, respectively

Address: 701 East Cary Street, 9th Floor, One James River Plaza

City/State/Zip: Richmond, Virginia 23219

Telephone No.: (804) 775-5000 Fax No.: (804) 775-5588

Internet E-Mail Address: David Fellowes@dom.com;

John Sharer@dom.com

Internet Website Address www.dominiontel.com

- (c) Complaints/Inquiries from customers:

Name: Customer Service Analyst

Title: _____

Address: 701 East Cary Street, 9th Floor, One James River Plaza

City/State/Zip: Richmond, Virginia 23219

Telephone No.: (866) 587-1696 Fax No.: (804) 775-5588

Internet E-Mail Address: Not applicable

Internet Website Address: www.dominiontel.com

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.

Virginia. _____

- (b) has applications pending to be certificated as an interexchange telecommunications company.

Dominion has applications to provide interexchange services pending in Indiana (facilities-based), Pennsylvania and Michigan. Dominion intends to file applications to provide such services in several other states in the East and Midwest. _____

- (c) is certificated to operate as an interexchange telecommunications company.

Virginia, Ohio, New York and Indiana (resale). _____

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None. _____

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None. _____

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None. _____

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No. _____

- (b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

No. _____

21. The applicant will provide the following interexchange carrier services (Check all that apply):

- a. **MTS with distance sensitive per minute rates**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- b. **MTS with route specific rates per minute**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

- c. **MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800
- d. **MTS for pay telephone service providers**
- e. **Block-of-time calling plan (Reach out Florida, Ring America, etc.).**
- f. **800 Service (Toll free)**
- g. **WATS type service (Bulk or volume discount)**
 Method of access is via dedicated facilities
 Method of access is via switched facilities
- h. **Private Line services (Channel Services)**
(For ex. 1.544 mbs., DS-3, etc.)
- i. **Travel Service**
 Method of access is 950
 Method of access is 800
- j. **900 service**
- k. **Operator Services**
 Available to presubscribed customers
 Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals).
 Available to inmates
- l. **Services included are:**
 Station assistance
 Person-to-person assistance
 Directory assistance
 Operator verify and interrupt
 Conference Calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

A copy of Dominion's proposed tariff is attached hereto as *Exhibit C*.

23. Submit the following:

A. **Managerial capability**; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. *See Exhibit A.*

B. **Technical capability**; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. *See Exhibit A.*

C. **Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements must be signed by the applicant's chief executive officers and chief financial officer affirming that the financial statements are true and correct and must include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. *See Exhibit B.*
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service. *See Exhibit B.*
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations. *See Exhibit B.*

As a privately held company, Dominion has determined that it is not appropriate to release its most recent financial statements to the public. Accordingly, Dominion submits its financial statements for 2001 under seal and respectfully requests that the Commission accord them confidential treatment and not release them to the public. Statements for calendar year 1999 and 2000 have been released to the public as part of an offering memorandum on file with the Securities Exchange Commission and are appended to this Application as *Exhibit B.*

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

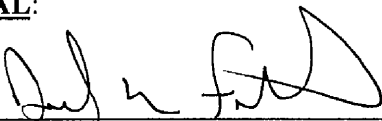
1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of the gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.

2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.

4. **APPLICATION FEE:** I understand that a non-refundable application fee of **\$250.00** must be submitted with the application.

UTILITY OFFICIAL:



Signature

9/18/01

Date

Vice President – Marketing, Business and
Product Development

Title

(804) 775-5000

Telephone No.

Address: 701 East Cary Street, 9th Floor
One James River Plaza
Richmond, Virginia 23219

(804) 775-5588

Fax No.

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):


- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits, and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

At this time, Dominion does not collect deposits or advance payments from retail customers. Dominion, however, may collect advance payments from retail customers in the future and, therefore, seeks waiver of the Commission's surety bond requirement. A petition requesting waiver of the surety bond requirement is attached hereto as *Exhibit D*.

UTILITY OFFICIAL:

David M. Fellowes
Print Name


Signature

Vice President -- Marketing, Business and Product Development
Title

9/19/01
Date

(804) 775-5000
Telephone No.

(804) 775-5588
Fax No.

