



February 11, 2008
Via Overnight Delivery

Ms. Sharla Dillon , Docket Clerk
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RECEIVED
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T.R.A. DOCKET ROOM

PAID T.R.A.	
Chk #	1172
Amount	25.00
Rcvd By	TS
Date	2/12/08

08-00026

RE: Application of Baldwin County Internet/DSSI Service, L.L.C. for Authority to Provide
Competing Local and Interexchange Telecommunications Services in the State of
Tennessee

Enclosed is Baldwin County Internet/DSSI Service, L.L.C.'s (BCI) Application for a Certificate of Convenience and Necessity to provide competing telecommunications services in the state of Tennessee. The Company is requesting authorization to serve all areas of Tennessee, exclusive of the serving areas of any ILEC that enjoys a rural exemption under Section 251(f) of the Telecommunications Act of 1996. BCI provides high-speed/bandwidth fiber optic transport service to service providers as an intermediate telecommunications provider. The application seeks authority to provide facilities-based and re-sold intraexchange and interexchange telecommunications services. The Company has no plans at present to provide basic local exchange service to end-users.

Included with this Application is the requisite check for \$25.00.

As required by Rule 1220-1-1-.03(4), the Company is enclosing the original and thirteen (13) copies.

Any questions regarding this filing may be directed to my attention at 214-762-7576, email at mike.giles@att.net, or physical address, 6601 County Rd 166, McKinney, TX 75071-7309. Thank you for your assistance in this matter.

Sincerely,

Michael N. Giles
Huron Consulting Group for
Baldwin County Internet/DSSI Service, L.L.C.

Enclosures

6601 County Rd 166
McKinney, Texas 75071-7309
P 214-762-7576 F 972-562-7449

www.huronconsultinggroup.com

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF BALDWIN COUNTY
INTERNET/DSSI SERVICE, L.L.C.
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL
TELECOMMUNICATIONS SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Baldwin County Internet/DSSI Service, L.L.C. ("BCI" or "the Company") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to the Company authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Baldwin County Internet/DSSI Service, L.L.C. is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

1. In support of its Application, BCI submits the following:

The full name and address of the Applicant is:

Baldwin County Internet/DSSI Service, L.L.C.
22645 Canal Road, Suite B
Orange Beach, Alabama 36561
Telephone: (251) 224-0800
Facsimile: (251) 224 0830

Questions regarding this application should be directed to:

Michael N. Giles, Consultant
Huron Consulting Group
6601 County Rd 166
McKinney, TX 75071-7309
Telephone: (214) 762-7576
Facsimile: (972) 562-7449
Email: mike.giles@att.net

Contact name and address at the Company is:

R. Scott Seab, Esq
Vice President – Regulatory Affairs
Baldwin County Internet/DSSI Service, L.L.C.
1644 Plowman Drive
Monument, CO 80132
Telephone: 719-233-5138
Facsimile: 719-635-4069
Email: scott.seab@cnxntech.com

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

Not Applicable. Baldwin County Internet/DSSI Service, L.L.C. is a stand-alone limited liability company. It is not a subsidiary of any other business entity nor does it have any subsidiaries.

3. Corporate information:

Baldwin County Internet/DSSI Service, L.L.C. was formed in the state of Alabama on January 17, 2002. A copy of the Company's Articles of Organization and amendments are provided in Exhibit B. A copy of BCI's Authority to transact business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal company officers are in Exhibit D. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in Exhibit E.

4. Baldwin County Internet/DSSI Service, L.L.C. possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications:

Baldwin County Internet/DSSI Service, L.L.C. is a private company and, as such, does not file any SEC reports nor has it had its financial results audited. In support of its financial qualifications, Baldwin County Internet/DSSI Service, L.L.C. submits the year-end 2005 and 2006 balance sheet and income statement. In addition, preliminary schedules for the first half of 2007 are included. These are provided in Exhibit F. As stated in Paragraph 2, there are no subsidiaries or parent companies; thus these are the only financial statements applicable.

The Company relies on private financing through its sole owner, Jeffery L. Hathaway. This has been adequate for the current expansion efforts and will be adequate for future expansion, such as this expansion into Tennessee. Thus, Baldwin County Internet/DSSI Service, L.L.C. asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee.

In May 2007, BCI shifted in business strategy from owning CLEC operations to the sale of many of its assets, while retaining the operating functions of the business in Florida and Alabama. As a result of the funds freed up from this sale of the majority of assets, the Company began to change into a local and interexchange transport company in Florida and Alabama, as well as the new states in which it is authorized to offer its transport services as a CLEC: Nevada, Mississippi, Wisconsin, Colorado (which does not regulate transport services), and Virginia, with applications pending in Arizona, Georgia, Illinois, New Mexico, North Carolina, and Texas. Other states which are in the process of being added include: Maryland, Utah, South Carolina, and California.

Exhibit G contains a three-year budget for the Company, covering the years 2008 – 2010. BCI plans to enter into negotiations with cable television and telecommunications companies to provide transport services between their serving areas and a POI (point of interconnection with the public switched telephone network (PSTN)).

Neither Baldwin County Internet/DSSI Service, L.L.C.'s past financial statements nor its projected financial statements reflect any revenues or expenses associated with reciprocal compensation.

TCA §65-4-125 requires telecommunications service providers that own and operate equipment and facilities with a value of more than five million dollars (\$5,000,000), to file a corporate surety bond with the Authority. BCI does not plan to reach that level of investment during the first three years of operation. At such time as the Company exceeds that value, it will file the required surety bond.

B. Managerial Ability:

Exhibit E to this Application details Baldwin County Internet/DSSI Service, L.L.C.'s managerial expertise and experience. As described in the biographical information, Baldwin County Internet/DSSI Service, L.L.C.'s management team has extensive management and business experience in the telecommunications field. It has provided the same or similar services in other states and is fully capable of providing the requested telecommunications services in Tennessee.

C. Technical Qualifications:

Baldwin County Internet/DSSI Service, L.L.C. services will satisfy the minimum standards established by the TRA for the type of service being provided. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. The Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies (Exhibit E) of the principal officers, the Company's management team has extensive engineering and telecommunications experience. Thus, Baldwin County Internet/DSSI Service, L.L.C. is certainly technically qualified to provide local exchange and interexchange service in Tennessee.

5. Proposed Service Area:

Baldwin County Internet/DSSI Service, L.L.C. is already authorized to provide telecommunications services in Florida, Alabama, Nevada, Mississippi, Wisconsin, Virginia, and Colorado (the Company's transport services do not require certification in Colorado). Additionally, the company has pending applications for authority in Arizona, Georgia, Illinois, New Mexico, North Carolina, and Texas.

Baldwin County Internet/DSSI Service, L.L.C. proposes to offer its services throughout the State of Tennessee. The Company provides high-speed/bandwidth fiber optic transport between two POIs (points of interconnection). Usually, this transport provides interconnection between a service provider (who provides basic local exchange services to end user customers) and a POI to connect to the PSTN (public switched telephone network). Although it currently utilizes a "softswitch" in Alabama and Florida to provide basic local exchange services, it has no plans to provide switched service in Tennessee at this time.

6. Types of Local Exchange Service to be provided:

The Company does not plan to provide basic local exchange service at this time. BCI provides transport services to other service providers who provide basic local exchange service. It does not provide any content on the circuits – only transport of other companies' data, voice (usually VoIP - Voice over Internet Protocol), cable television and internet traffic.

At such time (if ever) that it begins offering basic local exchange service, the company attests that it will file to amend its certificate and its tariff, and provide services in accordance with the applicable statutes and rules of Tennessee.

7. Repair and Maintenance:

Baldwin County Internet/DSSI Service, L.L.C. understands the importance of effective customer service for all customers. BCI has a service contract in place with its Service Bureau, Accelera, to handle all customer service problems on a "24-7" basis. Customers can call Accelera at its toll-free customer service number 1-877-668-1795. In addition, customers may contact the company in writing at the headquarters address in Question 1. above, or by accessing the company web site: www.dssitech.com. The toll free number will be printed on the customer's monthly billing statements. The contact person knowledgeable about customer service problems is Diane Cartmell, General Manager Service Bureau Central, or Jeffery L. Hathaway, Chief Executive Officer.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. The Company provides high-speed/bandwidth fiber optic transport, preferably by constructing its own facilities, but on an interim basis through leasing or purchasing facilities. This construction will add to the economic output of Tennessee and benefit all citizens. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers the increased efficiencies and cost savings which result from technologically advanced services being introduced or expanded. Authorizing Baldwin County Internet/DSSI Service, L.L.C. to provide local exchange and interexchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Baldwin County Internet/DSSI Service, L.L.C. and indirectly, because the Company's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8. Small and Minority-Owned Telecommunications Business Participation Plan: (TCA §65-5-212)

Baldwin County Internet/DSSI Service, L.L.C.'s Small and Minority-Owned Telecommunications Business Participation Plan is found as Exhibit H.

9. Toll Dialing Parity Plan:

The Company provides intermediate transport services to other telecommunications and cable television companies. As such, it does not provide either content or services to end-user customers, including toll services. This is the responsibility of the end user customer's service provider. As a result, the requirement for a Toll Dialing Parity Plan for Baldwin County Internet/DSSI Service, L.L.C. is not applicable; instead the requirement will be satisfied by the Service Provider.

10. Notice.

The Applicant is concurrently serving Notice of this Application to the eighteen (18) incumbent local exchange telephone companies (ILECs) in Tennessee with a statement regarding the Company's intention of operating throughout the state of Tennessee. A copy of the notification letter and the list of companies noticed are found in Exhibit I.

11. Numbering Issues.

BCI's statement regarding numbering issues is provided in Exhibit J.

