

Bob Middleton 2417 Westgate Drive, Albany, Georgia 31707 P: (229) 436.4665 F: (229) 888-2156 E: BMiddleton@hbss.net	Atlanta Office 1180 W. Peachtree St., NW, Suite 900, Atlanta, Georgia 30309 P: (404) 954-6967 F: (404) 954-5020 E: www.hbss.net
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June 5, 2009

Via FedEx US Airbill No. 8687.1983.4635

Ms. Lisa Foust
Utilities Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Filed electronically in docket office on 06/08/09

Docket No. 09-00079

Re: Application of Georgia Public Web, Inc. for Certificate to Provide Competing
Local and Interexchange Telecommunications Services in the State of
Tennessee

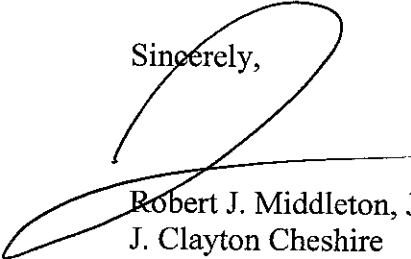
Dear Ms. Foust:

Enclosed is Georgia Public Web, Inc.'s ("GPW") Application for a Certificate to Provide Competing Local and Interexchange Services in the State of Tennessee. GPW 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. GPW provides high speed/bandwidth fiber optic transport services. GPW has no plans at present to provide basic local exchange service to end-users.

As required by Rule 1220-1-1.03(4), GPW is enclosing the original and four (4) copies, plus one extra copy to be stamped filed and returned in the enclosed self-addressed, stamped envelope. GPW is simultaneously filing a disk containing .pdf versions of this letter and the aforementioned documents. A check for \$25.00 is enclosed.

Any questions regarding this filing may be directed to my attention at the above-referenced phone numbers, physical address or email address, or the persons identified in the Application Section 1. Thank you for your assistance in this matter.

Sincerely,


Robert J. Middleton, Jr.
J. Clayton Cheshire

RJM/JCC/tlb/keb
Enclosures

1572888-1
2209-0002

BEFORE THE TENNESSEE REGULATORY AUTHORITY

STATE OF TENNESSEE

**IN THE MATTER OF THE APPLICATION OF
GEORGIA PUBLIC WEB, INC. FOR
CERTIFICATE TO PROVIDE COMPETING
LOCAL AND INTEREXCHANGE
TELECOMMUNICATION SERVICES**

Docket No. _____

**APPLICATION OF GEORGIA PUBLIC WEB INC FOR CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Georgia Public Web Inc. ("GPW" or "Applicant"), by and through its undersigned counsel, and pursuant to the applicable statute and Rules and Regulations of the Tennessee Regulatory Authority ("TRA" or "Authority"), as applicable, hereby submits this *Application of Georgia Public Web, Inc. for Certificate to Provide Competing Local and Interexchange Telecommunications Services (the "Application")* and applies for authority to provide competing telecommunications services throughout the state of Tennessee.

GPW is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunication services. TCA 65-4-201. GPW respectfully submits that passes the requisite managerial, technical, and financial requirements set forth in Tenn. Code Ann. § 65-4-201 (c) to provide telecommunications services as a carriers' carrier to other carriers and service providers. Applicant does not plan to provide basic local exchange service. (See Sections 4D and 4E below). As demonstrated below, the granting of this Application will provide significant benefits to Tennessee consumers and thereby serve the public interest. GPW requests expedited approval of this Application.

In support of its Application, GPW submits the following:

1. **The legal name and address of the principal place of business of the Applicant is:**

Georgia Public Web, Inc.
1470 Riveredge Parkway
Post Office Box 420888
Atlanta, Georgia 30342
Telephone: (770) 661-2700
Fax: (770) 563-0013
www.gapublicweb.org

2. **Contact persons:**

Contact name and address at the Company is:

Mr. F. David Muschamp
President and Chief Executive Officer
Georgia Public Web, Inc.
1470 Riveredge Parkway
Post Office Box 420888
Atlanta, Georgia 30342
Telephone: (770) 661-2000
Facsimile: (770) 563-0013
dmuschamp@gapublicweb.net

3. **Correspondence or Questions regarding this application should be directed to:**

Robert J. Middleton, Jr., Esquire
William Bradley Carver, Esquire
*J. Clayton Cheshire, Esquire
Joel L. McKie, Esquire
HALL BOOTH SMITH & SLOVER, P.C.
1180 West Peachtree Street, NW, Suite 900
Atlanta, GA 30309
Telephone: 404-954-5000
Facsimile: 404-954-5020
bmiddleton@hbss.net
bcarver@hbss.net
*ccheshire@hbss.net
jmckie@hbss.net

*Designated counsel for service of correspondence from the TRA

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

See *Exhibit "A"*, Corporate Organizational Chart and GPW System Map

5. **Corporate information:**

GPW was incorporated in the State of Georgia as a Georgia non-profit corporation under Georgia law on November 12, 1998. A copy of GPW's Articles of Incorporation and amendments are provided in *Exhibit "B"*. A copy of GPW's Authority to transact business in the State of Tennessee is provided in *Exhibit "C"*. The names and business addresses of the GPW Board of Directors are in *Exhibit "D"*. There are no GPW officers or offices in Tennessee. The biographies of the principal officers and any other key technical staff are in *Exhibit "E"*.

6. **GPW possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:**

A. **Managerial Qualifications:**

As shown in *Exhibit "E"* to this Application, GPW has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, GPW's management team has extensive management and business experience in telecommunications. Additional information is found on GPW's website at www.gapublicweb.org.

GPW's President and CEO, David Muschamp, became President of GPW in 2002 after 28 years of experience in various management positions with BellSouth, giving him 35 years of experience in the telecommunications industry. Mr. Muschamp has guided GPW's progress from a new entrant in the competitive telecommunications industry to a successful carrier with over 2,500 miles of system and over \$20 million dollars in annual revenue for 2008, as compared to less than \$10 million dollars in revenue in 2002.

Lew Griner, GPW's Vice-President of sales has over 30 years of experience in the telecommunications industry, beginning his career with BellSouth and later with AT&T in various management positions, focusing on leading sales efforts to large corporate accounts.

