

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 03/04/99
8. DOCKET NO: A-310814 F0002	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: US LEC OF PENNSYLVANIA INC

COMP/APP COUNTY:

UTILITY CODE: 310814

ALLEGATION OR SUBJECT

APPLICATION OF US LEC OF PENNSYLVANIA INC. FOR APPROVAL TO OFFER, RENDER, FURNISH, OR SUPPLY TELECOMMUNICATIONS SERVICES AS A COMPETITIVE LOCAL EXCHANGE CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT  
FOLDER

DOCKETED  
MAY 03 1999

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: FUS :  
 3. SECTION(S) : 4. PUBLIC MEETING DATE:  
 5. APPROVED BY: : 00/00/00  
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 CARRIER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.....

.....11/05/99 JOINT PETITION OF BELL ATLANTIC-PENNSYLVANIA, INC. AND US LEC OF  
 PENNSYLVANIA, INC. FOR APPROVAL OF AN INTERCONNECTION AGREEMENT UNDER SECTION  
 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT  
FOLDER

DOCKETED  
NOV 10 1999

EEF



Dilworth Paxson  
To: Mr. James McNulty, Secretary

Page 2

If you have any questions concerning this filing please do not hesitate to contact me.

Very truly yours,

*Linda C. Smith*

Linda C. Smith

LCS/hjg  
Enclosures

cc: Certificate of Service

RECEIVED  
99 MAR -4 PM 12:18  
P.A. P.U.C.  
SECRETARY'S BUREAU

DILWORTH PAXSON LLP  
LAW OFFICES  
ORIGINAL

DIRECT DIAL NUMBER:  
(717) 236-4812

Linda C. Smith

March 5, 1999

Mr. James McNulty, Secretary  
PA Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105

RECEIVED  
99 MAR -5 AM 11:38  
P.A.P.U.C.  
SECRETARY'S BUREAU

Re: Application of US LEC of Pennsylvania Inc. for approval to offer, render, furnish, or supply telecommunications services as a Competitive Local Exchange Provider to the public in the Commonwealth of Pennsylvania. Docket No. A-310814 F0002

Application of US LEC of Pennsylvania Inc. for approval to offer, render furnish, or supply telecommunications services as an Interexchange Carrier to the public in the Commonwealth of Pennsylvania. Docket No. A-

Application of US LEC of Pennsylvania Inc. for approval to offer, render, furnish, or supply telecommunications services as a Reseller and Facilities Based Provider of Toll Services in the Commonwealth of Pennsylvania Docket No. A-

Dear Mr. McNulty:

Enclosed for filing please find the original and three (3) copies of a Petition for a Protective Order.

If you have any questions concerning this filing please do not hesitate to contact me.

Very truly yours,

Linda C. Smith

LCS/hjg  
Enclosures

cc: Certificate of Service

305 N. FRONT STREET • SUITE 403 • HARRISBURG PA 17101-1236  
(717) 236-4812 • FAX (717) 236-7811 • www.dilworthlaw.com

orig non-conf. old  
~~interchange~~

**BEFORE THE PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

Application of US LEC of Pennsylvania Inc. :  
for approval to offer, render, furnish, or supply :  
telecommunications services as a Competitive : Docket No. A- 310814 F0002  
Local Exchange Provider to the public in the :  
Commonwealth of Pennsylvania. :

Application of US LEC of Pennsylvania Inc. :  
for approval to offer, render, furnish, or supply : Docket No. A-  
telecommunications services as an Interexchange :  
Carrier to the public in the :  
Commonwealth of Pennsylvania. :

Application of US LEC of Pennsylvania Inc. :  
for approval to offer, render, furnish, or supply : Docket No. A-  
telecommunications services as a Reseller :  
and Facilities Based Provider of Toll Services :  
in the Commonwealth of Pennsylvania. :

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P.A.P.U.C.  
SECRETARY'S BUREAU

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

US LEC of Pennsylvania Inc.  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, North Carolina 28202  
704-319-1000  
704-319-1345

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None.

DOCUMENT  
FOLDER

DOCKETED  
MAY 03 1999

2. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Linda C. Smith, Esq.  
305 N. Front Street  
Suite 403  
Harrisburg, PA 17101-1236  
Ph: (717) 236-4812  
Fax: (717) 236-7811

Gary D. Grefrath  
Executive Vice President-Administration  
US LEC Corp.  
Transamerica Square  
401 N. Tryon Street,  
Suite 1000  
Charlotte, North Carolina 28202  
Ph: (704) 319-1112  
Fax: (704) 319-1345

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99 MAR -1, PM 12: 28  
PA.P.U.C.  
SECRETARY'S BUREAU

3. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

Linda C. Smith, Esq.  
305 N. Front Street  
Suite 403  
Harrisburg, PA 17101-1236  
Ph: (717) 236-4812  
Fax: (717) 236-7811

Aaron D. Cowell, Jr.  
US LEC Corp.  
Transamerica Square  
401 N. Tryon Street,  
Suite 1000  
Charlotte, North Carolina 28202  
Ph: 704-319-1117  
Fax: 704-319-3098

4. **FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a foreign corporation (15 Pa. C.S. §4124)

Exhibit I contains the Articles of Incorporation of US LEC of Pennsylvania Inc.

Exhibit II contains the Certificate of Authority of US LEC of Pennsylvania Inc. to transact business in Pennsylvania

The names of the officers of US LEC of Pennsylvania, Inc. and its parent corporation are listed below.

US LEC of Pennsylvania Inc. is guided by a sophisticated and highly able management team that includes individuals who have distinguished themselves over the past two decades in executive positions at the top communications firms in America. Exhibit III contains the biographies of the following officers:

Richard T. Aab, Chairman and Chief Executive Officer.

Aaron D. Cowell, Jr. Executive Vice President, General Counsel and Secretary.

Tansukh V. Ganatra, President and Chief Operating Officer.

Michael K. Robinson, Executive Vice President-Finance and Chief Financial Officer.

David C. Conner, Executive Vice President- Engineering and Chief Technical Officer.

Gary D. Grefrath, Executive Vice President- Administration.

Craig K. Simpson, Executive Vice President- Sales.

Exhibit III contains the biographical information of the management team.

All officers can be located at the corporate address:

US LEC Corp.  
Transamerica Square  
401 N. Tryon Street  
Suite 1000  
Charlotte, NC 28202

The Applicant is incorporated in the state of North Carolina.

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

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

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:**

- ✓ Affiliate(s) of the Applicant rendering public utility service in any jurisdiction other than Pennsylvania are:
  - US LEC of North Carolina Inc. (operating in North Carolina)
  - US LEC of Georgia Inc. (operating in Georgia)
  - US LEC of Tennessee Inc. (operating in Tennessee)
  - US LEC of Florida Inc. (operating in Florida)
  - US LEC of South Carolina Inc.(not yet operating )
  - US LEC of Virginia L.L.C. (not yet operating)
  - US LEC of Alabama Inc. (not yet operating)

All affiliates can be reached at the address of the parent corporation US LEC Corp. as set forth below:

US LEC Corp.  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, North Carolina 28202

8. **TRANSACTIONS WITH AFFILIATES:**

US LEC of Pennsylvania will have a separate and distinct sales and switch technician force, but its accounting, regulatory, marketing, engineering, financial and upper management support will come from its corporate parent (US LEC Corp.). No other affiliate of US LEC will provide any material assistance or have material dealings.

9. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

✓ The Applicant is not presently doing business in Pennsylvania as a public utility.

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

✓ Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.

✓ Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.

✓ Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.

11. **PROPOSED SERVICES:** Describe the services which the Applicant proposes to offer.

Applicant seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange (including interLATA and intraLATA) telecommunications services throughout the Commonwealth through the use of facilities that Applicant will deploy, through the resale of services and facilities of Bell Atlantic-Pennsylvania, other local exchange carriers or competitive access providers, or through some combination thereof. Local exchange service will be limited to non rural areas only.

12. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services.

Applicant seeks to offer or resell local exchange and exchange access telecommunications services throughout the service territories of Bell Atlantic-

Pennsylvania, Inc. GTE North, Inc. and all other territories not designated as rural, or which have a rural exemption. Interexchange service will be offered throughout the Commonwealth of Pennsylvania. Service will initially be offered in such as the Philadelphia MSA and nearby areas and will expand to other locations. Areas to be served will be set forth in more detail in Applicant's final tariff.

At the present time the applicant asserts that it will not be a rural telephone company.

13. **MARKET:** Describe the customer base to which the Applicant proposes to market its services.

Applicant will market to business customers. Residential customers will be served where facilities are located and in accordance with the services and rates set forth in the tariff.

14. **INITIAL TARIFF:**

Exhibit IV contains Applicant's proposed Initial Tariff.

15. **FINANCIAL:** Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

Applicant is capitalized through its parent corporation, US LEC Corp. US LEC Corp. is capitalized through the issuance of debt and two classes of common stock.

Exhibit V contains US LEC Corp.'s financial statements: US LEC Corp.'s most recent 10-Q, and a projected income statement for the US LEC of Pennsylvania operation within the Commonwealth of Pennsylvania. The projected income statement is confidential and a request for confidential treatment is being filed simultaneously with this application.

The name, title, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

Michael K. Robinson  
Chief Financial Officer  
Executive Vice President-Finance  
US LEC Corp.  
Transamerica Square  
401 N. Tryon Street,  
Suite 1000

Charlotte, North Carolina 28202  
Ph: (704) 319-1114  
Fax: (704) 319-1345

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

US LEC Corp.  
Transamerica Square  
401 N. Tryon Street,  
Suite 1000  
Charlotte, North Carolina 28202

16. **START DATE:** The Applicant proposes to begin offering services in fourth quarter 1999.
  
17. **FURTHER DEVELOPMENTS:** There are no 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. The Applicant understands it is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing public utility service within the Commonwealth.

18. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, a copy of the signed and verified Application with attachments were served on the following:

Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg PA 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Trial Staff — 1 copy  
Office of Special Assistants — 1 copy  
Bureau of Consumer Services — 1 copy  
Bureau of Fixed Utility Services — 1 copy  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Bell Atlantic-Pennsylvania, Inc.  
1717 Arch Street 32-NW  
Philadelphia, PA 19103

GTE North, Inc.  
212 Locust Street, Suite 600  
Harrisburg, PA 17108

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, a Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Exhibit VI contains Applicant's Proof of Service.

19. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

**AFFIDAVIT**

State of North Carolina :

ss.

County of Mecklenburg :

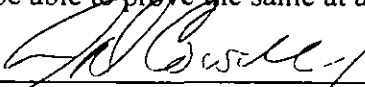
Aaron D. Cowell, Jr., Affiant, being duly sworn according to law, deposes and says that:

He is the Executive Vice President, General Counsel and Secretary of US LEC of Pennsylvania Inc. and he is authorized to and does make this affidavit for said corporation;

That US LEC of Pennsylvania Inc., 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 US LEC of Pennsylvania Inc., 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 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.

  
Aaron D. Cowell, Jr.

Sworn and subscribed before me this

2nd day of March, 1994.

  
Signature of official administering oath

My commission expires June 12, 2003

20. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** The applicant does not claim a particular status pursuant to the Telecommunications Act of 1996.

21. **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 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.

Neither US LEC Corp. or US LEC of Pennsylvania Inc. or any affiliate or any person identified in this application has been convicted of a crime involving fraud or similar activity.

22. **CONTACT FOR RESOLVING COMPLAINTS:** Provide the name, address, telephone number, and FAX number for 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.

Contact:

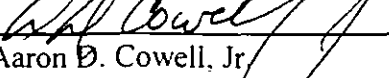
Linda C. Smith, Esq.  
305 N. Front Street  
Suite 403  
Harrisburg, PA 17101-1236  
Ph: (717) 236-4812  
Fax: (717) 236-7811

Gary D. Grefrath  
US LEC Corp.  
Transamerica Square  
401 N. Tryon Street,  
Suite 1000  
Charlotte, North Carolina 28202  
Ph: 704-319-1112  
Fax: 704-319-1345

23. **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.

24. **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: US LEC of Pennsylvania Inc.

By:   
Aaron D. Cowell, Jr

Title: \_\_\_\_\_  
Executive Vice President,  
General Counsel and Secretary

VERIFICATION

State of North Carolina :

ss.

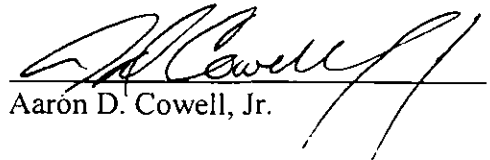
County of Mecklenburg :

Aaron D. Cowell, Jr., Affiant, being duly sworn according to law, deposes and says that:

He is the Executive Vice President, General Counsel and Secretary of US LEC of Pennsylvania Inc.

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.

  
Aaron D. Cowell, Jr.

Sworn and subscribed before me this 2nd day of March, 1999.

  
Signature of official administering oath

My commission expires June 12, 2003

**EXHIBIT I**  
**Articles of Incorporation of**

# STATE OF NORTH CAROLINA



Department of The  
Secretary of State

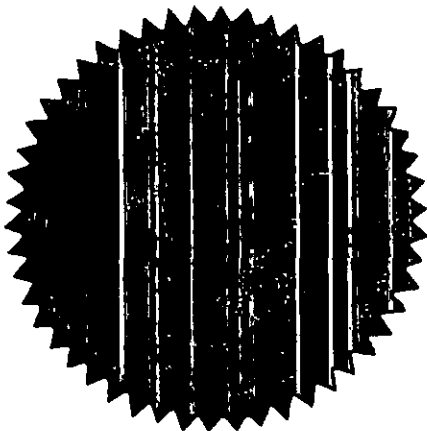
To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION  
OF  
US LEC OF PENNSYLVANIA INC.

*the original of which was filed in this office on the 8th day of December, 1998.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 8th day of December, 1998.*



*Elaine F. Marshall*

Secretary of State

983419069

C. 0478079

ARTICLES OF INCORPORATION  
OF  
US LEC OF PENNSYLVANIA INC.

FILED

10:45 AM  
DEC 08 1998

EFFECTIVE  
ELAINE F. MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

The undersigned adopts these Articles of Incorporation for the purpose of forming a business corporation under and by virtue of the laws of the State of North Carolina.


1. The name of the corporation shall be US LEC of Pennsylvania Inc.
2. The corporation shall have authority to issue one hundred thousand (100,000) shares of Common Stock having a par value of one cent (\$.01) per share.
3. The street address, mailing address and county of the initial registered office of the corporation in North Carolina are Transamerica Square, Suite 1000, 401 North Tryon Street, Charlotte, Mecklenburg County, North Carolina 28202; and the name of the initial registered agent at such address is Aaron D. Cowell, Jr.

4. The name and address of the incorporator are:

<u>Name</u>	<u>Address</u>
Aaron D. Cowell, Jr.	Transamerica Square, Suite 1000 401 North Tryon Street Charlotte, NC 28202

5. A director of the corporation shall not be personally liable for monetary damages for breach of any duty as a director except and only to the extent applicable law restricts the effectiveness of this provision. Any repeal or modification of this article shall be prospective only and shall not diminish the rights or expand the personal liability of a director of the corporation with respect to any act or omission occurring prior to the time of such repeal or modification.

This 3rd day of December, 1998.

  
\_\_\_\_\_  
Aaron D. Cowell, Jr. INCORPORATOR

Officers and Directors of  
US LEC of Pennsylvania Inc.