12. Tennessee Specific Operational Issues.

BCI's statements regarding Specific Operating Issues is provided in Exhibit K.

13. Miscellaneous:

A. Sworn Pre-filed testimony: Exhibit N

The sworn pre-filed testimony of Jeffery L. Hathaway is provided in Exhibit N.

B. Applicant does not require customer deposits

BCI will not be requiring either customer deposits or pre-payments.

C. As of now BCI has not been subject to complaints in any of the states, in which we are doing business.

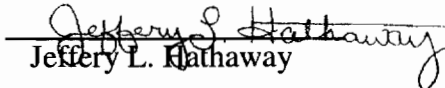
D. A copy of the company's Informational Tariff is enclosed.

The Informational Tariff is provided in Exhibit O.

CONCLUSION:

Baldwin County Internet/DSSI Service, L.L.C. respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, Baldwin County Internet/DSSI Service, L.L.C.'s provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 7th day of February, 2008


Jeffery L. Hathaway
Chief Executive Officer

**COPY OF ORGANIZATIONAL DOCUMENT OF
BALDWIN COUNTY INTERNET/DSSI SERVICE, L.L.C.**

Attached are the Company's organizational articles forming the Limited Liability Company (L.L.C.) in the State of Alabama, and including an amendment which very slightly modified the name of the Company (added periods after each letter of LLC).

JEFF HATHAWAY, a resident of the full age of Mason County, Mi., and whose mailing address is 3434 N. Amber Rd., Scottville, Mi. 36542.

The percentage of ownership of the LLC among the members shall be as follows:

LESTER L. BOIHEM, JR.	50%
JEFF HATHAWAY	50%

Third persons dealing with the LLC shall be entitled to conclusively presume that there are no additional or substituted Members of the LLC unless and until these Articles are amended to include such additional or substituted Members.

Article V Term

The LLC shall continue in existence until terminated by unanimous consent of all members. The LLC shall also terminate upon the bankruptcy, death or interdiction of a member, unless within ninety (90) days after such event, the LLC is continued by unanimous consent of the remaining member(s).

Article VI Management

The LLC shall be managed by LESTER L. BOIHEM, JR.


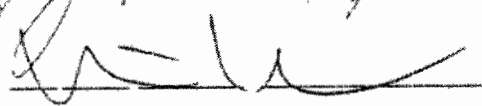
Article VII Indemnity

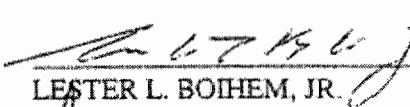
- (1) The LLC shall defend, indemnify and hold harmless an individual made a party to a proceeding because he is or was a member, officer, organizer, employee or agent of the LLC against liability incurred in the proceeding, if he:
 - (a) Conducted himself in good faith;
 - (b) Reasonably believed that his conduct was in or at least not opposed to the LLC's best interest; and
 - (c) In the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.
- (2) The LLC shall pay for or reimburse the reasonable expenses incurred by a member, officer, organizer, employee or agent of the LLC who is a party to a proceeding in advance of final disposition of the proceeding, if:

- (b) establish the authority of any records of the LLC; or
- (c) establish the authority of any person to act on behalf of the LLC, including but not limited to the authority to take the following actions:
 - (1) The dissolution or winding up of the LLC;
 - (2) The sale, exchange, lease, mortgage, pledge, or other transfers of all or substantially all of the assets of the LLC;
 - (3) The merger or consolidation of the LLC;
 - (4) The incurrence of indebtedness by the LLC other than in the ordinary course of its business;
 - (5) The alienation, lease or encumbrance of any immovable property of the LLC; or
 - (6) An amendment to the articles of organization.

THUS DONE AND SIGNED on this 3 day of Dec, 2001, before the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:


LESTER L. BOIHEM, JR.


NOTARY PUBLIC

P. 88

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY GUIDELINES
ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

INSTRUCTIONS

STEP 1: WITHIN 30 DAYS OF A NAME CHANGE, FALSE OR ERRONEOUS STATEMENT IN THE ARTICLES OF ORGANIZATION, CHANGE IN THE PERIOD OF EXISTENCE, OR A CHANGE IN ANY STATEMENT IN THE ARTICLES OF ORGANIZATION, AN AMENDMENT SHOULD BE FILED TO REFLECT THE OCCURRENCE OF THE EVENT(S).

STEP 2: FILE THE ORIGINAL AND TWO COPIES IN THE COUNTY WHERE THE ORIGINAL ARTICLES OF ORGANIZATION ARE FILED. THE SECRETARY OF STATE'S FILING FEE IS \$0. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.

PURSUANT TO 10-12-11 (F THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT:

Article I The name of the limited liability company:
Baldwin County Internet Service, L.L.C.

Article II The following amendment was adopted in the manner provided for by the Alabama Limited Liability Act.

Article I shall now read: "The name of the Limited Liability Company shall be Baldwin County Internet/ISSI Service, L.L.C. (hereinafter "the LLC")."

Article III The amendment, consistent with the Limited Liability Company Act, was approved by a majority vote of the members entitled to vote or in accordance with the requirements set forth in the articles of organization and prescribed by law.

DATE

2/17/03

2003 February 18 6:18PM
Baldwin County Internet Service, L.L.C.
Baldwin County, Alabama
Secretary of State
Montgomery, Alabama

BALDWIN COUNTY
Judge of Probate in and
for said State and County, do hereby certify that the within
and foregoing is a true and correct copy of
Articles of Amendment
as the same appears of record in my office on this date.
Witness my hand and seal
of filing the 18th day of
February 2003
Adrian J. Johnson
JUDGE OF PROBATE

Lynda L. Riches
Type or Print Name of Member

Signature of Member

**COPY OF BALDWIN COUNTY INTERNET/ DSSI
SERVICE, L.L.C.'S AUTHORITY TO TRANSACT
BUSINESS IN THE STATE OF TENNESSEE**

Attached is the Company's authority to transact business in the State of Tennessee.

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 10/29/07
REQUEST NUMBER: 6150-2487
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 10/26/07 1028
EFFECTIVE DATE/TIME: 10/26/07 1028
CONTROL NUMBER: 0562051

TO:
CFS
8161 HWY 100, 172

NASHVILLE, TN 37221

RE:
BALDWIN COUNTY INTERNET/DSSI SERVICE, L.L.C.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED
ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 10/26/07

FROM:
CAPITAL FILING SERVICE (CFS)
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00004285277
ACCOUNT NUMBER: 00101230



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(Limited Liability Company)
(For use on and after 1/1/2006)

RECEIVED 265
STATE OF TENNESSEE
For Office Use Only
2007 OCT 26 AM 10:28
FULL / MAIL ROOM
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of §48-249-904 of the Tennessee Revised Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: Baldwin County Internet/DSSI Service, L.L.C.

If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-249-106 of the Tennessee Revised Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-249-106(d).

2. The state or country under whose law it is formed is: Alabama

and its date of its formation is: 01/17/2002

(must be month, day and year)

3. The complete street address (including zip code) of its principal executive office is:

22645 Canal Road, Suite B Orange Beach, AL 36561
Street City/State Zip Code

4. The complete street address (including the county and the zip code) of its registered office in Tennessee:

7176 Forrest Oaks Dr. Nashville, TN Davidson 37221
Street City/State County Zip Code

The name of its registered agent at that office is: Incorporating Services Ltd., Inc.

5. If the provisions of TCA §48-249-309(i) (relating to foreign series LLCs) apply, then the information required by that section should be attached as part of this document.

6. The number of members at the date of filing if more than six (6): n/a

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) n/a

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

10/22/07
Signature Date

Managing Member
Signer's Capacity

Baldwin County Internet/DSSI Service, L.L.C.

Name of Limited Liability Company

Jeffery L. Hathaway
Signature

Jeffery L. Hathaway
Name (typed or printed)

Beth Chapman
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the domestic corporate records on file in this office disclose that Baldwin County Internet/DSSI Service, L.L.C. organized in the office of the Judge of Probate of Baldwin County on January 17, 2002. I further certify that the records do not disclose that said Baldwin County Internet/DSSI Service, L.L.C. has been dissolved.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

October 25, 2007

Date

Beth Chapman
Beth Chapman Secretary of State

**LIST OF BALDWIN COUNTY INTERNET/ DSSI
SERVICE, L.L.C.'S PRINCIPAL COMPANY OFFICERS**

Baldwin County Internet/DSSI Service, L.L.C. is an independent LLC, owned solely by Jeffery L. Hathaway, Chief Executive Officer. He also is the only employee of the Company, with all other management and business functions outsourced.

<u>Name/Address</u>	<u>Title</u>	<u>Percent Ownership</u>
Jeffery L. Hathaway 22645 Canal Road, Suite B Orange Beach, AL 36561	Chief Executive Officer	100%

Non-Employee Officers

Richard M. Alder	Executive Officer and Vice President of Operations
------------------	--

Eric Landry	NOC (Network Operations Center) Director
-------------	--

Diane Cartmell	General Manager Service Bureau Central (Customer Service)
----------------	---

**BIOGRAPHIES OF THE PRINCIPAL OFFICERS AND
OTHER KEY TECHNICAL STAFF OF
BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.**

The biographies of the principal officers and any other key technical staff

Baldwin County Internet/DSSI Service, L.L.C.'s officers and employees have significant experience in the telecommunications industry and extensive technical expertise. Jeffery L. Hathaway, Chief Executive Officer, has over five years experience directly in the telecommunications industry and over 25 years in the technology industry. Prior to forming Baldwin County Internet/DSSI Service, L.L.C., Mr. Hathaway had over 20 years of technical, sales, executive and entrepreneurial experiences, working for both Fortune 100 companies and early stage startups. Mr. Hathaway's experience encompasses the gamut of executive leadership roles. He spent 8 years of his career working inside billion-dollar corporations including Xerox, Businessland and Brother International. The balance of his experience has been spent founding, building and selling several small system integration businesses. He helped start Baldwin County Internet/DSSI Service, L.L.C. in 2002 and continued with the Company to the present, building it into a successful start-up company. In the 20 years prior to that he held different positions in Xerox, Businessland and Brother International, along with developing an entrepreneurial skill set which permitted him to create and expand several start-up companies. Mr. Hathaway's educational background includes a Certificate as an Electronics Technician from Radio-Electronics Technologies/ITT and an Associates Degree in Electronics Technology from Westshore Community College.

