

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 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: 05/18/01
8. DOCKET NO: A-311102	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: DOMINION TELECOM, INC.

COMP/APP COUNTY:

UTILITY CODE: 311102

ALLEGATION OR SUBJECT

APPLICAITON OF DOMINION TELECOM, INC. FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS AN INTEREXCHANGE TOLL RESELLER AND AN INTEREXCHANGE TOLL FACILITIES-BASED CARRIER TO THE PUBLIC IN THE COMMON-WEALTH OF PENNSYLVANIA.

DOCKETED
JUL 17 2001

**DOCUMENT
FOLDER**

CORRECTED

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: FUS
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
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COMP/APP COUNTY:

UTILITY CODE: 311102

ALLEGATION OR SUBJECT

APPLICATION OF DOMINION TELECOM, INC. FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

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FOLDER

DOCKETED

SEP 06 2001

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

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WASHINGTON, D.C. 20036

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RECEIVED

MAY 18 2001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

May 18, 2001

A-311102

VIA FEDERAL EXPRESS

James McNulty
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Application of Dominion Telecom, Inc. for Authority to Provide Local Exchange, Competitive Access, and Interexchange Telecommunications Service Within the Commonwealth of Pennsylvania

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the Application of Dominion Telecom, Inc. ("Dominion" or "Company") to provide data-only Local Exchange, Competitive Access and Interexchange Services. Dominion hereby requests that its Application for Authority to Provide Local Exchange Telecommunications Service ("Application") and Tariff be given "BlueStar treatment," pursuant to the Commission's Order dated August 17, 2000 (Letter-Petition of BlueStar Networks, Inc. for Waiver of Certain Tariff Requirements Pertaining to Voice-grade Service).

Dominion plans to offer fiber optic broadband data service, and does not plan to provide voice service to its Pennsylvania customers at this time. Therefore, the Company does not plan to tariff or provide certain requirements applicable to voice service, such as access to 911 emergency services, Caller ID blocking service, and Pennsylvania relay service.

Enclosed please also find a check in the amount of \$250.00 to cover the filing fee for these Applications.

DOCUMENT
FOLDER

James McNulty
May 18, 2001
Page Two

Please date-stamp the duplicate copy of this filing and return it to the undersigned in the envelope provided. If you have any questions, please do not hesitate to call.

Respectfully submitted,



Heather T. Hendrickson,
Law Clerk

Enclosures

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Dominion Telecom, Inc.
for approval to offer, render, furnish or
supply telecommunications services as an
Competitive Local Exchange Carrier,
Competitive Access Provider and an
Interexchange Carrier to the public in the
Commonwealth of Pennsylvania.

Application Docket No.
A-311102
F _____
2000

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

RECEIVED

Dominion Telecom, Inc. ("Dominion")
701 East Cary Street – 9th Floor
One James River Plaza
Richmond, Virginia 23219
(804) 775-5000 (telephone); (804) 775-5588 (fax)

MAY 16 2001

PENNSYLVANIA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Dominion is formerly known as VPS Communications, Inc. ("VPSC"). VPSC was incorporated in Virginia on April 14 1997, formed exclusively to provide telecommunications services. On August 8, 1997, the Virginia State Corporation Commission ("SCC") authorized VPSC to provide interexchange services in Virginia, and on August 9, 1999, the SCC authorized VPSC to provide local exchange services. Currently, Dominion provides, on a facilities-based and resale basis, private line DS-1, DS-3 and OC-n level services to other interexchange carriers, competitive local exchange carriers, Internet and wireless service providers in Virginia.

On August 2, 2000, VPSC changed its name to Dominion Telecom, Inc. There have been no predecessors of the Applicant; Applicant has operated under no other names. Dominion is in the process of applying for authority to operate as a competitive local exchange and interexchange carrier in New York and Ohio, and in the near future, several other eastern states.

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

Melissa Smith Conway, Esq.
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Suite 500

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FOLDER JUL 17 2001

Washington, D.C. 20036
Telephone (202) 955-9667
Facsimile (202) 955-9792

3. CONTACTS:

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

Mr. David M. Fellowes
Vice President – Marketing, Business and Product Development
Dominion Telecom, Inc.
One James River Plaza, 9th Floor
701 East Cary Street
Richmond, Virginia 23219
(804) 775-5000 (telephone); (804) 775-5588 (fax)

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

Not Applicable – Dominion is not offering voice services at this time.

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

Complaints Analyst
Dominion Telecom, Inc.
One James River Plaza, 9th Floor
701 East Cary Street
Richmond, Virginia 23219
(804) 775-5000 (telephone); (804) 775-5588 (fax)

4. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

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

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

The Applicant is a sole proprietor.

- The Applicant is a:
- General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)
 - *Foreign limited partnership (15 Pa. C.S. §8582)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

- The Applicant is a:
- Domestic corporation (15 Pa. C.S. §1306)
 - Foreign corporation (15 Pa. C.S. §4124)
 - Domestic limited liability company (15 Pa. C.S. §8913)
 - *Foreign limited liability company (15 Pa. C.S. §8981)

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

**C T Corporation System
1515 Market Street, Suite 1210
Philadelphia, Pennsylvania 19102**

Please see *Exhibits A and B* for proof of Applicants compliance with appropriate Department of State filing and a copy of the Applicant's Articles of Incorporation. Applicant is incorporated in the State of Virginia.

Give name and address of officers:

**Edgar M. Roach Jr. - Chief Executive Officer, Director
Robert E. Rigsby - President and Chief Operating Officer, Director
Thomas N. Chewning - Director
G. Scott Hetzer - Senior Vice President and Treasure, Director**

All of the above officers can be reached through Dominion's principal office at One James River Plaza, 9th Floor – 701 E. Cary Street, Richmond, Virginia 23219; (804) 775-5000 (telephone); (804) 775-5588 (fax).

The full business experience of these officers is set forth in detail in *Exhibit C*, which also contains the biographies and a brief description of the business experience of key management and operational personnel who will be responsible Dominion's telecommunications services in Pennsylvania and throughout the United States.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

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

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

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier:
 - Facilities-Based
 - Non-facilities-Based

- Incumbent Local Exchange Carrier.
- Other (Identify).

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

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data) –
- Competitive Local Exchange Carrier: **LIMITED TO DATA**
 - Facilities-based
 - Non-facilities-based
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation.

A. Interexchange Toll Facilities-Based and Resold Service

Applicant proposes to provide facilities-based and resold interexchange telecommunications services to primarily providers of wireless, data, applications and Internet service as well as large and medium-sized business customers throughout the State of Pennsylvania.

B. Competitive Access Service

Dominion intends to provide wholesale point-to-point private line backbone service to wholesale customers, including, but not limited to, IXCs, LECs, Wireless, Paging, Data, Internet service providers. Dominion also intends to resell special access services to carriers.

C. Facilities-Based Local Exchange Service

Applicant proposes to provide a full array of facilities-based and resold local exchange services including, but not limited to, basic voice, exchange access, private line, Internet access and data transmission services. Initially, however, Dominion will only offer high-speed data services, including private line, Internet, data and special access services. Therefore, Dominion seeks competitive local exchange authority for data services *only*. At the point at which Dominion decides to offer residential and/or business dialtone services, it will file an amendment to its certificate and amend its tariffs to include such services.¹

D. General Statement about Applicant's network

Dominion plans to provide the above-described telecommunications services over its state-of-the-art fiber optic network that utilizes SONET and DWDM technology for maximum reliability and flexibility. The interexchange and local fiber optic networks will consist of mostly fiber optical cable purchased from other providers. Some of the fiber facilities may be constructed by Dominion as well. Currently, Dominion's consists of approximately 3,600 route miles and 34,000 fiber miles and includes metropolitan fiber rings in six markets, including New York City, Buffalo, Syracuse, Albany, Washington D.C./Northern Virginia and Richmond. Dominion is currently in the process of expanding its network, which is expected to connect approximately sixty major metropolitan areas along this network including thirty metropolitan rings in select cities. Dominion also plans to expand its network north into the Canadian cities of Toronto, Ottawa and Montreal. Upon its substantial completion in 2003, Dominion's network is expected to consist of approximately 9,400 route miles and 824,000 fiber miles. The initial optical platform will consist of an eighty-channel dense wave division (DWDM) capable of supporting eighty OC-192 optical transport systems (capable of 800 Gbps). The local fiber optic networks, first in New York City with 2001 plans in the other aforementioned cities, will initially support a thirty-two channel DWDM system (32 x OC-192 capacity). More information is contained in Dominion's construction schedule appended hereto as *Exhibit D*.