Name and Address:

Offices:

Richard T. Aab  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Chairman and Chief Executive Officer and Director

Tansukh V. Ganatra  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

President, Chief Operating Officer and Assistant  
Secretary

Michael K. Robinson  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Executive Vice President – Finance and Chief  
Financial Officer

Aaron D. Cowell, Jr.  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Executive Vice President, General Counsel and  
Secretary

Gary D. Grefrath  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Executive Vice President – Administration

Michael Simmons  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Executive Vice President – Corporate Development

David C. Conner  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Executive Vice President – Engineering and  
Operations and Chief Technical Officer

Craig K. Simpson  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Executive Vice President – Sales

Ronald F. Morgan  
Transamerica Square  
401 N. Tryon Street, Suite 1000  
Charlotte, NC 28202

Vice President – New Markets

EXHIBIT II

JAN 29 1999

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number \_\_\_\_\_

*Kim D'Amico*  
Secretary of the Commonwealth

ACTING

APPLICATION FOR CERTIFICATE OF AUTHORITY  
DSCB:15-4124/6124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: US LEC of Pennsylvania Inc.

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):  
\_\_\_\_\_

3. (If the name set forth in Paragraph 1 is not available for use in this Commonwealth, complete the following):  
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:  
\_\_\_\_\_

This corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

North Carolina

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

401 N. Tryon Street, Suite 1000, Charlotte, North Carolina 28202, Mecklenburg  
Number and Street                      City                      State                      Zip                      County

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) \_\_\_\_\_  
Number and Street                      City                      State                      Zip                      County

(b) c/o: C T Corporation System  
Name of Commercial Registered Office Provider                      County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

7. (Check one of the following):

(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 a Certificate of Authority to be signed by a duly authorized officer this 6th day of January, 1999.

US LEC of Pennsylvania Inc.

(Name of Corporation)

BY: Aaron D. Cowell, Jr.

Aaron D. Cowell, Jr. (Signature)

TITLE: Executive Vice President

# STATE OF NORTH CAROLINA



Department of The  
Secretary of State

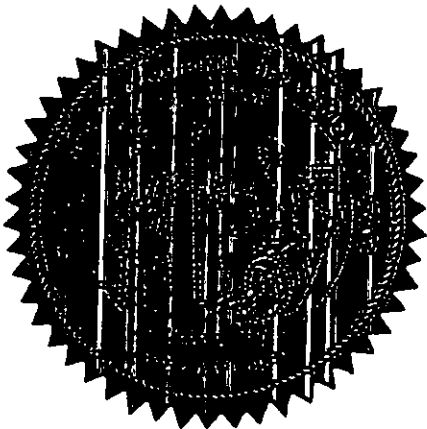
## CERTIFICATE OF EXISTENCE

I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify that

**US LEC OF PENNSYLVANIA INC.**

*is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 8th day of December, 1998, with its period of duration being perpetual.*

I **FURTHER** certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



*IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 6th day of January, 1999.*

*Elaine F. Marshall*

Secretary of State

Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number \_\_\_\_\_

Secretary of the Commonwealth

APPLICATION FOR CERTIFICATE OF AUTHORITY  
DSCB:15-4124/6124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

- The name of the corporation is: US LEC of Pennsylvania Inc.
- The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):  
\_\_\_\_\_
- (If the name set forth in Paragraph 1 is not available for use in this Commonwealth, complete the following):  
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:  
\_\_\_\_\_

This corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

- The name of the jurisdiction under the laws of which the corporation is incorporated is:  
North Carolina
- The address of its principal office under the laws of the jurisdiction in which it is incorporated is:  
401 N. Tryon Street, Suite 1000, Charlotte, North Carolina 28202, Mecklenburg  
Number and Street                      City                      State                      Zip                      County
- The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:  
(a) \_\_\_\_\_  
Number and Street                      City                      State                      Zip                      County  
Philadelphia  
(b) c/o: C T Corporation System  
Name of Commercial Registered Office Provider                      County

JUN 29 90

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

7. (Check one of the following):

(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 a Certificate of Authority to be signed by a duly authorized officer this 6th day of January, 1999.

US LEC of Pennsylvania Inc.  
(Name of Corporation)

BY: *Aaron D. Cowell, Jr.*  
Aaron D. Cowell, Jr. (Signature)

TITLE: Executive Vice President

DOCKETING STATEMENT DSC 134A (Rev 96)  
DEPARTMENTS OF STATE AND REVENUE

THIS FORM MUST ACCOMPANY A FILING

BUREAU USE ONLY:

Dept of State Entity Number \_\_\_\_\_

Revenue Box Number \_\_\_\_\_

Filing Period \_\_\_\_\_ Date 3 4 5 \_\_\_\_\_

SIC \_\_\_\_\_ Report Code \_\_\_\_\_

This form (file in triplicate) and all accompanying documents shall be mailed to:  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
CORPORATION BUREAU  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722

Check proper box:

- Pa. Business-stock       Pa. Business-nonstock       Pa. Business-Management       Pa. Professional
- Pa. Business-statutory close       Pa. Business-cooperative       Pa. Nonprofit-stock       Pa. Nonprofit-nonstock
- Foreign-business       Foreign-nonprofit       Motor Vehicle for Hire       Insurance
- Foreign-Certificate of Authority to D/B/A \_\_\_\_\_
- Business Trust
- Pa. Limited Liability Company       Pa. Restricted Professional Limited Liability Company
- Foreign Limited Liability Company       Foreign Restricted Professional Limited Liability Company

Entity registering as a result of (check box):

- Incorporation (Pa.)       Domestication       Consolidation
- Authorization of a foreign association       Division       Summary of Record
- Organization (Pa.)

1. Name of entity: US LEC of Pennsylvania Inc.

2. Location of (a) initial registered office in Pennsylvania or (b) the name and county of the commercial registered office provider.

(a) \_\_\_\_\_  
 Number and Street/RD number and Box      City      State      Zip code      County

(b) c/o: C T Corporation System      Philadelphia County  
 Name of commercial registered office provider      County

3. State or Country of Incorporation/Organization: North Carolina

4. Specified effective date, if applicable: N/A

5. Federal Identification Number: 56-2117625

6. Describe principal Pennsylvania activity to be engaged in, within one year of this application date: telecommunications provider

7. Names, residences and social security numbers of the chief executive officer, secretary and treasurer or individual responsible for maintaining financial records:

Name	Address	Title	Social Security #
Michael K. Robinson	17324 Wavecrest Court Cornelius, NC 28031	Executive Vice President-Finance and Chief Financial Officer	

If a professional entity, include officer's professional license numbers with the respective Pennsylvania Professional Board.

8. Location of principal place of business:

401 N. Tryon Street, Suite 1000, Charlotte, North Carolina 28202			
Number and Street/RD number and Box	City	State	Zip

9. Mailing address if different than #8 (Location where correspondence, tax report form, etc. are to be sent):

Number and Street/RD number and Box	City	State	Zip

10. This entity is organized or incorporated under the General Association Act of 1988. (Not applicable if a foreign entity)

11. Act of General Assembly or authority under which you are organized or incorporated (foreign entity only):

North Carolina Business Corporation Act

12. Date and state of incorporation or organization (foreign entity only): 12/8/98, North Carolina

13. Date business started in Pennsylvania (foreign entity only): Upon Qualification

14. Is the entity authorized to issue capital stock?  YES  NO

15. Entity's fiscal year ends: December 31

16. Has the association solicited or does it intend to solicit contributions with the Commonwealth of Pennsylvania?  YES  NO  
If Yes, provide date solicitation commenced or will commence: \_\_\_\_\_

This statement shall be deemed to have been executed by the individual who executed the accompanying submittal. See 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).