Address: 701 Cary Street, 9th Floor
One James River Plaza
Richmond, Virginia 23219

THIS PAGE MUST BE COMPLETED AND SIGNED


AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial capability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

David M. Fellowes
Print Name


Signature

Vice President – Marketing, Business and Product Development
Title

9/19/01
Date

(804) 775-5000
Telephone No.

(804) 775-5588
Fax No.

Address: 701 East Cary Street, 9th Floor
One James River Plaza
Richmond, Virginia 23219

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (X) previously provided intrastate telecommunications services in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?


Not applicable.

b) If the services are not currently offered, when were they discontinued?

Not applicable.

UTILITY OFFICIAL:

David M. Fellowes _____
Print Name



Signature

V.P. – Marketing, Business and Product Development
Title

9/18/01

Date

(804) 775-5000 _____
Telephone No.

(804) 775-5588 _____
Fax No.

Address: 701 Cary Street, 9th Floor
One James River Plaza
Richmond, Virginia 23219

NOT APPLICABLE

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of (Name of Company)

_____ and current holder of Florida Public Service Commission Certificate # _____

_____, have reviewed this application and join in the petitioner's request for a

transfer

assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Print Name

Signature

Title

Date

Telephone No.

Fax No.

Address: _____

EXHIBIT A

MANAGERIAL AND TECHNICAL EXPERTISE

The following is a list of Dominion's management team, including its officers and directors:

Edgar M. Roach – Director and Chief Executive Officer. Mr. Roach was named Chief Executive Officer of Dominion's Delivery business in January 2000 upon completion of the merger with CNG and Director and Chief Executive Officer of Dominion Telecom, Inc. ("DTI") in April 2000. Since 1994 he has held several key executive positions within Dominion.

Robert E. Rigsby – Director and Chief Operating Officer. Mr. Rigsby was appointed President and Chief Operating Officer of Dominion's Delivery business in January 2000 upon completion of the merger with CNG and Director, President and Chief Operating Officer of DTI in April 2000. Prior to this appointment, he has held a number of key executive and management positions with Dominion subsidiaries. Mr. Rigsby also holds the position of Executive Vice President for Dominion.

Thomas N. Chewning – Director. Mr. Chewning has served as one of DTI's directors since April 2000. Mr. Chewning was elected executive vice president and chief financial officer of Dominion, effective May 1999. He formerly served as president and chief executive officer of Dominion Energy and executive vice president of Dominion. Since 1987, Mr. Chewning has held a number of executive positions within Dominion.

G. Scott Hetzer – Director and Senior Vice President and Treasurer. Mr. Hetzer was elected Senior Vice President and Treasurer of Dominion in May 1999. He formerly served as Vice President and Treasurer of Dominion since October 1997. Prior to joining Dominion, Mr. Hetzer held executive positions at Wheat First Butcher Singer, a full service investment banking firm headquartered in Richmond and NationsBank in the investment banking group.

Gregg T. Kamper – Senior Vice President and General Manager. Mr. Kamper has been Senior Vice President and General Manager of DTI since May 1997 and has more than 13 years of experience in the telecommunications and information services industry. Before joining DTI, he served as Director of Strategic Marketing for Citizens Communications where he was responsible for new product planning, customer market research, advertising and promotions. Prior to that, Mr. Kamper held a number of management positions for GTE in finance, marketing and strategic planning. Mr. Kamper is responsible for oversight of all management activities at DTI.

Charles Vassallo – Vice President, Strategy, Finance and Support Services. Mr. Vassallo has served as Vice President of Strategy, Financial Planning and Analysis, and Support Systems since August 2000 and has more than 15 years of experience in the telecommunications and information services industry. Prior to joining Dominion/Dominion Virginia Power in February 1997 as Director of Financial and Business Services and later leading the SAP implementation for the CNG merger, he held a number of management positions at GTE. While employed at GTE, Mr. Vassallo was responsible for business and investment planning. Prior to that, he held various management positions spanning over eight years with several communications companies. Mr. Vassallo is responsible for the financial report and controls of DTI.