All of the optical transmission equipment is currently manufactured by Alcatel. Other equipment necessary to support internet and data-centric services will not be known until the services are made available in 2001. At this time, Dominion does not intend to provide residential and/or business dialtone services.

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

A. Interexchange Toll Facilities-Based and Resold Service

¹ Dominion seeks competitive local exchange authority limited to data as opposed to seeking any waivers in compliance with the Commission's Final order in *Letter Petition of BlueStar Networks, Inc. for Waiver of Certain Tariff Requirements Pertaining to Voice-grade*

Applicant seeks statewide authority.

B. Competitive Access Service

Applicant seeks statewide authority.

C. Facilities-Based Local Exchange Service

Applicant seeks statewide authority.

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

A. Interexchange Toll Facilities-Based and Resold Service

Applicant initially intends to provide facilities-based and resold interexchange services to wholesale customers as well as large and medium-sized business customers.

B. Competitive Access Service

Applicant initially intends to provide competitive access services to wholesale customers as well as large and medium-sized business customers.

C. Facilities-Based Local Exchange Service

Applicant initially intends to provide facilities-based and resold local exchange services to wholesale customers as well as large and medium-sized business customers. At this time, Dominion does not intend to provide residential and/or business dialtone services.

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

See Exhibits E, F, G

- 14. FINANCIAL:**

See Exhibits H, I

15. **START DATE:** The Applicant proposes to begin offering services on or about

The Company initially intends to provide interexchange and competitive access services to business customers in the third quarter of 2001. Furthermore, the Company initially intends to provide local exchange service to carrier customers in the third quarter of 2001 and to business customers in the fourth quarter, 2001.

16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

None

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

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

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

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

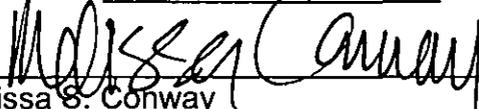
Applicant does not claim a particular status pursuant to the Federal Telecommunications Act of 1996.

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

Neither Applicant, nor any person identified in this Application, has been convicted of a crime involving fraud or similar activity. Applicant has not appeared before any administrative body or judicial forum as a defendant or respondent.

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

Applicant: Dominion Telecom. Inc.

By: 
Melissa S. Conway
Counsel for Dominion Telecom Inc.

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

AFFIDAVIT

Commonwealth of Virginia:)
)
) : ss.
)
 City of Richmond)

David M. Fellowes, Affiant, being duly sworn/affirmed according to law, deposes and says that:

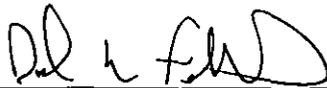
He is the Vice President, Marketing, Business and Product Development (Office of Affiant) of Dominion Telecom, Inc.

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

That Dominion Telecom, Inc., the Applicant herein, acknowledges that he 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 Dominion Telecom, Inc., the Applicant herein, asserts that he 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 entity to be able to prove the same at any hearing thereof.



 Signature of Affiant

Sworn and subscribe before me this 17th day of April, 2001



 Signature of official administering oath

My Commission expires September 30, 2001.

EXHIBIT A

DOMINION TELECOM, INC. ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
VPS COMMUNICATIONS, INC.

I.

NAME

The name of the Corporation is VPS Communications, Inc.
(the "Corporation").

II.

PURPOSE

The Corporation shall be a public service company within the meaning of Section 13.1-620 of the Virginia Stock Corporation Act (the "Act"). The purpose for which the Corporation is organized is to acquire, own, hold, maintain, manage, operate, improve, develop, finance, pledge, encumber, mortgage, sell, exchange, lease, dispose of and otherwise deal with any property used or usable in connection with the provision by the Company of interstate and intrastate telecommunications services, together with such other activities as may be necessary, advisable, related to or incidental in connection therewith. The Corporation may also engage in any other lawful business not required by the Act to be specifically stated in the Articles of Incorporation.

III.

AUTHORIZED SHARES

The number of shares which the Corporation shall have authority to issue shall be 1,000 shares of Common Stock, no par value. No holder of shares of any class of the Corporation shall have any preemptive or preferential right to purchase or subscribe to (i) any shares of any class of the Corporation, whether now or hereafter authorized; (ii) any warrants, rights, or options to purchase any such shares; or (iii) any securities or obligations convertible into any such shares or into warrants, rights, or options to purchase any such shares.

IV.

REGISTERED AGENT

The initial registered office shall be located at One James River Plaza, 7th and Cary Streets, Richmond, Virginia 23219, and the initial registered agent shall be J. Kennerly Davis, Jr., who is a resident of Virginia and a director of the Corporation, and whose business address is the same as the address of the initial registered office.

V.

DIRECTORS

The number of Directors constituting the initial Board of Directors shall be five (5), and the names and addresses of

the persons who are to serve as the initial Directors are as follows:

Edgar M. Roach, Jr.
One James River Plaza
7th & Cary Streets
Richmond, Virginia 23219

Robert E. Rigsby
One James River Plaza
7th & Cary Streets
Richmond, Virginia 23219

J. Kennerly Davis, Jr.
One James River Plaza
7th & Cary Streets
Richmond, Virginia 23219

William S. Mistr
One James River Plaza
7th & Cary Streets
Richmond, Virginia 23219

Lawrence E. DeSimone
One James River Plaza
7th & Cary Streets
Richmond, Virginia 23219

VI.

LIMIT ON LIABILITY AND INDEMNIFICATION

(1) Definitions. In this Article:

"applicant" means the person seeking indemnification pursuant to this Article.

"expenses" includes counsel fees.

"liability" means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"party" includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

"proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(2) Limitation on Liability. In any proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, no director or officer of the Corporation shall be liable to the Corporation or its shareholders for monetary damages with respect to any transaction, occurrence or course of conduct, whether prior or subsequent to the effective date of this Article, except for liability resulting from such person's having engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities law.

(3) Mandatory Indemnification. The Corporation shall indemnify (i) any person who was or is a party to any proceeding, including a proceeding brought by a shareholder in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, by reason of the fact that he is or was a director or officer of the Corporation, or (ii) any director or officer who is or was serving at the request of the Corporation as a director, trustee, partner or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by him in connection

with such proceeding unless he engaged in willful misconduct or a knowing violation of the criminal law. A person is considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan. The Board of Directors is hereby empowered, by a majority vote of a quorum of disinterested directors, to enter into a contract to indemnify any director or officer in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

(4) Effectiveness; Amendments. The provisions of this Article shall be applicable to all proceedings commenced after the adoption hereof by the shareholders of the Corporation, arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such director or officer in connection with such actions and determinations or proceedings of any kind arising therefrom.

(5) Effect of Judgment. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the applicant did not meet the standard of conduct described in Section (2) or (3) of this Article.

(6) Standard of Conduct. Any indemnification under section (3) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the applicant is proper in the circumstances because he has met the applicable standard of conduct set forth in section (3).

The determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(b) If a quorum cannot be obtained under subsection (a) of this section, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

(c) By special legal counsel:

(i) Selected by the Board of Directors or its committee in the manner prescribed in subsection (a) or (b) of this section; or

(ii) If a quorum of the Board of Directors cannot be obtained under subsection (a) of this

section and a committee cannot be designated under subsection (b) of this section, selected by majority vote of the full Board of Directors, in which selection directors who are parties may participate; or

(d) By the shareholders, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of this section (6) to select counsel.

Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to indemnification and advancement of expenses with respect to any claim for indemnification made pursuant to this Article shall be made by special legal counsel agreed upon by the Board of Directors and the applicant. If the Board of Directors and the applicant are unable to agree upon such special legal counsel the Board of Directors and the applicant each shall select a nominee, and the nominees shall select such special legal counsel.

(7) Reimbursement of Expenses. (a) The Corporation may pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under section (6) if the applicant furnishes the Corporation:

- (i) a written statement of his good faith belief that he has met the standard of conduct described in section (3); and
- (ii) a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct.

(b) The undertaking required by paragraph (ii) of subsection (a) of this section shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Authorizations of payments under this section shall be made by the persons specified in section (6).

(8) Additional Powers. The Board of Directors is hereby empowered, by majority vote of a quorum consisting of disinterested Directors, to cause the Corporation to indemnify or contract to indemnify any person not specified in section (2) or (3) of this Article who was, is or may become a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request

of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were specified as one to whom indemnification is granted in section (3). The provisions of sections (4) through (7) of this Article shall be applicable to any indemnification provided hereafter pursuant to this section (8).

(9) Insurance. The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by him in any such capacity or arising from his status as such, whether or not the Corporation would have power to indemnify him against such liability under the provisions of this Article.

(10) Non-Exclusivity. Every reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Article on the Board of Directors shall not be

exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article. Such rights shall not prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the directors of the Corporation shall be a party to or beneficiary of any such agreements, bylaws or arrangements); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

(11) Severability. Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

Dated: April 11, 1997



W. Hildebrandt Sargner, Jr.
Incorporator



COPY

Commonwealth of Virginia



TRACKING NUMBER
OT-1200-0002

STATE CORPORATION COMMISSION

Richmond,

April 14, 1997

This is to Certify that the certificate of incorporation of

VPS Communications, Inc.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its business
subject to all Virginia laws applicable to the corporation and its
business. Effective date:*

April 14, 1997



State Corporation Commission

William J. Bridg
Clerk of the Commission

SCC710
(01/00)

ARTICLES OF AMENDMENT OF
VPS Communications, Inc.

ONE

The name of the corporation is VPS Communications, Inc. (the Corporation).

TWO

Article I of the Articles of Incorporation of the Corporation shall be amended as follows:

NAME

The name of the Corporation is Dominion Telecom, Inc. (the "Corporation").

THREE

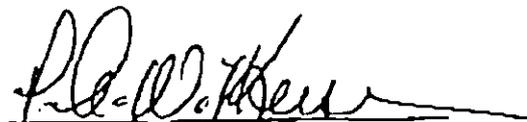
The foregoing amendment was adopted on August 1, 2000.

FOUR

The amendment was adopted by unanimous consent of the shareholders.

The undersigned Vice President and Corporate Secretary declares that the facts herein stated are true as of the 1st day of August 2000.

VPS Communications, Inc.

By: 
P. A. Wilkerson
Vice President and Corporate Secretary

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

August 2, 2000

The State Corporation Commission has found the accompanying articles submitted on behalf of Dominion Telecom, Inc. (formerly VPS COMMUNICATIONS, INC.) to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective August 2, 2000, at 08:53 AM.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

00-08-02-0529
AMENACPT
CIS0352

EXHIBIT B

DOMINION TELECOM, INC. FOREIGN INCORPORATION CERTIFICATION

AUG 18 2000

Microfilm Number _____

Filed with the Department of State on _____

Entity Number: 2958339

Kim Ruggenbult
Secretary of the Commonwealth *JR*

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 Dominion Telecom, 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:

Virginia

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

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

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 Philadelphia
Name of Commercial Registered Office Provider County

DSCB:15-4124/6124 (Rev 90)-2

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 10th day of July, 2000.

Dominion Telecom, Inc.
(Name of Corporation)

BY: [Signature]
(Signature)

TITLE: Vice President and Secretary

EXHIBIT C

DOMINION TELECOM, INC. OFFICER AND MANAGEMENT PROFESSIONAL BIOGRAPHIES

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

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

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

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

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

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

David M. Fellowes – Vice President, Marketing, Business and Product Development. Mr. Fellowes has served as Vice President, Marketing, Business and Product Development since 1997 and has more than 14 years of telecommunications business, sales and technical experience. He developed VPS Communications, Inc.'s original business plan and directed the company's start-up activities. Prior to joining DTI, he held several management positions with Dominion/Dominion Virginia Power where he was responsible for strategic planning, project management, design and engineering activities for the utilities' extensive telecommunications network. Mr. Fellowes is responsible for the development and execution of all of DTI's marketing, business and product development efforts.

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

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

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

EXHIBIT D

ANTICIPATED NETWORK CONSTRUCTION SCHEDULE

Dominion Telecom, Inc. ("Dominion") is in the process of constructing its network in the State of Pennsylvania. The Company initially intends to provide interexchange service to carriers in the first quarter of 2001 and to business customers in the third quarter, 2001. The Company initially intends to provide local exchange service to carriers in the second quarter of 2001 and to business customers in the fourth quarter, 2001.

The Company's network for its Pennsylvania operations will include a switching fabric that is SONET-based. It is anticipated that the majority of the Company's services will be provided over its own fiber-based optical network. Those services not provided on its own network will be leased from other carriers operating in the state of Pennsylvania.

EXHIBIT E

Proposed Tariff for Facilities-Based and Resold Interexchange Service

TITLE SHEET

DOMINION TELECOM, INC.

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

INTEREXCHANGE TOLL TELECOMMUNICATIONS SERVICES TARIFF

This Tariff contains the description, regulations and rates for the furnishing of interexchange toll telecommunications services provided by Dominion Telecom, Inc., throughout the State of Pennsylvania. The principal offices of Dominion Telecom, Inc, are located at: 701 East Cary Street – 9th Floor, One James River Plaza, Richmond, Virginia 23219. This Tariff applies for service furnished within the Commonwealth of Pennsylvania. This tariff is on file with Pennsylvania Public Utility Commission, located at North Office Building, Harrisburg, PA 17120 (717) 787-1740. Copies may be inspected, during normal business hours, at the Company's principal place of business in Richmond, Virginia. The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commissions applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: _____

Effective: _____

Issued By: **David Fellowes**
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

CHECK SHEET

All sheets of this tariff are effective as of the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	36	Original		
1	Original	37	Original		
2	Original	38	Original		
3	Original	39	Original		
4	Original	40	Original		
5	Original	41	Original		
6	Original	42	Original		
7	Original	43	Original		
8	Original	44	Original		
9	Original	45	Original		
10	Original	46	Original		
11	Original	47	Original		
12	Original	48	Original		
13	Original	49	Original		
14	Original	50	Original		
15	Original	51	Original		
16	Original	52	Original		
17	Original	53	Original		
18	Original	54	Original		
19	Original	55	Original		
20	Original	56	Original		
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				
33	Original				
34	Original				
35	Original				

* Indicates new or revised sheet.

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Department. For example, the 4th Revised Sheet 14 Cancels the 3rd Revised Sheet 14.

- C. Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.a
 - 2.1.1.1.a.(1)

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

EXPLANATION OF SYMBOLS

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

APPLICATION OF TARIFF

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

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

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

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

Carrier or Company: Refers to LightBonding.com Inc., the issuer of this tariff.

Commission: Refers to the Pennsylvania Public Utility Commission.

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

1.0 DEFINITIONS (Cont'd)

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

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

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

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

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.

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

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

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

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

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

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

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

1.0 DEFINITIONS (Cont'd)

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

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

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

LASS: Local Area Signaling Services.