### Instructions for Completion of Form:

- A. A separate completed set of copies of this form shall be submitted for each entity or registration resulting from the transaction.
- B. The Bureau of Corporation Taxes in the Pennsylvania Department of Revenue should be notified of any address changes. Notification should be sent to the Account Maintenance, Bureau of Corporation Taxes, Pa. Department of Revenue, Dept. 280901, Harrisburg, PA 17128-0901.
- C. All Pennsylvania corporate tax reports, except those for motor vehicle for hire, must be filed with the Commonwealth on the same fiscal basis as filed with the U.S. government. Motor vehicle for hire, i.e., gross receipts tax reports, must be filed on a calendar year basis only.
- D. The disclosure of the social security numbers of the corporate officers in Paragraph 7 is voluntary. The numbers are used to assure the proper identification of corporation officers by the Department of Revenue in accordance with the Fiscal Code.

**EXHIBIT III**  
***Biographies of the Officers of US LEC Corp.***



<a href="#">Who is USLEC?</a>
<a href="#">Why USLEC for your Business?</a>
<a href="#">USLEC News</a>
<a href="#">Employment</a>
<a href="#">USLEC Timeline</a>

US LEC was founded in 1996 by two industry visionaries, who recognized the benefits of competition in telecommunications. Since then US LEC has assembled an expert management team that averages over 15 years of industry experience. This management team works diligently to ensure that businesses enjoy the benefits of an alternative, competitive telecommunications solution.

### **Management Biographies**

[RICHARD T. AAB, Chairman and Chief Executive Officer](#)

[TANSUKH V. GANATRA, President and Chief Operating Officer](#)

[MICHAEL K. ROBINSON, Executive Vice President-Finance and Chief Financial Officer](#)

[DAVID C. CONNER, Executive Vice President-Engineering and Chief Technical Officer](#)

[AARON D. COWELL, Jr., Executive Vice President, General Counsel and President - NC, GA & TN](#)

[GARY D. GREFRATH, Executive Vice President-Administration](#)

[CRAIG K. SIMPSON, Executive Vice President-Sales and President - FL](#)

### **RICHARD T. AAB, Chairman and Chief Executive Officer**



Richard T. Aab has extensive experience in introducing competition into certain segments of the telecommunications industry. In 1996, he co-founded and is Chairman and Chief Executive Officer of US LEC Corp. (NASDAQ: CLEC), a rapidly growing competitive local exchange carrier headquartered in Charlotte, North Carolina. US LEC is a new breed of local telephone company that challenges the practices of established telcos and competes in delivering high quality local, long distance and enhanced services to large and mid-sized business customers throughout the Southeastern United States.

Prior to joining US LEC, Aab founded and was for 14 years Chairman, Chief Executive Officer of ACC Corp., a highly successful publicly owned telecommunications services company headquartered in Rochester, New York. ACC (previously NASDAQ: ACCC) was acquired for over \$1.1 billion in 1998 and is now part of AT&T (NYSE: T). Aab's commitment to ACC built a company approaching \$500 million in revenues, employing over 1,000 people, and which today provides worldwide delivery of local and long distance international and Internet services to customers across North America and Western Europe.

[Back to Management Team](#)

### **TANSUKH V. GANATRA, President and Chief Operating Officer**



Tansukh V. Ganatra co-founded US LEC in June 1996 and has served in the positions listed above or their equivalents since that time. Mr. Ganatra is a specialist in the field of intelligent switching technology and transport network systems. At various times over a ten year period, Mr. Ganatra served as president and chief operating officer, president of the long distance division and vice president of engineering and operations of ACC Corp. Prior to joining ACC Corp., Mr. Ganatra held various positions during a 19-year career with Rochester Telephone Corp. (now Frontier Corp.), culminating with the position of director of network engineering. In that capacity, he was responsible for all engineering aspects of analog/digital switching equipment and traffic engineering functions comprised of over 450,000 lines/120,000 trunks, TSPS (Traffic Service Positioning System), #1ESS (Electronic Switching System), 4ESS (toll) and 5ESS (local and enhanced) Lucent switches. Furthermore, he was responsible for PBX, circuit equipment provisioning and transmission facilities (including fiber optics, microwave and analog copper facilities) to accommodate the above networks.

[Back to Management Team](#)

### **MICHAEL K. ROBINSON, Executive Vice President-Finance and Chief Financial Officer**



Michael K. Robinson has over 14 years of telecommunications experience. Prior to joining US LEC in July, 1998, Mr. Robinson held various positions with the Telecom sector of Alcatel Alsthom, a \$30+ billion company headquartered in Paris, France. He was Executive Vice President and Chief Financial Officer of Alcatel Data Networks, developers and manufacturers of wide area network data switching equipment for carrier and enterprise solutions. In that position, he was responsible for financial controls, treasury, contracts management, information systems and facilities. He was also responsible for the worldwide financial operations of the Enterprise and Data Networking division for Alcatel Alsthom. From 1989 to 1995, Mr. Robinson was Vice President and Chief Financial Officer with Alcatel Network Systems. He also has held management positions with Windward International and Siecor Corp. Mr. Robinson holds a degree in Economics and Business from Emory & Henry College in Virginia, and an MBA from the Babcock School of Management at Wake Forest University.

Back to Management Team

**DAVID C. CONNER, Executive Vice President-Engineering and Chief Technical Officer**



David C. Conner has over 12 years of telecommunications management and technical operations experience. Prior to joining US LEC in November 1996, Mr. Conner served in various positions with Rochester Telephone Corp. (now Frontier Corp.) and ACC Corp. Mr. Conner joined Rochester Telephone Corp. in 1985 and held several positions in operations and management information systems. He had significant responsibility in the development of operational support systems related to alarm system management and improving automation, the development and operation of its network control center, and, coordination of installation and repair of facilities.

Mr. Conner joined ACC Corp. in 1990 and, until joining US LEC, he served ACC Corp. in various capacities including vice president of engineering and operations for one of its cellular operations and operations director for its long distance operations in the United Kingdom. In these various positions, his responsibilities included facilities installation, switch operations design, microwave systems implementation, network planning and costs, switch operations, engineering, network operations, maintenance, network security and the network operations support group.

Back to Management Team

**Aaron D. Cowell, Jr., Executive Vice President, General Counsel and President - NC, GA & TN**



Aaron D. Cowell joined US LEC in June, 1998, after 11 years with Moore & Van Allen, PLLC, a large Charlotte, NC, law firm. A partner in the firm, Mr. Cowell's focus was on business and transactional law, specializing in mergers and acquisitions. At Moore & Van Allen, he represented US LEC since its initial incorporation in 1996. He has been involved in numerous operating areas of US LEC's business and legal affairs, including its IPO in April, 1998. Mr. Cowell is a graduate of Duke University with degrees in Economics and Political Science; he is a magna cum laude graduate of Harvard Law School.

Back to Management Team

**GARY D. GREFRATH, Executive Vice President-Administration**



Gary D. Grefrath has over 29 years of experience in the telecommunications industry. Before joining US LEC in August 1996, Mr. Grefrath had been employed by Rochester Telephone Corp. (now Frontier Corp.) since 1969, where he was responsible for management of most major areas of administration for that company, including customer service, regulation, accounting, carrier relations marketing, operator services and management information systems. He was also responsible for the preparation of tariff filings with the State of New York and the FCC and for all service and contractual relations with interexchange carriers, including AT&T, MCI

and Sprint. He was most recently responsible for the development of the Rochester Telephone Corp.'s national directory assistance product and a related sales contract with Time Warner Communications.

[Back to Management Team](#)

**CRAIG K. SIMPSON, Executive Vice President-Sales and President - FL**



Craig K. Simpson has eight years of sales and management experience in the telecommunications industry. Prior to joining US LEC in February 1997, Mr. Simpson was employed by MCI for 8 years, where he most recently served as carrier manager for its North Carolina operations. In that capacity, Mr. Simpson was responsible for sales to interexchange carriers, CLECs and independent telephone companies. From 1982 to 1987, Mr. Simpson was employed by Unisys Corporation in its computer mainframe sales and marketing division.

