1. 2.	REPORT DATE: 00/00700 BUREAU: FUS	CAPTION SHEET	
3.	SECTION(S):	: 4. PUBLIC MEETING DATE:	
5.	APPROVED BY: DIRECTOR:	: 00/00/00	
	SUPERVISOR:		
6.	PERSON IN CHARGE:	: 7. DATE FILED: 05/26/04	
8.	DOCKET NO: A-311328	: 9. EFFECTIVE DATE: 00/00/00	
	PARTY/COMPLAINANT:		
	RESPONDENT / & PPLICANT.	INTERGLOBE COMMUNICATIONS	
	RECTORDENT/ATTELCANT.	INTERCEDED CONTOURCENTIONS	
	COMP/APP COUNTY:	UTILITY CODE: 311328	

#### ALLEGATION OR SUBJECT

APPLICATION OF INTERGLOBE COMMUNICATIONS FOR APPROVAL TO OFFER, RENDER, FURN-ISH OR SUPPLY TELECOMMUNICATIONS SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA AS AN INTEREXCHANGE TOLL RESELLER.

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210 N. Park Ave.

# RECEIVED

MAY 2 6 2004

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

A-311328

May 26, 2004 Winter Park, FL Overnight 32789 Mr. James J. McNulty Commission Secretary P.O. Drawer 200 Pennsylvania Public Utility Commission Winter Park, FL Commonwealth Keystone Building 32790-0200 400 North Street, 3rd Floor Harrisburg, PA 17020

Tel: 407-740-8575 Re: Fax: 407-740-0613 tmi@tminc.com

Application of InterGlobe Communications for Approval to Offer Facilities-Based Local Exchange and Resold Interexchange Telecommunications Services

Dear Mr. McNulty:

Enclosed for filing is the original and three (3) copies of the application of InterGlobe Communications for approval to offer Facilities-Based Local Exchange and Resold Interexchange telecommunications services within the Commonwealth of Pennsylvania. Financial statements, for which the Company requests confidential treatment by the Commission, are being filed concurrently under separate cover along with a Motion for a Protective Order.

Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575 or via email at croesel@tminc.com.

Sincerely,

Carey Roesel Consultant to InterGlobe Communications

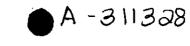
CR/gs Enclosures

cc: Al Mayerhoff - InterGlobe Service List InterGlobe - PA Local file: paf0400 tms:

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## Application of:

InterGlobe Communications \_\_\_\_\_, t/a\_\_\_\_\_, t/a\_\_\_\_\_,

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

- 1. IDENTITY OF THE APPLICANT: The name, address, telephone number, and fax number of the Applicant.
  - InterGlobe Communications 101 Tyrelian Avenue Staten island, New York 10309 Phone: 718-967-7280 Fax: 718-967-7282

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

None.

2. ATTORNEY: The name, address, telephone number, and fax number of the Applicant's attorney.

None.

#### 3. CONTACTS:

A) APPLICATION: The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Carey Roesel Consultant to InterGlobe Communications Technologies Management, Inc. P.O. Drawer 200 Winter Park, Florida 32790-0200 Phone: (407) 740-8575 Fax: (407) 740-0613 DOCUMENT FOLDER



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B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA.

Al Mayerhoff, President InterGlobe Communications 101 Tyrellan Avenue Staten Island, New York 10309 Phone: 718-967-7280 Fax: 718-967-7282



MAY # 6 2004

PA PUBLIC UTILITY COMMISSION BECHETARY'S BUREAU

C) RESOLVING COMPLAINTS: Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Al Mayerhoff, President InterGlobe Communications 101 Tyrellan Avenue Staten Island, New York 10309 Phone: 718-967-7280 Fax: 718-967-7282

#### 4. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

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

The Applicant is a sole proprietor.

The Applicant is a:

- General partnership
- Domestic limited partnership (15 Pa. C.S. §8511)
- \*Foreign limited partnership (15 Pa. C.S. §8582)
- Domestic registered limited liability partnership (15 Pa. C.S. §8201)
- Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

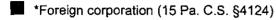
Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

#### 5. (Continued)

PUC-377 Rev.12/03

The Applicant is a:

Domestic corporation (15 Pa. C.S. §1306)



Domestic limited liability company (15 Pa. C.S. §8913)

■ \*Foreign limited liability company (15 Pa. C.S. §8981)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization. The Applicant is incorporated in the State of <u>New York</u>.

Give name and address of officers:

The following individuals serve as officers and directors of interGlobe Communications and may be reached through the company's corporate office at 101 Tyrellan Avenue, Staten Island, New York 10309.

Alfred G. Mayerhoff – President and Owner

Steve Seitz - Vice President

Peter Malvasio - Vice President

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

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

The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliates has a predecessor who has done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

## 7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE **PENNSYLVANIA:** The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which). 8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement) The applicant is not presently doing business in Pennsylvania as a public utility. The applicant is presently doing business in Pennsylvania as a: Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards) Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier:

Facilities-Based

Non-facilities-Based

Incumbent Local Exchange Carrier.

Other (Identify).

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

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
  - Facilities-based (UNE-P initially)
  - Non-facilities-based
- Incumbent Local Exchange Carrier
- Other (Identify).
- 10. PROPOSED SERVICES: Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

InterGlobe proposes to offer facilities-based local exchange telecommunications services to business customers throughout the state using unbundled network element platforms ("UNE-P"). Local Exchange Services include basic local service, PBX Trunk service, Direct Inward Dialing, Optional Calling Features and listing services. The Petitioner will offer these services in conjunction with its interexchange toll services, which include inbound and outbound interexchange telecommunications services to business customers, utilizing switched and dedicated access.

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

InterGlobe proposes to offer service throughout Verizon's territory in Pennsylvania.



**12. MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

The Company proposes to market its services primarily to business customers throughout its proposed service areas.

- **13. PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC R/S, CLEC, CAP, or IXC F/B. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.
- 14. **FINANCIAL:** Attach the following to the Application:

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

- **15. START DATE**: The Applicant proposes to begin offering services immediately upon certification.
- **16. FURTHER DEVELOPMENTS**: Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

**17**. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate 555 Walnut Street 5th Floor, Forum Place Harrisburg, PA 17101-1923 Office of Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101

Office of the Attorney General Office of Consumer Protection Strawberry Square, 14<sup>th</sup> Floor Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

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

InterGlobe Communications is not claiming any status within Pennsylvania pursuant to the Federal Telecommunications Act of 1996.

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

None.

- 20. FALSIFICATION: The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.
- 21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: InterGlobe Communications

By: Al Mayerhoff

Title: President and Owner

22. AFFIDAVIT: Attach to the Application an affidavit as follows:

#### AFFIDAVIT

SS.

