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TOKYO, JAPAN

September 21, 2001

VIA FEDERAL EXPRESS

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

011218-TX

Re: Application of Dominion Telecom, Inc. for Authority to Provide
Intrastate Alternative Local Exchange 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 alternative local exchange 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.

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 11906-01. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

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FPSC-COMMISSION CLERK

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 cursive script that reads "Andrea P. Edmonds". The signature is written in black ink and is positioned above the printed name.

Andrea P. Edmonds

APE:ade

Enclosures

APPLICATION

011218-TX

1. This is an application for ✓ (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - Approval of 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 the applicant will do business (fictitious name, etc.):

Dominion Telecom, Inc.

4. Official 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: CT Corporation System

1200 South Pine Island Road

Plantation, Florida 33324

6. Structure of organization:

- Individual Corporation
 Foreign Corporation Foreign Partnership
 General Partnership Limited Partnership
 Other _____

7. **If individual**, provide:

Name: **Not applicable.** _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) The Florida Secretary of State corporate registration number:

Not applicable. _____

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

10. (a) The Florida Secretary of State corporation 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:

Dominion will not use a fictitious name. _____

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 620.169, FS), if applicable.

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

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

16. 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. **Provide explanation.**

Dominion is a wholly owned subsidiary of Dominion Fiber Ventures, LLC. None of Dominion's officers or directors previously have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime. No such proceedings are pending. _____

- (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.

Not applicable.

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

- (a) The application:

Name: **Andrea Edmonds**

Title: **Attorney**

Address: **Kelley Drye & Warren llp**

8000 Towers Crescent Drive, Suite 1200

City/State/Zip: **Vienna, Virginia 23219**

Telephone No.: **(703) 918-2300** Fax No.: **(703) 918-2450**

Internet E-Mail Address: **aedmonds@kelleydrye.com**

Internet Website Address: **http://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: **http://www.dom.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: _____

Internet Website Address: http://www.dom.com

18. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

Dominion currently operates in Virginia.

(b) has applications pending to be certificated as an alternative local exchange company.

Dominion has competitive local exchange carrier applications pending in Indiana, Maryland, Massachusetts, Michigan, North Carolina, Pennsylvania and South Carolina. Dominion has plans to file applications for the same services in 11 other states.

(c) is certificated to operate as an alternative local exchange company.

Virginia, New York, Rhode Island and Ohio (competitive access provider).

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

None.

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

Dominion has not had regulatory penalties for violation of telecommunications statutes imposed by any state.

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

Dominion has not been involved in any civil court proceedings with any telecommunications entity.

19. Submit the following:

A. Financial capability.

See *Exhibit A*.

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 should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should 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. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served. ***See Exhibit A.***
 2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service. ***See Exhibit A.***
 3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations. ***See Exhibit A.***
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. ***See Exhibit B.***
- C. 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 B.***

**** APPLICANT ACKNOWLEDGMENT 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 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 revenue.
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
---	--------------------------

<u>Vice President - Marketing, Business and Product Development</u> _____ Title	(804) 775-5000 _____ Telephone No.
---	--

Address: <u>701 East Cary Street, 9th Floor</u> _____	(804) 775-5588 _____ Fax No.
--	------------------------------------

One James River Plaza, Richmond, Virginia 23219

ATTACHMENTS:

- A – CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B – INTRASTATE NETWORK
- C – AFFIDAVIT

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) NOT APPLICABLE,

(Title) _____ of (Name of Company)

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

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

sale

transfer

assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

1. **POP:** Address where located, and indicate if owned or leased.
Dominion is not yet operational and is in the process of planning its Florida network.
Dominion intends to have POPs in the following locations.

- | | |
|-------------------------|---------------------------------|
| 1) <u>Tampa (IRU)</u> | 2) <u>Jacksonville (IRU)</u> |
| 3) <u>Orlando (IRU)</u> | 4) <u>West Palm Beach (IRU)</u> |
| 5) <u>Miami (IRU)</u> | |

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.
Dominion plans to have routers throughout the State of Florida. The exact locations of the routers have not been determined at this time.