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[Why US LEC for Your Business?](#)

[US LEC News](#)

[Employment](#)

[Customer & Industry Links](#)

**EXHIBIT IV**  
**Initial Tariff**

US LEC of Pennsylvania Inc.  
Transamerica Square  
401 North Tryon Street, Suite 1000  
Charlotte, North Carolina 28202

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICES  
WITHIN  
THE COMMONWEALTH OF PENNSYLVANIA

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Issued:

Effective:

Issued By: Gary D. Grefrath, Executive Vice President - Administration  
Transamerica Square  
401 North Tryon Street, Suite 1000  
Charlotte, North Carolina 28202

Facilities-Based and Resold Local Telecommunications Services

This Tariff applies to the Facilities-Based and Resold Local Telecommunications Services furnished by US LEC of Pennsylvania Inc. between one or more points in the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at US LEC of Pennsylvania's principal place of business. Copies may also be inspected at the office of Dilworth Paxson, LLP at 305 North Front Street, Harrisburg, PA 17101-1236 or at 1735 Market Street, Philadelphia, PA 19103

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Transamerica Square  
401 North Tryon Street, Suite 1000  
Charlotte, North Carolina 28202

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original	39	Original
15	Original	40	Original
16	Original	41	Original
17	Original	42	Original
18	Original	43	Original
19	Original	44	Original
20	Original	45	Original
21	Original	46	Original
22	Original	47	Original
23	Original	48	Original
24	Original	49	Original
25	Original	50	Original

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CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

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51	Original	76	Original
52	Original	77	Original
53	Original	78	Original
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55	Original	80	Original
56	Original	81	Original
57	Original	82	Original
58	Original	83	Original
59	Original	84	Original
60	Original	85	Original
61	Original		
62	Original		
63	Original		
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70	Original		
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72	Original		
73	Original		
74	Original		
75	Original		

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9.6 Lifeline Service

80

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SYMBOLS AND TARIFF FORMAT

SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation or condition.
- D To signify a decrease in rates.
- I To signify an increased rate.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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TARIFF FORMAT (Cont'd)

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

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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 the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by US LEC of Pennsylvania Inc., to customers within the local exchange service area in the Commonwealth of Pennsylvania defined herein.

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SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

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

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

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

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

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

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID

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calls.

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SECTION 1 - DEFINITIONS

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Commission: The Pennsylvania Public Utility Commission

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SECTION 1 - DEFINITIONS

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

Company: US LEC of Pennsylvania Inc., the issuer of this tariff.

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

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

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

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

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

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

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

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

Federal Communications Commission (or "FCC"): Independent government agency that develops and implements policy concerning interstate and international communications.

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

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Charlotte, North Carolina 28202

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SECTION 1 - DEFINITIONS

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

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

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

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

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

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

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

Mbps: Megabits, denotes millions of bits per second.

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

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

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SECTION 1 - DEFINITIONS

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

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

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

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

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

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

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

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

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SECTION 2 - REGULATIONS2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish intrastate communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the Commonwealth of Pennsylvania.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) Service may be terminated upon written notice to the Customer if:
  - 1) the Customer is using the service in violation of this tariff;
  - 2) or, the Customer is using the service in violation of the law.
- E) This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
  
- B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, work stoppages, or other labor difficulties.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 - REGULATIONS2.1 Undertaking of the Company (Cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's 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.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

G) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities, other than inside wiring on the Customer's side of the demarcation point, provided in accordance with this tariff remains in the Company, its agents or contractors.

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SECTION 2 - REGULATIONS

2.2 Prohibited Uses

- A) 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.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Pennsylvania Public Utility Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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SECTION 2 - REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - REGULATIONS2.4 Customer Equipment and Channels2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's 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 the Company's 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.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer upon receipt of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due upon receipt of the invoice. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have 30 days.

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SECTION 2 - REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.2 Billing and Collection of Charges (Cont'd)

- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) A late payment penalty will be due to the Company upon any unpaid amount commencing 28 days after the date of the invoice. The late payment penalty shall be the portion of the payment not received by the 28th day after the date of the invoice, multiplied by a late factor of 1.25% per month for residential customers and 1.5% for business customers.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refused to honor.
- G) Customers have up to 45 days (commencing 5 days after remittance of the bill) to initiate a dispute over regulated charges.
- H) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.3 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - 1) two month's charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment for Business Customers.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held will accrue interest at the rate specified by the Pennsylvania Public Utility Commission. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 10 days prior written notice to the Business Customer, discontinue or suspend service without incurring any liability. Residential customers will be subject to discontinuance of service in accordance with the regulations of the Pennsylvania Public Utility Commission at 52 Pa. Code §§ 64.61; 64.71 et seq. and 64.121 et seq.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- D) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- F) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). For good cause shown, the Commission may exempt a Customer from the penalties provided in this sub-section.

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SECTION 2 - REGULATIONS2.5 Payment Arrangements (Cont'd)2.5.6 Cancellation of Application for Service

- A) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- B) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C) The special charges described in 2.5.6(A) through 2.5.6(B) will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or

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otherwise materially modifies any provision of the application for service,  
the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 - REGULATIONS2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A). When service is interrupted for a period of at least 24 hours after notice by the Customer to the Company, an allowance equal to 1/30 of fixed billing cycle charges for services and facilities furnished by the Company rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the customer to the Company. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.
- (i) The word "interruption" shall mean the inability to complete calls due to equipment malfunctions or human errors. "Interruption" does not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall "interruption" include the failure of any service or facilities provided by a common carrier or other entity other than the Company. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills or deposits due to the Company, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.
- (ii) No allowance shall apply to any non-recurring or usage charges.

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SECTION 2 - REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

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SECTION 2 - REGULATIONS2.6 Allowances for Interruptions in Service (Cont'd)2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others2.7.1 Resale and Sharing

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

2.7.2 Joint Use Arrangements

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

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SECTION 2 - REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in 2.5.2.

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

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS

2.10 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff are requested to be in writing. At the Company's request, notices or other communications given pursuant to this tariff by the Customer to the Company in a telephone call, may be required to be confirmed in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS

2.11 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
  - (a) the operator service provider's name and address;
  - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
  - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
  - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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SECTION 2 - REGULATIONS

2.11 Operator Services Rules (Cont'd.)

A) (Cont'd)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 3 - APPLICATION OF RATES

3.1 Introduction

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

3.2 Charges Based on Duration of Use

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

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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SECTION 3 - APPLICATION OF RATES

3.3 Rates Based Upon Distance

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

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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SECTION 3 - APPLICATION OF RATES3.3 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two rate centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Bellcore document.
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- 3) Square each difference obtained in step (2) above.
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA =

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

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SECTION 3 - APPLICATION OF RATES

3.4 Time Periods Defined

Unless otherwise indicated herein:

3.4.1 All rate plans:

- a. Day: 8:00 a.m. - 5:00 p.m. - Mon-Fri
- b. Evening: 5:00 - 11:00 p.m. - Sun-Fri
- c. Night/Weekend:      11:00 p.m. - 8:00 a.m. - All days  
                                  8:00 a.m. - 11:00 p.m. - Saturday  
                                  8:00 a.m. - 5:00 p.m. - Sunday
- d. Holiday: For the following Holidays, the Evening Time Period rates are used, unless a lower rate would normally apply:

- |                         |                  |
|-------------------------|------------------|
| Christmas Day**         | New Year's Day** |
| Martin Luther King Day* | Presidents Day*  |
| Memorial Day*           | Columbus Day*    |
| Veterans Day**          | Thanksgiving Day |
| Independence Day**      | Labor Day        |

\* Applies to Federally observed day only.

\*\* When this Holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this Holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

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SECTION 4 - SERVICE AREAS4.1 Local Exchange Service:

The Company's Local Telephone Service provides a Customer with the ability to connect to the company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800 telephone numbers;
- access Telephone Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

Company's local exchange service allows the Customer unlimited access to stations on the public switched network within the Customer's basic local calling area, i.e., the local calling area as specified in the Incumbent Local Exchange Carrier's tariff in effect and as amended from time to time in the future.