State of New York County of

Al Mayerhoff, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President and Owner of InterGlobe Communications;

That [he/she] is authorized to and does make this affidavit for said corporation;

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

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

That InterGlobe Communications, the Applicant herein, asserts that it has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<u>www.puc.paonline.com</u>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies it has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

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

Signature of Affiant

Sworn and subscribe before me this \_3/4

day of

Month

.00 ¢ Year

MAIDA KOHRMANN NOTARY PUBLIC, State of New York No. 01K05020960 Qualified in Richmood County Commission Expires

Signature of official administering oath

My Commission expires 12/04/05

#### 23. VERIFICATION STATEMENT: Attach to the Application a verification statement as follows:

State of New	York		)
	Richmond		)
County of	Nickmont	<u>.</u>	.)

SS.

Al Mayerhoff, Affiant, being duly sworn according to law, deposes and says that:

He is the President and Owner of InterGlobe Communications;

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

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

Signature of Affiai

3122 hear day of Sworn and subscribed before me this Month

Year

Mar

Signature of official administering oath

My Commission expires \_\_\_\_\_\_\_

MAIDA KOHRMANN NOTARY PUBLIC, State of New York No. 01K05020960 

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#### **CERTIFICATE OF SERVICE**

I hereby certify that on this  $\mathcal{L}_{\mathbf{a}}^{\mathbf{t}}$  day of  $\mathcal{M}_{\mathbf{a}}$ , 2004, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent

service:

Office of Consumer Advocate 555 Walnut Street 5<sup>th</sup> Floor, Forum Place Harrisburg, PA 17101-1923 Office of Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101

Office of the Attorney General Office of Consumer Protection Strawberry Square, 14<sup>th</sup> Floor Harrisburg, PA 17120

A copy of the foregoing Competitive Local Exchange Carrier application has been served on the following Incumbent Local Exchange Carrier(s) as well:

Ms. Julia A. Conover, Esquire Verizon Pennsylvania, Inc. 1717 Arch Street, 32nd Floor Philadelphia, Pennsylvania 19103

Mr. John Dudley Director of External Affairs Verizon North, Inc. 212 Lotus Street, Suite 600 Harrisburg, Pennsylvania 17108

Mr. John G. Short, Esq. Sprint - United 1201 Walnut Bottom Road PO Box 1201 Carlisle, Pennsylvania 17013

Miguel Hernandez, Technologies Management, Inc.

#### InterGlobe Communications

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#### EXHIBIT I

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## Secretary of State Certificate

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	A DEPARTMENT OF	STATE	1	÷ .
Entity Number	n for Certificate of An (15 Pa.C.S.) n Business Corporation (§ 41 n Nonprofit Corporation (§ 6	24)	;·	
Name Corporation Guarantee Addréss Two Greenwood Square, 3331 Street Road City State	ZipCode	Document will be name and address the left.		
Bensalem, PA 190	020			
\$250 Fi	iled in the Department of Star	te on MAR	4 2004	
. [-	Secretary of the	ne Commonwealth	<u>6</u> .	•
· · ···· · ·		<u> </u>	<del>,</del>	
In compliance with the requirements of ations), the undersigned, hereby states that:		of 15 Pa.C.S. (relatin	ng to corporation	s and uninco
ations), the undersigned, hereby states that:		of 15 Pa.C.S. (relatin	ng to corporation	s and uninco
ations), the undersigned, hereby states that: I. The name of the corporation is:	INC.	utor for use in Penn		s and uninco
ations), the undersigned, hereby states that: 1. The name of the corporation is: <u>INTERGLOBE COMMUNICATIONS</u> 2. Complete only when the corporation mu	INC.	utor for use in Penn		s and uninco
<ul> <li>ations), the undersigned, hereby states that:</li> <li>1. The name of the corporation is:</li> <li>INTERGLOBE COMMUNICATIONS,</li> <li>2. Complete only when the corporation ma</li> <li>The name which the corporation adopts</li> </ul>	INC. ust adopt a corporate designa s for use in this Commonwea 2 is not available for use in th	ntor for use in Penn. hth is: nis Commonwealth,	sylvania. complete the foll	owing:
<ul> <li>ations), the undersigned, hereby states that:</li> <li>1. The name of the corporation is:</li> <li><u>INTERGLOBE</u> COMMUNICATIONS.</li> <li>2. Complete only when the corporation mu. The name which the corporation adopts</li> <li>3. If the name set forth in paragraph 1 or 2 The fictitious name which the corporation</li> <li>The corporation shall do business in Pennsylvan board of directors under the applicable provision</li> </ul>	INC. Ist adopt a corporate designation s for use in this Commonwea 2 is not available for use in the on adopts for use in transaction in a only under such fictitious name ns of 15 Pa.C.S. (relating to corp	ntor for use in Penn. hth is: hth is: hth is: http://www.alth. http://wwww.alth. http://wwww.alth. http://wwwww.alth. http://	sylvania. complete the foll Commonwealth is	<i>fowing:</i>
<ul> <li>ations), the undersigned, hereby states that:</li> <li>1. The name of the corporation is: <u>INTERGLOBE COMMUNICATIONS</u></li> <li>2. Complete only when the corporation mu The name which the corporation adopts</li> <li>3. If the name set forth in paragraph 1 or 2</li> </ul>	INC. Ust adopt a corporate designation is for use in this Commonweat 2 is not available for use in the on adopts for use in transaction his only under such fictitious name ins of 15 Pa.C.S. (relating to corpor registration of Fictitious Name	ntor for use in Penn. Ith is: nis Commonwealth, ng business in this ( ne pursuant to the attra porations and unincorn ne).	sylvania. complete the foll Commonwealth is	<i>fowing:</i>
<ul> <li>ations), the undersigned, hereby states that:</li> <li>1. The name of the corporation is: <u>INTERGLOBE COMMUNICATIONS</u>.</li> <li>2. Complete only when the corporation mu The name which the corporation adopts</li> <li>3. If the name set forth in paragraph 1 or 2 The fictitious name which the corporation</li> <li>The corporation shall do business in Pennsylvan board of directors under the applicable provision the attached form DSCB:54-311 (Application for 4. The name of the jurisdiction under the lagoptical states and the states of the states o</li></ul>	INC. Ist adopt a corporate designation is for use in this Commonweat is not available for use in the contact of the second second second is only under such fictitious name is of 15 Pa.C.S. (relating to corporation or Registration of Fictitious Name is of which the corporation	ntor for use in Penn. Ith is: nis Commonwealth, ng business in this ( ne pursuant to the attr borations and unincorp ne). is incorporated is:	sylvania. complete the foll Commonwealth is ached resolution of porated association	<i>fowing:</i>

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DSCB:15-4124/6124-2

<ol><li>The (a) address of this corporation commercial registered office prov</li></ol>			ommonwealth or (	b) name of it:	s
(a) Number and street	City	State	Zip	County	
(b) Name of Commercial Register	ed Office Provider	•	County	•	
c/o: Corporation Guarante	<u>e and Trust Co</u>	mpany	Bucks	<u> </u>	<del></del>

7: Check one of the following:

<u>X</u> Business Corporation: The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

\_*Nonprofit Corporation*: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this

\_0/\_ day of MAACh

2004 .