- | | |
|----------|----------|
| 1) _____ | 2) _____ |
| _____ | _____ |
| 3) _____ | 4) _____ |
| _____ | _____ |

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) <u>Jacksonville/Daytona Beach</u>	<u>IRU</u>
2) <u>Daytona Beach/West Palm Beach</u>	<u>IRU</u>
3) <u>West Palm Beach/Miami</u>	<u>IRU</u>
4) <u>Fort Meyers/Tampa</u>	<u>IRU</u>
5) <u>Tampa/Orlando</u>	<u>IRU</u>
6) <u>Orlando/Jacksonville</u>	<u>IRU</u>
7) <u>Orlando/Daytona Beach</u>	<u>IRU</u>

****APPENDIX C ****

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 stability, and financial capability to provide alternative local exchange company 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:



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**

(804) 775-5588

Fax No.

One James River Plaza, Richmond Virginia 23219

EXHIBIT A

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 and year-to-date 2001 statements. As these statements demonstrate, Dominion has access to ample capital to compete effectively in the market for facilities-based alternative local exchange services in Florida. Indeed, for 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. This infusion of capital proves that Dominion is a robust and healthy company with 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 demonstrate 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 alternative local exchange services. Dominion will both lease and invest in its own facilities throughout the state. As the attached financial statements indicate, Dominion is fully capable of financing its infrastructure expansion in Florida.

Please note that as a privately held company, Dominion has determined that it is not appropriate to release its 2001 year-to-date 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 *Exhibit A*.

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	<u>(19)</u>	<u>(2,145)</u>
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,	
	<u>1999</u>	<u>2000</u>
	(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	<u>(2,892)</u>	<u>35,931</u>
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	<u>7,097</u>	<u>71,302</u>
INVESTING ACTIVITIES		
Purchase of intangible.....	--	(100)
Capital expenditures.....	(4,068)	(95,548)
Cash flows used in investing activities	<u>(4,068)</u>	<u>(95,648)</u>
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	<u>\$ 773</u>	<u>\$ 12,358</u>
Supplemental Cash Flow Information		
Cash paid during period:		
Interest.....	579	863
Income taxes	236	186

EXHIBIT B

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. He developed VPS Communications, Inc.'s original business plan and directed the company's start-up activities. 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 C

LOCAL PRICE LIST

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This Price List contains the descriptions, regulations and rates applicable to the furnishing of services and facilities for alternative local exchange telecommunications services provided by Dominion Telecom, Inc., with principal offices at 701 East Cary Street – 9th Floor, One East James River Plaza, Richmond, VA 23219. This Price List applies for service furnished within the State of Florida. This Price List is on file with Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

**By: David M. Fellowes
Vice President Marketing, Business and Product Development
Dominion Telecom, Inc.
701 East Cary Street – 9th Floor
One James River Plaza
Richmond, Virginia 23219**

Effective:

CHECK SHEET

The sheets listed below, which are inclusive of this Price List, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Price List and are currently in effect as of the date indicated below.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
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30	Original		

* New or revised

Issued:

By: David M. Fellowes
Vice President Marketing, Business and Product Development
Dominion Telecom, Inc.
701 East Cary Street – 9th Floor
One James River Plaza
Richmond, Virginia 23219

Effective:

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Issued:

By: David M. Fellowes
Vice President Marketing, Business and Product Development
Dominion Telecom, Inc.
701 East Cary Street – 9th Floor
One James River Plaza
Richmond, Virginia 23219

Effective:

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SYMBOLS

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

- (D) Delete or discontinue
- (I) Change resulting in an increase to a customer's bill
- (M) Moved from another Price List location
- (N) New
- (R) Change resulting in a reduction to a Customer's bill
- (T) Change in text or regulation, but no change in rate or charge

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PRICE LIST 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 Price List. 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 Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List sheet in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the Sheets contained in the Price List, 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 Price List 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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APPLICATION OF PRICE LIST

This Price List sets forth the service offerings, rates and terms and conditions of service applicable to the furnishing of local exchange telecommunications services by Dominion Telecom, Inc. ("Dominion" or "Company") to Customers within the State of Florida.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

Certain terms used generally throughout this Price List are defined below.