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SECTION 4 - SERVICE AREAS

- 4.2 Service Area: US LEC of Pennsylvania includes all non-rural exchanges in Pennsylvania as the potential areas where alternative local exchange service is planned, where facilities are available and pending appropriate interconnection agreements. Areas being served will be listed in Section 10 of this tariff.

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SECTION 5 - EXCHANGE ACCESS SERVICE5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain intrastate/interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Line Service  
Basic Trunk Service  
DID Trunk Service  
Message Rate Option Service

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.1 General (cont'd)

Three rate schedules are presented for each Exchange Access Service offered. Except for the central office exceptions listed below, a customer's rate schedule is dependent on the distance between the customer's dominant serving wire center and a US LEC switch.

Each rate schedule is airline mileage based as follows:

Schedule 1: Customers whose serving wire centers are 0 – 8 miles from a US LEC switch.

Schedule 2: Customers whose serving wire centers are 9 – 14 miles from a US LEC switch.

Schedule 3: Customers whose serving wire centers are greater than 14 miles from a US LEC switch.

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SECTION 5 - EXCHANGE ACCESS SERVICE5.2 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets, Customer-provided key systems or facsimile machines to the public switched telecommunications network. Each Basic Line is provided with touch tone signaling and hunting. Flat or message rate service is available for Basic Line Service, however message rate service requires subscription to the Message Rate Option (see 5.5 Message Rate Option). An analog or digital gateway service, based on the respective service provided (1 gateway per 24 lines), is also required. Monthly recurring rates per Basic Line apply as follows:

Flat Rate Option

Schedule 1:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog Basic Line	\$37.50	\$37.50	\$37.50
Digital Basic Line	\$47.50	\$45.50	\$40.50
Schedule 2:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog Basic Line	\$38.50	\$38.50	\$38.50
Digital Basic Line	\$50.00	\$47.40	\$45.00
Schedule 3:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog Basic Line	\$40.00	\$40.00	\$40.00
Digital Basic Line	\$55.00	\$52.50	\$50.00

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.2 Basic Line Service (Cont'd)

Gateways (1 per 24 lines)

Analog	\$150.00	\$125.00	\$100.00
Digital	\$150.00	\$125.00	\$100.00

Non-Recurring Charges:

Access Line Connection Per Line	\$40.00
Gateway Installation	\$300.00

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.3 Basic Trunk Service

Basic Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic Trunk is provided with touch tone signaling and hunting. Flat or message rate service is available for Basic Trunk Service, however message rate service requires subscription to the Message Rate Option (see 5.5 Message Rate Option). An analog or digital gateway service, based on the respective service provided (1 gateway per 24 trunks), is also required. Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Sections 5.4 and 6.2. Monthly recurring rates per Basic Trunk apply as follows:

Flat Rate Option

Schedule 1:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog (Groundstart Lines)	\$57.50	\$55.00	\$52.50
Digital (DOD/2-Way)	\$47.50	\$45.50	\$40.50
 Schedule 2:	 <u>1 Year</u>	 <u>2 Year</u>	 <u>3 Year</u>
Analog (Groundstart Lines)	\$60.00	\$57.50	\$55.00
Digital (DOD/2-Way)	\$50.00	\$47.50	\$45.00
 Schedule 3:	 <u>1 Year</u>	 <u>2 Year</u>	 <u>3 Year</u>
Analog (Groundstart Lines)	\$60.00	\$57.50	\$55.00
Digital (DOD/2-Way)	\$55.00	\$52.50	\$50.00

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.3 Basic Trunk Service (Cont'd)

Gateways (1 per 24 trunks)

Analog	\$150.00	\$125.00	\$100.00
Digital	\$150.00	\$125.00	\$100.00

Non-Recurring Charges:

Access Line Connection Per Trunk	\$40.00
Gateway Installation	\$300.00

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SECTION 5 - EXCHANGE ACCESS SERVICE5.4 DID Trunk Service

DID Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Flat or message rate service is available for DID Trunk Service, however message rate service requires subscription to the Message Rate Option (see 5.5 Message Rate Option). An analog or digital gateway service, based on the respective service provided (1 gateway per 24 trunks), is also required. Charges for DID number blocks apply in addition to the DID Trunk charges listed below. Monthly recurring rates per DID Trunk apply as follows:

Flat Rate Option

Schedule 1:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog (Groundstart Lines)	\$57.50	\$55.00	\$52.50
Digital (DOD/2-Way)	\$47.50	\$45.50	\$40.50
Schedule 2:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog (Groundstart Lines)	\$60.00	\$57.50	\$55.00
Digital (DOD/2-Way)	\$50.00	\$47.50	\$45.00
Schedule 3:	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Analog (Groundstart Lines)	\$60.00	\$57.50	\$55.00
Digital (DOD/2-Way)	\$55.00	\$52.50	\$50.00

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SECTION 5 - EXCHANGE ACCESS SERVICE

5.4 DID Trunk Service (Cont'd)

Gateways (1 per 24 trunks)

Analog	\$150.00	\$125.00	\$100.00
Digital	\$150.00	\$125.00	\$100.00

Non-Recurring Charges:

Access Line Connection Per Line	\$40.00
Gateway Installation	\$300.00

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SECTION 5 - EXCHANGE ACCESS SERVICE5.5 Message Rate Option

## Message Rate Option - Schedule 1:

Monthly Recurring Charges:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Message Rate Option \$200.00	\$300.00	\$250.00	
Note: The Above charges Include 15 Trunks & Digital Gateway			
Digital Termination			
DOD & 2-Way Trunks	\$30.00	\$25.00	\$20.00
DID Trunks	\$30.00	\$25.00	\$20.00
Analog Termination			
Business Lines w/Hunting	\$30.00	\$27.50	\$25.00
PBX Trunks (GroundStart Lines)	\$30.00	\$27.50	\$25.00
DID Trunks	\$30.00	\$27.50	\$25.00
Analog Gateway	\$150.00	\$125.00	\$100.00
DID Termination			
DID Trunk Terminations	\$7.50	\$7.50	\$7.50
Group of 20 DID Numbers	\$17.50	\$16.50	\$15.00
ISDN - PRI			
Clear Channel T-1 \$525.00	\$600.00	\$550.00	
Note: Includes 15 B-Channels			
DOD & 2 Way B-Channels	\$25.00	\$25.00	\$25.00
ISDN PRI - D Channel	\$00.00	\$00.00	\$00.00
Caller ID	\$150.00	\$125.00	\$100.00
MESSAGE RATE (per call)	\$0.060	\$0.055	\$0.050

Non Recurring Charges:

Message Rate Option Installation Per Option Installation	\$1250.00
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Gateway Installation	\$300.00
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SECTION 5 - EXCHANGE ACCESS SERVICE5.5 Message Rate Option (cont'd)

## Message Rate Option - Schedule 2:

Monthly Recurring Charges:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Message Rate Option \$250.00	\$350.00	\$300.00	
Note: The Above charges Include 15 Trunks & Digital Gateway			
Digital Termination			
DOD & 2-Way Trunks	\$40.00	\$35.00	\$30.00
DID Trunks	\$40.00	\$35.00	\$30.00
Analog Termination			
Business Lines w/Hunting	\$40.00	\$37.50	\$35.00
PBX Trunks (GroundStart Lines)	\$40.00	\$35.00	\$30.00
DID Trunks	\$40.00	\$35.00	\$30.00
Analog Gateway	\$150.00	\$125.00	\$100.00
DID Termination			
DID Trunk Terminations	\$7.50	\$7.50	\$7.50
Group of 20 DID Numbers	\$17.50	\$16.50	\$15.00
ISDN - PRI			
Clear Channel T-1 \$675.00	\$750.00	\$700.00	
Note: Includes 15 B-Channels			
DOD & 2 Way B-Channels	\$25.00	\$25.00	\$25.00
ISDN PRI - D Channel	\$00.00	\$00.00	\$00.00
Caller ID	\$150.00	\$125.00	\$100.00
MESSAGE RATE (per call)	\$0.060	\$0.055	\$0.050