INTERGLOBE COMMUNICATIONS, INC. Name of Corporation Signature Title

### • • •

### InterGlobe Communications

#### EXHIBIT II

#### Articles of Incorporation



Jersey Department of State Division of Communical Recording Certificate of Amendment to the Certificate of Incorporation (For Use by Domestic Profit Corporation)



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"Federal Employer identification No."

Pursuant to the provisions of Section 14A:9-2 (4) and Sect on 14A:9-4 (3). Corporations, General, of the New Jersey Statutes, the undersigned corporation executes the following Centificate of Amendment to its Certificate of Incorporation:

- 1. The name of the corporation is: Island Narket.ng. Inc.
- The following amendment to the Certificate of Incorporation was approved by the directors and thereafter duly adopted by the shareholders of the corporation on the \_7th \_\_\_\_ day of \_Januáry\_\_\_, 19.99;

InterGlobe Communications

3. The number of shares outstanding at the time of the adoption of the amendment was .\_\_\_\_\_\_\_\_. The total number of shares entitled to vote therein was \_\_\_\_\_\_\_.

If the strates of any class or satiss of shares are entitled to vote thereon as a class, set forth below the designation and number if outstanding shares entitled to vote thereon of each such class or series. (Omit if not applicable).

4. The number of shares voting for and against such amendment is as follows: (If the shares of any class or series are cultied to vote us a class, set forth the number of shares of each such class and series voting for and against the amendment, respectively).

Number of Shares Voting for Antendment

Number of Shares Voting Against Amendment

n/a

n/a

Date

- 5. If the amendment provides for an exchange, reclassifie then or cancellation of issued shares, set forth a statement of the manner in which the same shall be effected. (Or it if not applicable).
- 6. Other provisions: (Omit if not applicable),

			<u>.</u>	Island Martanda, Inc.
			in In	By: Signature)
ed this	8th	duy of January	19951.	Elfred G. Mayerhoff, President (Type Name and Tule)

May be executed by the Charmon of the Board, or the President, or a Vice President of the Corporation,

The purpose of this form is to simplify the filing requirement, of the Secretary of Sinte and does not replace the need for comprised legal advice

CERTIFICATE OF INCORPORATION

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#### JUL 20 1992 ISLAND MARKETING, INC.

#### THE SECRETARY OF STATE TO: State of New Jersev

DANIEL J. DALTON Secretary of State 0784756

FNB

LED.

7.8

THE UNDERSIGNED, being of full age, for the purpose of forming a corporation pursuant to the provisions of Title 14A. Corporations, General, of the New Jersey Statutes, does hereby execute the following Certificate of Incorporation:

FIRST: The name of the corporation is:

ISLAND MARKETING, INC.

The purpose or purposes for which the corporation SECOND: is organized are:

To engage in any activity within the purposes for which corporations may be organized under the provisions of the New Jersey Business Corporation Act.

The aggregate number of shares which the corpora-THIRD: tion shall have authority to issue is:

Two thousand five hundred (2,500) shares without par value.

FOURTH: The address of the corporation's initial registered office is: 2109; Pennington Road, Trenton, NJ 08638 and the name of the corporation's initial registered agent at such address is Iza Sprotzer.

FIFTH: The number of directors constituting the initial Board of Directors shall be two and the names and addresses of the directors are as follows:

NAME

#### ADDRESS

Thomas San Nicola 3785 Richmond Avenue, Staten Island, NY 10312 326 Bradford Avenue, Staten Island, NY 10309 Alfred G. Mayerhoff.

0100524078

SIXTH: To the full extent that the laws of the State of New Jersey, as they exist on the date hereof or as they may hereafter be amended, permit the limitation or elimination of the liability of Directors or officers, no Director or officer of the Corporation shall be personally liable to the Corporation or its shareholders for damages for breach of any dity owed to the Corporation or its shareholders. Neither the amendment or repeal of this Article nor the adoption of an amendment which is inconsistent with this Article shall apply to or have any effect on the liability or alleged liability of any Director or officer of the Corporation for or with respect to any act or omission of such Director or officer occurring prior to such amendment, repeal or adoption.

6100 524018

SEVENTH: The name and address of the incorporator is as follows:

#### NAME

R. W. Worthington

#### 105 North Watts Street Philadelphia, PA 19107

address

IN WITNESS WHEREOF, the undersigned, the incorporator of the above named corporation, has signed the Certificate of Incorporation on the 20th day of July, 1992.

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## A-311328

#### InterGlobe Communications

#### EXHIBIT IV

Proposed Interexchange Tariff

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#### INTEREXCHANGE RESELLER TARIFF

of

#### INTERGLOBE COMMUNICATIONS

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate communications service by InterGlobe Communications ("InterGlobe") between locations in Pennsylvania.

ISSUED:

Al Mayerhoff, President 101 Tyrellan Avenue Staten Island, New York 10309

ISSUED BY:



#### CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*
I	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
5	Original	*	31	Original	*
6	Original	*	32	Original	*
7	Original	*	33	Original	*
8	Original	*	34	Original	*
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19	Original	*			
20	Original	*			1
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* included in this filing.

ISSUED:

**ISSUED BY:** 

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Table of Contents2
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Billing Agents
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Section 2 - Rules and Regulations
Section 3 - Service Descriptions and Rates





#### **APPLICATION OF TARIFF**

This tariff contains the regulations and charges applicable to intrastate interexchange telecommunications resale services provided by InterGlobe Communications to Customers within the Commonwealth of Pennsylvania.

#### CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS AND BILLING AGENTS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None
- 4. Billing Agents None

ISSUED:

ISSUED BY:

Al Mayerhoff, President 101 Tyrellan Avenue Staten Island, New York 10309



#### SYMBOLS

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

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

#### ABBREVIATIONS USED IN THIS TARIFF

- HITDR Highest Interexchange Transporter Daytime Rate
- HITC Highest Interexchange Transporter Charge or Surcharge
- LATA Local Access and Transport Area
- LEC Local Exchange Company or Local Exchange Carrier
- PUC Refers to the Pennsylvania Public Utility Commission



#### TARIFF FORMAT

**A.** Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B.** Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence -** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(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 pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Al Mayerhoff, President 101 Tyrellan Avenue Staten Island, New York 10309



#### SECTION 1 - TERMS AND ABBREVIATIONS

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

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

Commission - Refers to the Pennsylvania Public Utilities Commission.

Company or Carrier - InterGlobe Communications unless otherwise clearly indicated by the context.

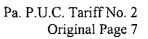
**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

ISSUED:

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#### SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

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

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

InterGlobe - Used throughout this tariff to refer to InterGlobe Communications.

LATA - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

Personal Identification Number (PIN) - See Authorization Code.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

ISSUED:

**ISSUED BY:** 

#### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of InterGlobe Communications

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer location to the Company network. The Customer shall be responsible for all charges due for such service arrangements.

Company services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 Use

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 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.
- **2.2.3** The Company may require applicants for service who intend to use Company offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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#### 2.3 Limitations

- **2.3.1** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- **2.3.2** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 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 Company control.
- **2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7 Title to all equipment provided by the Company under this tariff remains with the Company.