On the financial side of GPW, Eric Snell serves as Vice-President and CFO. Mr. Snell has over 13 years of experience in public accounting, financial management, strategic planning and other

areas of financial operations reporting and treasury functions. He is a licensed CPA.

From an operational standpoint, GPW Vice-President of Operations, Jim Hendrickson, with over 22 years of experience in the telecommunications and IT industry, leads a significant staff of network managers, network engineers, fiber technicians, along with a 24 x 7 Network Operating Center ("NOC").

B. Financial Qualifications:

I.

In support of its financial qualifications, GPW submits an audited financial statement for the period ending December 31, 2008, attached hereto as *Exhibit "F"*.

A member owned non-profit corporation, GPW is a facility-based technology solutions company whose products include: 1) high-speed internet access; 2) point-to-point private lines offering broadband connectivity; 3) web development and hosting solutions; 4) frame relay services; 5) technical consulting services; and 6) network operations center/collocation services.

II.

GPW's customer base and revenue stream has evolved over time as GPW has developed its fiber network (through GPW-owned fiber, fiber leases, etc.) to move into areas offering opportunities to best utilize the design and makeup of the GPW system. The focus of GPW's service offering in Tennessee will be serving as a carrier's carrier, initially providing point-to-point data services from the last point on GPW's Georgia system through a fiber lease into a carrier hotel in Chattanooga, thereupon leasing fiber and/or capacity from other service providers or carriers, in order to accomplish point-to-point data service from Chattanooga to other locations in Tennessee through other TRA certificated providers.

III.

As noted in *Exhibit "G"*, GPW estimates its initial capital expenditure to be approximately \$100,000.00 for its initial servicing offering in or near the Chattanooga area.

IV.

As required by Tenn. Code Ann. § 65-4-125(j), a copy of a Corporate Surety Bond is provided as *Exhibit "H"*.

C. Technical Qualifications:

GPW technical qualifications will satisfy the standards established by the TRA. GPW will file and maintain tariffs in the manner prescribed by the TRA.

As noted in the biographies of the principal officers in *Exhibit "E"*, GPW's key management personnel have significant business and telecommunications experience, especially with the depth of the organization in the technical and engineering area. GPW's technical staff includes a staff of six qualified technicians for operating the GPW NOC, in Atlanta, along with network engineers and analysts, and a full staff of network technicians, some in the GPW Atlanta headquarters office, and three network technical located in regional network controlled areas to provide technical support from an operational standpoint in the field, throughout Georgia. [See Section 4(f) below, Repair and Maintenance]

The applicant is presently authorized to provide competitive local exchange services in Georgia and Florida. GPW operates a self-healing Synchronous Optical Network ("SONET") with 2,900 route miles of fiber optic cable and provide last-mile connectivity utilizing wire, wireless and fiber optic cable. The GPW network routing is separate and diverse from that of traditional carriers and offers true physical route diversity. GPW's NOC is operated seven (7) days per week, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year by highly trained technicians.

Based on the foregoing, GPW respectfully submits that it is technically qualified to provide local exchange service in Tennessee on a contract basis as opportunities develop.

D. Proposed Service Area:

Utilizing the facilities of the existing LECs or other competitive carriers that presently serve Tennessee, the Applicant proposes to offer services throughout the State of Tennessee as business conditions warrant with interconnections initially in the Chattanooga area. Presently, GPW leases fiber from the last point on its Georgia system to Chattanooga at a telecommunications equipment hub owned by Qwest. Inside the telecommunications hub, GPW maintains SONET and wavelength-division multiplexing ("WDM") transport equipment and certain ether net switches. GPW presently leases space within the telecommunications hut. From this hut, GPW will deliver service utilizing fiber leases, contracts or other arrangements with other telecommunications providers to provide point-to-point data services in the State of Tennessee.

E. Types of Service to be provided:

GPW plans to provide point-to-point data services in Tennessee. GPW does not intend to offer basic local exchange service. For further explanation, see GPW's description of its Proposed Service Area addressed in 4(D) above. Grant of this 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. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing GPW to provide competitive telecommunications services will enhance the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

F. Repair and Maintenance:

GPW understands the importance of effective customer service for all customers. GPW customers have the "24/7" ability to call the company at its toll-free customer service number 888-662-6234. In addition, customers may contact GPW in writing at the headquarters address, as well as via e-mail at telecomnoc@gapublicweb.net. The toll free number will be printed on the customer's monthly billing

statements. The GPW contact person knowledgeable about GPW operations is Jimmy Carey, Director of Network Operations.

Jimmy Carey will initially head up GPW's service efforts in Tennessee and be responsible for all Tennessee customers and service delivery issues. Mr. Carey has over 25 years of experience in telecommunications systems operations, and has been with GPW for 4 years. His full contact information is as follows: Jimmy Carey, Georgia Public Web, Inc., Director of Network Operations, 1470 Riveredge Parkway, Atlanta, Georgia 30342, Telephone: (770) 661-2700, Fax: (770) 563-0013, jcarey@gapublicweb.org. Mr. Carey directs a staff of 12 full-time network technicians and also has the ability to utilize the services of a number of qualified telecommunications service companies to allow GPW to provide reliable resources.

7. **Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-112):**

See *Exhibit "I"*.

8. **Toll Dialing Parity Plan:**

Exhibit "J" (Reserved. Not Applicable. Applicant does not intend to offer basic local exchange services).

9. **Notice on ILECs**

Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See *Exhibit "K"* for the list.

10. **Numbering Issues:**

Exhibit "L" (Reserved. Not Applicable-Applicant does not intend to offer basic local exchange services).

11. **Tennessee Specific Operational Issues:**

Exhibit "M".

12. Miscellaneous:

- A. Sworn Pre-filed testimony: *Exhibit "N"*.
- B. Applicant does not require customer deposits
- C. GPW has not been subject to complaints in any of the states in which it is doing business.
- D. A copy of GPW's representative tariff is enclosed. Upon certification, GPW will submit a conformed tariff as required by the TRA. *Exhibit "O"*.