Abbreviated Dialing: Permits lines within a Customer's terminal group to place calls within the group using 1 to 7 digits.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

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

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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.

Commission: Florida Public Service Commission.

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

Company or Dominion: Dominion Telecom. Inc., the issuer of this Price List.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Conference: Allows customers to add additional parties to a call.

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

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

DS-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

Digital Signal, Level 3 (DS-3): The equivalent of 64 thousand bits per second.

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

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

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.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

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

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone 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.

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.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that 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 Price List, 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 written 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 Price List, 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.

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

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

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

Uniform Call Distribution: Automatically distributes incoming calls, in the order of their arrival, to customer telephone lines that have been idle the longest.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (Cont'd)

1.2 Abbreviations

ANI - Automatic Number Identification

BNA - Billing Name and Address

CIR - Committed Information Rate

DS-0 - Digital Signal, Level 0

DS-1 - Digital Signal, Level 1

DS-3 - Digital Signal, Level 3

ICB - Individual Case Basis

IXC - Interexchange Carrier

Kbps - Data transmission speed of 1,000 bits per second.

LATA - Local Access and Transport Area

OC-3 - Optical Carrier, Level 3

OC-12 - Optical Carrier, Level 12

OC-48 - Optical Carrier, Level 3

PIC - Primary Interexchange Carrier

POP - Point of Presence

PVC - Permanent Virtual Circuit

V&H - Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

2.1.1.1 The services of the Company consist of the furnishing of one-way and/or two way information transmission services throughout the State of Florida.

2.1.1.2 The services offered herein may be used for any lawful purpose, including residential, business, governmental or other use. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this Price List notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations herein.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.1 Scope (Cont'd)

2.1.1.3 Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any Price Lists of such other communications carriers which are applicable to such connections.

2.1.2 Shortage of Equipment or facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control including but not limited to acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stopchecks, or other labor difficulties.

2.1.2.2 The furnishing of service under this Price List is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic facilities, as well as, from time to time and at the sole discretion of the Company, facilities the Company may obtain from other carriers.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by Company in furnishing service in accordance with this Price List remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in the fiber optic or other facilities and associated equipment, plans or proposals provided by the Company. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period (but in any event not more than fifteen (15) days) following the request, in as good condition as reasonable wear will permit.

2.1.4 Governmental Authorizations

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by Company. Such authorizations may include but are not limited to governmental approvals, consents, licenses, franchises, and permits. Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other federal, state or local governing entity or agency. Customer shall fully cooperate in and take any action as may be requested by Company to comply with such governmental requirement.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Rights-of-Way

Where economically feasible (in the sole opinion of the Company), Company shall use reasonable efforts to obtain and maintain, directly or through third parties, rights-of-way necessary for installation of the facilities used to provide Company's services to Customer's property line, building entrance, or other service point as agreed to by Company. Customers use of such rights-of-way shall in all respects be subject to the between the Company and such third parties relating thereto, and shall not regulation or restriction.

2.1.6 Term of Service

The minimum term of service under this Price List is one month. Service is provided 24-hours per day, 7-days per week. For purposes of this Price List, a month is considered to have 30 days.

2.1.7 Customer Service

The Company's customer service representatives for billing and service inquiries may be reached, toll free at (866) 587-1696 Customers wishing to communicate with the Company in writing may send correspondence to Dominion Telecom, Inc. 701 East Cary Street, 9th Floor, One East James River Plaza Richmond, VA, 23219.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this Price List.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this Price List.
- 2.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this Price List.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to the extension of allowances as set forth in section 2.4 of this Price List captioned: "Allowances for Interruptions in Service." The extension of such allowances for interruption shall be the sole remedy of the Customer, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections, riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stopSheets, or other labor difficulties.
- 2.3.3 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Liability of the Company (Cont'd)

- 2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.
- 2.3.6 The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 2.3.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's use of the Company's facilities.
- 2.3.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. Any claim, action or proceeding against the Company which is not filed or commenced within one (1) year after the earlier of: (a) the rendering of the service, or (b) the occurrence of the event with respect to which such claim arose, shall be deemed waived if not brought within such one year period.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Liability of the Company (Cont'd)

2.3.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service, or (b) the sum of \$1,000.00.