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InterGlobe Communic



#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.4 Assignment and Transfer

- 2.4.1 All facilities provided under this tariff are directly or indirectly controlled by InterGlobe and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, Customer affiliates, or other designated entities.

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#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.5 Liability of the Company

- 2.5.1 The Company liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer, whichever is less, for the period during which the faults in transmission occur. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer, or Authorized User, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Company direct control.

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#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.5 Liability of the Company, (Cont'd.)

2.5.3 Indemnification - The Company liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of Company equipment, facilities and associated wiring of Customer premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

#### 2.5 Liability of the Company, (Cont'd.)

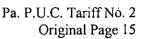
- 2.5.4 Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to Customer premises resulting from the existence of Company equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- **2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- **2.5.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- **2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with Company services.
- 2.5.8 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from Customer premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

#### 2.6 Customer Responsibility

- **2.6.1** All Customers assume general responsibilities in connection with the provisions and use of the Company service. When facilities, equipment, and/or communication systems provided by others are connected to Company facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:
  - A. The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of Company regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
  - **B.** When placing an order for service, the Customer must provide:
    - 1. The names and addresses of the persons responsible for the payment of service charges, and
    - 2. The names, telephone numbers, and addresses of the Customer contact persons.
  - **C.** The Customer must pay the Company for the replacement or repair of Company equipment when the damage results from:
    - 1. The negligence or willful act of the Customer or user;
    - 2. Improper use of service; and
    - 3. Any use of equipment or service provided by others.
  - **D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

ISSUED:

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#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.2 Billing and Payment for Service

#### A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

#### **B.** Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent orally or in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Billing disputes shall be processed by the Company or their billing agent(s) consistent with Commission regulations at 52 Pa. Code Chapter 64, as amended. Customers unsatisfied with Company handling of a dispute may contact the Commission's Bureau of Consumer Services at the following address:

Bureau of Consumer Services Pennsylvania Public Utility Commission PO Box 3265 Harrisburg, PA 17105-3265 1-800-782-1110

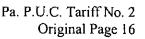
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Al Mayerhoff, President 101 Tyrellan Avenue Staten Island, New York 10309

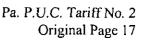


#### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.3 Taxes and Fees

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer bill.
- **B.** To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- **D.** The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company services.

ISSUED BY:



## 2.6 Customer Responsibility, (Cont'd.)

## 2.6.4 Late Payment Fees

A late payment fee of 1.5% per month for Business Customers and 1.25% per month for Residential Customers will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Pennsylvania State law.

## 2.6.5 Return Check Charge

Customers will be charged \$25.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

#### 2.6.6 Deposits

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit that the Company may apply against overdue charges. The amount of the security deposit required will be equal to not more than two (2) month's estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code §§ 64.31-64.41.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

## 2.6.7 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

ISSUED:

ISSUED BY:





## 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.8 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**ISSUED**:

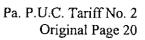


## 2.7 Refunds or Credits for Service Outages or Interruptions

- 2.7.1 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3 Credit allowances for interruption periods that are not due to Company testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.7.4 The Customer shall be responsible for the payment of service charges based upon time and materials for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**ISSUED**:

ISSUED BY:



## 2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)

2.7.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

Credit =  $A/720 \times B$ 

A = outage time in hours (must be 4 or more)

- B = total monthly recurring charge for affected service.
- 2.7.6 For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.



## 2.8 Cancellation or Termination of Service by Customer

2.8.1 Customers of presubscribed long distance services may cancel service at any time by providing InterGlobe with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

## 2.9 Cancellation or Termination of Service by Company

- 2.9.1 For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.
- **2.9.2** InterGlobe may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
  - **A.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - **B.** For use of telephone service for any purpose other than that described in the application.
  - C. For neglect or refusal to provide reasonable access to InterGlobe or its agents for the purpose of inspection and maintenance of equipment owned by InterGlobe or its agents.
  - **D.** For noncompliance with or violation of Commission regulation or the Company rules and regulations on file with the Commission.

ISSUED:

ISSUED BY:

## 2.9 Cancellation or Termination of Service by Company, (Cont'd.)

## 2.9.2 Continued

- E. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Company equipment or service to others.
- **F.** Without notice in the event of tampering with the equipment or services owned by InterGlobe or its agents.
- **G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, InterGlobe may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **H.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

**ISSUED**:

## 2.10 Interconnection

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

## 2.11 Terminal Equipment

Company facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

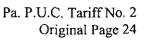
## 2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

#### 2.13 900, 976 and 700 Numbers

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

ISSUED:



#### 2.14 Toll Free Services

- 2.14.1 The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

#### 2.15 Other Rules

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

ISSUED:

**ISSUED BY:** 



## **SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

## 3.1 General

InterGlobe provides direct dialed outbound, inbound, travel card, operator services and access to directory assistance for communications originating and terminating within the state. Company services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Long Distance service is only available in conjunction with local service.

Customers are billed based on their use of InterGlobe services and network.

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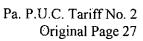
#### 3.2 Timing of Calls

Billing for calls placed over the InterGlobe network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call,
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- **3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, InterGlobe will reasonably issue credit for the call.

ISSUED:

ISSUED BY:



## 3.3 Rate Periods

The Company does not offer time-of-day discounts.

## 3.4 Calculation of Distance

The Company does not offer mileage-sensitive services.

## .3.5 Holidays

The Company does not offer Holiday discounts.

ISSUED:

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InterGlobe Communic



## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

## 3.6 Public Telephone Surcharge

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

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

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

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

	Minimum	Maximum
Rate per Call:	\$0.12	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate. \*\* HITC - Highest Interexchange Transporter Charge or Surcharge

ISSUED:

**ISSUED BY:** 





## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

#### 3.7 **Outbound Services**

#### 3.7.1 InterLATA Service Toll Plan 1

InterLATA Service Toll Plan 1 is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

	Minimum	Maximum
Rate per Minute:	\$0.02	HITDR*

\* HITDR - Highest Interexchange Transporter Daytime Rate.

\*\* HITC - Highest Interexchange Transporter Charge or Surcharge

ISSUED:

ISSUED BY:





#### 3.8 Toll Free Services

## 3.8.1 Switched Toll Free Plan 1

Switched Toll Free Plan 1 is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customerprovided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

	Minimum	Maximum
Rate per Minute:	\$0.02	HITDR*
Monthly Recurring Charge:	\$0.00	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

\*\* HITC - Highest Interexchange Transporter Charge or Surcharge

ISSUED:

**ISSUED BY:** 

InterGlobe Communic



## SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

## 3.9 Calling Card Service

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A per call charge applies in addition to a per minute charge.

Rate per Minute:	Minimum \$0.05	Maximum HITDR*
Rate per Call:	\$0.00	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

\*\* HITC - Highest Interexchange Transporter Charge or Surcharge

ISSUED:

**ISSUED BY:** 



#### 3.10 Directory Assistance

Directory Assistance is available to InterGlobe Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance:

	Minimum	Maximum
Rate per Call:	\$0.57	HITC**

#### Call Completion:

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

	Minimum	Maximum
Rate per Call:	\$0.57	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate.