Non Recurring Charges:

Message Rate Option Installation Per Option Installation	\$1250.00
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Gateway Installation

\$300.00

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SECTION 5 - EXCHANGE ACCESS SERVICE5.5 Message Rate Option (cont'd)

## Message Rate Option - Schedule 3:

Monthly Recurring Charges:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Message Rate Option \$400.00	\$500.00	\$450.00	
Note: The Above charges Include 15 Trunks & Digital Gateway			
Digital Termination			
DOD & 2-Way Trunks	\$40.00	\$37.50	\$35.00
DID Trunks	\$40.00	\$37.50	\$35.00
Analog Termination			
Business Lines w/Hunting	\$40.00	\$37.50	\$35.00
PBX Trunks (GroundStart Lines)	\$40.00	\$37.50	\$35.00
DID Trunks	\$40.00	\$37.50	\$35.00
Analog Gateway	\$150.00	\$125.00	\$100.00
DID Termination			
DID Trunk Terminations	\$7.50	\$7.50	\$7.50
Group of 20 DID Numbers	\$17.50	\$16.50	\$15.00
ISDN - PRI			
Clear Channel T-1 \$825.00	\$900.00	\$850.00	
Note: Includes 15 B-Channels			
DOD & 2 Way B-Channels	\$25.00	\$25.00	\$25.00
ISDN PRI - D Channel	\$00.00	\$00.00	\$00.00
Caller ID	\$150.00	\$125.00	\$100.00
MESSAGE RATE (per call)	\$0.060	\$0.055	\$0.050

Non Recurring Charges:

Message Rate Option Installation Per Option Installation	\$1250.00
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Gateway Installation	\$300.00
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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES6.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing	\$6.30	\$1.20

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES

6.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for trunks in Sections 5.4, and 5.5, respectively.

Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group.

Monthly recurring charges apply as follows:

Schedule 1:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Group of 20 DID Numbers	\$17.50	\$16.50	\$15.00

Schedule 2:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Group of 20 DID Numbers	\$17.50	\$16.50	\$15.00

Schedule 3:

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Group of 20 DID Numbers	\$17.50	\$16.50	\$15.00

Non-Recurring

Block of 20 DID Numbers	\$20.00
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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES6.3 Accounting Codes

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a long distance telephone number. The length of Accounting Codes may vary from 2 to 6 digits, however, the length must be consistent for each customer location.

Offered are packages of codes that are verified against a specific list of valid numbers, for call restriction, or offers unverified packages of 2-6 digits in length for cataloging by code, the calls made.

<u>Charge Per Customer Location</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Verified Packages	\$30.00	\$10.00
Unverified Packages	\$30.00	\$5.00

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES

6.4 Custom Calling Features

6.41 Description

These features will include Custom Calling and CLASS features such as Call Forwarding, Call Waiting, Caller ID, etc.

6.42 <u>Rates</u>	<u>Per Service Order Non-Recurring</u>	<u>Per Feature Monthly Recurring</u>
Custom Calling Feature per feature (with the exception of Caller ID)	\$25.00	\$2.75
Caller ID	\$25.00	\$7.50
Caller ID Blocking	No charge	No charge

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES

6.5 Foreign Exchange (FX) Service

6.51 Description

FX Service enables a Customer to receive a Company-provided Exchange Access Service at a point outside the Exchange Access Service Area corresponding to the NPA-NXX designation (as set forth in Section 4.1) of such Exchange Access Service.

The Local Calling Area and all Usage Service rates which apply to an FX Exchange Access Service are the same as those which regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

6.52 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Foreign Exchange Service	\$500.00	\$1000.00

6.6 Hospitality Rates

6.61 Description

Hospitality rates will have no local usage charges associated with them. Hotels and motels that supply guest rooms and route local and long distance guest traffic over Company digital facilities will qualify for Hospitality Rates.

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SECTION 6 - EXCHANGE ACCESS OPTIONAL FEATURES6.7 Remote Call Forwarding On-Net6.71 Description

Remote Call Forwarding On-Net is a service that utilizes a US LEC switch to automatically forward all incoming calls dialed to the remote call forwarding on-net number to another US LEC service number.

6.72 Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Remote Call Forwarding On-Net		
per number	\$100.00	\$25.00

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SECTION 7 - OTHER SERVICE ARRANGEMENTS

**Reserved For Future Use**

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SECTION 8 - MISCELLANEOUS SERVICES8.1 Operator Services8.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Local Exchange Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

8.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed -- not to the originating telephone number, but to the destination or terminating number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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SECTION 8 - MISCELLANEOUS SERVICES

8.1 Operator Services (Cont'd)

8.1.1 Rates

Local exchange, IntraLATA, and Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 8.2.3 and Section 8.3.2 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

	<u>Per Call Charges</u>
Person-to-Person	\$1.50
Collect Calling	\$0.75
Third Number Billing	\$0.75
Calling Card	\$0.60

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SECTION 8 - MISCELLANEOUS SERVICES

8.2 Busy Line Verify and Line Interrupt Service

8.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

8.2.2 Regulations

- A) A charge will apply when:
  - 1) The operator verifies that the line is busy with a call in progress.
  - 2) The operator verifies that the line is available for incoming calls.
  - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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SECTION 8 - MISCELLANEOUS SERVICES

8.2 Busy Line Verify and Line Interrupt Service (cont'd.)

8.2.2 Regulations (cont'd.)

- B) No charge will apply:
  - 1) When the calling party advises that the call is to or from an official public emergency agency.
  - 2) Under conditions other than those specified in 8.2.2(a) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

8.2.3 Rates

Busy Line Verify Service (each request)	\$0.75
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.55

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SECTION 8 - MISCELLANEOUS SERVICES

8.3 Directory Assistance

8.3.1 Description

A Customer may obtain Directory Assistance in determining telephone numbers within the Commonwealth of Pennsylvania by calling the Directory Assistance operator.

8.3.2 Rates

A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Per Number Requested	\$0.60
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B) A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or
- the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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SECTION 8 - MISCELLANEOUS SERVICES8.4 Service Implementation8.4.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

8.4.2 Rates

	<u>Non-Recurring</u>
Per Service Order	\$25.00

8.5 Restoration of Service8.5.1 Description

A restoral charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for.

8.5.2 Rates

	<u>Non-Recurring</u>
Per Occasion	\$25.00

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SECTION 8 - MISCELLANEOUS SERVICES

8.6 Premise Visit Charge:

8.6.1 Description

A premise visit charge applies if a premises visit is required to complete any requested work on the subscriber's premises.

8.6.2 Rates

	<u>Non-Recurring</u>
Per Visit	\$13.00

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SECTION 9 - SPECIAL ARRANGEMENTS9.1 Special Construction9.1.1 Basis for Charges

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

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation, and
  - 4) rights of way;
- B) cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Special Construction (Cont'd.)

9.1.2 Basis for Computation (Cont'd.)

- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E) license preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

9.1.3 Termination Liability

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

- A) The termination liability period is the estimated service live of the facilities provided.
- B) Unless previously paid pursuant to 9.1.1 and 9.1.2, the amount of the maximum termination liability is equal to the estimated amounts for:

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SECTION 9 - SPECIAL ARRANGEMENTS9.1 Special Construction (Cont'd.)9.1.3 Termination Liability (Cont'd)

## B) (Cont'd.)

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

- (a) equipment and materials provided or used,
- (b) engineering, labor and supervision,
- (c) transportation, and
- (d) rights of way;

- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 9.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SECTION 9 - SPECIAL ARRANGEMENTS

9.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

9.3 Temporary Promotional Programs

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

9.4 Emergency Services (enhanced 911):

Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Call blocking will not prevent the display of a telephone number on the E911 system.