Richard M. Alder has been with Connexions Technologies/Accelera since 2006 and is currently Executive Officer and Vice President of Operations. Prior to his association with Connexion Technologies/Accelera he was Executive Vice President for Madison River Communications, which was Connexion/Accelera's original Service Provider. He served in various capacities during his tenure at Madison River including President of MebTel, one of Madison River's independent telephone companies and Vice President of Marketing and Business Development. He has also worked for Sprint, Centel (Central Telephone and Centel Business Systems), 3Com/USRobotics, TAMCO and TeleCommute Solutions. Mr. Alder has over 27 years of operational experience in the telecommunications industry. He holds a B.S. in Mechanical Engineering from Texas Tech University (1976) and an MBA from the University of Houston (1987).

Eric Landry has been with Accelera/Connexion Technologies since 2007 and currently serves as NOC (Network Operations Center) Director. He has over 20 years of telecommunications experience planning, managing, maintaining and administering all aspects of voice, data, wireless, and IP (Internet Protocol) networks. Prior to his association with Accelera/Connexion Technologies Mr. Landry was Director of Service Management Centers for Talk America. He has also worked with Network Telephone Corporation, AirAd, Sjoberg, Landry and St.Pierre, Inc., and also served as Vice President, Systems and Engineering for Network USA, a division of Network Paging Corporation. Mr. Landry holds a B.S. in Computer Science from the University of Louisiana, Lafayette, Louisiana (1984).

Diane Cartmell, General Manager Service Bureau Central, has over 30 years experience in customer service in multiple states, including Maine, New Hampshire and Alabama. Her recent employment positions include Noritake Company, Inc. from 1996 – 2007 as a Store Manager/Buyer, Comfort Suites as a Night Manager from 2003 to 2007, and Hampton Inn from 2004 through 2007 as the Front Desk Night Manager/Interim Hotel Manager. Ms. Cartmell joined Connexion Technologies in July 2007, bringing with her a successful history of strong commitment to excellent customer service. This was the reason for her recruitment to the Company. This is her first experience in the telecommunications industry, but her management and customer service experience extends to several different industries including Retail, Hospitality, Food and Beverage. Ms. Cartmell's team includes 3 management positions and growth for 75 agents. Ms. Cartmell received a diploma from Memorial High School in 1975.

**FINANCIAL STATEMENTS OF
BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.**

Attached are the following financial statements of Baldwin County Internet/DSSI Service, L.L.C.:

1. Balance Sheet for 2005 and 2006
2. Income Statement for 2005 and 2006
3. Preliminary balance sheet and income statement for the first half of 2007

BALDWIN COUNTY INTERNET / DSSI SERVICE, LLC

Financial Statements

December 31, 2005

ASSETS

Current Assets

Cash	\$	23,205
Accounts and note receivable		473,734
Inventory		18,419
Prepaid expenses		11,255
Advances to employees		7,180
Total current assets		<u>533,793</u>

Fixed Assets

Cable, Software and Head End equipment		3,817,765
Transportation equipment		87,018
Office equipment		<u>73,883</u>
		3,978,666
Less accumulated depreciation		<u>(1,802,389)</u>
		1,966,267

Other assets

Investment in SMARTRESORT CO. LLC		(1,216,654)
Due from SMARTRESORT CO. LLC		2,956,460
Goodwill - net of amortization		89,786
Other intangibles - net of amortization		<u>8,384</u>
		1,838,056

TOTAL ASSETS	\$	<u><u>4,328,110</u></u>
--------------	----	-------------------------

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Notes payable		
Bank Line of Credit	\$	7,999,311
Equipment		4,133
Accounts payable		545,923
Accrued expenses		<u>20,346</u>
Total current liabilities		8,569,713

Note payable, equipment		37,604
Notes payable, Jackie Wireman		1,050,000
Notes payable, stockholders		<u>1,865,000</u>
Total liabilities		11,322,517

Equity

Members equity (deficit)		(8,994,201)
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TOTAL LIABILITIES & EQUITY	\$	<u><u>4,328,116</u></u>
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BALDWIN COUNTY INTERNET / DSSI SERVICE, LLC
 Financial Statements
 December 31, 2005

Sales	\$ 468,900
Cost of sales	<u>530,513</u>
Gross profit	(61,613)
Administrative expenses	<u>488,064</u>
	(552,677)
Other expenses (income)	
Other	114,160
Depreciation	272,945
Amortization	1,500
Interest	834,986
Other expense	7,670
Net loss	<u>\$ (1,455,325)</u>

BALDWIN COUNTY INTERNET/DSSI SERVICE, LLC
Financial Statements
December 31, 2006

ASSETS

Current Assets

Cash	\$	10,868
Accounts and note receivable		496,522
Inventory		-
Prepaid expenses		-
Refundable deposit		14,400
Advances to employees		1,100
Total current assets		<u>522,890</u>

Fixed Assets

Cable, Software and Head End equipment		4,494,999
		<u>4,494,999</u>
Less accumulated depreciation		<u>(2,587,251)</u>
		1,907,748

Other assets

Investment in SMARTRESORT CO., LLC		(1,216,554)
Intercompany loans		4,169,692
Goodwill - net of amortization		82,286
Other intangibles - net of amortization		7,084
		<u>3,042,508</u>

TOTAL ASSETS \$ 5,473,146

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Notes payable:		
Bank, Line of Credit	\$	5,036,936
Accounts payable		662,921
Payroll liabilities		156
Accrued expenses		7,762
Total current liabilities		<u>5,707,775</u>

Note payable, equipment		
Notes payable, stockholders		<u>1,212,500</u>
Total liabilities		6,920,275

Equity

Members equity		4,904,370
Retained Earnings (Deficit)		(5,104,687)
Net Income		(1,246,812)
Total Equity		<u>(1,447,129)</u>
TOTAL LIABILITIES & EQUITY	\$	<u>5,473,146</u>

BALDWIN COUNTY INTERNET/DSSI SERVICE, LLC
Financial Statements
January 1, 2006 - December 31, 2006

Sales	\$	525,088
Cost of sales		<u>398,572</u>
Gross profit		126,516
Administrative expenses		<u>235,548</u>
		(109,032)
Other expenses (income):		
Other		
*Depreciation		714,199
Amortization		8,780
Interest		414,800
Other expense		
		<u>-</u>
Net profit (loss)	\$	(1,246,811)

*Depreciation is estimated

Service Provider - BCI

For the Six Months Ending June 30, 2007

	<u>Actual</u>
Assets	
Cash Account	(\$7,345.65)
Accounts receivable	322,487.39
Accounts receivable - other	7,741,606.58
Prepaid expenses	23,080.27
Office Equipment & Furniture	<u>12,816.76</u>
Total Assets	<u>8,092,645.35</u>
Liabilities and Equity	
Liabilities	
Accounts Payable - Trade	768,549.31
Unearned Revenue	273,334.00
Accrued Expenses	40,272.75
Accrued Liabilities	3,679,497.86
Line of Credit	<u>4,999,310.97</u>
Total Liabilities	<u>9,760,964.89</u>
Equity	
Partner Equity	
Partner Investment - J & L	4,052,014.74
Partner Earnings - J & L	<u>(1,030,083.32)</u>
Total Partner Equity - J & L	<u>3,021,931.42</u>
Partner Investment - Tower	
Partner Earnings - Tower	<u>(264,961.71)</u>
Total Partner Equity - Tower	<u>(264,961.71)</u>
Partner Investment - LB	2,912,521.26
Partner Earnings - LB	<u>(250,079.95)</u>
Total Partner Equity - LB	<u>2,662,441.31</u>
Partner Investment - JH	
Partner Earnings - JH	<u>(515,041.67)</u>
Total Partner Equity - JH	<u>(515,041.67)</u>
Retained earnings	(6,453,107.58)
Net Income Prior to Acquisition	(183,058.40)
Net Income	63,477.09
Total Liabilities and Equity	<u>8,092,645.35</u>

Service Provider - BCI
All Properties
For the Six Months Ending June 30, 2007

	<u>YTD</u>
	<u>Actual</u>
Revenue	
Setup Fees	\$136,666.00
Infrastructure Revenue	34,087.69
Total Revenue	<u>170,753.69</u>
Cost of Goods Sold	
Voice Bulk Residential	(17,224.56)
Data Bulk Residential	(116.27)
Setup Expenses	(25,625.00)
Total COGS	<u>(42,965.83)</u>
Gross Margin	<u>127,787.86</u>
Operating Expenses	
Consulting	(309.25)
Professional Services	(11,448.08)
Bank Service Charges	(100.00)
Meals & Entertainment	(1,332.44)
Legal	(1,784.08)
Dues & Subscriptions	(299.17)
Marketing & Advertising	33.06
Utilities	(1,258.57)
Commercial Package Insurance	706.44
Work's Comp Insurance	184.00
Write-Off	(48,702.68)
Total OPEX	<u>(64,310.77)</u>
Net Income (Loss)	<u>63,477.09</u>

**BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.'S
BUDGET PROJECTION FOR 2008 - 2010**

Attached is the Company's budget projection for the three-year period 2008 – 2010.