\*\* HITC - Highest Interexchange Transporter Charge or Surcharge

ISSUED:

**ISSUED BY:** 



## 3.11 Operator Services

Operator Services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day, seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

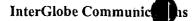
<u>Customer Dialed Calling/Credit Card Call</u> - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

<u>Operator Dialed Calling/Credit Card Call</u> - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

<u>Operator Station</u> - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

<u>Person-to-Person</u> - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

ISSUED:



## 3.11 Operator Services, (Cont'd.)

Usage Charges:

Rate per Minute:	Minimum \$0.20	Maximum HITDR*
Per Call Service Charges:		
	Minimum	Maximum
Customer Dialed Calling Card:	\$0.75	HITC**
Operator Dialed Calling Card:	\$0.75	HITC**
Collect, automated	\$2.50	HITC**
Collect, operator assisted	\$2.50	HITC**
Third Party Billed:	\$2.50	HITC**
Third Party Billed, operator assisted	\$2.50	HITC**
Person-to-Person:	\$4.50	HITC**

\* HITDR - Highest Interexchange Transporter Daytime Rate. \*\* HITC - Highest Interexchange Transporter Charge or Surcharge

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ISSUED:

**ISSUED BY:** 

EFFECTIVE:





## **SECTION 4 - PROMOTIONS**

#### 4.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at Company discretion.

## 4.2 **Promotions - General**

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

ISSUED:

ISSUED BY:

#### InterGlobe Communications

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EXHIBIT V

Financials

The Financial Statements of InterGlobe Communications are being filed under Seal as Confidential

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#### InterGlobe Communications

The custodian for the Company accounting records and supporting documentation is:

Al Mayerhoff, President InterGlobe Communications 101 Tyrellan Avenue Staten Island, New York 10309 Phone: 718-967-7280 Fax: 718-967-7282

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

Al Mayerhoff, President InterGlobe Communications 101 Tyrellan Avenue Staten Island, New York 10309 Phone: 718-967-7280 Fax: 718-967-7282



## MAY 2 6 2004

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMPARENT COMMISSION SECRETARY'S BUREAU

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In the Matter of the Application of InterGlobe Communications For Approval to Offer, Render, Furnish or Supply Telecommunications Services as a Facilities-Based Competitive Local Exchange Carrier and Interexchange Toll Reseller Within the Commonwealth of Pennsylvania

DOCKETNO. A-311328 A-311328F0002

## MOTION FOR A PROTECTIVE ORDER



COMES NOW, InterGlobe Communications ("InterGlobe") and with this motion moves for the Commission to enter a protective order prohibiting disclosure to the general public of any portion of the documents known as Financial Statements of InterGlobe, labeled Confidential. InterGlobe requests that the protective order specifically state that these documents be disclosed only to Staff members directly involved in this case, and that any pleading or other filings that incorporate, reference or attach the document or any portion thereof be submitted under SEAL.

As grounds for this motion, InterGlobe states that its Financial Statements contain information which is required to be submitted to the Commission as part of the Application of InterGlobe for a Certificate of Public Convenience, however, InterGlobe is a private, closely held corporation whose financial information is maintained as highly confidential and proprietary.

Public disclosure of this information would materially damage the competitive and financial positions of InterGlobe. Further, the public interest would be impaired by public disclosure of the information contained in the Financial Statements, in that any compromise of the competitive or financial positions of the Company, vis-a-vis its competitors, would ultimately work to the detriment of the consuming public.



WHEREFORE, InterGlobe Communications requests the entry of a Protective Order containing the terms and conditions set forth above, relative to the Financial Statements of InterGlobe, and for all other appropriate relief.

Respectfully Submitted,

Technologies Management, Inc. 210 North Park Avenue Winter Park, Florida 32789 Telephone: (407) 740-8575 Facsimile: (407) 740-0613

By:

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Carey Roesel Consultant to InterGlobe Communications

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

JUNE 1, 2004

CAREY ROESEL CONSULTANT TO INTERGLOBE COMMUNICATIONS TECHNOLOGIES MANAGEMENT INC PO DRAWER 200 WINTER PARK FL 32790-0200

Dear Ms Roesel:

Receipt is acknowledged of the Application of.InterGlobe Communications, to provide Telecommunications Services as an Interexchange Toll Reseller and a Coompetitive Local Exchange Carrier to the public in the Commonwealth of PA.

Upon review, the Application has been determined to be deficient for the following reasons:

List of 911 Coordinators contacted by the Applicant not included with the Application, as indicated.

Pursuant to 52 Pa. Code, §1.4, you are being advised of these deficiencies and required to correct them.

Failure to correct the foregoing deficiencies within 20 days of the date of this letter will result in the Application being returned as unfiled, pursuant to 52 Pa. Code, \$1.4(d).

Sincerely,

James of M: Multy

James J. McNulty Secretary

JJM:dbs



ORIGINAL RECEIVED

# JUL 2 0 2004

PA PUBLIC UTILITY COMMISSION

SECRETARY'S BUREAU

DOCUMENT

FOLDER

A-311328

210 N. Park Ave. Winter Park, FL 32789

P.O. Drawer 200 Winter Park, FL 32790-0200

Tel: 407-740-8575 Fax: 407-740-0613 tmi@tminc.com Application of **InterGlobe Communications** for Approval to Offer Facilities-Based Local Exchange and Resold Interexchange Telecommunications Services

Dear Mr. McNulty:

July 21, 2004

Mr. James J. McNulty Commission Secretary

Pennsylvania Public Utility Commission

Commonwealth Keystone Building

400 North Street, 3rd Floor Harrisburg, PA 17020

Overnight

Re:

Enclosed for filing is the original and three (3) copies of a signed affidavit and the 911 Coordinators list confirming that all 911 Coordinators in Pennsylvania were contacted via certified letter of InterGlobe's arrangements for the provisioning of 911 services.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575 or via email at croesel@tminc.com.

Sincerely,

Carey Roesel Consultant to InterGlobe Communications

Q,

CR/gs Enclosures

cc: Al Mayerhoff - InterGlobe file: InterGlobe – PA Local tms: paf0400b



VICTORIA A. OTTOMANELLI NOTARY PUBLIC, State of New York No. 010T5020959 Qualified in Richmond County Commission Expires ..... 12-6-05

day of

AFFIDAVIT: Attach to the Application an affidavit as follows:

## AFFIDAVIT

SS.

## PA PUBLIC UTILITY GUMMISSION SECRETARY'S BUREAU

State of	f New	York	

County of RICHMOND

22.