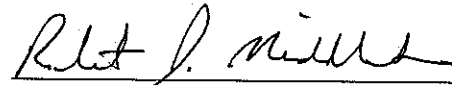
CONCLUSION:

GPW respectfully requests that the TRA enter an order granting it a Certificate of Public Convenience and Necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange services on a facilities-based and resale basis throughout the State of Tennessee in the service areas of 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, GPW'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. Consumers will benefit directly through the use of the competitive local services to be offered by GPW. Further, the public will benefit indirectly because the competitive presence of GPW will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce prices, improve the quality and coverage of their services and increase investment in broadband infrastructure. The granting of this *Application* would be consistent with the public policy of the State of Tennessee, as set forth at Tenn. Code Ann. § 65-4-123, "to foster the development of an efficient, technologically advanced statewide system of telecommunications services by permitting competition in all telecommunications services market."

Respectfully submitted this 5th day of June, 2009.

HALL BOOTH SMITH & SLOVER, P.C.
Post Office Box 72066
Albany, Georgia 31708
(229) 436-4665 · (229) 888-2156/Fax
bmiddleton@hbss.net



Robert J. Middleton, Jr.
Georgia Bar No. 504915

(by the w/
express
permission)



J. Clayton Cheshire
Georgia Bar No. 112001

HALL BOOTH SMITH & SLOVER, P.C.
1180 West Peachtree Street, N.W.
Suite 900
Atlanta, Georgia 30309
(404) 954-5000 · (404) 954-5020/Fax
ccheshire@hbss.net

Attorneys for Georgia Public Web, Inc.

LIST OF EXHIBITS

- A. Corporate Organizational Chart and GPW System Map
- B. Articles of Incorporation/Certificate of Good Standing
- C. Authority to Transact Business Tennessee
- D. Board Members-List of Directors
- E. Biographies of GPW Officers
- F. Audited financial statements
- G. Capital Expenditure
- H. Corporate Surety Bond
- I. GPW Small & Minority owned Telecom Business Participation Plan
- J. Toll Dialing Party Plan
- K. ILECs that have been served with GPW's Application
- L. Numbering Issues
- M. Tennessee Operational Issues
- N. Pre-filed testimony of David Muschamp, Lew Griner, Jim Hendrickson and Eric Snell
- O. GPW Representative Tariff

EXHIBIT "A"

Georgia Public Web, Inc.

Corporate Organizational Chart and Georgia Public Web, Inc.
System Map Attached

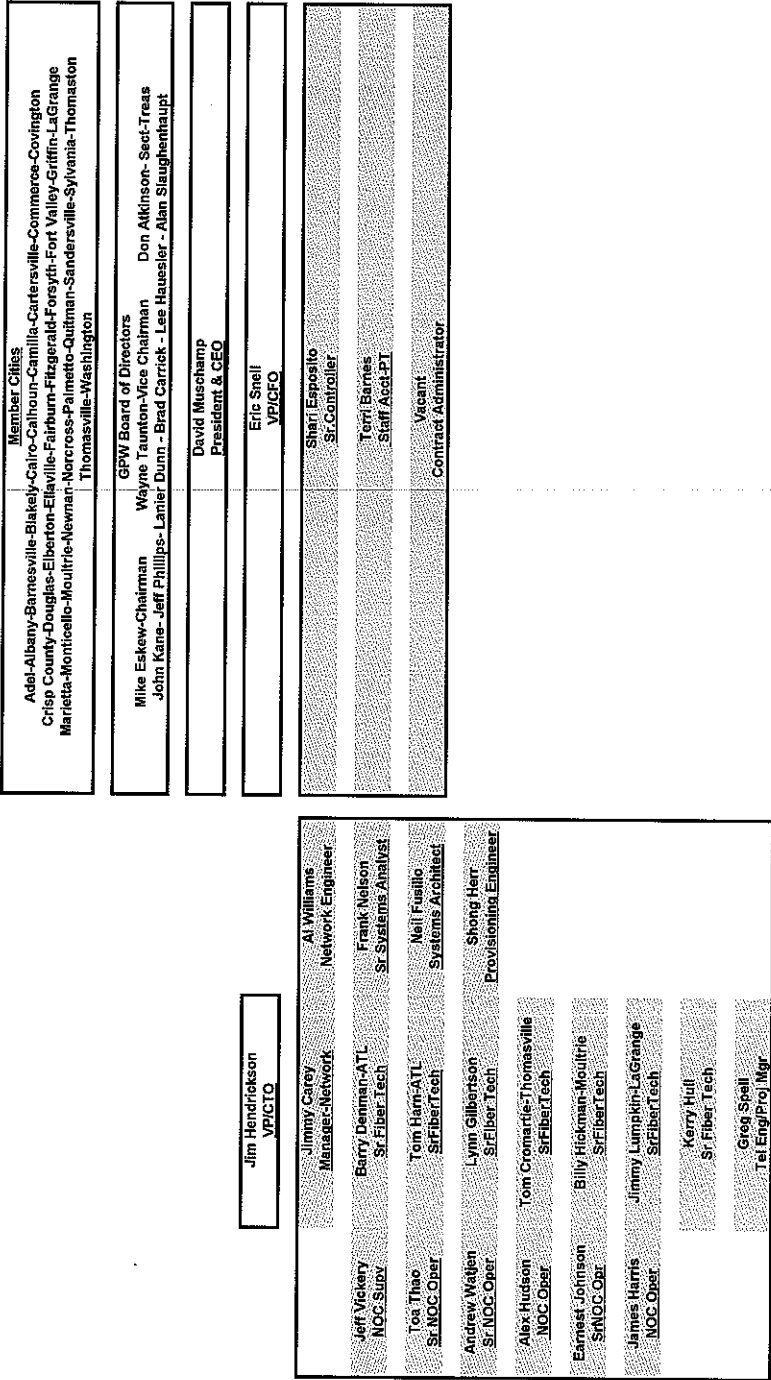




EXHIBIT "B"

Georgia Public Web, Inc.

Articles of Incorporation, with amendments
And Certificate of Good Standing/State of Georgia

Secretary of State

Corporations Division

315 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9841509
EFFECTIVE DATE: 11/12/1998
COUNTY : FULTON
REFERENCE : 0044
PRINT DATE : 11/16/1998
FORM NUMBER : 311

ALSTON & BIRD LLP
JOHN C. SAWYER
1201 WEST PEACHTREE ST STE 4200
ATLANTA GA 30309-3424

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA PUBLIC WEB, INC. A DOMESTIC NONPROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
GEORGIA PUBLIC WEB, INC.**

ARTICLE ONE

Name

The name of the corporation shall be:

GEORGIA PUBLIC WEB, INC.