BCI - Income Statement 10 Yr Buildout

ASSUMPTIONS

Depreciation	40	Years
Interest Rate	12%	Loan
Loan Period	60	Months

Revenue

Service Rate	2,425.00	Monthly
NRC Rate	1,518.70	1st Year

Expenses

Facility Cost	1,725.00	Monthly
Maintenance	10%	Monthly
SB Admin	20%	Monthly
Other Expenses	5%	Monthly
Cap Const. Cost	50,000.00	1st Year
NRC Cost	1,518.70	1st Year

Lease

Rent	500.00	Per Mile
------	--------	----------

	Month	Mile (s)	Lease
Property 1	1	2	No
Property 2	1	2	No
Property 3	13	2	No
Property 4	13	2	No
Property 5	13	2	No
Property 6	13	2	No
Property 7	25	2	No
Property 8	25	2	No
Property 9	25	2	No
Property 10	25	2	No

YEARS

	2008	2009	2010
Revenue	122,374.80	361,349.60	594,149.60
Property 1	61,237.40	58,200.00	58,200.00
Property 2	61,237.40	58,200.00	58,200.00
Property 3	-	61,237.40	58,200.00
Property 4	-	61,237.40	58,200.00
Property 5	-	61,237.40	58,200.00
Property 6	-	61,237.40	58,200.00
Property 7	-	-	61,237.40
Property 8	-	-	61,237.40
Property 9	-	-	61,237.40
Property 10	-	-	61,237.40

Expenses	114,632.21	334,794.10	541,414.98
Facility Cost	41,400.00	124,200.00	207,000.00
Maintenance	12,247.48	36,134.96	59,414.96
SB Admin	24,494.96	72,269.92	118,829.92
Other Expenses	6,123.74	18,067.48	29,707.48
Depreciation	5,000.00	15,000.00	25,000.00
Interest	22,328.63	63,046.94	95,387.82
NRC Cost	3,037.40	6,074.80	6,074.80
Lease	-	-	-
NET	7,842.59	26,555.50	52,734.62
Acc Depreciation	5,000.00	20,000.00	45,000.00
Book Value	193,000.00	580,000.00	955,000.00
Construction Cost	200,000.00	400,000.00	400,000.00
Total Construction	200,000.00	600,000.00	1,000,000.00

8/22/2007

Prepared by: Ron Phillips

C:\Telecommunications\Commission\CLEC\GA - CLEC\GA CLEC App\Proj\BCT_GA_Budget\Income\2008 - 2010-11-

BCI - Balance Sheet 10 Yr Buildout

12%	Loan
60	Months

Prepared at: x.ch Physics
 Date: 01/22/2007
 Project: CLEGA and PCGA (F. Applegate) GA Budget financial: 0.00 \$/mth

**BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.'S
SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN**

Attached is the Company's Small and Minority-Owned Telecommunications Business Participation Plan.

BALDWIN COUNTY INTERNET/DSSI SERVICE, L.L.C.
(BCI/DSSI)

SMALL AND MINORITY OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION
PLAN

February 6, 2008

Submitted to:

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Submitted by:

Baldwin County Internet/
DSSI Service, L.L.C.
Pursuant to Section 16, Chapter 408
Public Acts of 1995 dated June 6, 1995

**SMALL AND MINORITY OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN OF
BALDWIN COUNTY INTERNET/DSSI SERVICE L.L.C. (“BCI”)**

Policy Statement

Baldwin County Internet/DSSI Service, L.L.C. (BCI) acknowledges the importance of supporting small and minority owned telecommunications business participation in the telecommunications industry and the overall general business participation in the telecommunications Tennessee business operations, it is the policy of BCI to provide practicable opportunity for Small Telecommunications and Minority Owned Telecommunications Business to compete for contracts and subcontracts for goods and of like-kind goods and services to BCI. BCI is committed to the identification and selection of qualified Small Telecommunications Business and Minority Owned Telecommunications Business in this respect.

Further, with respect to its Tennessee business operations, it is the policy of BCI to provide information on programs, if any, to provide technical assistance to Small Telecommunications Business and Minority Owned Telecommunications Businesses when and where available in Tennessee.

Further, BCI acknowledges its obligation to contribute its share to the fund established by the Department of Economic and Community Development in accordance with Section 17 of Chapter 408 of the Public acts of 1995 (the “Act”) for the purpose of funding the small and minority owned telecommunications business assistance program which provide for loan guarantees, technical assistance and services, and consulting education services.

Definitions

“Act” – Section 16 and 17 of Chapter 408 of the Public Acts of 1995.

“Minority Owned Telecommunications Business” – a telecommunications business which is solely owned, or at least fifty-one (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature of the State of Tennessee.

- a) “Personally Manages” in this context shall mean actively involved in the day-to-day management.

- b) "Controls" in this context shall mean exercising the power to make policy decisions.
- c) "Who is impeded from normal entry" in this context shall mean individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals and as provided in the regulations implementing Sections 8(a) and 7(j) of the Small Business Act, as amended by the Business Opportunity Development Reform Act of 1988, and Business Opportunity Development Reform Act Technical Corrections Act, (15 U.S.C. 637(a) and 636(j)m as amended by Pub. L. 100-656 and Pub. L. 101-37).

"Small Telecommunications Business" – A telecommunications company with annual gross receipts of less than four million dollars (\$4,000,000), or as otherwise modified or amended in the future by the legislature for the State of Tennessee.

"Subcontract" – Any agreement (other than one involving an employer-employee relationship) entered into by BCI with a non-affiliated company or individual calling for direct or indirect purchase of raw materials, components, supplies and services needed to support BCI's operation.

Goals

The goals of BCI's Small and Minority Owned Telecommunications Business Participation Plan is to identify Small Telecommunications Business and Minority Owned Telecommunications Businesses which are qualified to provide goods and services and to promote awareness among Small Telecommunications Businesses and Minority Owned Telecommunications Businesses as to opportunities to develop business relationships with BCI.

Plan Implementation

BCI will invite bids, or issue reports for proposals, or otherwise solicit offers from Small Telecommunications Business and Minority Owned Telecommunications Business, except in the case of emergencies, or in cases where BCI is bound by contract to purchase goods and services from other sources, to furnish specified goods or services to BCI in furtherance of its Tennessee operations.

Plan Administration

In conducting its business affairs in Tennessee, BCI will appoint one of its employees as the Administrator of the Small and Minority Owned Telecommunications Business Participation Plan. The Administrator will be responsible for obtaining and utilizing available resources for identifying Small Telecommunications business and

Minority Owned Telecommunications Businesses interested and qualified in furnishing goods and services to BCI and to cultivate an awareness among such businesses as to any opportunities to develop business relations with BCI. The Administrator will also serve as a resource for technical assistance to Small Telecommunications Businesses and Minority Owned Telecommunications Business and will refer such businesses to sources of information and other technical assistance.

Plan Administrator

The administration of this Plan will be under the direction of (hereinafter call the “Administrator”):

Jeffery L. Hathaway
Chief Executive Officer
22645 Canal Road, Suite B
Orange Beach, Alabama 36561

Telephone: (251) 224-0800
Facsimile: (251) 224 0830

The duties of the Administrator are, among other things:

1. To develop policies and procedures to assure success of the Plan.
2. To maintain a current Plan acceptable to the Tennessee Regulatory Authority.
3. To conduct certification surveys as to the status of suppliers.
4. To establish and maintain a database and records in support of the Plan pursuant to the requirements of the Tennessee Regulatory authority.
5. To search diligently for qualified small and minority owned telecommunications businesses and concerns through:
 - a. The Small Business Administrations’ Procurement Automated Source System (PASS), and publications of the Office of Minority Business Data Center in the Department of Commerce and the Office of Minority Small business and Capital Ownership Development in the Small Business Administration.
 - b. Local and national associations and Minority Supplier Development councils.
 - c. Participation in trade fairs and industry meetings.
 - d. Advertisement in the industry and local publications.

6. To prepare and submit such forms and information as may be required by the Tennessee Regulatory Authority.
7. Maintain liaison and cooperation with the Tennessee Regulatory Authority, and other agencies of the State of Tennessee to find and utilize qualified business concerns defined herein.
8. To support activities for assisting buyers in locating and qualifying the business concerns defined herein.
9. To provide required records and reports to cooperate in any authorized surveys by the Tennessee Regulatory Authority.

Compliance Records

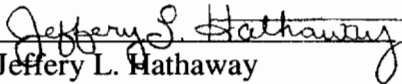
BCI will submit reports, as may be required, for use in connection with subcontracting plans by the Tennessee Regulatory Authority and/or the State of Tennessee. BCI will cooperate fully with all reasonable and appropriate surveys or studies required by the contracting agency in determining program compliance. However, BCI reserves the right to designate documents, reports, surveys and/or studies as "confidential" or "proprietary".

Record Maintenance

BCI will maintain records relating to BCI's Small and Minority Owned Telecommunications Business Participation Plan for the purpose of evidencing the implementation of this policy, for use by BCI in evaluating the effectiveness of the Plan and in obtaining the goals of the Plan, and for use in updating the Plan on an annual basis with the Tennessee Regulatory Authority, or as otherwise required.

ADOPTED this 7th day of February, 2008

BCI/DSSI

By: 
Jeffery L. Hathaway
Chief Executive Officer

**NOTICE OF
BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.'S
CLEC APPLICATION TO TENNESSEE INCUMBENT
LOCAL EXCHANGE CARRIERS**

Attached is a copy of:

- (1) Certificate of mailing
- (2) Company's notification letter
- (3) List of the Incumbent Local Exchange Carriers (ILECs) in Tennessee to which the Company provided notice.