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

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

Mbps: Megabits, denotes millions of bits per second.

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

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

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

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

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

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

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

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

1.0 DEFINITIONS (Cont'd)

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

NOC: Not Offered Currently

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

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

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

Service Order: The 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.

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

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

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

1.0 DEFINITIONS (Cont'd)

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

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

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

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

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

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate facilities-based and resale interexchange access telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions to residential and business customers 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's network in order to originate or terminate its own services, or to communicate with its own customers.

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

2.1.2 Shortage of Equipment or Facilities

2.1.2.1. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority granted by the Department.

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

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

Issued: _____

Effective: _____

Issued By: David Fellowes
Vice President, Marketing, Business and Product Development
701 East Cary Street – 9th Floor
Richmond, Virginia 23219

2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

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

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

2.1.4 Limitations on Liability

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

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

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

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- 2.1.4.4. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.1.4.5. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - 2.1.4.5.a. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2.1.4.5.b. Any unlawful or unauthorized use of the Company's services;
 - 2.1.4.5.c. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided services;
 - 2.1.4.5.d. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any Carrier or the installation or removal thereof;
 - 2.1.4.5.e. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any Carrier;
 - 2.1.4.5.f. Failure of Customer to comply with the requirements of Section 2.3.1.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

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

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

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

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

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

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

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

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Non-Routine Installation

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

2.1.7 Availability of Services

- 2.1.7.1. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the tariffs of the Company.
- 2.1.7.2. The Company and Customer shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

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2.0 REGULATIONS (cont'd)

2.2 Prohibited Uses

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

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2.0 REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 General

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

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2.0 REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

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

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

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

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2.0 REGULATIONS (cont'd)

2.4 Customer Deposits and Advance Payments

2.4.1 Advance Payments

To safeguard its interests, the Company may require Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and three (3) months charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.0 REGULATIONS (cont'd)

2.4 Customer Deposits and Advance Payments (cont'd)

2.4.2 Deposits

2.4.2.1. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months charges for a services or facility which has a minimum payment period of one month; or the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month.

The deposit requirement for a residential customer will not exceed \$50.00.

2.4.2.2. A deposit may be required in addition to an advance payment.

2.4.2.3. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding (12) twelve months. The Company will follow the Department's rules and procedures regarding refunds of deposits.

2.4.2.4. Upon discontinuance of service, the Company shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

2.4.2.5. Deposits held will accrue interest at a rate calculated in conformance with applicable law.

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

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

Customer shall pay monthly in advance, a monthly charge equal to the rate set forth in the Service Description or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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

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

2.5.2 Billing and Collection of Charges

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

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

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

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

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Discontinuance of Service for Cause

2.5.3.1. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services, after providing fifteen (15) days prior written notice, followed by a second written notice five (5) days prior to the discontinuance and subject to Department Rules.

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

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

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

2.5.3.1.d. By reason of any order or decision of a court, public service Department or federal regulatory body or other governing authority prohibiting the Company from furnishing its services;

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

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

2.5.3.1.g. Unauthorized resale of equipment or service.

2.5.3.2. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services for:

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

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

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Discontinuance of Service for Cause (cont'd)

2.5.3.3. Upon the Company's discontinuance of service to the Customer under this Section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.3.4. Telephone service shall not be discontinued for:

2.5.3.4.a. Delinquency in payment for services rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises;

2.5.3.4.b. Failure of the Customer to pay for services or equipment which are not regulated by the Department;

2.5.3.4.c. Residential service may not be disconnected due to nonpayment of a bill related to another class of service;

2.5.3.4.d. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time;

2.5.3.4.e. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements; or

2.5.3.4.f. Disputed bills where the Customer has complied with the Department's rules on complaints.

2.5.3.5. Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit on: weekends, or New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas, or other Federal or State holidays proclaimed by the President or the Governor, or days on which the Company is not open for business.

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Notice to Company for Cancellation of Service

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

2.5.5 Cancellation of Application for Service

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

2.5.5.2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.

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

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

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Changes in Service Requested

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

2.5.7 Bad Check Charge

A charge of \$20.00 will be assessed for any check returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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2.0 REGULATIONS (cont'd)

2.6 Allowances for Interruptions in Service

2.6.1 General

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

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

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

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2.0 REGULATIONS (cont'd)

2.7 Cancellation of Service/Termination Liability

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

2.7.1 Termination Liability

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

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

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2.0 REGULATIONS (cont'd)

2.8 Customer Liability for Unauthorized Use of the Network

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

2.8.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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2.0 REGULATIONS (cont'd)

2.9 Use of Customer's Service by Others

2.9.1 Resale and Sharing

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

2.9.2 Joint Use Arrangements

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

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2.0 REGULATIONS (cont'd.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. The Company may subcontract any or all of the work to be performed by it under this tariff, but shall retain responsibility for the work that is subcontracted.

2.11 Notices and Communications

2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.11.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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3.0 SERVICE DESCRIPTION

The Company undertakes to furnish intrastate telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice and data transmissions to customers 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, such as wireless providers, data, applications and Internet service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers. The services offered under this tariff are available only to the extent that services and facilities are available. Services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communication between points within the Commonwealth of Pennsylvania to complete an end-to-end intrastate communication. Other services are offered by the Company under other tariffs or, in the case of unregulated services, under contract.

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3.0 SERVICE DESCRIPTION (cont'd)

3.1 Dominion Telecom, Inc. Long Distance Services

Dominion Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Pennsylvania.

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3.0 SERVICE DESCRIPTION (cont'd)

3.2 Interexchange Private Line Service

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

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4.0 RATE SCHEDULE

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

4.1 Intrastate 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:

- 4.1.1 Calls are measured in durational increments identified for each service.
- 4.1.2 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).
- 4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 4.1.4 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.
- 4.1.5 All times refer to local times.

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4.0 RATE SCHEDULE (cont'd)

4.2 Intrastate Rates Based Upon Distance

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

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

4.2.2 The airline distance between any two Rate Centers is determined as follows:

4.2.2.1. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.

4.2.2.2. Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.

4.2.2.3. Square each difference obtained in step 4.2.2.2 above.

4.2.2.4. Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.

4.2.2.5. Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.

4.2.2.6. 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.

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4.0 RATE SCHEDULE (cont'd)

4.3 Dominion Telecom, Inc. Long Distance Services

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4.0 RATE SCHEDULE (Cont'd)

4.4 Interexchange Private Line Services

4.4.1 Rate Categories

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

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

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

4.4.2 Basic and Mixed Vendor Services

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

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

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4.0 RATE SCHEDULE (cont'd)

4.4 Interexchange Private Line Services

4.4.3 DS-3 Service

DS-3	MINIMUM/MAXIMUM <u>Fixed Charge</u>	MINIMUM/MAXIMUM <u>Per Mile</u>
Monthly Recurring Charges:	\$XXX/ICB	\$XXX/ICB
Non- Recurring Charges:	\$XXX/ICB	\$XXX/ICB

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4.0 RATE SCHEDULE (cont'd)

4.4 Interexchange Private Line Services (Cont'd)

4.4.4 OC-3 Service

<u>OC-3</u>	<u>MINIMUM/MAXIMUM Fixed Charge</u>	<u>MINIMUM/MAXIMUM Per Mile</u>
Monthly Recurring Charges:	\$XXX/ICB	\$XXX/ICB
Non- Recurring Charges:	\$XXX/ICB	\$XXX/ICB

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4.0 RATE SCHEDULE (cont'd)

4.4 Interexchange Private Line Services (Cont'd)

4.4.5 OC-12 Service

<u>OC-12</u>	<u>MINIMUM/MAXIMUM Fixed Charge</u>	<u>MINIMUM/MAXIMUM Per Mile</u>
Monthly Recurring Charges:	\$XXX/ICB	\$XXX/ICB
Non- Recurring Charges:	\$XXX/ICB	\$XXX/ICB