ARTICLE TWO

Perpetual Duration

The corporation shall have perpetual duration.

ARTICLE THREE

Nonprofit Corporation and Charitable Purposes

The corporation shall be a nonprofit corporation under the provisions of the Georgia Nonprofit Corporation Code. It shall be organized, and at all times thereafter operated, exclusively for public charitable, educational, and scientific uses and purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, in such ways as the Board of Directors shall determine in its discretion, for the benefit of, to perform the functions of, or to carry out the purposes of its members, all with a view toward maximizing the efficient use of electrical energy and telecommunications resources, reducing operating costs, increasing operating revenues of the members, and improving the safety and reliability of the electric system of each member, and thereby lessening the burdens of government and benefiting the general public. In furtherance of such purposes, the corporation shall have full power and authority:

(a) To acquire or construct telecommunications facilities and capacity, to operate telecommunications facilities, and to sell telecommunications capacity and services to the public for hire and to others in accordance with the Federal Telecommunications Act and the Georgia Telecommunications Act, on behalf of the corporation's members;

(b) To have and maintain one or more offices and in connection therewith to rent, lease or purchase office space, facilities and equipment, to engage and pay personnel and do such other acts and things and incur such other expenses on its behalf as may be necessary or advisable in connection with the maintenance of such offices or the conduct of the corporation's affairs;

(c) To open, maintain and close bank accounts, and to draw checks and other orders for the payment of money;

(d) To employ and dismiss from employment any and all employees, agents or independent contractors;

(e) To sue and to defend suits, to prosecute, settle or compromise claims against others, to compromise, settle or accept judgments or claims against the corporation and to execute all documents and make any representations, admissions, and waivers in connection therewith;

(f) To enter into, make, and perform all such contracts, agreements, and other undertakings, including indemnity agreements, as permitted by law, as may be necessary or advisable or incident to carrying out the foregoing purposes;

(g) To take such other actions as the Board of Directors deems necessary in connection with the foregoing, including the retention of agents, independent contractors, attorneys, accountants and other experts selected by the Board of Directors on behalf of and at the expense of the corporation; and

(h) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or

indirectly, as determined by the Board of Directors, to carry out any of the purposes of the corporation, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code (within and subject to the limitations of section 501(c)(3) of the Internal Revenue Code).

The corporation shall serve only such purposes and functions and shall engage only in such activities as are consonant with the purposes set forth in this Article Three and as are exclusively charitable and are entitled to charitable status under section 501(c)(3) of the Internal Revenue Code.

ARTICLE FOUR

Publicly Supported Tax-Exempt Nonprofit Corporation

The corporation shall be neither organized nor operated for pecuniary gain or profit.

(a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any director, officer, or trustee of the corporation, or any other private person; but the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth in Article Three hereof.

(b) The corporation shall not carry on propaganda, or otherwise attempt to influence legislation, to an extent that would disqualify it for tax exemption under section 501(c)(3) of the Internal Revenue Code by reason of attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provisions of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on:

- (i) By a corporation exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code; or
- (ii) By a corporation, contributions to which are deductible for federal income tax purposes under section 170(c)(2) of the Internal Revenue Code.

It is intended that the corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code. All terms and provisions of these Articles of Incorporation and the Bylaws of the corporation, and all authority and operations of the corporation, shall be construed, applied and carried out in accordance with such intent.

ARTICLE FIVE

Board of Directors

The Board of Directors shall have general charge of the affairs and any property and assets of the corporation. It shall be the duty of the directors to carry out the purposes and functions of the corporation. The directors shall be elected in accordance with the Bylaws of the corporation and shall have the powers and duties set forth in these Articles of Incorporation and in the Bylaws, to the extent that such powers and duties are not inconsistent with the status of the corporation as a nonprofit corporation which is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code and which is other than a private foundation within the meaning of section 509(a) of the Internal Revenue Code.

ARTICLE SIX

Initial Board of Directors

The initial Board of Directors of the corporation shall consist of nine (9) members, whose names and addresses are set forth below, and who shall serve as directors until the annual meeting of the members in the respective year shown by each director's name or until their successors have been elected and have qualified.

<u>Name</u>	<u>Address</u>
Wayne Taunton Term expires: 1999	Electrical Superintendent City of Adel P. O. Box 658 Adel, GA 31620
Stone Workman Term expires: 1999	City of Monticello 115 E. Greene Street Monticello, GA 31064
VACANT Term expires: 1999	<hr/> <hr/>
Scott Wilson Term expires: 2000	City of Elberton 203 Elbert Street Elberton, GA 30635
Bill Chapman Term expires: 2000	General Manager Marietta FiberNet 675 North Marietta Parkway Marietta, GA 30060

Daryl Ingram

Term expires: 2000

City of Cartersville
P. O. Box 1390
Cartersville, Ga 30120

Ellis Cadenhead

Term expires: 2001

City of Newnan
P. O. Box 1193
Newnan, GA 30294

Kelly Cornwell

Term expires: 2001

Utility/Public Works Director
City of Calhoun
700 W. Line Street, Suite 1
Calhoun, GA 30701

Mike Eskew

Term expires: 2001

City of Washington
P. O. Box 9
Washington, GA 30673

ARTICLE SEVEN

Members

The corporation initially shall have thirty-two members. The Board of Directors of the corporation shall have the power to admit additional members to the corporation in such manner, subject to such qualifications, and upon such terms and conditions and with such rights and privileges as may be provided from time to time in the Bylaws of the corporation and as are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

ARTICLE EIGHT

Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets to the corporation's members, in such proportion among them as the Board of Directors shall determine.

ARTICLE NINE

Registered Office and Registered Agent

The initial registered office of the corporation shall be at 1201 West Peachtree Street, Atlanta, Fulton County, Georgia 30309. The initial registered agent of the corporation at such address shall be John C. Sawyer.