February 11, 2008

Via Overnight Delivery

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: Notice to Incumbent Local Exchange Carriers of the Application of Baldwin County Internet/DSSI Service, L.L.C. for Authority to Provide Competing Local and Interexchange Telecommunications Services in the State of Tennessee

I hereby certify that Notice was mailed to the eighteen (18) incumbent local exchange carriers (ILECS) on the enclosed list. Each was mailed the attached "Notice" letter and a copy of the cover letter for Application of Baldwin County Internet/DSSI Service, L.L.C. for Authority to Provide Competing Local and Interexchange Telecommunications Services in the State of Tennessee

This notice was mailed by United States Postal Service First Class Mail on

February 11, 2008

A handwritten signature in black ink, appearing to read "Michael N. Giles".

Michael N. Giles
Huron Consulting Group for
Baldwin County Internet/DSSI Service, L.L.C.



February 11, 2008

Via First Class USPS Mail

Incumbent Local Exchange Carriers (18)
In the State of Tennessee

RE: Notice of Application of Baldwin County Internet/DSSI Service, L.L.C. for Authority to
Provide Competing Local and Interexchange Telecommunications Services in the State of
Tennessee

Notice is hereby given that Baldwin County Internet/DSSI Service, L.L.C.'s (BCI) Application for a Certificate of Convenience and Necessity to provide competing telecommunications services in the state of Tennessee was mailed via overnight mail to the Authority on this date. BCI is requesting authorization to serve all areas of Tennessee, except those covered by a rural exemption. BCI provides high-speed/bandwidth fiber optic transport service to service providers as an intermediate telecommunications provider. The application seeks authority to provide facilities-based and re-sold intraexchange and interexchange telecommunications services. The Company has no plans at present to provide basic local exchange service to end-users.

A copy of the Cover Letter filed with the Application is attached to this Notice. If an electronic copy of the filing is needed, please request it by email at the address below.

Any questions regarding this filing may be directed to my attention at 214-762-7576, email at mike.giles@att.net, or physical address, 6601 County Rd 166, McKinney, TX 75071-7309.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael N. Giles".

Michael N. Giles

Huron Consulting Group for
Baldwin County Internet/DSSI Service, L.L.C.

Enclosures

6601 County Rd 166
McKinney, Texas 75071-7309
P 214-762-7576 F 972-562-7449

www.huronconsultinggroup.com

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE**

(FACILITIES -BASED)

1) ARDMORE TELEPHONE COMPANY, INC.

P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
(205) 423-2131
(205) 423-2208 (Fax)

2) BELL SOUTH

333 Commerce Street
Nashville, TN 37201-3300
(615) 214-3800
(615) 214-8820 (Fax)

3) CENTURY TELEPHONE OF ADAMSVILLE

P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310
(901) 632-3311
(901) 632-0232 (Fax)

4) CENTURY TELEPHONE OF CLAIBORNE

P.O. Box 100
507 Main Street
New Tazewell, TN 37825
(423) 626-4242 (423)
626-5224 (Fax)

5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.

P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)

**INCUMBENT LOCAL EXCHANGE SERVICE
PROVIDERS CERTIFICATED IN TENNESSEE
(FACILITIES -BASED)**

- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER
STATE**
P.O. Box 770
300 Bland Street
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**
P.O. Box 130
Loretto, TN 38469
(931) 853-4351
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**
P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**
112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)

INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES -BASED)

- 12) TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)
- 13) TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)
- 14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY**
P.O. Box 18139
Knoxville, TN 37928-2139
(423) 922-3535
(423) 922-9515 (Fax)
- 15) TEC-CROCKETT TELEPHONE COMPANY, INC.**
P.O. Box 7
Friendship, TN 38034
(901) 677-8181
- 16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.**
P.O. Box 310
Erin, TN 37061
(931) 289-4221
(931) 289-4220 (Fax)

INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES -BASED)

17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.

P.O. Box 10
244 E. Main Street
Bradford, TN 38316
(901) 742-2211
(901) 742-2212 (Fax)

18) UNITED TELEPHONE COMPANY

P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034
(931) 364-2289
(931) 364-7202 (Fax)

**BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.'S
STATEMENT REGARDING NUMBERING ISSUES**

Baldwin County Internet/DSSI Service, L.L.C. provides the following response regarding numbering issues:

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

Response: BCI has no plans to request NXXs in order to provide its service. This will be accomplished by the company acting as the Service Provider to the end-user customers. BCI is an intermediate carrier providing transport services to other carriers.

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

Response: BCI will not be requesting any NXXs when it begins providing service.

3. When and in what NPA do you expect to establish your service footprint?

Response: BCI is negotiating to provide service to several areas throughout Tennessee. However, none of these have been finalized as yet.

4. Will the company sequentially assign telephone numbers within NXXs?

Response: See responses to 1. and 2. above. This question is not applicable to BCI.

5. What measures does the company intend to take to conserve Tennessee numbering resources?

Response: See responses to above questions. This question is not applicable to BCI.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

Response: See responses to above questions. This question is not applicable to BCI.

**BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.'S
STATEMENT REGARDING TENNESSEE
SPECIFIC OPERATING ISSUES**

Baldwin County Internet/DSSI Service, L.L.C. provides the following response regarding specific operating issues:

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Response: Baldwin County Internet/DSSI Service, L.L.C. (BCI) is an intermediate carrier and does not plan to serve end users. Thus this question is not applicable to BCI.

2. Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes. However, BCI will not be serving end-user customers.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

See response to Question 1. This question is not applicable to BCI.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* And Chapter 1220-4-11?

The Company's customer service contact for the TRA is:

Ms. Diane Cartmell, General Manager Service Bureau Central
Address: 22645 Canal Road, Suite B, Orange Beach, AL 36561
Telephone: 251-224-0880
Fax No.: 251-224-0831
Email: diane.cartmell@cnxntech.com

No, the Company does not intend to telemarket its services in Tennessee.

**PRE-FILED TESTIMONY OF JEFFERY L. HATHAWAY
IN SUPPORT OF
BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.'S
APPLICATION FOR CERTIFICATION AS A COMPETING
LOCAL AND INTEREXCHANGE CARRIER**

Enclosed is the Pre-Filed Testimony of Jeffery L. Hathaway in support of Baldwin County Internet/DSSI Service, L.L.C.'s Application for a Certificate of Convenience and Necessity to provide competing telecommunications services throughout the State of Tennessee.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION OF
BALDWIN COUNTY INTERNET/DSSI
SERVICE, L.L.C.
FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS
SERVICES**

PRE-FILED TESTIMONY OF JEFFERY L. HATHAWAY

1 I, Jeffery L. Hathaway, do hereby testify as follows in support of the application of
2 Baldwin County Internet/DSSI Service, L.L.C. (BCI) for a Certificate of Convenience
3 and Necessity as a competing telecommunications services provider to provide
4 telecommunications services throughout the State of Tennessee
5

6 **A. IDENTIFICATION AND QUALIFICATION OF WITNESS**

7
8 **Q1. What is your name and business address?**

9 A1. My name is Jeffery L. Hathaway and my business address is 22645 Canal Road, Suite B,
10 Orange Beach, Alabama 36561

11 **Q2. By whom are you employed and what is your position?**

12 A2. I am the owner and Chief Executive Officer of Baldwin County Internet/DSSI Service,
13 L.L.C. (BCI).

14 **Q3. Please describe your business experience and education background.**

15 A3. I have over five years experience in the telecommunications industry and over 25 years in
16 the technology industry. Prior to forming BCI, my experience included over 20 years of

17 technical, sales, executive and entrepreneurial experiences, working for companies that
18 ranged from Fortune 100 companies to early stage startups. I have held a variety of
19 positions at all levels, including executive leadership roles. Eight years of my career
20 were spent working inside large corporations such as Xerox, Businessland and Brother
21 International. The balance of my experience has been spent founding, building and
22 selling several small system integration businesses. I helped to organize Baldwin
23 County Internet/DSSI Service, L.L.C. six years ago and I have been instrumental in
24 growing the Company to the present level.

25
26 My educational background includes a Certificate as an Electronics Technician from
27 Radio-Electronics Technologies/ITT and an Associates Degree in Electronics
28 Technology from Westshore Community College.

29
30 **Q4. Briefly describe your duties.**

31 A4. As the Chief Executive Officer (CEO), I have overall responsibility for the success of the
32 Company. I set the strategic goals for BCI and delegate the accomplishment of these
33 goals to the executive staff, which handles the day-to-day operations of the Company. I
34 resolve problems that are unable to be resolved at lower management levels.

35
36 **B. PURPOSE OF DIRECT TESTIMONY**

37
38 **Q5. What is the purpose of your Direct Testimony?**

39 A5. The purpose of my testimony is to support the Application of Baldwin County
40 Internet/DSSI Service, L.L.C. for a Certificate of Convenience and Necessity as a
41 competing telecommunications service provider throughout the State of Tennessee. The
42 requested certificate would give BCI local, intraexchange, and interexchange authority to
43 operate as a facilities-based and reseller carrier of telecommunications services.

44
45 **Q6. Have you read and are you familiar with BCI's Application?**

46 A6. Yes.

47
48 **Q7. Are all statements in this Application true and correct to the best of your**
49 **knowledge, information and belief?**

50 A7. Yes, they are.

51
52 **C. SUMMARY OF TESTIMONY**

53 **Q8. Please provide a summary of your Direct Testimony.**

54 A8. My testimony provides support for the Application of Baldwin County Internet/DSSI
55 Service, L.L.C. as a competing telecommunications service provider throughout the State
56 of Tennessee. I will

- 57 (1) Briefly summarize the Company's history and organization
58 (2) Outline the Company's services and methods of provision.
59 (3) Provide highlights of the managerial qualifications of BCI's staff,
60 (4) Discuss the financial results and strength of the Company
61 (5) Discuss other considerations

The Company is an experienced provider of communications services and proposes to bring its expertise to Tennessee to increase customer choice and competition -- goals of the Telecommunications Act of 1996 and Tennessee laws and regulations.