David M. Fellowes – Vice President, Marketing, Business and Product Development. Mr. Fellowes has served as Vice President, Marketing, Business and Product Development since January 2001 and held other key leadership positions in sales, business development and planning since developing the company's original business plan in 1996 and directing related start-up activities. He has more than 14 years of telecommunications business, sales and technical experience. Prior to joining DTI, he held several management positions with Dominion/Dominion Virginia Power where he was responsible for strategic planning, project management, design and engineering activities for the utilities' extensive telecommunications network. Mr. Fellowes is responsible for the development and execution of all of DTI's marketing, business and product development efforts.

Patricia McIntyre – Vice President, Sales and Customer Development. Ms. McIntyre joined DTI in March 2001 and has more than 20 years of telecommunications sales, marketing and operations experience. Prior to joining DTI, she held various leadership positions within AT&T, including sales, product management, segment marketing and strategy customer care. In addition, Ms. McIntyre was a sales leader at AT&T Paradyne and an Assistance Vice President of Communications at Oppenheimer and Company, Incorporated. Ms. McIntyre is responsible for sales and customer development for DTI.

Mike W. Lanier - Director, Network Engineering and Construction. Mr. Lanier joined DTI in February 2000 and has more than 16 years of telecommunications technical experience. Prior to joining DTI, he was Director of Telecommunications Engineering and Operations at Dominion/Dominion Virginia Power where he was responsible for introducing and implementing the latest telecommunications technologies within the utilities' extensive fiber optic based infrastructure. Mr. Lanier is responsible for the planning, construction and on-going maintenance of DTI's fiber optic network.

James E. Miller – Director, Network Operations and Maintenance. Mr. Miller joined DTI in February 2001 and has more than 17 years of telecommunications operations experience. Prior to joining DTI, he held several leadership positions with Williams Communications, WorldCom and the U.S. Army Special Forces. Mr. Miller is responsible for the operations and maintenance of DTI's fiber optic network, including its network operations center.

EXHIBIT B

FINANCIAL DOCUMENTS

**Balance Sheets, Statement of Operations and
Statement of Cash Flows for 1999 & 2000.**

Financial Capability

1. Dominion Telecom, Inc. ("Dominion") possesses the financial capability to:
(a) provide the services for which authority is requested; (b) maintain the services requested; and (c) meet its lease and financial obligations. Attached hereto are Dominion's year-end 1999 and 2000 financial statements (2001 statements are being submitted under seal with a request for confidential treatment). As these statements demonstrate, Dominion has access to ample capital to compete effectively in the market for facilities-based interexchange services in Florida. For the fiscal year 2000, Dominion had revenues of \$6.7 million. Further, in March 2001, a transaction with a group of private financial investors, along with private debt placement, will contribute approximately \$516 million in cash to Dominion's telecommunications operations. Accordingly, Dominion is a robust and healthy company, possessing sufficient resources to ensure Dominion's continued operations in Florida.
2. Dominion has the requisite financial ability to maintain the requested services. As noted above, the attached financial statements indicate that Dominion has sufficient resources to develop and maintain the proposed services in Florida.
3. The attached financial statements exhibit Dominion's ability to provide interexchange services. Dominion does will invest in its own fiber optic cable network and other facilities within the state. As the attached financial statements indicate, Dominion is fully capable of financing its infrastructure expansion in Florida.

DOMINION TELECOM, INC
BALANCE SHEET

December 31,
1999 2000
(Dollars in thousands)

ASSETS

Current assets:

Cash and cash equivalents	\$ 773	\$ 12,358
Customer accounts receivable, net.....	1,183	1,704
Receivables from affiliates	1,605	--
Materials and supplies at average cost.....	571	326
Taxes receivable from parent.....	249	760
Total current assets	4,381	15,148

Investments	222	240
--------------------------	-----	-----

Intangible assets, net	--	95
-------------------------------------	----	----

Deferred tax asset	94	146
---------------------------------	----	-----

Property, plant and equipment, net	10,643	105,407
---	--------	---------

TOTAL ASSETS	\$ 15,340	\$121,036
---------------------------	------------------	------------------

LIABILITIES & SHAREHOLDER'S EQUITY

Current liabilities:

Accounts payable, trade	\$ 243	\$ 12,191
Accounts payable, affiliates	--	11,008
Due to banks	--	12,690
Other accrued liabilities	--	253
Total current liabilities	243	36,142

Borrowings from affiliates	1,744	56,179
---	-------	--------

Deferred revenues & other non-current liabilities:

Obligation under capital lease.....	2,801	2,778
Deferred revenue.....	387	374
Total deferred revenues & other non-current liabilities	3,188	3,152

Commitments and contingencies

Shareholder's equity:

Common stock, no par (authorized 1,000; issued and outstanding 42 at December 31, 1999 and 158 at December 31, 2000).....	3,816	19,187
Paid-in capital	7,706	9,219
Accumulated deficit	(1,357)	(2,843)
Total shareholder's equity	10,165	25,563
TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	\$ 15,340	\$121,036

DOMINION TELECOM, INC
STATEMENT OF OPERATIONS

	Years ended	
	December 31,	
	<u>1999</u>	<u>2000</u>
	(Dollars in thousands)	
Revenues	\$3,688	\$6,684
Operating expenses:		
Network operating costs, sales, general and administrative	2,902	7,842
Depreciation and amortization	614	890
Taxes other than income taxes	48	115
Total operating expenses	<u>3,564</u>	<u>8,847</u>
Income (loss) from operations	124	(2,163)
Earnings from equity investments	53	18
Interest expense, net	196	--
Loss before income taxes	(19)	(2,145)
Income tax benefit	4	659
Net loss	<u>\$ (15)</u>	<u>\$(1,486)</u>

DOMINION TELECOM, INC
STATEMENT OF CASH FLOWS

	Years ended	
	December 31,	
	1999	2000
	(Dollars in thousands)	
OPERATING ACTIVITIES		
Net loss.....	\$ (15)	\$ (1,486)
Adjustments to reconcile net loss to net		
Cash provided by (used in) operating activities:		
Depreciation and amortization.....	614	890
Deferred income taxes	56	37
Change in assets & liabilities:		
(Increase)/decrease in accounts and other receivables.....	(3,879)	1,084
(Increase)/decrease in materials & supplies.....	(148)	245
Due to banks	--	12,690
Accounts payable, affiliates	--	11,008
Accounts payable, trade	(306)	11,948
Interest & taxes accrued.....	132	(511)
Other	654	26
Cash flows provided by (used in) operating activities	(2,892)	35,931
FINANCING ACTIVITIES		
Borrowings from affiliates.....	--	54,435
Repayments of capital lease and note	--	(17)
Issuance of common stock	3,116	15,371
Contribution from parent	3,981	1,513
Cash flows provided by financing activities	7,097	71,302
INVESTING ACTIVITIES		
Purchase of intangible.....	--	(100)
Capital expenditures.....	(4,068)	(95,548)
Cash flows used in investing activities	(4,068)	(95,648)
Increase n Cash and Cash Equivalents.....	137	11,585
Cash and Cash Equivalents, beginning of year	636	773
Cash and Cash Equivalents, end of year	\$ 773	\$ 12,358
Supplemental Cash Flow Information		
Cash paid during period:		
Interest.....	579	863
Income taxes	236	186

EXHIBIT C

INTEREXCHANGE TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Dominion Telecom, Inc., with Principal offices at 701 East Cary Street, Ninth Floor, One James River Plaza, Richmond, Virginia 23219. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

All sheets of this tariff are effective as of the date shown. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	34	Original		
1	Original	35	Original		
2	Original	36	Original		
3	Original	37	Original		
4	Original	38	Original		
5	Original	39	Original		
6	Original	40	Original		
7	Original	41	Original		
8	Original	42	Original		
9	Original	43	Original		
10	Original	44	Original		
11	Original	45	Original		
12	Original	46	Original		
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	Original				
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				
33	Original				

* Indicates new or revised sheet.

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TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the Sheet. 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.
- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)
- D. Check Sheets- When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 the check sheet if these are the only changes made to it (*i.e.* the format, etc. remains the same, just revised revision levels on some sheets). 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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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below.

- D** Delete or Discontinue
- I** Charge 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** Charge in Text or Regulation, But No Change in Rate or Charge.