2.3.10 In the event parties other than Customer, including but not limited to joint users and Customer's customers, shall have use of the Company's service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

2.3.11 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.

2.4 Allowances for Interruptions in Service

2.4.1 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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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer

2.5.1 Scope

The obligations of the Customer shall include the following:

- 2.5.1.1 Customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or its employees, agents, contractors or suppliers, by Customer's noncompliance with this Price List, by malfunction or failure of any equipment or facility provided by Customer or its agents, employees or suppliers, or by fire, theft or other casualty on the Customer's premises, unless caused by the gross negligence or willful misconduct of Company's employees or agents.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.1 Scope (Cont'd)

2.5.1.2 Customer shall provide at no cost to, and, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for, Company facilities and equipment installed on the Customer's premises. Customer shall cooperate with Company in choosing the location, size and characteristics of the Company's equipment space on Customer's premises, which shall define the point of termination of Company's service. Customer may be required to pay, in the sole discretion of the Company, additional non-recurring charges for any additional points of termination within Customer's premises.

2.5.1.3 Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of Company facilities from the building entrance or property line to the location of Company's equipment space on the Customer's premises. Any costs associated with obtaining and maintaining the rights-of-way described herein, including any necessary building modification costs, shall be borne entirely by the Customer. Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of Company facilities and equipment in the Customer's premises or within the rights-of-way for which the Customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which Company will provide some or all such non-regulated services and facilities.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.1 Scope (Cont'd)

2.5.1.4 Customer shall provide a safe place to work and be responsible for complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents install or maintain the Company's facilities and equipment. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to, during and after any construction or installation work. Customer may be required to install and maintain Company facilities and equipment if, in the Company's opinion, the equipment space provided by the Customer is a hazardous area.

2.5.1.5 Customer shall grant or obtain permission for Company employees or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company and/or inspecting Customer-provided equipment which is connected to Company's facilities.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.1 Scope (Cont'd)

- 2.5.1.6 Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to Company equipment and facilities, and for ensuring that such Customer-provided equipment is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company equipment, facilities and wiring by such Customer-provided equipment shall be such as not to cause damage to Company's equipment, facilities and wiring or injury to Company's employees or to other persons. Upon Company's request, Customer will submit to Company a complete manufacturer's specification Sheet for each item of Customer-provided equipment that is or is proposed to be attached to Company's facilities. Company may provide, at the Customer's expense, any additional protective equipment required in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- 2.5.1.7 Customer warrants that the services ordered pursuant to this Price List are intrastate in nature.
- 2.5.1.8 Customer shall cooperate with Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.2 Payments

Obligations of the Customer with regard to payments shall include:

- 2.5.2.1 Customer shall be responsible for payment of all applicable charges pursuant to this Price List for facilities and service furnished to the Customer or to authorized or joint users or to the Customer's customers. Company's services are provided on a "take or pay" basis, that is, Customer is responsible for the applicable charges for services as ordered, whether or not Customer actually uses all or part of those services or capacity.
- 2.5.2.2 Customer shall pay all sales, use, excise, access, bypass or other local, state and Federal taxes, fees (including franchise fees), charges or surcharges, however designated, imposed on or based on the provision, sale or use of the Company's services, excluding gross receipts taxes and taxes on the Company's net income. Such taxes shall be separately stated on the Customer's invoice.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.2 Payments (Cont'd)

2.5.2.3 Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by Customer within 30 days, or paid in funds not immediately available to the Company, shall be subject to a late fee of 1.5% per month. This late fee of 1.5% may not include previously-accrued late payment charges. Charges normally will be invoiced in advance, with monthly recurring charges invoiced on or about the first of the month for which the charges apply. In the event of a Company billing error or omission, Customer shall be responsible for any back billing invoiced by the Company within 2 years of the original date of service.