D. HISTORY AND ORGANIZATION OF THE COMPANY

Q9. When was BCI established?

A9. BCI was established in 2002 in the State of Alabama as a Limited Liability Company (LLC). BCI, headquartered in Orange Beach, Alabama, is one of Baldwin County's fastest growing telecommunications providers. BCI offers services at premier resorts throughout Alabama and Florida. BCI also offers its services to residential customers throughout the area using Fiber-To-The-Home (FTTH) technology, providing a quality of service second to none. BCI, through its key industry partnerships, offers a full suite of telecommunications products, cable TV products, and high speed data products. For instance, in Alabama, BCI offers high-quality services utilizing a privately owned, state-of-the-art fiber optic network spanning over 160 miles.

Q10. Where is the Company currently certificated to provide local exchange, intraexchange, and interexchange service?

A10. In 2003, BCI received certification as a Competitive Local Exchange Carrier (CLEC) in Alabama, followed by certification in Florida and Mississippi. The Company provides both local exchange service and interexchange service in Florida and Alabama. The certificate in Mississippi was granted in 2005, but the project the Company expected to serve was delayed and service has not yet begun. BCI has also received CLEC

certification in Nevada, Wisconsin, and Virginia. The State of Colorado does not regulate transport services such as those provided by BCI, and thus certification was not required.

Q11. Are there any pending applications for CLEC status in any states.?

A11. Yes. The Company currently has filed applications, or is in the process of filing applications, in Arizona, Georgia, New Mexico, Illinois, North Carolina, Texas, Utah, California, South Carolina, and Maryland, in addition to this Application in Tennessee.

Q12. Please describe the current corporate structure of BCI.

A12. BCI is an independent, stand-alone company. It has neither a parent company nor subsidiary companies.

E. COMPANY'S SERVICES AND METHOD OF PROVISION

Q13. How is BCI organized to provide services to its customers?

A13. From January 2002 until May 2007, the Company owned its assets and employees, although it outsourced many functions. In May of 2007, BCI made a strategic decision to change its business model. At that time, it sold the assets and facilities used to provide local and interexchange service in Florida and Alabama and became a service company in those two states, meanwhile retaining operational control of the ongoing operations in the two states. The Company continues to provide basic local and interexchange services in those two states, although with no assets and outsourcing nearly all functions. Question 15 outlines the new strategic direction for BCI.

Q14. How has this affected the operations and the financial statements?

A14. The latest financial statements – 2005, 2006, and the first half of 2007 -- are included with the Company's Application. As a result of the asset sale, the balance sheet changed in May 2007 to reflect reduced assets. However, the Company's current operations continued unchanged and the income statement has not changed significantly. BCI provides the same services with the same revenues and expenses as before the transition. The major difference is that BCI now outsources most day-to-day managerial and customer support functions, as well as the equipment and facilities to provide service. For example, the Company's customer service is provided on a "24-7" basis by Accelera, a Service Bureau with offices in Pompano Beach, Florida and Orange Beach, Alabama. Engineering and Operations services are also provided by non-BCI employees under a service agreement.

Q15. How is Baldwin County Internet/DSSI Service, L.L.C. changing its operations and services in Tennessee and the other new states in which it will be offering service?

A15. BCI will continue to provide the same services in Florida and Alabama as it provides today: specifically, both local exchange, intraexchange, and interexchange service. However, it will be making a strategic change to the services provided in the new states. The Company has determined that it will primarily provide intermediate services to other communications companies, particularly private cable operators (PCOs). The Company will provide point-to-point, fiber optic transport services over public rights-of-way (ROWs). Using its high-bandwidth, technically superior service, it will connect the customer's location with a POI (point of interconnection) with the public switched

telephone network (PSTN), or provide any other transport service ordered by a company (cable, communications, internet, etc.). One example of BCI's service is to connect a PCO's serving area to the switching facility of a LEC (either ILEC or CLEC) over the public ROWs. This will also result in returning to an asset-based company for most situations in the new states. In these states, BCI will provide services using equipment and facilities which may be constructed (its preferred method of provisioning), leased from other companies, or acquired, depending on the financial, logistical and technical situation.

Q16. Will you summarize the services BCI will provide in the State of Tennessee?

A16. BCI will provide high-bandwidth/high-speed, optical fiber transport services to other carriers, transiting ROWs and connecting them to any POI. Although high-speed transport is a service already provided by many competitors in Tennessee, BCI will provide flexible, expandable and upgradeable service. This point-to-point service will connect customers with a quality of the service will be unsurpassed and bring benefits to customers in Tennessee.

Q17. Will BCI offer service to all customers within its service area?

A17. Yes, although, BCI's transport service is a service that is of interest primarily to other service providers and carriers. However, the Company will provide service to any customer willing to order and pay for the service.

Q18. Does BCI plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A18. No. Initially, BCI will not be providing basic local exchange service at all. It plans to provide transport services and has no plans to provide service in rural telephone areas.

Q19. Has BCI ever been denied a certificate of service or had a certificate revoked or suspended in any jurisdiction, including Tennessee?

A19. No.

Q20. Has BCI ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A20. No.

F. MANAGERIAL QUALIFICATIONS OF BCI'S STAFF

Q21. Does BCI possess the requisite managerial and technical abilities to provide services for which it has applied for authority?

A21. Yes. My experience and abilities are provided in the response to Question 3. The remainder of my staff's experience and abilities are provided below.

Q22. Describe the managerial experience and technical expertise of Richard M. Alder, Executive Officer and Vice President of Operations.

A22. Mr. Richard M. Alder has been with Connexions Technologies/Accelera since 2006 and is currently Executive Officer and Vice President of Operations. Prior to his association with Connexion Technologies/Accelera he was Executive Vice President for Madison River Communications, which was Connexion/Accelera's original Service Provider. He served in various capacities during his tenure at Madison River including President of MebTel, one of Madison River's independent telephone companies and Vice President of Marketing and Business Development. He has also worked for Sprint, Centel (Central Telephone and Centel Business Systems), 3Com/USRobotics, TAMCO and TeleCommute Solutions. Mr. Alder has over 27 years of operational experience in the telecommunications industry. He holds a B.S. in Mechanical Engineering from Texas Tech University (1976) and an MBA from the University of Houston (1987).

Q23. Describe the managerial experience and technical expertise of Ms. Diane Cartmell, General Manager Service Bureau Central who is responsible for BCI's Customer Service.

A23. Ms. Diane Cartmell, General Manager Service Bureau Central, has over 30 years experience in customer service in multiple states, including Maine, New Hampshire and Alabama. Her recent employment positions include Noritake Company, Inc. from 1996 – 2007 as a Store Manager/Buyer, Comfort Suites as a Night Manager from 2003 to 2007, and Hampton Inn from 2004 through 2007 as the Front Desk Night Manager/Interim Hotel Manager. Ms. Cartmell joined Accelera/Connexion Technologies in July 2007, bringing with her a successful history of strong commitment to excellent customer service. This was the reason for her recruitment to the Company. This is her first

experience in the telecommunications industry, but her management and customer service experience extends to several different industries including Retail, Hospitality, Food and Beverage. Ms. Cartmell's team includes 3 management positions and growth for 75 agents. Ms. Cartmell received a diploma from Memorial High School in 1975.

Q24. Describe the managerial experience and technical expertise of Mr. Eric Landry, NOC (Network Operations Center) Director.

A24. Mr. Eric Landry has been with Accelera/Connexion Technologies since 2007 and currently serves as NOC (Network Operations Center) Director. He has over 20 years of telecommunications experience planning, managing, maintaining and administering all aspects of voice, data, wireless, and IP (Internet Protocol) networks. Prior to his association with Accelera/Connexion Technologies Mr. Landry was Director of Service Management Centers for Talk America. He has also worked with Network Telephone Corporation, AirAd, Sjoberg, Landry and St.Pierre, Inc., and also served as Vice President, Systems and Engineering for Network USA, a division of Network Paging Corporation. Mr. Landry holds a B.S. in Computer Science from the University of Louisiana, Lafayette, Louisiana (1984).

G. FINANCIAL RESULTS AND STRENGTHS

Q25. Does BCI possess the requisite financial capability to provide the services for which it has applied for authority?

Q25. Yes, it does. As the responses to the questions in this testimony demonstrate, BCI has been successfully providing service since 2002 and is fully capable of expanding its operations into the State of Tennessee.

Q26. Have the latest year's financial results been provided to the Commission?

Q26. Yes. Exhibit F to the Application includes the financial results for 2005, 2006 and the first half of 2007. Note that, due to BCI being a privately held company, the financial results are not audited, nor were they filed with the Securities and Exchange Commission.

Q27. Please describe the ability of BCI to finance its operations.

A27. BCI has been in the business of providing communications, cable television and data services for five years. During that time, it has had the normal capital infusions from private sources expected for any start-up company. The Company also has the ability to obtain additional funds, if necessary. These will come from private sources. As a result of the expansion into Tennessee and other states, the Company expects to significantly increase its revenue and net income.

H. OTHER CONSIDERATIONS

Q28. Are there any pending formal complaints against BCI in any jurisdiction, including Tennessee?

A28. No.