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State of Florida. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a interexchange telephone company or other common carrier for use in accessing the services of Carrier.

The Customer is entitled to limit the use of Carrier's services by Users of the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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1.0 **TECHNICAL, TERMS AND ABBREVIATIONS**

For purposes of this tariff, the following definitions will apply.

Access Line: An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment: Part or all of a payment required before the start of service.

Authorization Code: A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Basic Service Company service in which both end-points of the channel are served by the Company's network.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Carrier or Company: Refers to Dominion Telecom, Inc., the issuer of this tariff.

Commission: Refers to the Florida Public Service Commission, unless otherwise indicated.

Common Carrier: A company or entity providing telecommunications services to the public.

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1.0 DEFINITIONS (Cont'd)

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

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

Day: From 8:00 A.M. to, but not including, 5:00 P.M. Monday through Friday.

Dedicated Access – Connection between two points through a dedicated line.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

Evening: From 5:00 P.M. to, but not including, 11:00 P.M. Monday through Friday.

Extended Service: An exchange service available to customers in a particular exchange area for communication throughout that exchange area and other designated areas in accordance with the provisions of the exchange tariffs.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Gbps – Gigabits per second, denotes billions bits per second.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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1.0 **DEFINITIONS (Cont'd)**

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by Carrier and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Local Access and Transport Area (LATA): The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Loop Start: Describes the signaling between the terminal equipment or PBX/key system interface and the switch. It is the signal requesting service.

Mbps: Megabits, denotes millions of bits per second.

Measured Charge: A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Multi-Vendor Service - .Service provided in which one end-point of the transmission channel is served by one or more third party.

Night/Weekend: From 11:00 P.M. to, but not including 8:00 A.M. Monday through Friday, all Day Saturday and all Day Sunday.

NOC: Not Offered Currently.

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1.0 **DEFINITIONS (Cont'd)**

Optical Carrier, Level 3 (OC-3)– The equivalent of 155.52 million bits per second.

Optical Carrier, Level 3 (OC-3)– The equivalent of 155.52 million bits per second.

Optical Carrier, Level 12 (OC-12)– The equivalent of 622.08 million bits per second.

Optical Carrier, Level 48 (OC-48)– The equivalent of 2.488 thousand million bits per second.

Optical Carrier, Level 192 (OC-192)– The equivalent of 9.952 thousand million bits per second.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. Each port is equipped with a Terminal Interface.

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

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, and is on or after the date the Customer requests that the service be delivered, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

Station: Allows a station line user to add, change or delete telephone numbers from a list. The list is dedicated to the individual station line user.

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1.0 DEFINITIONS (Cont'd)

Subscriber/Customer: The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

System: Allows shared use of a speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Terminal Interface: The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the access line ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User: The person(s) utilizing Carrier's services.

Wavelength Services – Leased dark fiber with speeds between 2.5 to 10 Gigabits per second.

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2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate facilities-based and resale interexchange access telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions to customers between points within the State of Florida.

Customers and users 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 hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The services offered under this tariff are available only to the extent that services and facilities are available. Other services are offered by the Company under other tariffs or, in the case of unregulated services, under contract.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1. 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 the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority granted by the Commission.

2.1.2.2. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- 2.1.3.1. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- 2.1.3.2. The Company offers interexchange telecommunications services throughout the State of Florida.
- 2.1.3.3. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the tariff or other approved rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.4. Except as otherwise stated in the tariff, 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 thirty (30) days written notice. Any termination shall not relieve the 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.
- 2.1.3.5. Service may be terminated with written notice to the Customer if:
 - 2.1.3.5.a. the Customer is using the service in violation of this tariff; or
 - 2.1.3.5.b. Customer is using the service in violation of the law.
- 2.1.3.6. This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.7. Customer Service Inquiries. The Company will comply with the Commission's rules regarding customer service inquiries and complaints. The Company will provide Customers a toll-free Customer Service number.

2.1.3.8. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All such offerings shall be consistent with the rates and conditions specified herein, or shall require approval of the Commission.