Al Mayerhoff, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President and Owner of InterGlobe Communications;

That [he/she] is authorized to and does make this affidavit for said corporation;

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

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

That InterGlobe Communications, the Applicant herein, asserts that it has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<u>www.puc.paonline.com</u>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies it has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

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

Sworn and subscribe before me this  $25^4$ 

DOCUMENT

FOLDER

Signature of official administering oath

My Commission expires \_\_\_\_\_

Month

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JUL 2 0 2004



## PA Emergency Management Agency 911 Program

## 911 Coordinators

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ABCDEFGHIJLMNPSTUVWY

## **Adams County Department of Emergency Services**

Donna Powers - 911 Coordinator 230 Greenamyer Lane Gettysburg, PA 17325-2313 Email: <u>dpowers@acc.pa.net</u> Office Phone: 717-334-8603 Fax: 717-334-1822

## Allegheny County Emergency Management Agency

Robert Harvey - 911 Coordinator 400 North Lexington Street Pittsburgh, PA 15208-2521 Email: <u>rharvey@county.allegheny.pa.us</u> Office Phone: 412-473-3372 Fax: 412-473-2589

## Allentown, City of

Joseph D Annibale - Department of Public Safety 1304 Fairview Street Allentown, PA 18102 Email: <u>dannibale@allentowncity.org</u> Office Phone: 610-437-7771 Additional Phone: 610-437-8715/8716 Fax: 610-437-8718

## **Armstrong County Emergency Management Agency**

Marie Mores - 911 Coordinator 450 East Market Street Kittanning, PA 16201-1409 Email: <u>armstrong911.mores@alltel.net</u> Office Phone: 724-548-3430 Fax: 724-548-3243

## **Beaver County Emergency Management Agency**

Vacant Vacant - 911 Coordinator 250 East End Avenue Beaver, PA 15009 Email: <u>kjoy@co.beaver.pa.us</u> Office Phone: 724-775-1700 Fax: 724-775-1163

## Bedford County Emergency Management Agency

Pam Cober - 911 Coordinator 130 Vondersmith Avenue Bedford, PA 15522 Email: <u>bedema@bedford.net</u> Office Phone: 814-623-1878 Fax: 814-623-0799



DOCUMENT FOI DFR





## Berks County Emergency Management Agency

Daphne Miller - 911 Coordinator 18th Floor 33 North 6th Street Reading, PA 19601 Email: <u>dmiller@countyofberks.org</u> Office Phone: 610-655-4901 Fax: 610-655-4999

## Bethlehem, City of

Frederick Mill - 911 Coordinator 10 East Church Street Bethlehem, PA 18018-6025 Email: <u>millfrep@bethlehem-pa.gov</u> Office Phone: 610-865-7187 Additional Phone: 610-865-7155 Fax: 610-865-7389

## **Blair County Emergency Management Agency**

Rodney Bohner - 911 Coordinator 615 4th Street Altoona, PA 16602 Email: <u>blair911@aasdcat.com</u> Office Phone: 814-940-5900 Fax: 814-940-5907

## **Bradford County Department of Emergency Services**

Karin Niemeyer - 911 Coordinator R. D. # 1 Box 179-C Towanada, PA 18848 Email: <u>bc911@mail.bradfordco.org</u> Office Phone: 570-265-9101 Fax: 570-265-4774 home.epix.net/~bcrema/

## **Bucks County Emergency Management Agency**

Brenton Wiggins - 911 Coordinator Administration Building Broad & Court Streets Doylestown, PA 18901 Email: <u>btwiggins@co.bucks.pa.us</u> Office Phone: 215-348-6626 Fax: 215-348-6689

## **Butler County Emergency Management Agency**

Frank Matis - 911 Coordinator 309 Sunnyview Circle Butler, PA 16001-3549 Email: <u>fmatis@co.butler.pa.us</u> Office Phone: 724-284-5211 Fax: 724-287-8024

## **Cambria County Department of Emergency Services**

Carol Peretin - 911 Coordinator 401 Candlelight Drive





## Suite 100

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Ebensburg, PA 15931 Email: <u>cperetin@co.cambria.pa.us</u> Office Phone: 814-472-2050 Fax: 814-472-1439

## **Cameron County Department of Emergency Services**

Kevin Johnson - 911 Coordinator 20 E. 5th Street Emporium, PA 15834 Email: <u>camoes@adelphia.net</u> Office Phone: 814-486-9352 Fax: 814-486-1139

## **Carbon County Emergency Management Agency**

Mary Kruzik - 911 Coordinator 1264 Emergency Lane Nequehoning, PA 18240 Email: <u>cc911mpk@ptd.net</u> Office Phone: 570-325-9123 Fax: 570-325-9121

## **Centre County Emergency Management Agency**

Dan Tancibok - 911 Coordinator Willowbank Office Building 420 Holmes Street Bellefonte, PA 16823 Email: <u>datancib@co.centre.pa.us</u> Office Phone: 814-355-6800 Fax: 814-355-6776

## **Chester County Department of Emergency Services**

Edward Atkins - 911 Coordinator Government Serivce Center 601 Westtown Road, Suite 12 West Chester, PA 19380-0990 Email: <u>eatkins@chesco.org</u> Office Phone: 610-344-5000 Fax: 610-344-5050

## **Clarion County Emergency Management Agency**

Marcie Emhoff - 911 Coordinator 421 Madison Road Clarion, PA 16214 Email: <u>memhoff@oes.clarion.pa.us</u> Office Phone: 814-226-1172

## **Clearfield County Department of Emergency Services**

Sharon Porter - 911 Coordinator 911 Leonard Street Clearfield, PA 16830-3245 Email: <u>911director@clearfieldco.org</u> Office Phone: 814-765-1407 Fax: 814-768-9920

## **Clinton County Emergency Management Agency**

Dennis Caprio - 911 Coordinator





22 Cree Drive

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Lock Haven, PA 17745 Email: <u>dcaprio@clintoncountypa.com</u> Office Phone: 570-893-4096 Fax: 570-893-4044

## **Columbia County Department of Emergency Services**

Irene Miller - 911 Coordinator Court House P.O. Box 380 Bloomsburg, PA 17815 Email: <u>imiller@columbiapa.org</u> Office Phone: 570-784-6300 Fax: 570-784-2975

## **Crawford County Emergency Management Agency**

Stephen Watt - 911 Coordinator 903 Diamond Park Meadville, PA 16335 Email: <u>swatt@co.crawford.pa.us</u> Office Phone: 814-724-8110 Fax: 814-724-2563

## **Cumberland County Office of Emergency Preparedness**

Theodore Wise - 911 Coordinator 1 Courthouse Square Carlisle, PA 17013 Email: <u>twise@ccpa.net</u> Office Phone: 717-240-6400 Fax: 717-245-8710 <u>www.ccpa.net/emergencypreparedness/default.html</u>

#### **Dauphin County Emergency Management Agency**

Robert Wentzel - 911 Coordinator 911 Gibson Boulevard Steelton, PA 17113-1988 Email: <u>rwentzel@dauphinc.org</u> Office Phone: 717-558-6800 Additional Phone: 717-896-2484 Fax: 717-558-6850 <u>www.dauphincounty.org/dauphin/cwp/browse.asp?a=1168&dauphinNav=|</u>