244

245 **Q29. Does Baldwin County Internet/DSSI Service, L.L.C. intend to comply with all TRA**
246 **rules, statues, and orders pertaining to the provision of telecommunications services**
247 **in Tennessee, including those for disconnection and reconnection of service?**

248 A29. Yes, the company intends to comply with all TRA rules, statues, and orders.

249

250 **Q30. Who is knowledgeable about BCI's operations and will serve as BCI's regulatory**
251 **and customer service contact?**

252 A30. All contacts and questions dealing with regulatory and customer service issues should be
253 referred to the following centralized point of contact:

254 Name: R. Scott Seab, Vice President - Regulatory Affairs
255 Address: 1644 Plowman Dr, Monument, CO 80132
256 Telephone: 719-233-5138
257 Fax No.: 719-635-4069
258 Email: scott.seab@cnxnitech.com
259

260 **Q31. Please explain in detail BCI's proposed procedures for responding to information**
261 **requests from the TRA and its staff.**

262 A31. All information requests should be transmitted to Mr. Scott Seab at the contacts listed in
263 the response to Question 30. He will refer the questions to the correct resource within
264 BCI and provide the responses back to the Staff within the allotted time period. He is
265 also available to respond verbally to any informal questions regarding this Application or
266 any other matters of interest to the Staff.

267

268

269 **I. SUMMARY AND CONCLUSION**

270 **Q32. Is the Application of Baldwin County Internet/DSSI Service, L.L.C. to be a**
271 **competing telecommunications service provider in the State of Tennessee in the**
272 **public interest?**

273 A32. Yes, it is. The State of Tennessee has adopted a policy of encouraging competition in
274 telecommunications markets, recognizing that it is in the public interest to develop
275 effective competition to ensure that all consumers have access to high quality, low cost
276 and innovative telecommunications services. The Federal Telecommunications Act of
277 1996 was also designed to promote competition and reduce regulation in order to secure
278 lower prices and higher quality telecommunications services for American consumers.
279 Both entities' goals will be promoted by granting this Application. BCI will construct or
280 otherwise acquire high-technology, high-bandwidth, optical fiber transport services to
281 provide to its customers as part of its state-of-the-art transport services. The Company
282 prefers to construct, or have constructed, its own facilities, which will assist the economic
283 health of Tennessee. The Company will provide its customers the benefits of
284 competition: high quality, reasonable prices, and unparalleled innovation.

285
286 **Q33. Will you please summarize your testimony?**

287 A33. In its Application and my testimony, Baldwin County Internet/DSSI Service, L.L.C. has
288 demonstrated that:

- 289 (1) It has sufficient management and technical experience to successfully provision
290 local exchange and interexchange service within the State of Tennessee. The

291 management team is experienced and capable and is successfully providing the
292 same or similar services in other states.

293 (2) The Company has access to financial resources to adequately provision the
294 necessary facilities to provide its services or to acquire the necessary facilities
295 through purchase or lease arrangements.

296 (3) The public interest will be served by the entry of Baldwin County Internet/DSSI
297 Service, L.L.C. into the local and interexchange telecommunications marketplace
298 within the State of Tennessee.

299

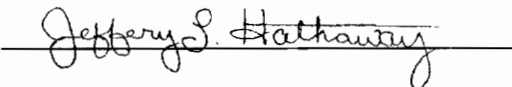
300 **Q34. Does this conclude your testimony?**

301 A34. Yes.

302

303 I swear that the foregoing testimony is true and correct to the best of my knowledge.

304

305 

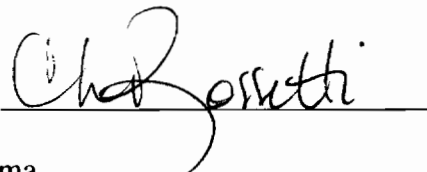
306 Jeffery L. Hathaway, Chief Executive Officer
307 Baldwin County Internet/DSSI Service, L.L.C.

308

309

310 Subscribed and sworn to me this 7th day of February, 2008

311

312 Notary Public 

313 State of Alabama

314 County of Baldwin

315 My Commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~

**INFORMATIONAL TARIFF OF
BALDWIN COUNTY INTERNET/ DSSI SERVICE, L.L.C.**

Enclosed is the requisite Informational Tariff of Baldwin County Internet/DSSI Service, L.L.C.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

**SPECIALIZED COMMON CARRIER SERVICE
AND LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF TENNESSEE**

Terms and Conditions, Regulations and Rates

**BALDWIN COUNTY INTERNET/
DSSI SERVICE, L.L.C.**

This tariff contains the terms and conditions, regulations, rates and charges for the provision of intrastate, intraexchange and interexchange, common carrier and local exchange communications services by Baldwin County Internet/DSSI Service, L.L.C. within the State of Tennessee.

Issued: February 8, 2008

Effective: _____

Jeffery L. Hathaway, Chief Executive Officer
Baldwin County Internet/DSSI Service, L.L.C.
111 Corning Road, Suite 250, Cary, NC 27518

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

CHECK SHEET

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16	Original		

Issued: February 8, 2008

Effective: _____

Jeffery L. Hathaway, Chief Executive Officer
Baldwin County Internet/DSSI Service, L.L.C.
111 Corning Road, Suite 250, Cary, NC 27518

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS

- (C) To signify a changed listing, rule or regulation, which may affect rates or charges.
- (D) To signify deleted or discontinued material, including terms and conditions, regulations or rates.
- (I) To signify an increase in rates or charges.
- (M) To signify material moved to a different location with no change in text or rate
- (N) To signify new material, including terms and conditions, regulations or rates.
- (R) To signify a reduction in rates or charges.
- (S) To signify reissued material.
- (T) To signify a change in wording or text, with no change in terms and conditions, regulations or rates and charges.
- (Z) To signify a typographical correction.

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 1 – APPLICATION OF THE TARIFF

1. Application of the Tariff

This tariff contains the terms and conditions, regulations, services and rates applying to intrastate intraexchange/local and interexchange common carrier communications services provided by Baldwin County Internet/DSSI Service, L.L.C. (“BCI” or the “Company”) between and among various points within the State of Tennessee.

1.1 Service Area

The Company’s service area is the State of Tennessee. It provides carrier transport services to customers between/among two or more points designated by its customers, using the public rights-of-way (ROW). The Company does not endeavor to provide service inclusively to the entire state, only selected local and interexchange transport routes as determined by its customers.

1.2 Provision of Service

The Company provides all lawful services as ordered by its customers. These are primarily carrier-to-carrier high speed data circuits at any bandwidth or speed requested by the customer. This service is furnished subject to the terms and conditions, regulations and rates in this tariff.

The Company does not provide the content carried on its service. Nor does it provide basic exchange service, or all the services associated with basic exchange service. This is provided by its customers who provide service to end-user customers and who are responsible for ensuring that all statutes and rules of the State of Tennessee are followed with respect to basic exchange service.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 2 – DEFINITIONS

- 2.1 Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.
- 2.2 Agent: A business representative authorized by the Company, whose function is to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.
- 2.3 Authorized User: A person, firm or corporation which is authorized by the Company to be connected to the service of the customer or joint user.
- 2.4 Central Office/Wire Center: Facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.
- 2.5 Channel: A communications path between two or more points of termination, having a bandwidth and termination of the customer's choosing.
- 2.6 Customer Agreement: The mutual agreement between the Company and the customer for the provision of the Company's service.
- 2.7 Customer Designated Premises: The premises specified by the Customer for termination of Access Services.
- 2.8 Customer Point of Presence: The physical location associated with the customer's communication system.
- 2.9 Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.
- 2.10 Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 2 – DEFINITIONS (Cont)

- 2.11. 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.
- 2.12. ICB or Individual Case Basis: Services whose nature precludes a set price are priced individually based on the service (speed, distance and construction costs) requested.
- 2.13. Intrastate Communications: Any communications which originates and terminates within the same state.
- 2.14. kpbs: Kilobits per second, denotes thousands of bits per second.
- 2.15. LATA: A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
- 2.16. Mbps: Megabits, denotes millions of bits per second.
- 2.17. Point of Presence: The physical location of an interexchange carrier's facilities.
- 2.18. Point of Interconnection (POI): The point of demarcation between the Company's facilities or equipment and another carrier or communications company's facilities or equipment.
- 2.19. Point of Termination (POT): The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.
- 2.20. Premises: The physical space designated by the Customer for the termination of the Company's service.
- 2.21. Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 2 – DEFINITIONS (Cont)

- 2.22 Service Commencement Date: The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the customer's acceptance. The Company and customer may mutually agree on a substitute Service Commencement Date.
- 2.23 User or End User: A customer or any other person authorized by a customer to use service provided under this tariff.
- 2.24 Term Agreement: A method of purchasing the Company's services whereby the customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.
- 2.25 Transmission Path: An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.
- 2.26 Wire Center/Central Office: A physical location in which one or more central offices, used for the provision of exchange services, are located.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS

3 Rules and Regulations, Terms and Conditions

3.1. Undertaking of the Company

- 3.1.1. The Company's services are furnished for communications originating and/or terminating in any area within the State of Tennessee.
- 3.1.2. The Company offers resold and facilities-based communications services to customers for the direct transmission and reception of voice, data, internet, video and other types of communications.
- 3.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 3.1.4. Request for service under this Tariff will authorize the Company to conduct a credit search on the customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

3.2 Scope

- 3.2.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way data and information transmission between points within the State of Tennessee.
- 3.2.2 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. If service is jointly ordered by more than one customer, each is jointly and severally liable for all obligations.
- 3.2.3 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.2 Scope (Cont)

3.2.4 Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs of such other communications carriers.