2.1.4 Liabilities of the Company

2.1.4.1. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control resulting from failures of power service, climate control, fire, explosion, water, storm, force majeure, or other catastrophe. The company shall make reasonable provisions to minimize the effects of service outages to the extent it owns the affected equipment.

2.1.4.2. Except as otherwise stated in this section, the liability of the Company for any damages of any kind or nature arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.

2.1.4.3. Except as specified in this tariff, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liabilities of the Company (Cont'd)

2.1.4.4. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.4.5. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

2.1.4.5.a. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

2.1.4.5.b. Any unlawful or unauthorized use of the Company's services;

2.1.4.5.c. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided services;

2.1.4.5.d. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any Carrier or the installation or removal thereof;

2.1.4.5.e. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any Carrier;

2.1.4.5.f. Failure of Customer to comply with the requirements of Section 2.3.1.

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liabilities of the Company (Cont'd)

2.1.4.5.g. Any noncompletion of calls due to network busy conditions; and

2.1.4.5.h. Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

2.1.4.6. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.1.4.7. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.8. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.4.9. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any Commission agency, board, court, 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, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

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2.0 REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting 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 preventative maintenance. Generally, such activities are not specific to an individual Customer but may 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 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, holidays, and/or night hours, additional charges may apply.

2.1.7 Availability of Services

2.1.7.1. 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 the tariffs of the Company.

2.1.7.2. The Company and Customer shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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2.0 REGULATIONS (Cont'd)

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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity at the same location if the existing Customer has paid all charges owed to the Company. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

- 2.3.1.1. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for assuring that Users comply with tariff regulations.
- 2.3.1.2. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to Users.
- 2.3.1.3. The Customer is also responsible for the payment of all applicable charges pursuant to this tariff.
- 2.3.1.4. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

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2.0 REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Liability of the Customer

- 2.3.2.1. The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

- 2.3.2.2. The Customer shall be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

- 2.3.2.3. To the extent caused by any negligent or intentional act of the Customer, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for the interruption of, interference to, or other defect in any service provided by the Company to such third party.

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2.0 REGULATIONS (Cont'd)

2.4 Customer Deposits and Advance Payments

2.4.1 Advance Payments

To safeguard its interests, the Company may require Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's estimated charges for the service or facilities. In addition, 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 set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.0 REGULATIONS (Cont'd)

2.4 Customer Deposits and Advance Payments (Cont'd)

2.4.2 Deposits

- 2.4.2.1. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. 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 one month's estimated charges for a services or facility which has a minimum payment period of one month; or 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.
- 2.4.2.2. A deposit may be required in addition to an advance payment.
- 2.4.2.3. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding (12) twelve months. The Company will follow the Commission's rules and procedures regarding refunds of deposits.
- 2.4.2.4. Upon discontinuance of service, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- 2.4.2.5. Deposits held will accrue interest at a rate calculated in conformance with applicable law.

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Company will comply with all applicable Billing and Termination Rules.

Customer shall pay monthly in advance, a monthly charge equal to the rate set forth in the Service Description or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month. When service does not begin on the first day of the month, or end on the last day of the month, 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 thirty (30) days.

The Customer is responsible for the payment of all charges for services furnished by the Company to the Customer. Customer must notify company of any errors or discrepancies in the billing statement within thirty (30) days of the date the billing statement was mailed to the Customer. The Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice.

Taxes. The Customer is responsible for the payment of federal excise taxes, state and local sales and use, excise or privilege taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

2.5.2.1. Non-recurring Charges. The non-recurring charges contained in the Service Description are due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month. Non-recurring charges not included with installation charges billed to the Customer shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

Customer shall be responsible for paying all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- 2.5.2.2. Recurring Charges: The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided. Recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- 2.5.2.3. Billing of the Customer by the Company will begin on the Service Commencement Date and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.4. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the highest percentage allowable by the Commission per month, for bills not paid within thirty (30) days of mailing of the invoice, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination.
- 2.5.2.5. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.
- 2.5.2.6. The Customer should notify the Company in writing of any disputed items on an invoice within thirty (30) days of the date of mailing of the invoice, and must pay any portion of the bill that is not in dispute. The Company will then follow the procedures set forth in the Commission's rules regarding disputed bills. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure.
- 2.5.2.7. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, a restoration of service charge will apply.