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4.0 RATE SCHEDULE (cont'd)

4.4 Interexchange Private Line Services (Cont'd)

4.4.6 OC-48 Service

OC-48	MINIMUM/MAXIMUM <u>Fixed Charge</u>	MINIMUM/MAXIMUM <u>Per Mile</u>
Monthly Recurring Charges:	\$XXX/ICB	\$XXX/ICB
Non- Recurring Charges:	\$XXX/ICB	\$XXX/ICB

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4.0 RATE SCHEDULE (cont'd)

4.4 Interexchange Private Line Services (Cont'd)

4.4.7 OC-192 Service

OC-192	MINIMUM/MAXIMUM <u>Fixed Charge</u>	MINIMUM/MAXIMUM <u>Per Mile</u>
Monthly Recurring Charges:	\$XXX/ICB	\$XXX/ICB
Non- Recurring Charges:	\$XXX/ICB	\$XXX/ICB

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5.0 MISCELLANEOUS SERVICES

5.1 Restoration of Service

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

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6.0 SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

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

6.1.2 Basis for Cost Computation

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

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

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7.0 SPECIAL ARRANGEMENTS (cont'd)

7.1 Special Construction (cont'd)

6.1.3 Termination Liability

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

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

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

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

- (A) equipment and materials provided or used,
- (B) engineering, labor and supervision,
- (C) transportation, and
- (D) rights of way;

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

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

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

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

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

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7.0 SPECIAL ARRANGEMENTS (cont'd)

6.2 Individual Case Basis (ICB) Arrangements

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

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

6.3 Special Promotions

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

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7.0 PROMOTIONAL OFFERINGS

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EXHIBIT H

Dominion Telecom Inc.

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

**DOMINION TELECOM, INC
BALANCE SHEETS**

	December 31,	
	1999	2000
	(Dollars in thousands)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 773	\$ 12,358
Customer accounts receivable, net	1,183	1,704
Receivables from affiliates	1,605	--
Materials and supplies at average cost	571	326
Taxes receivable from parent	249	760
Total current assets	4,381	15,148
Investments	222	240
Intangible assets, net	--	95
Deferred tax asset	94	146
Property, plant and equipment, net	10,643	105,407
TOTAL ASSETS	\$ 15,340	\$121,036
 LIABILITIES & SHAREHOLDER'S EQUITY		
Current liabilities:		
Accounts payable, trade	\$ 243	\$ 12,191
Accounts payable, affiliates	--	11,008
Due to banks	--	12,690
Other accrued liabilities	--	253
Total current liabilities	243	36,142
Borrowings from affiliates	1,744	56,179
Deferred revenues & other non-current liabilities:		
Obligation under capital lease	2,801	2,778
Deferred revenue	387	374
Total deferred revenues & other non-current liabilities	3,188	3,152
 Commitments and contingencies		
 Shareholder's equity:		
Common stock, no par (authorized 1,000; issued and outstanding 42 at December 31, 1999 and 158 at December 31, 2000)	3,816	19,187
Paid-in capital	7,706	9,219
Accumulated deficit	(1,357)	(2,843)
Total shareholder's equity	10,165	25,563
TOTAL LIABILITIES & SHAREHOLDER'S EQUITY	\$ 15,340	\$121,036

**DOMINION TELECOM, INC
STATEMENT OF OPERATIONS**

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

DOMINION TELECOM, INC
STATEMENT OF CASH FLOWS

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

EXHIBIT I

Dominion Telecom Inc.

Corporate Refinancing Summary and Chart

Dominion Telecom, Inc. Transaction Summary

The following diagram provides a summary of the structure and the flow of funds on the Closing Date relating to the Company Transactions. The diagram does not purport to be completed and is qualified in its entirety by, and should be read in conjunction with, the more detailed information regarding the Company Transactions included elsewhere in this Offering Memorandum and the Transaction Documents described herein.

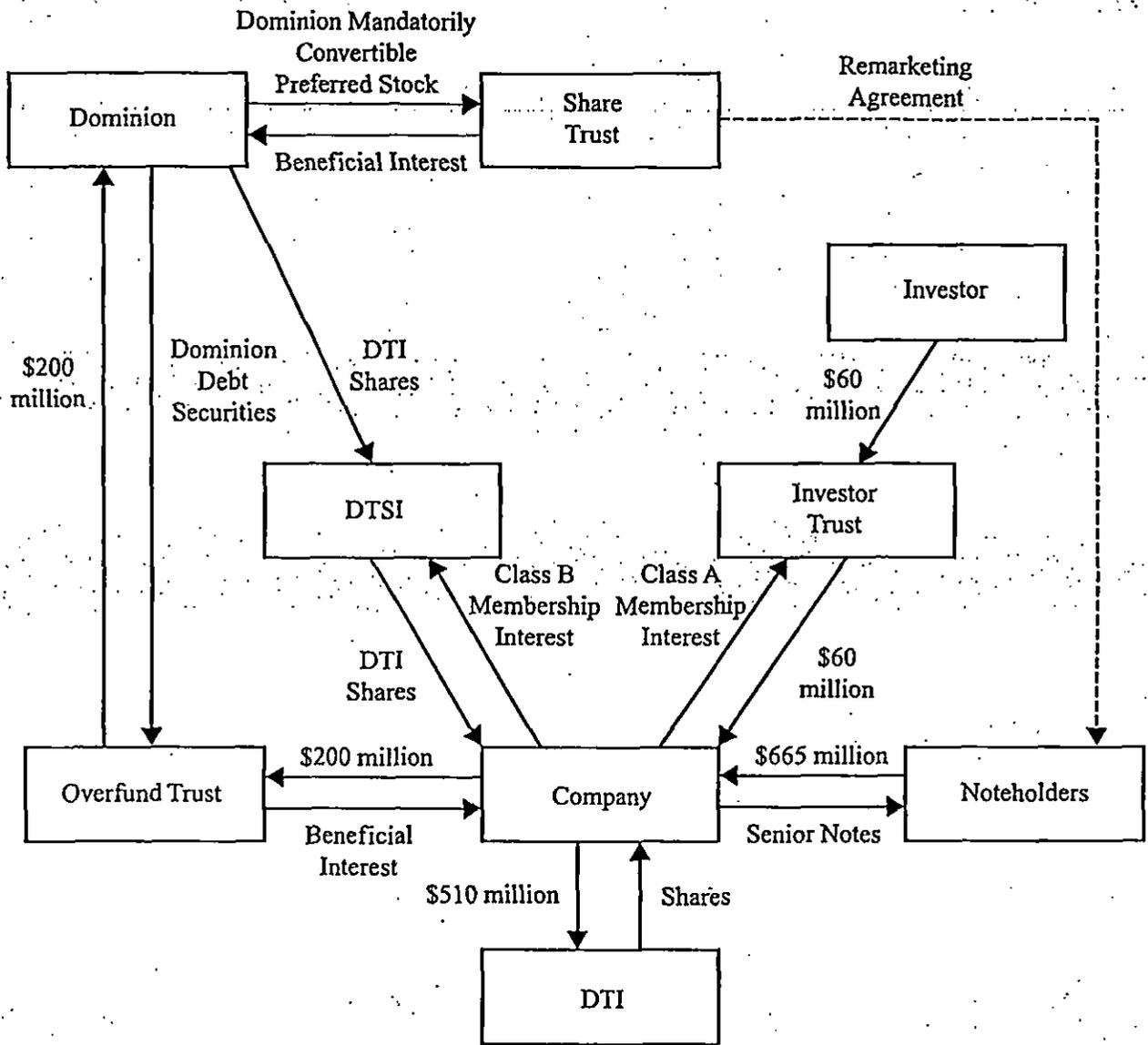
The "Company Transactions" comprise the following:

- (1) the issuance and sale on the Closing Date by the Company of the Senior Notes for \$665.0 million;
- (2) the issuance by the Company of the Class A Membership Interest in exchange for a capital contribution by the Investor Trust of cash in the amount of \$60.0 million on the Closing Date;
- (3) the issuance by the Company of the Class B membership interest (the "Class B Membership Interest") in exchange for a capital contribution by DTSl of the DTI Shares on the Closing Date;
- (4) the contribution by the Company on the Closing Date of approximately \$510.0 million out of the proceeds from the issuance of the Senior Notes and the Class A Membership Interest to DTI and the investment by DTI of such funds in Dominion Loans which shall be repaid to DTI by Dominion from time to time, as required; and the contribution by the Company to the Overfund Trust of the Overfund Amount of approximately \$200.0 million and the investment by the Overfund Trust of the Overfund Amount in Dominion Debt Securities and/or other Financial Investments; and
- (5) the issuance by Dominion to the Share Trust of Dominion Preferred Stock with an aggregate liquidation preference of \$665.0 million.