ARTICLE TEN

Principal Office

The mailing address of the principal office of the corporation is 1201 West Peachtree Street, Atlanta, Fulton County, Georgia 30309-3424.

ARTICLE ELEVEN

Definitions

For purposes of these Articles of Incorporation, "charitable purposes" include charitable, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, contributions for which are deductible under section 170(c)(2) of the Internal Revenue Code. All references in these Articles of Incorporation to sections of the Internal Revenue Code shall be considered references to the Internal Revenue Code of 1986, as from time to time amended, and to the

corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

ARTICLE TWELVE

Limitation of Director Liability

(a) A director of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of duty of care or other duty as a director, except for liability (i) for any appropriation, in violation of his or her duties, of any business opportunity of the corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived an improper personal benefit.

(b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

(c) If the Georgia Nonprofit Corporation Code or, by reference, if appropriate, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Georgia Nonprofit Corporation Code or the amended Georgia Business Corporation Code, as appropriate.

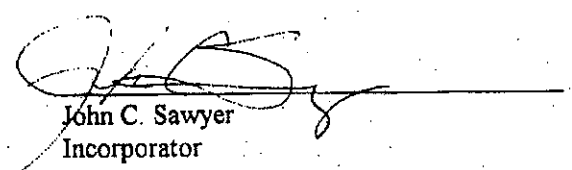
(d) In the event that any of the provisions of this Article (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE THIRTEEN

Amendments

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of all directors present at a meeting at which a quorum is present.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation, this 11th day of November, 1998.


John C. Sawyer
Incorporator

SECRETARY OF STATE

NOV 12 9 08 AM '98



Cathy Cox

Cathy Cox
Secretary of State

R841509
12680671

**ARTICLES OF AMENDMENT
OF GEORGIA PUBLIC WEB, INC.**

I.

The name of the corporation is "Georgia Public Web, Inc."

II.

The articles of incorporation are hereby amended by deleting Article Eight and substituting therefor the following:

"ARTICLE EIGHT

Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or the assets shall be distributed to the federal government, or to a state or one or more local governments, for a public purpose, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes."

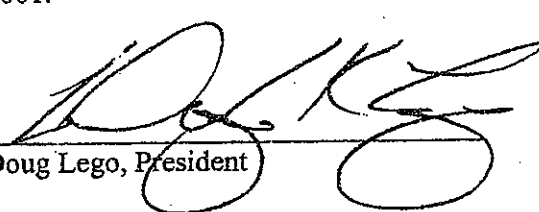
III.

The amendment was adopted on SEPT. 18TH, 2001.

IV.

The amendment was adopted by the board of directors and member action was not required.

This 18TH day of SEPTEMBER 2001.


Doug Lego, President

SECRETARY OF STATE
01 SEP 24 PM 4:42
CORPORATIONS DIVISION

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

GEORGIA PUBLIC WEB, INC.

a Domestic Non-Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on **05/07/2009** and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on May 7, 2009



A handwritten signature in cursive script, reading 'Karen C Handel'.

Karen C Handel
Secretary of State

**ARTICLES OF AMENDMENT
OF GEORGIA PUBLIC WEB, INC.**

I.

The name of the corporation is "Georgia Public Web, Inc."

II.

The articles of incorporation are hereby amended by deleting Article Eight and substituting therefor the following:

"ARTICLE EIGHT

Dissolution of Corporation

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation by distributing those assets to the corporation's then-current members in proportion to their respective capital contributions to the corporation, such members being (i) entities organized and operated for the same or similar purposes as the corporation, the income of which is excludable under section 115 of the Internal Revenue Code, or (ii) a state or possession of the United States, or any political subdivision of any of the foregoing. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively to a state or one or more political subdivisions of a state, as said court shall determine, exclusively for public purposes.

III.

The amendment was adopted on April 15, 2009.

IV.

State of Georgia
Expedite Amend/Restate 2 Page(s)



The amendment was adopted by the board of directors and member action was not required.

This 15th day of April, 2009.

Asst. Secretary Eric Sauer

Printed Name Eric Sauer

Signature Eric Sauer

Date 4/29/09

SEAL:

09101-7 11:317

EXHIBIT "C"

Georgia Public Web, Inc.

Certificate to Transact Business in the State of Tennessee

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

GEORGIA PUBLIC WEB, INC.
1470 RIVEREDGE PARKWAY
ATLANTA, GA. 30342

DOCKET NUMBER : 090605100
CONTROL NUMBER : K841509
DATE INC/AUTH/FILED : 11/12/1998
JURISDICTION : GEORGIA
PRINT DATE : 06/05/2009
FORM NUMBER : 211

CERTIFICATE OF EXISTENCE

I, Karen C Handel, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

GEORGIA PUBLIC WEB, INC.
A DOMESTIC NONPROFIT CORPORATION

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



Karen C Handel
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
(NONPROFIT)

For Office Use Only

Pursuant to the provisions of Section 48-65-103 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business or conduct affairs in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Georgia Public Web, Inc.
*If different, the name under which the certificate of authority is to be obtained is n/a

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a nonprofit foreign corporation if its name does not comply with the requirements of §48-54-101 of the Tennessee Nonprofit Corporation Act. *If obtaining a certificate of authority under a different corporate name, this application must be accompanied by an application for registration of assumed corporate name filed pursuant to §48-54-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Georgia

3. The date of its incorporation is November 12, 1998 (must be month, day, and year), and the period of duration, if other than perpetual, is n/a

4. The complete street address (including zip code) of its principal office is
1470 Riveredge Parkway, Atlanta, Georgia, 30328
Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent at that office is:
2908 Poston Avenue, Nashville, Davidson, 37203
Street City County Zip Code
Registered agent Corporation Service Company

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)
*Attached

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)
*Attached

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day, and year) February 16, 2006

9. ☒ The corporation has members. ☐ The corporation has no members. [NOTE: Please mark the applicable statement.]

10. The corporation is a nonprofit corporation.

11. If the corporation had been incorporated in Tennessee, it would be ☒ a public benefit corporation, or ☐ a mutual benefit corporation. [NOTE: Please mark the applicable statement.]

12. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[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 corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is successfully filed in Tennessee.]

June 4, 2009
Signature Date

Vice-President and CFO
Signer's Capacity

Georgia Public Web, Inc.