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Discontinuance of Service for Cause

2.5.3.1. 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, after providing fifteen (15) days prior written notice, followed by a second written notice five (5) days prior to the discontinuance and subject to Commission Rules.

2.5.3.1.a. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;

2.5.3.1.b. For violation of any of the provisions of this tariff;

2.5.3.1.c. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services;

2.5.3.1.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;

2.5.3.1.e. Failure of the Customer to provide the Company reasonable access to its equipment and property;

2.5.3.1.f. Customer breach of contract for service between the Company and Customer;

2.5.3.1.g. Unauthorized resale of equipment or service.

2.5.3.2. 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 for:

2.5.3.2.a. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or

2.5.3.2.b. The Company has evidence of tampering or evidence of fraud.

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Discontinuance of Service for Cause (Cont'd)

- 2.5.3.3. Upon the Company's discontinuance of service to the Customer under this Section, the Company, 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, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.5.3.4. Telephone service shall not be discontinued for:
 - 2.5.3.4.a. Delinquency in payment for services rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises;
 - 2.5.3.4.b. Failure of the Customer to pay for services or equipment which are not regulated by the Commission;
 - 2.5.3.4.c. Residential service may not be disconnected due to nonpayment of a bill related to another class of service;
 - 2.5.3.4.d. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time;
 - 2.5.3.4.e. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements; or
 - 2.5.3.4.f. Disputed bills where the Customer has complied with the Commission's rules on complaints.
- 2.5.3.5. Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit on: weekends, or Federal or State holidays proclaimed by the President or the Governor, or days on which the Company is not open for business.

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

2.5.5 Cancellation of Application for Service

2.5.5.1. Where the Company permits the Customer to cancel an application for service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.

2.5.5.2. 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 levied against the Company that would have been chargeable to the Customer had service begun.

2.5.5.3. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.5.4. The special charges described in 2.5.5.A through 2.5.5.C will be calculated and applied on a case-by-case basis.

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2.0 REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.7 Bad Check Charge

A charge of \$25.00 will be assessed for any check returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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2.0 REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 General

No credit shall be allowed for any service interruption of two (2) hours or less. For service interruptions of greater than two (2) hours, customers shall be credited at the rate of 1/1440 of the rate applicable to the service which is subject to the interruption for each half hour or major fraction thereof. The maximum credit for all service interruptions during a one-month period shall not exceed the service charges due to Company for such period.

Each service interruption shall be measured from (i) the time the Customer notifies company that a service interruption has incurred to (ii) the time of restoration of service as determined by Company.

When the service provided by Company includes more than one (1) communications path, the service interruption allowance applied only to the path interrupted.

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2.0 REGULATIONS (Cont'd)

2.7 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason or breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination.

2.7.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 2.7.1.1. All unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer, including any installation charges which may have been waived by the Company, provided Customer has been notified of the amount of the waived charges and of Customer's liability therefore on cancellation, plus;
- 2.7.1.2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 2.7.1.3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent tariff prices at the time of cancellation.
- 2.7.1.4. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commission, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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2.0 REGULATIONS (Cont'd)

2.8 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

- 2.8.1.1. Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.
- 2.8.1.2. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- 2.8.1.3. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.
- 2.8.1.4. The following activities constitute fraudulent use:
 - 2.8.1.4.a. Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2.8.1.4.b. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes or false or invalid numbers, false credit devices or electronic devices.

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2.0 REGULATIONS (Cont'd)

2.9 Use of Customer's Service by Others

2.9.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons or entities at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing, including Commission rules requiring certification of resellers. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

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2.0 REGULATIONS (cont'd.)

2.10 Transfers 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. The Company may subcontract any or all of the work to be performed by it under this tariff, but shall retain responsibility for the work that is subcontracted.

2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order 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.

2.11.2 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.

2.11.3 Except as otherwise stated in this tariff, 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 placement 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.

2.11.4 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 APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.
- (F) There is no charge for unanswered calls.