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SECTION 9 - SPECIAL ARRANGEMENTS

9.5 Telecommunications Relay Service (TRS):

9.5.1. Description.

The Pennsylvania Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the Commonwealth. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Pennsylvania, Inc.

9.5.2. Regulations

In addition to the charges provided in this tariff and the Company's other intrastate tariffs, a surcharge will apply to all residence and business access lines served by this Company. This surcharge applies regardless of whether or not the access line uses the Pennsylvania Telecommunications Relay Service.

This surcharge serves as the funding vehicle for the operation of the Pennsylvania Telecommunications Relay Service, and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

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SECTION 9 - SPECIAL ARRANGEMENTS

The following surcharges rates apply to all bills:

Monthly Rate

	<u>Residence</u>	<u>Business</u>
Per access line	\$0.08	\$0.16

Local calls will be charged at the applicable rate specified in this tariff.

9.6 Lifeline Service

3.5.1 Description

Lifeline Service is a Residence offering for low-income customers who qualify for this service in accordance with the following Regulations.

3.5.2 Regulations

- A. Lifeline Service is available to qualified residence customers and is provided via a residence individual Dial Tone Line. Lifeline Service is limited to only one Service per qualified customer or household. A potential Lifeline customer who has an outstanding final bill for telephone service which is less than (4) years old must pay the entire balance of any Basic Service final bill before being eligible for Lifeline Service.

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SECTION 9 - SPECIAL ARRANGEMENTS

B. Residence Lifeline Service consists of the following tariffed standard features and optional customer elected services at the applicable rates, charges and regulations for each feature and service provided.

- a. One-Party Residence Unlimited Service and Local Measured 1 Service, if available
- b. Directory Listing (standard only)
- c. Non-Published or Non-Listed Telephone Number Service
- d. Access to Directory Assistance Service
- e. Touch-Tone Calling Service
- f. Access to Message Toll Telephone Service and Optional Dial Station-To-Station Calling Plan Services. However; the Residence Lifeline Dial Tone Line will be blocked from dial station access to 976/556/900 and any other type of Audiotex Service.
- g. Access to Operator Services.
- h. Voluntary Toll Restriction Option.
- i. Link Up America (if eligible).

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j. Access to 800/888 Services.

k. Access to Call Trace.

SECTION 9 - SPECIAL ARRANGEMENTS

l. Access to Alerting and Reporting Systems (9-1-1 dialing).

m. Access to the Pennsylvania Telecommunications Relay Service.

n. Caller ID Per-call and Per-Line Blocking

- C. An applicant for Lifeline Service must be a current participant in one of the following Pennsylvania Department of Public Welfare (DPW) programs or be able to provide proof of income which is at or below the annual United States Census Bureau Poverty Level Guidelines For All States (Except Alaska and Hawaii) and the District of Columbia. Applicants who wish to be certified for Lifeline Service via the low income option will need to provide the following proof of eligibility: 1) currently filed State Income Tax Form; 2) currently filed Federal Income Tax Form, or 3) other equivalent documentation as prescribed by *Company Name*. Recertification of Lifeline Service participants will be conducted biennially by *Company Name*.

Pennsylvania Department of Public Welfare Lifeline Service Programs:

- Temporary Assistance for Needy Families (TANF)
- General Assistance (GA)
- Supplemental Security Income (SSI)

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SECTION 9 - SPECIAL ARRANGEMENTS

- D. The DPW Programs listed above must be certified by DPW. Such certification by DPW will be provided only when a DPW client requests Lifeline Service based on the client's status as a participant in any of the above eligibility programs. Certification by DPW will be limited to confirmation of the client's program status (i.e., participation or non-participation). Participation by DPW is subject to execution of an agreement with DPW and Company Name.
- E. Lifeline Service will be provided to a customer only so long as such customer continues to meet the participation and certification guidelines in B-3 above. At the time of initial establishment of Lifeline Service, the customer agrees to have his or her eligibility recertified as determined by Company Name. When Company Name is notified by the customer or determines through recertification that the Lifeline Service customer is no longer a participant in the DPW programs in B.3. above or otherwise low-income eligible, the customer will be notified (by telephone or letter) that the Lifeline Service rate is no longer applicable. Within the stated customer notification periods (10 working days from the date of the notification), the customer can contact the Company to negotiate new Dial Tone Service arrangements at applicable tariff rates (no connection charges will apply for existing services or options retained). If the customer does not contact the Company by the end of the notification period, the Lifeline Service will be changed to applicable Exchange Area Dial Tone Line service at existing tariff rates (no connection charges will apply to existing services or options retained). Upon contacting the Company, the customer will have ten (10) working days to complete the low-

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income certification or recertification process in order to retain Lifeline Service.

SECTION 9 - SPECIAL ARRANGEMENTS

- F. A Lifeline Service customer may not subscribe to any other type of residence Local Exchange Service at the same or other premises. Lifeline Service will not be provided via Foreign Exchange or Foreign Central Office Service arrangements.
- G. Only services listed in B (2) above will be provided to Lifeline customers. All other premium services offered by the Company will not be available.
- H. Lifeline Service customers are required to apply for the Link Up American benefit when applicable.
- I. Customer requested temporary suspension of Lifeline Service is not permitted.
- J. Lifeline Service does not apply to applicants who are full time students living in university or college controlled housing.
- K. The applicant must not be a dependent for Federal Income Tax purposes, unless he or she is 60 years of age or older.
- L. Lifeline customers are subject to all Residence service regulations in this and other tariffs of Company Name.
- M. Residence Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).
- N. Resale of Lifeline Service cannot be resold by the Lifeline customer or the Lifeline customer's agent(s).

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- O. All outstanding charges, account balances and service restrictions apply to existing customers who qualify for Lifeline Service. Service restrictions will remain until the arrearage(s) have been paid in full.

SECTION 9 - SPECIAL ARRANGEMENTS

- P. Any Lifeline customer who has a past due balance of Toll Charges will be treated with the appropriate Chapter 64 regulations. The Residence Toll Restoral Charge applies to Lifeline Customers who are suspended for non-payment and who subsequently pay their outstanding toll charges and request toll restoral. If a Lifeline customer is toll restricted for a second occurrence the Company may at its discretion, place the Lifeline customer on permanent toll restriction.
- Q. Toll-Blocking and Toll-Control services will be provided at no charge to Lifeline Service subscribers, to the extent that they are offered.

3.5.3. Lifeline Service Dial Tone Line Monthly Rate.

3.5.3.1. Applicable Residence Dial Tone monthly rate minus \$1.75 (1)

- A. Lifeline Service customers will pay the applicable Subscriber Line Charge monthly rate minus \$3.50 (1).
- B. Lifeline Service is subject to all applicable state, local and federal taxes, and Surcharges, and to all applicable tariff rates, charges, surcharges and regulations.

NOTE: (1) The Dial Tone Line and Subscriber Line Charge monthly rate discounts

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will be reduced to the extent that application of the full discount would not result in rates that are less than zero.

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Issued By: Gary D. Grefrath, Executive Vice President - Administration  
Transamerica Square  
401 North Tryon Street, Suite 1000  
Charlotte, North Carolina 28202

## CERTIFICATE OF SERVICE

I, Linda C. Smith, Esquire, hereby certify that I have this day caused a true copy of the foregoing to be served upon the parties listed below.

Dated at Harrisburg, Pennsylvania, March 4, 1999.

### VIA FIRST CLASS MAIL

Irwin A. Popowsky  
Consumer Advocate  
1425 Strawberry Square  
Harrisburg, PA 17120


Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Trial Staff  
Office of Special Assistants  
Bureau of Consumer Services  
Bureau of Fixed Utilities  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Bell Atlantic-Pennsylvania, Inc.  
1717 Arch Street 32-NW  
Philadelphia, PA 19103

GTE North, Inc.  
212 Locust Street, Suite 600  
Harrisburg, PA 17108

  
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Linda C. Smith