Name of Corporation

[Signature]
Signature

Eric Snell

Name (typed or printed)

Georgia Public Web, Inc.

Attachment to Tennessee filing 6/4/09

Officers

<u>Title</u>	<u>Name</u>	<u>Address</u>
President and CEO	F. David Muschamp	Georgia Public Web, Inc. P.O. Box 420888 Atlanta, GA 30342
Vice-President and CFO	Eric Snell	Georgia Public Web, Inc. P.O. Box 420888 Atlanta, GA 30342
Vice-President - Sales	Lew Griner	Georgia Public Web, Inc. P.O. Box 420888 Atlanta, GA 30342
Chief Technical Officer	Jim Hendrickson	Georgia Public Web, Inc. P.O. Box 420888 Atlanta, GA 30342

Board of Directors

<u>Title</u>	<u>Name</u>	<u>Address</u>
Chairman	Mike Eskew	City of Washington P.O. Box 9 Washington, GA 30673
Vice-Chairman	Wayne Taunton	City of Adel P.O. Box 658 Adel, GA 31620
Secretary/Treasurer	Don Atkinson	City of Thomasville 111 Victoria Place Thomasville, GA 31792
Member	Brad Carriek	City of Calhoun P.O. Box 248 Calhoun, GA 30701
Member	Lanier Dunn	City of Elberton P. O. Box 70 Elberton, GA 30635
Member	Lee Hauesler	Albany Water, Gas and Light 207 Pine Street Albany, GA 31703
Member	John Kane	Marietta Board of Lights and Water 675 N. Marietta Pkwy, NE Marietta, GA 30060
Member	Jeff Phillips	Newnan Utilities 70 Sewell Road Newnan, GA 30263
Member	Alan Slaughenhaupt	City of LaGrange P.O. Box 430 LaGrange, GA 30241

EXHIBIT "D"

Georgia Public Web, Inc.

Board Members - List of Directors

Mr. Mike Eskew, Chairman City of Washington, Georgia Post Office Box 9 Washington, GA 30673.0009	Mr. Wayne Taunton , Vice Chairman City of Adel Post Office Box 658 Adel, GA 31620
Don Atkinson, Secretary City of Thomasville Post Office Box 1540 Thomasville, GA 31799	Mr. Brad Carrick City of Calhoun Post Office Box 248 Calhoun, GA 30703
Mr. Lanier Dunn City of Elberton 230 North McIntosh Street Elberton, GA 30635-1552	Mr. Lee Hauesler Albany Water Gas & Light 207 Pine Avenue Albany, GA 31701
Mr. John Kane City of Marietta 675 North Marietta Parkway Marietta, GA 30060	Mr. Jeffrey A. Phillips Newnan Utilities Post Office Box 578 Newnan, GA 30263
Mr. Alan Slaughenhaupt City of LaGrange Post Office Box 430 LaGrange, GA 30241	

EXHIBIT "E"

Georgia Public Web, Inc.

Biographies of Georgia Public Web, Inc.'s Officers

David Muschamp CEO, President

David, a native of Rome, Ga., joined GPW in 2002 as its President and Chief Executive Officer. He spent over 35 years in the telecommunications industry including 28 years in various management assignments with BellSouth, retiring as an Assistant Vice-President with BellSouth Business. David received his BBA from the University of Georgia and completed postgraduate work at Columbia University and Valdosta State University.

Eric Snell CFO, Vice-President

Eric joined GPW in 2002 as Vice-President and Chief Financial Officer. He is responsible for financial operations, reporting, and treasury functions. He has over 13 years' of experience, including public accounting, financial management, strategic planning, mergers and acquisitions, human resources and investor relations. Eric has a B.S. from Auburn, and is a licensed Certified Public Accountant.

Lew Griner Vice President of Sales

Lew began his career with BellSouth and has over 30 years experience in the telecommunications industry. He has held various management positions with AT&T, leading sales efforts to large national companies such as Coca-Cola. Lew served as Regional VP for Inacom and also has experience in the CLEC arena, serving in several senior management positions. Lew is a graduate of Georgia Southern University.

Jim Hendrickson Vice President of Operations

Jim has over 22 years experience in the telecommunications and IT industries in Operations, Marketing, and Sales, possessing both domestic US and international experience with voice and data customers, products, and services. Jim received his B.S. from the University of South Alabama and his Master of Education degree from Georgia State University.

EXHIBIT "F"

Georgia Public Web, Inc.

Audited Financial Statement For Year-End December 31, 2008

[Filed concurrently with the application as a Trade Secret
in a sealed envelope clearly marked TRADE SECRET.]

EXHIBIT "G"

Georgia Public Web, Inc.

Capital Expenditure

GPW estimates its initial capital expenditure to be approximately \$100,000.00 for its initial service offering in or near the Chattanooga, Tennessee area.

EXHIBIT "H"

Georgia Public Web, Inc.

Corporate Surety Bond

[GPW will supplement this Application with the required surety bond or letter of credit.]

EXHIBIT "I"

Georgia Public Web, Inc.

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-112, as amended, Georgia Public Web, Inc. ("GPW") submits this Small and Minority-Owned Telecommunications Business Participation Plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competitive intrastate local exchange services in Tennessee.

I. PURPOSE

The purpose of T.C.A. § 65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. GPW is committed to the goals of T.C.A. § 65-5-112 and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. GPW will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services consistent with T.C.A. 65-5-112

II. DEFINITIONS

As defined in §65-5-112.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls 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).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

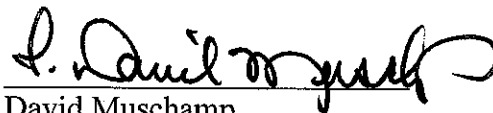
GPW's Plan will be overseen and administered by the individual identified herein, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting GPW's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be: David F. Muschamp, President and Chief Executive Officer, Georgia Public Web, Inc., 1470 Riveredge Parkway, P.O. Box 420888, Atlanta, GA 30342; Telephone: (770) 661-2000. The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-112.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within GPW and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

IV. RECORDS AND COMPLIANCE REPORTS

GPW will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, GPW will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan. GPW will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, GPW will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

This 5th day of June, 2009.