3.2.5 The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

3.3 Limitations on Service

3.3.1 The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers.

3.3.2 The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control, including, but not limited to "force majeure."

3.3.3 The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.

3.3.4 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control or when service is used in violation of provisions of this tariff or the law.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.3 Limitations on Service (Cont)

3.3.5 The Company does not undertake to transmit messages, but offers the use of its service, when available, and shall not be liable for errors in transmission or for failure to establish connections.

3.3.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

3.4 Liability of the Company

3.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Credit Allowance for Interruptions in service. The extension of such allowances for interruption shall be the sole remedy of the customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

3.4.2 The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.4 Liability of the Company (Cont)

3.4.3 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for:

- A. any loss, destruction or damage to property of the customer or any third party, or the death or injury of any person, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invites; and
- B. any damages or losses due to the fault or negligence of the customer or due to the failure of malfunction of customer-provided equipment or facilities.

3.4.4 The Company shall not be liable for any delay or failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes (“force majeure”); any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

3.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.4 Liability of the Company (Cont)

- 3.4.6 The Company is not liable for any defacement of or damage to customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.
- 3.4.7 The Company shall be indemnified, defended and held harmless by the customer against any claim, loss, expense, damage or liability arising from customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the customer, including without limitation, the customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the customer and the Company.
- 3.4.8 The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 3.4.9 With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:
- A. the actual monetary damages incurred and proved by the customer as the direct result of the Company's action, or failure to act, in providing the service; or
 - B. the sum of \$1,000.00.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.4 Liability of the Company (Cont)

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

3.4.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED 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.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities

3.5.1 Ownership

The equipment, facilities and services of the Company are furnished for the transmission of data, information, video, and internet communications by its customers. Ownership of the Company's equipment and facilities is retained by the Company during the use of its equipment, facilities and services by customers.

3.5.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Service will be provided using the Company's fiber optic and other facilities as well as facilities the Company may obtain from other carriers

3.5.3 Selection of Equipment or Facilities

The Company provides service to customers that utilize the equipment and facilities owned or leased by the Company in the best possible manner to provide the service ordered by the customer. The Company will use its own judgment in determining the equipment and facilities, and the source of such equipment and facilities, to be used so long as the functionality is not compromised.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities (Cont)

3..5.4 Customer Equipment

The Company will not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where customer-provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered by this Tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by customer-provided equipment; or
- C. network control signaling when performed by customer-provided network control signaling equipment.

3.5.5 Installation outside Normal Work Periods

At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities (Cont)

3.5.6 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.

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

Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

3.5.7 Inspections

Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth herein for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities (Cont)

3.5.7 Inspections (Cont)

If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

3.5.8 Rights-of-Way (ROWS)

Provisioning of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the customer's service point as agreed to by the Company.

3.6 Customer Responsibilities

3.6.1 Legal Use

The customer is responsible for complying with all state and federal laws and regulations and with all rules and regulations, terms and conditions contained in this tariff.

3.6.2 Payment for Services

The customer is responsible for the payment of all charges for services furnished to the customer and for all additional charges for calls the customer elects to continue making after service is terminated for any reason.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.6 Customer Responsibilities

3.6.3 Accommodation of Company Equipment

The customer shall provide at no charge, as specified by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate, and maintain a proper operating environment for the Company's facilities and equipment installed on the customer's premises

The customer shall be responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer.

3.6.4 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service.

3.6.5 Prohibited Uses

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

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.7 Interruption of Service

3.7.1 Credit Allowance for Interruptions

Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the customer, are subject to the general liability provisions set forth in this Tariff. It is the obligation of the customer to notify the Company of any interruptions of service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, and not within the customer's control.

3.7.2 Calculation of Credit

For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

The subscriber shall be credited for an interruption of two hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A – outage time in hours

B – total monthly charge for affected service

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.7 Interruption of Service (Cont)

3.7.3 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 preventive maintenance. Generally, such activities are not specific to an individual customer but affect many customers' service. 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 outage resulting from cable damage, notification to the customer may not be possible.

3.8 Restoration of Service

3.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

3.8.2. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.9 Minimum Service Period

3.9.1. The minimum service period is one month (30 days). The customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

3.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

3.9.3. If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished

3.10 Access to Customer's Premises

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.11 Payments and Billing

3.11.1 General

Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the customer. Service continues to be provided until cancelled by the customer, which must be done on not less than thirty (30) days' notice.

3.11.2 Billing in Advance or Arrears

The Customer is responsible for the payment of all charges for services furnished to the customer. Recurring monthly charges are billed in advance of the month of service and usage charges (if any) are based on actual usage, and are billed monthly in arrears.

3.11.3 Due Date

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance.

3.11.4 Late Payment Charge

A Late Payment Charge of 1.50 percent (1 1/2%) will apply to each customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current month's bill. The amount of the late payment penalty shall be indicated on the customer's bill.

3.11.5 Returned Check Charge

A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.11 Payments and Billing (Cont)

3.11.6 Billing Disputes

Billing disputes should be addressed to Company's Customer Service organization via a toll-free telephone number. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Messages may be left for Customer Services from 6:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service.

In the case of a dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action:

- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the customer may appeal to the Tennessee Regulatory Authority for its investigation and decision.

3.11.7 Deposits and Advance Payments

The Company does not require deposits or advance payments under normal circumstances.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.12 Cancellation by Customer

3.12.1. The customer may cancel service by providing written notice to the Company thirty (30) days prior to cancellation.

3.12.2. The customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

3.12.3. Any non-recoverable cost of Company expenditures shall be borne by the customer if:

- A. The customer orders service requiring special facilities dedicated to the customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the customer for the non-recoverable portion of expenditures; or
- B. Liabilities are incurred expressly on behalf of the customer by the Company and are not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction, has either begun or has been completed, but no service provided.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company

3.13.1 Immediate Discontinuance without Liability

Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company

3.13.2 Discontinuance with Notice

Company may discontinue service according to the following conditions upon ten (10) days' written notice:

- A. For violation of Company's filed prices or Tariff rates; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the Company and customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

3.13.3 Prohibited, Unlawful or Improper Use

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- A. The use of facilities or service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company (Cont)

3.13.4 Continued Obligation to Pay for Service

The discontinuance of service(s) by the Company pursuant to this section does not relieve the customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

3.14 Interconnection

3.15.1 The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the customer. If the customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the customer's expense.

3.15.2 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the customer's expense.

3.15.3 Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications equipment with the Company's facilities. The customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 3 – RULES AND REGULATIONS (Cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.15 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

3.16 Credit Limit

The Company may, at any time and at its sole discretion, set a credit limit for any customer's consumption of services for any monthly period.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 4 – SERVICES AND PRODUCTS

4 Services and Products

- 4.1 The Company provides point-to-point, optical fiber transport services over public rights-of-way (ROWS) to customers. These are transport circuits that carry data, internet and video services. The Company owns or leases high-bandwidth/high-speed circuits and provides the transport services to other carriers, cable television operators, and data communications companies.
- 4.2 It provides intrastate, interexchange and intraexchange data transport between 2 or more points within the state of Nevada using the public rights-of-way (ROWS) through this Tariff, and utilizes the most economical mix of owned and leased facilities.
- 4.3 The following high capacity carrier transport services are available upon request by customers. The time required to provide the service will vary with the complexity of the service.
 - 4.3.1 DS0 – a digital service with line speeds of up to 64 kbps.
 - 4.3.2 DS1/T1 – high capacity digital line with speed of 1.544 Mbps. DS1 has the equivalent of 24 voice grade or DS0 services.
 - 4.3.3 DS3 – high capacity digital line with speed of 44.736 Mbps. DS3 has the equivalent of 28 DS1 services.
 - 4.3.4 OC-3 – Channel for synchronous optical transmission at a rate of 155.53 Mbps (equivalent to 3 DS3 services)
 - 4.3.5 Metro-Ethernet-based Transport – Transport service that is flexible and easy-to-use, based on established Ethernet transport technology in speeds/bandwidths of 10 to 1,000 Mbps
 - 4.3.6 Other speeds to meet customer demand can be provided with adequate lead time: OC-12 (622.08 Mbps; equivalent to 12 DS3 services), OC-48 (2.4 Gbps; equivalent to 48 DS3 services), and other transport services.
- 4.4 Other switched and non-switched services as requested by customers.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 4 – SERVICES AND PRODUCTS

4 Services and Products

- 4.5 Baldwin County Internet/DSSI Service, L.L.C. provides intermediate data transport service to other companies and carriers (PCOs (private cable operators), ILECs/CLECs (incumbent and competitive local exchange carriers), wireless carriers, etc.). As such it is not in the business of providing content, and is not a provider of services or content to end users. It is not a provider of basic telephone service.

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

SECTION 5 – RATES AND CHARGES

5 Rates and Charges

5.1 Due to the complex and variable nature of the services it provides, all products and services are priced based upon standard installations. Any unusual installations or circumstances not contemplated in the rates below would result in Special Construction charges which would be established through mutual agreement with the customer, based on the cost to provide the service.

5.2 Rates for Specific Services. Note: all services are highly competitive and generally priced as an ICB (Individual Case Basis) .

	<u>Description</u>	<u>NRC (Non-recurring Charge)</u>	<u>Maximum Monthly Rate</u>
5.2.1	DS0	Not Currently Available	-----
5.2.2	Metro-Ethernet Transport, DS1/T1 and DS3	\$2,500	\$3,500 per mile
5.2.3	OC-3	Not Currently Available	-----
5.2.3	OC-12	Not Currently Available	-----
5.2.3	OC-48	Not Currently Available	-----

5.3 Other Services

Other services may be provided, depending on technical, financial, and logistical availability, based on the cost to provide the service in a competitive environment. The Company will work with its customers to provide the service requested at a mutually agreeable rate.