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3.0 APPLICATION OF RATES (Cont'd)

3.2 Charges Based on Duration of Use (Cont'd)

3.2.1 Applicable Rate Periods

Unless otherwise specified, applicable rate periods are indicated in the chart below:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* To, but not including

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3.0 APPLICATION OF RATES (Cont'd)

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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3.0 APPLICATION OF RATES (Cont'd)

3.4 Calculation of Distance

Usage charges are based on the airline distance between the serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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4.0 SERVICES AND RATE SCHEDULE

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

4.1 Service Description

4.1.1 Interexchange Private Line Service

4.1.2 Private Line Service provides a scaleable range of capacity offering between two Company Points of Presence (POPs) located in different exchanges. Company will offer Asynchronous capacity consisting of DS-3 service as well as a full complement of SONET synchronous service from OC-3 to OC-192.

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4.0 SERVICES AND RATE SCHEDULE (Cont'd)

4.2 Interexchange Private Line Services

4.2.1 Rate Categories

Non-recurring and monthly recurring rates apply for each Dedicated Wavelength Service furnished by the Company. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

Non-recurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charges associated with each rate element is a maximum rate.

- A) Fixed Charge: This rate element applies on per circuit basis.
- B) Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Mileage is determined according to the V&H coordinate method set forth in the NATIONAL CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

4.2.2 Basic and Mixed Vendor Services

DS-3, OC-3, OC-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by one or more third party.

DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

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4.0 SERVICES AND RATE SCHEDULE (Cont'd)

4.3 Rates

4.3.1 Interexchange Private Line Services

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	<u>MIN</u> : ICB <u>MAX</u> : \$13,640.86	<u>MIN</u> : ICB <u>MAX</u> \$2,625.36
	2. InterLATA	<u>MIN</u> : ICB <u>MAX</u> : \$12,922.92	<u>MIN</u> : ICB <u>MAX</u> \$2,487.19
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB

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5.0 MISCELLANEOUS SERVICES

5.1 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

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6.0 SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 6.1.2.1. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 6.1.2.1.a. equipment and materials provided or used,
 - 6.1.2.1.b. engineering, labor and supervision,
 - 6.1.2.1.c. transportation, and
 - 6.1.2.1.d. rights of way;
- 6.1.2.2. cost of maintenance;
- 6.1.2.3. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 6.1.2.4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 6.1.2.5. license preparation, processing and related fees;
- 6.1.2.6. tariff preparation, processing and related fees;
- 6.1.2.7. any other identifiable costs related to the facilities provided; and
- 6.1.2.8. an amount for return and contingencies.

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6.0 **SPECIAL ARRANGEMENTS** (Cont'd)

6.1 **Special Construction** (Cont'd)

6.1.3 **Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

6.1.3.1. The termination liability period is the estimated service life of the facilities provided.

6.1.3.2. The amount of the maximum termination liability is equal to the estimated amounts for:

6.1.3.2.a. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:

(A) equipment and materials provided or used,

(B) engineering, labor and supervision,

(C) transportation, and

(D) rights of way;

6.1.3.2.b. license preparation, processing, and related fees;

6.1.3.2.c. tariff preparation, processing, and related fees;

6.1.3.2.d. cost of removal and restoration, where appropriate; and

6.1.3.2.e. any other identifiable costs related to the specially constructed or rearranged facilities.

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6.0 SPECIAL ARRANGEMENTS (Cont'd)

6.1 Special Construction (Cont'd)

6.1.4 The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

6.2 Individual Case Basis (ICB) Arrangements

6.2.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB rates, shall be filed with the Commission.

6.2.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by interexchange telephone companies incurred by or on behalf of the Company in establishing and maintaining service. Such charges may be billed by the Company or directly by the interexchange company, at the Company's option.

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Promotional offerings will be included in Section 7 of the Company's tariff. All promotions are offered on a non-discriminatory basis.

6.4 On-Site Visits and Repair

If Company must make visits to furnish maintenance or repair on equipment that ultimately is not the responsibility of Company, a charge may apply.

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7.0 PROMOTIONAL OFFERINGS

Reserved For Future Use

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EXHIBIT D

PETITION FOR WAIVER OF SURETY BOND REQUIREMENT