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A LIMITED LIABILITY PARTNERSHIP

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Ku?

November 29, 2001

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Mr. James McNulty
Secretary
Commonwealth of Pennsylvania Public Utility Commission
North Building
Commonwealth Avenue & North Street
Harrisburg, PA 17105

Re: Docket Nos. A-311102/A-311102F0002/A-311102F0003/
A-31102F0004: Dominion Telecom, Inc. Change of Address

Dear Mr. McNulty:

This letter is to inform you of the change of address of our client, Dominion Telecom, Inc., ("Dominion") previously located at 701 East Cary Street, Richmond, VA 23219.

The NEW address for Dominion is as follows:

John D. Sharer, Esq.
Managing Counsel

David M. Fellowes
*Vice President - Marketing, Business and Product
Development*

Dominion Telecom, Inc.
4355 Innslake Drive
Glen Allen, VA 23060
Main No. (804) 565-7500
Fax No. (804) 565-7644
Toll-free No. (888) 854-2138

Mr. James McNulty
November 29, 2001
Page Two

Dominion filed an application for a Certificate of Public Convenience to provide local exchange, competitive access and interexchange telecommunication services on May 21, 2001. On November 7, 2001, Dominion was granted authority to provide facilities-based local exchange service, limited to data, as well as resold local service (A-311102F0002); competitive access service (A-311102F0003); resold interexchange service (A-311102); and facilities-based interexchange service (A-31112F0004). All correspondence relating to Dominion's Certificate of Public Convenience, and all other regulatory matters, should be directed to Mr. Sharer and Mr. Fellowes at the address listed above.

Thank you for your cooperation in this matter and if you have any questions, please do not hesitate to contact me at (202) 887-1284.

Respectfully submitted,



Heather T. Hendrickson
Law Clerk

KELLEY DRYE & WARREN LLP

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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: Dominion Telecom, Inc. Initial Tariff Filing - A-311102;
A-311102F0002; A-311102F0003; A-311102F0004

Dear Mr. McNulty:

Enclosed please find an original and three (3) copies of the following Dominion Telecom, Inc. ("Dominion") tariffs:

- Resold Interexchange Toll Services – A-311102
- Competitive Local Exchange Services – A-311102F0002
- Competitive Access Services – A-311102F0003
- Facilities-Based Interexchange Services – A-311102F0004

On November 7, 2001, the Pennsylvania Public Utility Commission ("Commission") issued its order approving Dominion's Application to provide resold interexchange toll services; resold competitive local exchange services, limited to data services within the territories of Verizon Pennsylvania, Inc., Verizon North, Inc., and Sprint/United Telephone of Pennsylvania; facilities-based competitive local exchange service, limited to data services; competitive access services, and facilities-based interexchange service. The Commission further directed Dominion to make certain tariff revisions to each of its tariffs.

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James McNulty
December 21, 2001
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Dominion revised its tariffs in accordance with the Commission's order and hereby files its tariffs with the Commission. Copies of Dominion tariffs have been sent to the Office of the Consumer Advocate, Office of Small Business Advocate, Office of the Attorney General, as well as Verizon North, Inc., Verizon Pennsylvania, Inc. and Sprint/United Telephone of Pennsylvania.

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: Earl Kuhn

A-311102
ORIGINAL

**REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO
RESELLER OF INTEREXCHANGE TOLL SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA**

Provided by:

DOMINION TELECOM, INC.
4355 Innslake Drive
Glen Allen, VA 23060

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Issued: December 26, 2001

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Vice President, Marketing, Business and Product Development
4355 Innslake Drive
Glen Allen, VA 23060

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		
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* Indicates new or revised sheet.

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TARIFF FORMAT

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

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EXPLANATION OF SYMBOLS

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

- (I) To signify an increase in rates.
- (D) To signify a decrease in rates.
- (C) To signify any other changes.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold IntraLATA and InterLATA Toll services within the Commonwealth of Pennsylvania by Dominion Telecom, Inc. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 4355 Innslake Drive, Glen Allen, VA 23060. The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superceded.

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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 Dominion Telecom, 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.

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1.0 **DEFINITIONS (Cont'd)**

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

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

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

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

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

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

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

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

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

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

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

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1.0 **DEFINITIONS (Cont'd)**

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

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

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

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

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

Mbps: Megabits, denotes millions of bits per second.

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

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

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

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

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

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

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

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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 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.

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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.

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2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish resold IntraLATA and InterLATA telecommunication services pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions to customers between points within the Commonwealth of Pennsylvania.

Customers and users may use services 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.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- 2.1.3.1. Service is provided on the basis of a minimum period of at least one (1) month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- 2.1.3.2. The Company offers interexchange telecommunications services throughout the 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.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

2.1.3.7. Customer Service Inquiries. The Company will comply with the 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. Failure of the Customer to pay for services or equipment which are not regulated by the Department;

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

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

2.5.3.4.e. 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.

2.0 **REGULATIONS** (cont'd)

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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 2.5.5.1 through 2.5.5.4 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 facilities-based intrastate interexchange 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. 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 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 Interexchange Private Line Services

4.3.1 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.

4.3.2 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)

A.	<u>DS-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	<u>MIN</u> : ICB <u>MAX</u> : \$13,640.86	<u>MIN</u> : ICB <u>MAX</u> \$2,625.36
	2. InterLATA	<u>MIN</u> : ICB <u>MAX</u> : \$12,922.92	<u>MIN</u> : ICB <u>MAX</u> \$2,487.19
B.	<u>OC-3 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
C.	<u>OC-12 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
D.	<u>OC-48 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
E.	<u>OC-192 Service</u>	<u>Monthly Fixed Charge</u>	<u>Per Mile</u>
	1. IntraLATA	ICB	ICB
	2. InterLATA	ICB	ICB
F.	<u>Restoration Charge:</u>	\$6.00	
G.	<u>Installation Charge:</u>	\$40.00	

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5.0 MISCELLANEOUS SERVICES

5.1 Restoration of Service

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

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6.0 SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

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

6.1.2 Basis for Cost Computation

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

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

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6.0 SPECIAL ARRANGEMENTS (cont'd)

6.1 Special Construction (cont'd)

6.1.3 Termination Liability

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

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

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

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

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

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

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

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

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

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6.0 SPECIAL ARRANGEMENTS (cont'd)

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

6.2 Individual Case Basis (ICB) Arrangements

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

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

6.3 Special Promotions

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

6.4 On-Site Visits and Repair

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

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7.0 PROMOTIONAL OFFERINGS

Reserved For Future Use.

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