#### **Delaware County Emergency Services**

James Knapp - 911 Coordinator Government Center Building 360 N. Middletown Road Media, PA 19063-5594 Email: <u>knappj@co.delaware.pa.us</u> Office Phone: 610-891-5400 Fax: 610-891-5401

## Dubois, City of

Nicholas Shaginaw - 911 Coordinator 16 West Scribner Avenue DuBois, PA 15801 Office Phone: 814-371-2323



Fax: 814-375-2702

## Elk County Emergency Management Agency

Berniece Jarbeck - 911 Coordinator Court House P.O Box 448 Ridgway, PA 15853 Email: <u>bjarbeck@ncentral.com</u> Office Phone: 814-772-0006 Fax: 814-772-1697

## **Erie County Emergency Management Agency**

Joseph Weindorf - 911 Coordinator 1714 French Street Erie, PA 16501 Email: <u>jweindorf@ecema.org</u> Office Phone: 814-870-9934 Fax: 814-870-9930

## Fayette County Office of Emergency Management

Guy L. Napolillo - 911 Coordinator 24 East Main St., 4th Floor Uniontown, PA 15401 Email: <u>gnapolillo@fcema.org</u> Office Phone: 724-430-1277 Additional Phone: 724-430-9114 Fax: 724-430-1281

## Forest County Emergency Management Agency

Jack Kennedy - 911 Coordinator R. D. # 1 Tidioute, PA 16351 Email: <u>fcch@earthlink.net</u> Office Phone: 814-755-3541 Fax: 814-755-4404

## Franklin County Emergency Management Agency

Jerry Flasher - Franklin County EMS Court House 157 Lincoln Way East Chambersburg, PA 17201 Email: <u>jflasher@co.franklin.pa.us</u> Office Phone: 717-264-2813 Fax: 717-267-3493 www.angelfire.com/pa/franklin911

## **Fulton County Emergency Management Agency**

Lisa Sherman - 911 Coordinator 116 W. Market Street McConnellsburg, PA 17233 Email: <u>ema@fultoncntypa.org</u> Office Phone: 717-485-3717 Fax: 717-485-9421

## **Greene County Emergency Services**

Jo Lewis - 911 Coordinator 55 West Greene Street à



Waynesburg, PA 15370-8070 Office Phone: 724-852-5205 Fax: 724-627-5342

#### Huntingdon County Emergency Management Agency

John Harris - 911 Coordinator 530 Washington Street Huntingdon, PA 16652 Email: <u>jharris@huntingdonboro.com</u> Office Phone: 814-643-6821 Fax: 814-643-2644

#### **Indiana County Emergency Management Agency**

Paul R. Beatty - 911 Coordinator 85 Haven Drive Indiana, PA 15701 Email: <u>pbeatty@indianacounty.org</u> Office Phone: 724-349-9300 Fax: 724-465-3868 <u>ema.indianacounty.org/9-1-1/index.htm</u>

#### **Jefferson County Emergency Management Agency**

Charles P. Catanzarito - 911 Coordinator Emergency Services Building 560 Service Road Brookville, PA 15825 Email: <u>jefferson911@alltel.net</u> Office Phone: 814-849-3185 Fax: 814-849-1689

#### Juniata County Department of Emergency Services

Fred Naylor - 911 Coordinator PO Box 68 Mifflintown, PA 17059 Email: <u>fnaylor@co.juniata.pa.us</u> Office Phone: 717-436-2181 Fax: 717-436-7733 <u>www.co.juniata.pa.us/</u>

#### Lackawanna County Department of Emergency Services

Thomas K. Dubas - 911 Coordinator 200 Adams Avenue Scranton, PA 18503 Email: <u>dubast@lackawannacounty.org</u> Office Phone: 570-963-6700 Fax: 570-963-6529

#### Lancaster County Emergency Management Agency

Michael W. Weaver - 911 Coordinator 28 South Charlotte Street PO Box 219 Manheim, PA 17545-0219 Email: <u>mweaver@co.lancaster.pa.us</u> Office Phone: 717-664-1100 Fax: 717-664-1127

#### Lawrence County Emergency Management Agency

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Frank Jannetti - 911 Coordinator 110 E. Lincoln Street New Castle, PA 16101 Email: <u>lcema@co.lawrence.pa.us</u> Office Phone: 724-656-4927 Fax: 724-658-5760 <u>www.ccia.com/~lawco911</u>

#### Lebanon County Emergency Management Agency

Dan Kauffman - 911 Coordinator Room 12 County-City Building Lebanon, PA 17042 Email: <u>dan@lebanonema.org</u> Office Phone: 717-272-7621 Fax: 717-272-9509 www.lebanonema.org

#### Lehigh County Emergency Management Agency

Laurie R. Bailey - 911 Coordinator 455 West Hamilton Street Allentown, PA 18101 Email: <u>lauriebailey@lehighcounty.org</u> Office Phone: 610-782-3087 Fax: 610-782-3428 www.lehighema.org

#### Luzerne County Emergency Management Agency

Norbert R. O Donnell - 911 Coordinator 100 Young Street Wilkes-Barre, PA 18711-1001 Email: <u>nodonnel@epix.net</u> Office Phone: 570-826-3080 Fax: 570-826-3056 www.luzernecounty911.com

#### Lycoming County Department of Public Safety

Connie J. Turner - 911 Coordinator 542 County Farm Road Suite 101 Montoursville, PA 17754 Email: <u>connie\_turner.Lyco@lyco.org</u> Office Phone: 570-433-4461 Fax: 570-433-4435

#### **McKean County Emergency Management Agency**

Jim Lewis - 911 Coordinator 17013 Route 6 Smethport, PA 16749 Email: <u>mckenaco911@direcway.com</u> Office Phone: 814-887-5070 Fax: 814-887-4910

#### **Mercer County Department of Public Safety**

Russell Saylor - 911 Coordinator 205 South Erie Street





Mercer, PA 16137 Office Phone: 724-662-6100 x622

Fax: 724-662-6145

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www.mcc.co.mercer.pa.us/DPS/publicsafety.htm

## Mifflin County Emergency Services

Philip C. Lucus, Jr. - 911 Coordinator 20 North Wayne Street Lewistown, PA 17044 Email: <u>plucas@mifflinmail.com</u> Office Phone: 717-248-9645 Fax: 717-248-0300

#### **Monroe County Office of Emergency Services**

Gary Hoffman - 911 Coordinator 100 Gypsum Road Stroudsburg, PA 18360 Email: ghoffman@monroeco911.com Office Phone: 570-992-4500

#### **Montgomery County Office of Emergency Preparedness**

Stephen D. Keeley - 911 Coordinator 50 Eagleville Road Eagleville, PA 19403 Email: <u>skeeley@mail.montcopa.org</u> Office Phone: 610-631-6509 Fax: 610-631-6536 www.montcopa.org/eoc/EDS/Default.htm