A handwritten signature in black ink, appearing to read "D. David Muschamp", written over a horizontal line.

David Muschamp
President and CEO of
Georgia Public Web, Inc.

EXHIBIT "J"

Georgia Public Web, Inc.

Toll Dialing Party Plan

Not applicable. Applicant does not intend to offer basic local exchange services.

EXHIBIT "K"

Georgia Public Web, Inc.

ILECs that have been served with GPW's Application

The following ILECs have been served with GPW's Application by mailing a copy by first class mail, postage prepaid or equivalent service.

Ardmore Telephone Company Post Office Box 549 Ardmore, TN 38449-0000 ID:21	Bellsouth Telecommunications, Inc. 333 Commerce Street Nashville, TN 37201-3300 ID:1
CenturyTel of Adamsville Post Office Box 4065 Monroe, LA 71211-0000 ID:14	CenturyTel of Claiborne Post Office Box 4605 Monroe, LA 71211-0000 ID:15
CenturyTel of Ooltewah-Collegedale Post Office Box 4605 Monroe, LA 71211-0000 ID:17	Concord Telephone Exchange, Inc. Post Office Box 22995 Knoxville, TN 37933-0995 ID: 13
Crockett Telephone Company c/o TSI Processing Center Jackson, MS 39225-0000 ID:16	Frontier Communications of Tennessee 300 Bland Street Bluefield, WV 24701-3020 ID:74668
Frontier Communications of the Volunteer State 300 Bland St. Bluefield, WV 24701-3020 ID:20	Humphrey's County Telephone Company Post Office Box 22995 Knoxville, TN 37933-0995 ID:22
Loretto Telephone Company Post Office Box 130 Loretto, TN 38469-0000 ID: 23	Millington Telephone Company, Inc. 4880 Navy Road Millington, TN 38053-0000 ID:24
Peoples Telephone Company c/o TSI Payment Processing Center Jackson, MS 39225-0000 ID:18	Tellico Telephone Company Post Office Box 22995 Knoxville, TN 37933-0995 ID:12

Tennessee Telephone Company Post Office Box 22995 Knoxville, TN 37933-0995 ID:11	United Telephone Company, Inc. Post Office Box 38 Chapel Hill, TN 37034-0000 ID:25
United Telephone Southeast, LLC 400 West 15 th Street Austin, TX 78701-0000 ID:3	West Tennessee Telephone Co. c/o TSI Payment Processing Jackson, MS 39225-0000 ID:19

EXHIBIT "L"

Georgia Public Web, Inc.

Numbering Issues

Not applicable. Applicant does not intend to offer basic local exchange services.

EXHIBIT "M"

Georgia Public Web, Inc.

Tennessee Operational Issues

No specific Tennessee operational issues have arisen at this time.

Applicant does not intend to provide basic local exchange services, so issues of compliance with TCA 65-21-114, county-wide calling, telephone numbering and similar issues do not arise at this time.

EXHIBIT "N"

Georgia Public Web, Inc.

PRE-FILED TESTIMONY OF DAVID MUSCHAMP, LEW GRINER, JIM HENDRICKSON, AND ERIC SNELL

I, David Muschamp, Lew Griner, Jim Hendrickson and Eric Snell, do hereby testify as follows in support of the Application of Georgia Public Web, Inc. (GPW) for a Certificate of Convenience and Necessity as a competing telecommunications services provider to provide telecommunications services throughout the State of Tennessee.

Q: Please state your full name, business address, and position.

F. David Muschamp, President and CEO
Georgia Public Web, Inc.
1470 Riveredge Parkway
Post Office Box 420888
Atlanta, Georgia 30342

Lewis H. Griner, Jr., Vice President of Sales
Georgia Public Web, Inc.
1470 Riveredge Parkway
Post Office Box 420888
Atlanta, Georgia 30342

Jim Hendrickson, Vice President of Operations
Georgia Public Web, Inc.
1470 Riveredge Parkway
Post Office Box 420888
Atlanta, Georgia 30342

Eric S. Snell, Vice-President and CFO
Georgia Public Web, Inc.
1470 Riveredge Parkway
Post Office Box 420888
Atlanta, Georgia 30342

Q: What is the purpose of your testimony?

We collectively comprise the senior management team of Applicant, GPW, and submit this testimony in support of GPW's Application for Competing Local Exchange Certification. We have addressed the questions contained in the TRA's Sample pre-filed testimony appearing on the TRA website and other requirements for CLEC applicants provided therein. In certain instances we refer to sections or exhibits of the CLEC application where the application discusses our job duties, background information, financial information and other areas. To the extent the TRA or the TRA staff desires additional information regarding the areas covered by this prefiled testimony or in the GPW CLEC application that information will be provided.

Q: Please briefly describe your duties.

See Exhibit "E."

Q: Please describe your business experience and educational background.

See Exhibit "E."

Q: Are all statements in GPW, Inc.'s application true and correct to the best of your knowledge, information and belief?

Yes.

Q: Please describe the current corporate structure of GPW, Inc

See Exhibit "A."

Q: Does GPW, Inc. possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

Yes. See CLEC Application, Section 4.

Q: Please describe GPW, Inc.'s financial qualifications.

See Exhibits "F," "G," and "H."

Q: Please describe GPW, Inc.'s managerial and technical qualifications.

See Exhibit "E."

Q: What services will GPW, Inc. offer?

Utilizing the facilities of the existing LECs or other competitive carriers that presently serve Tennessee, the applicant proposes to offer services throughout the State of Tennessee with interconnections initially in the Chattanooga area. GPW does not intend to offer basic local exchange services. Presently, GWP leases fiber from the last point on its Georgia system to Chattanooga at a telecommunications equipment hub owned by Qwest. Inside the telecommunications hub, GPW maintains SONET and wavelength-division multiplexing ("WDM") transport equipment and certain ethernet switches. GPW presently leases space within the telecommunications hut. From this hut, GPW leases from other providers certain fibers to provide point to point data services.

Q: Will GPW, Inc. offer service to all consumers within its service area?

No. At this point GPW intends to offer service on a contract basis initially to carriers on an individual contract basis as business opportunities arise.

Q: Does GPW, Inc. 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?

No.