2.5.2.4 Customers must notify the company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All Charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.

2.5.2.5 Customer agrees that Company may conduct an independent verification of Customer's financial condition at any time, and Customer agrees to promptly supply such financial information as may be reasonably requested by Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.

2.5.2.6 If required by the Company, Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. Company may, in its sole discretion, require such an advance payment, which may be in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.2 Payment (Cont'd)

2.5.2.7 If required by the Company, Customer shall make a deposit before a service is furnished or continues to be held as a guarantee for the payment of charges. Company may require such a deposit, which may be in addition to an advance payment, if Company considers this action necessary to safeguard its interests. A deposit shall not relieve the Customer of the responsibility for prompt payment of bills on presentation. At any time, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit plus interest will be applied to the Customer's account and any credit balance remaining will be refunded.

2.5.3 Indemnification

With respect to any service or facility provided by the Company, or otherwise in the event of Customer's breach of any of the provisions of this Price List, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

2.5.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Obligations of the Customer (Cont'd)

2.5.3 Indemnification (Cont'd)

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

2.6 Cancellation of Service

If Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, Customer agrees to pay to Company all costs, fees and expenses incurred by Company in connection with construction and with such termination. In addition, Customer may be liable for termination charge up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

2.7 Termination of Service

2.7.1 Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with five (5) business days' oral or written notice to the Customer for any of the following occurrences:

- 2.7.1.1 Failure of the Customer to pay a non-disputed delinquent account;
- 2.7.1.2 Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.7.1.3 Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.7.1.4 Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Termination of Service (Cont'd)

2.7.1. (Cont'd)

2.7.1.5 Customer non-compliance with Commission regulations;

2.7.1.6 Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service

2.7.1.7 Failure of the Customer to adhere to contractual obligations with the Company.

2.7.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

2.7.2.1 Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;

2.7.2.2 Customer non-compliance with any provision of this Price List which results in threatening the safety of a person or the integrity of the service delivery system of the Company;

2.7.2.3 Customer tampering with the Company's equipment or service;

2.7.2.4 Customer's unauthorized or illegal use of the Company's service or equipment.

2.7.3 Customer notification of termination of service will conform to the requirements.

2.7.4 Except for emergency situations, Company may not commence suspension or termination of service for non payment of charges on any of the following:

(1) Saturday or Sunday.

(2) A bank holiday.

(3) A Company holiday.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Termination of Service (Cont'd)

- 2.7.5 Termination of service to residential Customers will follow a two-step process in which the above-referenced notice of termination is provided to the Customer at least seven (7) days prior to the date of suspension of service. After at least ten (10) days have passed since service to the Customer has been suspended, and the Customer has failed to pay a reconnection fee and to remedy the original grounds for suspension, the Company may terminate service to the Customer.
- 2.7.6 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.
- 2.7.7 Upon the Company's discontinuance of service to the Customer under section 2.7.1.1 or 2.7.1.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provisions of this Price List, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term of service specified in the service order to be immediately due and payable (discounted to present value at six percent).
- 2.7.8 Upon the Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law, or an assignment for the benefit of creditors, appointment of a trustee or receiver or similar event with respect to Customer, the Company may, in addition to any other remedy available at law or in equity, immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Termination of Service (Cont'd)

2.7.9 Upon condemnation of any significant portion of the facilities or associated equipment used by the Company to provide service to Customer or if a casualty renders all or any significant portion of such facilities or equipment inoperable beyond feasible repair, the Company may discontinue or suspend service, refuse additional orders for service and/or refuse to complete any pending orders for service upon notice to Customer, without incurring any liability.

2.7.10 Upon any governmental prohibition or required alteration of the services provided or ordered, or any violation of an applicable law or regulation, the Company may immediately discontinue or suspend service, refuse additional applications for service and/or refuse to complete any pending orders for service without incurring any liability.

2.8 Changes in Equipment and Services

2.8.1 Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to Customer's service order.