#### **Montour County Emergency Management Agency**

Walter Peters, III - 911 Coordinator 30 Woodbine Lane Danville, PA 17821 Email: <u>montour@chilitech.net</u> Office Phone: 570-271-3045 Fax: 570-271-3078

#### **Northampton County Emergency Management Agency**

Richard Teasdale - 911 Coordinator Greystone Building R8 Gracedale Avenue Nazareth, PA 18064-9278 Email: <u>dteas@epix.net</u> Office Phone: 610-746-3194 Fax: 610-746-3199

#### **Northumberland County Emergency Management Agency**

Robert S. McCreary - Acting 911 Coordinator Department of Public Safety 911 Greenough Street, Suite 2 Sunbury, PA 17801 Email: <u>north911@evenlink.com</u> Office Phone: 570-988-4441 Fax: 570-988-4546

#### **Perry County Emergency Management Agency**

Larry Smeigh - 911 Coordinator

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PO Box 37 New Bloomfield, PA 17068 Email: <u>lsmeigh@perryco.org</u> Office Phone: 717-582-2131 x256 Fax: 717-582-5165

#### **Philadelphia Office of Emergency Management**

Joe James - 911 Coordinator Department of Public Safety Room 632, City Hall Philadelphia, PA 19102 Email: <u>Joseph.James@phila.gov</u> Office Phone: 215-686-4444 Fax: 215-686-9639

#### **Pike County Emergency Management Agency**

J. Bernard Smartwood - 911 Coordinator Administration Building 506 Broad Street Milford, PA 18337 Email: <u>911@pikepa.org</u> Office Phone: 570-296-3465 Fax: 570-296-3550

#### Pittsburgh, City of

John S. Rowntree - 911 Coordinator Emergency Operations Center 2925 Railroad Street Pittsburgh, PA 15201 Email: john.rowntree@city.pittsburgh.pa.us Office Phone: 412-255-2916 Additional Phone: 412-255-2293 Fax: 412-255-4721 www.city.pittsburgh.pa.us/ps/

#### **Potter County Department of Emergency Services**

John P. Hetrick - 911 Coordinator 24 Maple View Lane Coudersport, PA 16915 Email: <u>potterema@adelphia.net</u> Office Phone: 814-274-8900 Fax: 814-274-8901

#### Schuylkill County Emergency Management Agency

John Mercuri - 911 Coordinator 435 North Centre Street Pottsville, PA 17901 Email: <u>jmercuri@co.schuylkill.pa.us</u> Office Phone: 570-621-9911 Fax: 570-621-9999 www.scema.org/

## **Snyder County Emergency Services**

William Michaels - 911 Coordinator RR #1 Box 130-K Fax: 570-837-1859

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Selinsgrove, PA 17870 Email: <u>wmichael@snydercounty.org</u> Office Phone: 570-372-0535

#### **Somerset County Department of Emergency Services**

David L. Fox - 911 Coordinator 111 East Union Street Somerset, PA 15501 Email: <u>fox@co.somerset.pa.us</u> Office Phone: 814-445-1525 Fax: 814-443-1090

#### Sullivan County Emergency Management Agency

Merri A. Montgomery - 911 Coordinator Court House Laporte, PA 18626 Email: <u>suldes@epix.net</u> Office Phone: 570-946-5010 Fax: 570-946-4122

#### Susquehanna County Emergency Management Agency

Dawn Watson - 911 Coordinator 31 Public Avenue Montrose, PA 18801 Email: <u>911@susq911.com</u> Office Phone: 570-278-4600 x250 Fax: 570-278-9269

#### **Tioga County Department of Emergency Services**

David R. Cohick - 911 Coordinator Court House 118 Main Street Wellsboro, PA 16901 Email: <u>tclepc@epix.net</u> Office Phone: 570-724-9110 Fax: 570-724-6819

#### **Union County Emergency Services**

Thomas W. Hess - 911 Coordinator 103 South Second Street Lewisburg, PA 17837-1996 Email: <u>thess@unionco.org</u> Office Phone: 570-523-3201 Fax: 570-524-8720

#### Venango County Emergency Services Center

Richard J. Graff - 911 Coordinator 1052 Grandview Drive Oil City, PA 16301 Email: graff@csonline.net Office Phone: 814-677-0325 Fax: 814-677-7459

## Warren County Emergency Management Agency

Kenneth Klakamp - 911 Coordinator Court House Ŧ

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333 Hickory Street Warren, PA 16365 Email: <u>kklakamp@warren-county.net</u> Office Phone: 814-723-8478 Fax: 814-723-7895

#### **Washington County Department of Public Safety**

Jeffrey A. Yates - 911 Coordinator 100 West Beau Street C-1 Washington, PA 15301 Email: <u>yatesj@wc.co.washington.pa.us</u> Office Phone: 724-228-6911 Fax: 724-223-4706

## Wayne County Emergency Management Agency

Marty Hedgelon - 911 Coordinator Courthouse Annex Honesdale, PA 18431-1996 Email: <u>martyhedgelon@hotmail.com</u> Office Phone: 570-253-9458 Fax: 570-273-2943

## Westmoreland County Department of Public Safety

Joseph Niedzalkoski - 911 Coordinator 911 Public Safety Road Greensburg, PA 15601 Email: <u>jniedzal@co.westmoreland.pa.us</u> Office Phone: 724-830-3007 Fax: 724-830-3666

## Wyoming County Emergency Management Agency

Chuck Story - 911 Coordinator 880 SR-6 West Tunkhannock, PA 18657 Email: <u>chief140@prodigy.net</u> Office Phone: 570-836-6161 Fax: 570-836-8887

## York County Emergency Management Agency

Audrey Rychalsky - 911 Coordinator 108 Pleasant Acres Road York, PA 17402 Email: <u>arrychalsky@york-county.org</u> Office Phone: 717-840-2353 Fax: 717-840-7553

Content Last Modified on 4/16/2004 1:44:54 PM

## COMMONWEALTH OF PENNSYLVANIA

DOCUMENT

FOLDER

## DATE: July 23, 2004

- SUBJECT: A-311328 A-311328F0002
- TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary

## Application of INTERGLOBE COMMUNICATIONS

We attach hereto a copy of the Application of InterGlobe Communications, for approval to provide telecommunication services as an Interexchange Reseller and a Competitive Access Provider to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

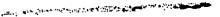
The Protest period for this application expired June 10, 2004.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

dbs

Attachment





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

IN REPLY PLEASE REFER TO OUR FILE A-311328 A-311328F0002

CAREY ROESEL CONSULTANT TO INTERGLOBE COMMUNICATIONS TECHNOLOGIES MANAGEMENT INC PO DRAWER 200 WINTER PARK FL 32790-0200

DOCUMENT FOLDER

Dear Mr. Roesel:

Please be advised that the Application of InterGlobe Communications to provide telecommunications services as an Interexchange Reseller and a Competitive Access Provider Carrier to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

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

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

Sincerely,

Jomes J Mª Multi

James J. McNulty Secretary

JJM:dbs

CC:

Janet Tuzinski-FUS AI Mayerhoff, President, InterGlobe Communications