Q: Will the granting of a certificate of convenience and necessity to GPW, Inc. serve the public interest?

Yes.

Q: Does GPW, Inc. intend to comply with all TRA rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

Yes.

Q: Has any state ever denied GPW, Inc. or one of its affiliates authorization to provide intrastate service?

No.

Q: Has any state ever revoked the certification of GPW, Inc. or one of its affiliates?

No.

Q: Has GPW, Inc. or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

No.

Q: Who is knowledgeable about GPW, Inc.'s operations and will serve as GPW, Inc.'s regulatory and customer service contact?

Jim Carey, Director of Network Operations.

Q: Please explain in detail GPW, Inc.'s proposed procedures for responding to information requests from the TRA and its staff.

Those requests from TRA will be directed toward Jimmy Carey, Director of Network Operations. Mr. Carey will be responsible for responding appropriately to TRA or acquiring the necessary knowledge or expertise from other GPW employees and personnel in order to respond quickly and accurately to any request from TRA.

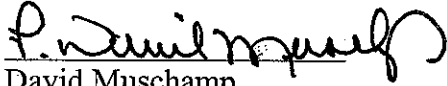
Q: Does this conclude your testimony?

Yes.

[SIGNATURES ON FOLLOWING PAGE]

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

Respectfully submitted this 5th day of June, 2009.



David Muschamp
CEO and President

Notary Public

State of Georgia

County of Cobb

My commission expires 1/20/12


Fay Garner

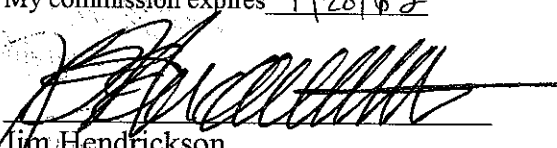
Vice President-Sales

Notary Public

State of Georgia

County of Cobb

My commission expires 1/20/12


Jim Hendrickson

Vice President of Operations

Notary Public

State of Georgia

County of Cobb

My commission expires 1/20/12


Eric Snell

CFO and Vice President

Notary Public

State of Georgia

County of Cobb

My commission expires 1/20/12

EXHIBIT "O"

Georgia Public Web, Inc.

GPW TARIFF

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

GEORGIA PUBLIC WEB, INC.

This tariff contains representative terms and conditions, regulations, rates and charges for the provision of intrastate, intraexchange and interexchange, common carrier and local exchange communications services by Georgia Public Web, Inc. within the State of Tennessee.

Issued: June 1, 2009

Effective _____

Eric Snell, Vice President and CEO
Georgia Public Web, Inc.
1470 Riveredge Parkway
P.O. Box 420888
Atlanta, GA 30328

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

CHECK SHEET

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2	Original	19	Original
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6	Original	23	Original
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10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original		

Issued: June 1, 2009

Effective _____

Eric Snell, Vice President and CEO
Georgia Public Web, Inc.
1470 Riveredge Parkway
P.O. Box 420888
Atlanta, GA 30328

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

CONNECTION CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: June 1, 2009

Effective _____

Eric Snell, Vice President and CEO
Georgia Public Web, Inc.
1470 Riveredge Parkway
P.O. Box 420888
Atlanta, GA 30328

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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Issued: June 1, 2009

Effective _____

Eric Snell, Vice President and CEO
Georgia Public Web, Inc.
1470 Riveredged Parkway
P.O. Box 420888
Atlanta, GA 30328

SPECIALIZED COMMON CARRIER AND LOCAL EXCHANGE SERVICE

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Issued: June 1, 2009

Effective _____

Eric Snell, Vice President and CEO
Georgia Public Web, Inc.
1470 Riveredge Parkway
P.O. Box 420888
Atlanta, GA 30328

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 Georgia Public Web, Inc. ("GPW" 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, utilizing the facilities of other carriers. 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 point-to-point data 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 local exchange service, or all the services associated with basic local exchange service. This may be 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.

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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 connection 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.

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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 kbps: Kilobits 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 other 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

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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.

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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 and are available twenty-four (24) hours per day, seven (7) days per week, unless otherwise provided.
- 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.
- 3.2.3. 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 of the Company offers shall not be used for any unlawful purposed as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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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 may 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 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 services is used in violation of provisions of this tariff or the law.

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SECTION 3- RULES AND REGULATIONS (Cont)

3 Section 3- Rules and Regulations (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 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 Interruption 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 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 the acts or omissions of common carriers or warehousemen.

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SECTION 3- RULES AND REGULATIONS (CONT)

3 Rules and Regulations, Terms and Conditions

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.

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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 propriety 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.

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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 if 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 furnishings 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:
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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.

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SECTION 3- RULES AND REGULATIONS (cont)

3 Rules and Regulations, Terms and Conditions (Cont)

3.5 Equipment and Facilities

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.

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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 furnishings 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.

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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.

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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 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.

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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 if, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consist 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.

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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

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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 preventative maintenance. Generally, such activities are not specified to an individual customer but affect many customer's 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, notifications 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.

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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 the service for the remainder of the minimum period.

3.9.3 If the 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.

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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 (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 A Late Payment Charge of 1.5 percent (1 ½ %) 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 A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.

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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 Service 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 and 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.

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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.

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SECTION 3 - RULES AND REGULATIONS (Cont)

3 Rules and Regulation, 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.

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SECTION 3 - RULES AND REGULATIONS (Cont)

3 Rules, 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.

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SECTION 3 - RULES AND REGULATIONS (Cont)

3 Rules, Regulations, Terms and Conditions (Cont)

3.13 Cancellation by Company (Cont)

3.13.4 Continued Obligation to Pay for Service

The discontinuance of services(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 services(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 laws or equity.

3.14 Interconnection

3.14.1 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 of that or its agent, the Company may, upon written request, require the use of protective equipment at the customer's expense.

3.14.2 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.

3.14.3 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.

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SECTION 3 - RULES AND REGULATIONS (Cont)

3 Rules, 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 or 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.

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SECTION 3 - RULES AND REGULATIONS

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 either pursuant to this Tariff or ICB.

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SECTION 4 - RULES AND REGULATIONS (Cont)

4 Services and Products (Cont)

- 4.5 The Company 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.

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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	Not currently available	
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 pursuant to this Tariff or ICB.

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