As a result of the Company Transactions, as of the Closing Date the capital accounts of DTSl (after deducting related transaction expenses) and the Investor Trust in the Company are expected to be approximately \$98.7 million and \$60.0 million, respectively.

The Company Transactions will also include the execution of the Participation Agreement, the Indenture, the Company LLC Agreement, the Security Agreement, the Remarketing Agreement, the Share Trust Agreement, the Overfund Trust Agreement and the other Transaction Documents.

The closing of the Offering is expected to occur concurrently with, and the Offering is conditioned upon, the closing of the sale of the Class A Membership Interest and the completion of the other Company Transactions.



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May 23, 2001

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VIA FEDERAL EXPRESS

Ms. Jocelyn Yarbough
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Certificate of Service - Application of Dominion Telecom, Inc

Dear Ms. Yarbough:

Per our conversation on May 23, 2001, enclosed please find an original and three (3) copies of the certificate of service to the Application of Dominion Telecom, Inc. to provide data-only Local Exchange, Competitive Access and Interexchange Services. If you have any questions, please do not hesitate to call.

Respectfully submitted,

Heather Hendrickson

Heather T. Hendrickson,
Law Clerk

DOCUMENT
FOLDER

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MAY 23 2001

CERTIFICATE OF SERVICE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.141, Heather

Hendrickson, hereby certify that on the 18th day of May 2001, I served copies of the foregoing letter by first class mail:

David Cameron
Alltel Pennsylvania Inc.
4792 Old William Penn Highway
Export, PA 15632

Barbara Dizenzo
Armstrong Telephone Co. North
One Armstrong Place
Butler, PA 16001

James Kail
Bentleyville Communications, Inc.
Box 585, 608 Main Street
Bentleyville, PA 15314

Donald Breitenstein
Buffalo Valley Telephone Co.
P.O. Box 388, 20 S. Second Street
Lewisburg, PA 17837

Richard Cutrell
Citizens Tel. Co. of Kecksburg
P.O. Box 156
Mammoth, PA 15664-0156

John Sutphen
Citizens Telecomm. Co. of New York
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Plano, TX 75024

Donald Cawley
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Cassandra Guinness
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Canton, Inc., Penna, Inc.,
Lakewood, Inc., Oswayo River)
4th Floor, 180 S. Clinton Avenue
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Robert Wrighter
Hancock Telephone Co
P.O. Box 608, 6 Read Street
Hancock, NY 13783

Grier Adamson
Hickory Telephone Co.
P.O. Box 426, 75 Main Street
Hickory, PA 15430-0426

William George II
Ironton Telephone Co.
4242 Mauch Chunk Rd.
Coplay, PA 18037-9608

Deborah Beattie
Lackawaxen Telecomm. Services, Inc.
State Rd. 590 E, P.O. Box 8
Rowland, PA 18457

Scott Horne
Marianna & Scenery Hill Tel. Co.
Box 308, 17 Magnolia Avenue
Marianna, PA 15345

A P Kimble
North Pittsburgh Telephone Co.
4008 Gibsonia Road
Gibsonia, PA 15044-9311

Jeffrey Gehman
Palmerton Telephone Co.
P.O. Box 215, 463 Delaware Ave.
Palmerton, PA 18071

Mary Davis
Pennsylvania Telephone Co.
191 Middle Road
Jersey Shore, PA 17740

Jack Persing
South Canaan Telephone Co.
Route 296
P.O. Box 160
South Canaan, PA 18459

John Van Vught
TDS Telecom/Sugar Telephone
P.O. Box 37, South Street
Loganton, PA 17747

John Keister
Venus Telephone Corp.
Box 75
County Line Rd.
Venus, PA 16364

Edwin Hall
Verizon Pennsylvania, Inc.
17th Floor, 1717 Arch Street
Philadelphia, PA 19103

Ernest Pratt
Laurel Highland Telephone Co.
P.O. Box 168
Stahlstown, PA 15687

Ruth Robbins
North Penn Telephone Co.
P.O. Box 349, 34 Main Street
Prattsburgh, NY 14873

Edward Tourje
North-Eastern PA Telephone Co.
720 Main Street
Forest City, PA 18421-0150

David Freet
Pennsylvania Tel. Assn.
30 N. Third Street
Harrisburg, PA 17101

Eleanor Snyder
Pymatuning Ind. Telephone Co.
5 Edgewood Drive
Greenville, PA 16125-8832

John van Vught
TDS Telecommahoney & Mahantango
R.D. #1
P.O. Box 336
Herndon, PA 17830-0336

John Zorn
United Telephone Co. of PA
P.O. Box 1201, 6860 W. 15th Street
Overland Park, KS 66211

John Dudley
Verizon North, Inc.
Suite 600
212 Locust Street
Harrisburg, PA 17108

Mark Moore
West Side Telephone Co.
1449 Fairmont Road
Morgantown, WV 26508

Ethey Rucker
Yukon Waltz Telephone Co.
Box 398
Yukon, PA 15698

Heather Hendrickson 5/23/01
Heather Hendrickson

DATE: June 17, 2001

SUBJECT: A-311102
A-311102F0002
A-311102F0003

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

Application of Dominion Telecom, Inc.

We attach hereto a copy of the Application of Dominion Telecom, Inc., for approval to provide telecommunication services as an Interexchange Reseller of Toll Services (A-311102), as a Competitive Local Exchange Carrier (A-311102F0002), and as a Competitive Access Provider (A-311102F0003) to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application expired on June 2, 2001.

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

jty

Attachment

DOCKETED
JUL 17 2001

**DOCUMENT
FOLDER**

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265
June 17, 2001

IN REPLY PLEASE
REFER TO OUR FILE
A-311102
A-311102F0002
A-311102F0003

HEATHER T HENDRICKSON
1200 19TH STREET NW
SUITE 500
WASHINGTON DC 20036

Dear Ms Hendrickson:

Please be advised that the Application of Dominion Telecom, Inc. to provide telecommunications services as a Interexchange Reseller of Toll Services (A-311102); Competitive Local Exchange Carrier (A-311102F0002); and Competitive Access Prvider (A-311102F0003) to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

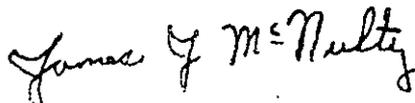
The protest period for this application expired on June 2, 2001.

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

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

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

Sincerely,



James J. McNulty
Secretary

JJM:jjy

DOCKETED
JUL 17 2001

**DOCUMENT
FOLDER**

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

1200 19TH STREET, N.W.

SUITE 500

WASHINGTON, D.C. 20036

(202) 955-9600

FACSIMILE

(202) 955-9792

www.kelleydrye.com

DIRECT LINE (202) 887-1284

E-MAIL: hhendrickson@kelleydrye.com

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TYSONS CORNER, VA

LOS ANGELES, CA

CHICAGO, IL

STAMFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

HONG KONG

AFFILIATE OFFICES

BANGKOK, THAILAND

JAKARTA, INDONESIA

MANILA, THE PHILIPPINES

MUMBAI, INDIA

TOKYO, JAPAN

July 10, 2001

A-311102

RECEIVED

JUL 10 2001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

James McNulty
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Amendment to Application of Dominion Telecom, Inc.