2.8.2 Customer shall not cause or allow any facility or equipment of Company to be rearranged, moved, disconnected, altered or repaired without Company's prior written consent.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Changes in Equipment and Services (Cont'd)

2.8.3 Upon receipt of a written request from Customer, Company will add, delete or change locations or features of specific circuits and/or equipment.¹ Customer shall be liable for nonrecurring charges for such changes. If a request for deletion of a service represents a cancellation prior to the applicable term of service, Customer will be subject to Company's termination charges.

2.9 Prohibited Uses

2.9.1 The services Company provides shall not be used for any unlawful purpose or for any use with respect to which Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer.

2.9.2 Customer shall not use the Company's service offerings for resale and/or for shared use unless, if requested to do so by Company, Customer has first demonstrated that such use complies with relevant laws, regulations, policies, orders, decisions and other governmental or legal requirements.

2.9.3 Customer may not use Company's services so as to interfere with or impair any other service or impair the privacy of any communications over any of Company's facilities and associated equipment or over the facilities and equipment of any other communications carrier connected to Company's facilities.

2.9.4 Customer shall not use or allow the use of Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Assignment

2.10.1 Company may, without obtaining any further consent from Customer, assign any of its rights, privileges or obligations under this Price List to any subsidiary, parent company or affiliate of Company; pursuant to any sale or transfer of substantially all the business of Company; or pursuant to any financing, merger or reorganization of Company.

2.10.2 Customer may, upon prior written consent of Company, assign its rights, privileges or obligations under this Price List to any subsidiary, parent company or affiliate of Customer; pursuant to any sale or transfer of substantially all the business of Customer; or pursuant to any financing, merger or reorganization of Customer. Any attempt of Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this Price List without the consent of Company shall be null and void.

2.11 License, Agency or Partnership

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Proprietary Information

Neither Company nor Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.13 Promotions

Company reserves the right, from time to time, to provide promotional offerings. Company will notify Commission prior to effective date of promotions.

2.14 Waiver of Nonrecurring Charges

Company reserves the right to waive nonrecurring charges for moves, additions, and deletions.

2.15 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in the timeframe specified in Section 2.5.2.4. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.15.1 First, the Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.15.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

2549 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(850) 413-6600

2.16 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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SECTION 3 - APPLICATION OF RATES

3.1 Introduction

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

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.

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SECTION 3 – 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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SECTION 3 – 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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SECTION 3 – 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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SECTION 4 - PRIVATE LINE SERVICE

4.1 General

4.1.1 Local Private Line Service

Private Line Service provides a scaleable range of capacity offering between two Company Points of Presence (POPs) within a local exchange area. 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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SECTION 4 - PRIVATE LINE SERVICE (Cont'd)

4.2 Rates

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	MIN: ICB MAX: \$13,640.86	MIN: ICB MAX \$2,625.36
	2. InterLATA	MIN: ICB MAX: \$12,922.92	MIN: ICB MAX \$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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SECTION 5 - SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price Lists, charges will be based on the costs incurred by the Company and may include:

- 5.1.1.1 non-recurring type charges;
- 5.1.1.2 recurring type charges;
- 5.1.1.3 termination liabilities; or
- 5.1.1.4 combinations thereof.

5.1.2 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.

- 5.1.2.1 The termination liability period is the estimated service life of the facilities provided.
- 5.1.2.2 The amount of the maximum termination liability is equal to the estimated amounts for:

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SECTION 5 - SPECIAL ARRANGEMENTS (Cont'd)

5.1 Special Construction (Cont'd)

5.1.2 Termination Liability (Cont'd)

5.1.2.2 (Cont'd)

5.1.2.2.1 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;

5.1.2.2.2 license preparation, processing, and related fees;

5.1.2.2.3 Price List preparation, processing, and related fees;

5.1.2.2.4 cost of removal and restoration, where appropriate; and

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

5.1.2.3 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 as set forth in Section 6.1.2.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 6.1.2.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 5 - SPECIAL ARRANGEMENTS (Cont'd)

5.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Price List. Rates quoted in response to such competitive requests may be different than those specified for such services in this Price List.

5.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers.

5.4 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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