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the amended application of Dominion Telecom, Inc. ("Dominion" or "Company") to provide data-only Local Exchange, Competitive Access and Interexchange Services.

On May 18, 2001, Dominion filed an application for data-only Local Exchange, *Competitive Access and Interexchange Services on a statewide basis*. Dominion hereby amends its application to request authority to provide non-facilities based local exchange service only in the service territories of Verizon Pennsylvania, Inc., Verizon-North, and Sprint/United Telephone Company. The amendments make clear that Dominion seeks neither non-facilities based authority nor the right to offer resold services in rural service territories. All changes to the application are in bold and are underlined. Specifically, Dominion makes the following modifications to its application:

- Paragraph 9 is amended to list the geographic service area in which Dominion proposes to offer each type of service;
- Paragraph 10 is amended by removing any reference to non-facilities based service in Part C and adding Part D to describe Dominion's proposed non-facilities based service offerings;

DOCUMENT
FOLDER

James McNulty
July 10, 2001
Page Two

- Paragraph 11 is amended by removing any reference to non-facilities based service in Part C and adding Part D to include the geographic service areas in which Dominion proposes to provide non-facilities based service; and
- Paragraph 12 is amended by adding Part D to include the customer base to which Dominion intends to market its non-facilities based service.

Please date-stamp the duplicate copy of this filing and return it to the undersigned in the envelope provided. If you have any questions, please do not hesitate to call.

Respectfully submitted,



Heather T. Hendrickson,
Law Clerk

Enclosures

cc: Regina L. Matz, Counsel
Rural Telephone Company Coalition

David M. Fellowes, Vice President, Marketing, Business and Product Development
Dominion Telecom, Inc.

John D. Sharer, Managing Counsel
Dominion Resources Services, Inc.

Service List (by US Mail)

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Dominion Telecom, Inc.
for approval to offer, render, furnish or
supply telecommunications services as an
Competitive Local Exchange Carrier,
Competitive Access Provider and an
Interexchange Carrier to the public in the
Commonwealth of Pennsylvania.

Application Docket No.
A-311102
F _____
2000

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

Dominion Telecom, Inc. ("Dominion")
701 East Cary Street – 9th Floor
One James River Plaza
Richmond, Virginia 23219
(804) 775-5000 (telephone); (804) 775-5588 (fax)

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JUL 11 2001

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Dominion is formerly known as VPS Communications, Inc. ("VPSC"). VPSC was incorporated in Virginia on April 14 1997, formed exclusively to provide telecommunications services. On August 8, 1997, the Virginia State Corporation Commission ("SCC") authorized VPSC to provide interexchange services in Virginia, and on August 9, 1999, the SCC authorized VPSC to provide local exchange services. Currently, Dominion provides, on a facilities-based and resale basis, private line DS-1, DS-3 and OC-n level services to other interexchange carriers, competitive local exchange carriers, Internet and wireless service providers in Virginia.

On August 2, 2000, VPSC changed its name to Dominion Telecom, Inc. There have been no predecessors of the Applicant; Applicant has operated under no other names. Dominion is in the process of applying for authority to operate as a competitive local exchange and interexchange carrier in New York and Ohio, and in the near future, several other eastern states.

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

Melissa Smith Conway, Esq.
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Suite 500

DOCKETED
JUL 17 2001

DOCUMENT
FOLDER

Washington, D.C. 20036
Telephone (202) 955-9667
Facsimile (202) 955-9792

3. CONTACTS:

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

Mr. David M. Fellowes
Vice President – Marketing, Business and Product Development
Dominion Telecom, Inc.
One James River Plaza, 9th Floor
701 East Cary Street
Richmond, Virginia 23219
(804) 775-5000 (telephone); (804) 775-5588 (fax)

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

Not Applicable – Dominion is not offering voice services at this time.

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

Complaints Analyst
Dominion Telecom, Inc.
One James River Plaza, 9th Floor
701 East Cary Street
Richmond, Virginia 23219
(804) 775-5000 (telephone); (804) 775-5588 (fax)

4. FICTITIOUS NAME:

The Applicant will not be using a fictitious name.

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

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

The Applicant is a sole proprietor.

- The Applicant is a:
- General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)
 - *Foreign limited partnership (15 Pa. C.S. §8582)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

- The Applicant is a:
- Domestic corporation (15 Pa. C.S. §1306)
 - Foreign corporation (15 Pa. C.S. §4124)
 - Domestic limited liability company (15 Pa. C.S. §8913)
 - *Foreign limited liability company (15 Pa. C.S. §8981)

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

C T Corporation System
1515 Market Street, Suite 1210
Philadelphia, Pennsylvania 19102

Please see *Exhibits A and B* for proof of Applicants compliance with appropriate Department of State filing and a copy of the Applicant's Articles of Incorporation. Applicant is incorporated in the State of Virginia.

Give name and address of officers:

Edgar M. Roach Jr. - Chief Executive Officer, Director
Robert E. Rigsby - President and Chief Operating Officer, Director
Thomas N. Chewning - Director
G. Scott Hetzer - Senior Vice President and Treasure, Director

All of the above officers can be reached through Dominion's principal office at One James River Plaza, 9th Floor – 701 E. Cary Street, Richmond, Virginia 23219; (804) 775-5000 (telephone); (804) 775-5588 (fax).

The full business experience of these officers is set forth in detail in *Exhibit C*, which also contains the biographies and a brief description of the business experience of key management and operational personnel who will be

responsible Dominion's telecommunications services in Pennsylvania and throughout the United States.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

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

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

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier:
 - Facilities-Based

Non-facilities-Based

Incumbent Local Exchange Carrier.

Other (Identify).

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

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards) **(Statewide)**

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards) **(Statewide)**

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

Competitive Local Exchange Carrier: ***LIMITED TO DATA***

Facilities-based **(Statewide)**

Non-facilities-based **(only in the service territories of Verizon Pennsylvania, Inc., Verizon-North, and Sprint/United Telephone Company.)**

Incumbent Local Exchange Carrier

Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation.

A. Interexchange Toll Facilities-Based and Resold Service

Applicant proposes to provide facilities-based and resold interexchange telecommunications services to primarily providers of wireless, data, applications and Internet service as well as large and medium-sized business customers throughout the State of Pennsylvania.

B. Competitive Access Service

Dominion intends to provide wholesale point-to-point private line backbone service to wholesale customers, including, but not limited to, IXCs, LECs, Wireless, Paging, Data, Internet service providers. Dominion also intends to resell special access services to carriers.

C. Facilities-Based Local Exchange Service

Applicant proposes to provide a full array of facilities-based local exchange services including, but not limited to, basic voice, exchange access, private line, Internet access and data transmission services. Initially, however, Dominion will only offer high-speed data services, including private line, Internet, data and special access services. Therefore, Dominion seeks competitive facilities-based local exchange authority for data services *only*. At the point at which Dominions decides to offer residential and/or business dialtone services, it will file an amendment to its certificate and amend its tariffs to include such services.¹

D. Non-Facilities-Based Local Exchange Service

Applicant proposes to provide non-facilities based local exchange services in non-rural service territories, in order to provide customers services, including, but not limited to, basic voice, exchange access, private line, Internet access and data transmission services. Initially, however, Dominion will only offer high-speed data services, including private line, Internet, data and special access services. Therefore, Dominion seeks competitive non-facilities based local exchange authority for data services *only*. At the point at which Dominions decides to offer residential and/or business dialtone services, it will file an amendment to its certificate and amend its tariffs to include such services

E. General Statement about Applicant's network

Dominion plans to provide the above-described telecommunications services over its state-of-the-art fiber optic network that utilizes SONET and DWDM technology for maximum reliability and flexibility. The interexchange and local fiber optic networks will consist of mostly fiber optical cable purchased from other providers. Some of the fiber facilities may be constructed by Dominion as well. Currently, Dominion's consists of approximately 3,600 route miles and 34,000 fiber miles and includes metropolitan fiber rings in six markets, including New York City, Buffalo, Syracuse, Albany, Washington D.C./Northern Virginia and Richmond. Dominion is currently in the process of expanding its network, which is expected to connect approximately sixty major metropolitan areas along this network including thirty metropolitan rings in select cities. Dominion also plans to expand its network north into the Canadian cities of Toronto, Ottawa and Montreal. Upon its substantial completion in 2003, Dominion's network is expected to consist of approximately 9,400 route miles and 824,000 fiber miles. The initial optical platform will consist of an eighty-channel dense wave division (DWDM) capable of supporting eighty OC-192 optical transport systems (capable of 800 Gbps). The local fiber optic networks, first in New York City with 2001 plans in the other aforementioned cities, will initially support a thirty-two channel DWDM system (32 x OC-

¹ Dominion seeks competitive local exchange authority limited to data as opposed to seeking any waivers in compliance with the Commission's Final order in *Letter Petition of BlueStar Networks, Inc. for Waiver of Certain Tariff Requirements Pertaining to Voice-grade Service*, Final Order Docket Nos. A-310862, A-31062F0002, A-310862F0003, A-31086 F0004 (Aug. 17, 2000).

192 capacity). More information is contained in Dominion's construction schedule appended hereto as *Exhibit D*.

All of the optical transmission equipment is currently manufactured by Alcatel. Other equipment necessary to support internet and data-centric services will not be known until the services are made available in 2001. At this time, Dominion does not intend to provide residential and/or business dialtone services.

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

A. Interexchange Toll Facilities-Based and Resold Service

Applicant seeks statewide authority.

B. Competitive Access Service

Applicant seeks statewide authority.

C. Facilities-Based Local Exchange Service

Applicant seeks statewide authority.

D. Non-Facilities Based Local Exchange Service

Applicant seeks authority only in the service territories of Verizon Pennsylvania, Inc., Verizon North and Sprint/United Telephone Company.

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

A. Interexchange Toll Facilities-Based and Resold Service

Applicant initially intends to provide facilities-based and resold interexchange services to wholesale customers as well as large and medium-sized business customers.

B. Competitive Access Service

Applicant initially intends to provide competitive access services to wholesale customers as well as large and medium-sized business customers.

C. Facilities-Based Local Exchange Service

Applicant initially intends to provide facilities-based local exchange services to wholesale customers as well as large and medium-sized business customers. At this

time, Dominion does not intend to provide residential and/or business dialtone services.

D. Non-Facilities Based Local Exchange Service

Applicant initially intends to provide non-facilities based local exchange services to wholesale customers as well as large and medium-sized business customers. At this time, Dominion does not intend to provide residential and/or business dialtone services.

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

See Exhibits E, F, G

14. **FINANCIAL:**

See Exhibits H, I

15. **START DATE:** The Applicant proposes to begin offering services on or about

The Company initially intends to provide interexchange and competitive access services to business customers in the third quarter of 2001. Furthermore, the Company initially intends to provide local exchange service to carrier customers in the third quarter of 2001 and to business customers in the fourth quarter, 2001.

16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

None

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

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

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

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

Applicant does not claim a particular status pursuant to the Federal Telecommunications Act of 1996.

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

Neither Applicant, nor any person identified in this Application, has been convicted of a crime involving fraud or similar activity. Applicant has not appeared before any administrative body or judicial forum as a defendant or respondent.

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

Applicant:: Dominion Telecom. Inc.

By: _____
Melissa S. Conway
Counsel for Dominion Telecom Inc.

CERTIFICATE OF SERVICE

Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14 I, Margaret Lucero, hereby certify that on the 10th day of July 2001, I served copies of the foregoing letter by first class mail:

Office of the Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17102

Ethey Rocker
Yukon Waltz Telephone Co.
Box 398
Yukon, PA 15698

David Cameron
Alltel Pennsylvania Inc.
4792 Old William Penn Highway
Export, PA 15632

Barbara Dizenzo
Armstrong Telephone Co. North
One Armstrong Place
Butler, PA 16001

James Kail
Bentleyville Communications, Inc.
Box 585, 608 Main Street
Bentleyville, PA 15314

Donald Breitenstein
Buffalo Valley Telephone Co.
P.O. Box 388, 20 S. Second Street
Lewisburg, PA 17837

Richard Cutrell
Citizens Tel. Co. of Kecksburg
P.O. Box 156
Mammoth, PA 15664-0156

John Sutphen
Citizens Telecomm. Co. of New York
5600 Headquarters Drive
Plano, TX 75024

Donald Cawley
Commonwealth Telephone Co.
100 Cte. Drive
Dallas, PA 18612

Donald Breitenstein
Conestoga Tel. & Telegraph Co.
202 E. First Street
Birdsboro, PA 19508

Thomas Morell
Denver & Ephrata Tel. & Tel.
Box 458, 130 E. Main Street
Ephrata, PA 17522-0458

John Van Vught
Deposit Telephone Co.
P.O. Box 87, 87 Front St.
Deposit, NY 13754

Cassandra Guinness
Frontier Comm. of Breezewood,
Canton, Inc., Penna, Inc.,
Lakewood, Inc., Oswayo River)
4th Floor, 180 S. Clinton Avenue
Rochester, PA 14646

Grier Adamson
Hickory Telephone Co.
P.O. Box 426, 75 Main Street
Hickory, PA 15430-0426

Deborah Beattie
Lackawaxen Telecomm. Services, Inc.
State Rd. 590 E, P.O. Box 8
Rowland, PA 18457

Scott Horne
Marianna & Scenery Hill Tel. Co.
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Marianna, PA 15345

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North Pittsburgh Telephone Co.
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Gibsonia, PA 15044-9311

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Palmerton Telephone Co.
P.O. Box 215, 463 Delaware Ave.
Palmerton, PA 18071

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Pennsylvania Telephone Co.
191 Middle Road
Jersey Shore, PA 17740

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South Canaan Telephone Co.
Route 296
P.O. Box 160
South Canaan, PA 18459

Robert Wrighter
Hancock Telephone Co
P.O. Box 608, 6 Read Street
Hancock, NY 13783

William George II
Ironton Telephone Co.
4242 Mauch Chunk Rd.
Coplay, PA 18037-9608

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Laurel Highland Telephone Co.
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North Penn Telephone Co.
P.O. Box 349, 34 Main Street
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720 Main Street
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Pennsylvania Tel. Assn.
30 N. Third Street
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Eleanor Snyder
Pymatuning Ind. Telephone Co.
5 Edgewood Drive
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P.O. Box 336
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Venus, PA 16364

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Verizon Pennsylvania, Inc.
17th Floor, 1717 Arch Street
Philadelphia, PA 19103

John Zorn
United Telephone Co. of PA
P.O. Box 1201, 6860 W. 15th Street
Overland Park, KS 66211

John Dudley
Verizon North, Inc.
Suite 600
212 Locust Street
Harrisburg, PA 17108

Mark Moore
West Side Telephone Co.
1449 Fairmont Road
Morgantown, WV 26508


Margaret Lucero

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

HEATHER T. HENDRICKSON
KELLEY DRYE & WARREN LLP
1200 19TH STREET, N.W.
WASHINGTON, DC 20036

DATE 8/15/01
RECEIPT # 198717

IN RE: Application fees for DOMINION TELECOM, INC. (ALSO INCLUDES DOCKET #
A-~~00~~311102F0003)

Docket Numbers A-~~00~~311102 and A-~~00~~311102F0002..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 006749
CHECK AMOUNT: \$250.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED
AUG 28 2001