

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

RECEIVED

2011 NOV 23 PM 2:33

**IN THE MATTER OF THE APPLICATION OF)
LIBERTY-BELL TELECOM, LLC DBA)
DISH NETWORK PHONE & INTERNET)
FOR A CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO PROVIDE COMPETING)
FACILITIES-BASED AND RESOLD LOCAL)
EXCHANGE AND EXCHANGE ACCESS, AND)
NON-FACILITIES-BASED INTEREXCHANGE)
TELECOMMUNICATION SERVICES)
IN TENNESSEE)**

T.R.A. DOCKET ROOM

DOCKET NO. 11- 00201

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

Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet (the “Company” or “Applicant”), applies to the Tennessee Regulatory Authority (“Authority”) for a Certificate of Convenience and Necessity to provide facilities-based and non-facilities-based local exchange and switched exchange access within exchanges served by AT&T Tennessee and CenturyLink, and non-facilities-based interexchange telecommunications services throughout Tennessee. This request is made pursuant to T.C.A. §§ 65-4-201 and Tennessee Administrative Rules Chapter 1220-4-8 and Rule 1220-4-8-.04.

This filing demonstrates Applicant’s managerial, financial and technical ability to provide such services and its willingness to adhere to all applicable Authority policies, rules and orders. In support of its Application, and consistent with the requirements of Administrative Rule 1220-4-8-.04, Applicant states:.

I. Description of the Applicant

1. The name of the service provider, the address of the corporate headquarters, and the names and addresses of the service provider's principle corporate officers (1220-4-8.04(1)(c)):

The full name and address of the Applicant are:

Liberty Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831-1977
Toll Free: 866.664.2355
Facsimile: 303.831.1988
Web Address: www.libertybelltelecom.com or <http://bundles.dish.com>

Applicant will do business using the fictitious name of "DISH Network Phone & Internet," which is registered with the State of Tennessee, as evidenced by corporate documents filed at **Exhibit B**.

2. The individuals who have assumed the duties of corporate officers are:

Nigel Alexander, President and Chief Executive Officer
Christina Neher, Chief Operations Officer
Liberty Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831-1977
Toll Free: 866.664.2355
Facsimile: 303.831.1988

3. If different than above, the names and addresses of all officers and corporate officers located in Tennessee and the name(s) and address(es) of employee(s) responsible for Tennessee operations (1220-4-8-04(1)(d)):

Applicant will not maintain an office in Tennessee. The Applicant's registered agent in Tennessee is:

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

I. Description of the Applicant, Continued

4. Correspondence or communications pertaining to this application should be directed to:

Mr. Henry Walker
Bradley, Arant, Bolt, Cummings, LLP
1600 Division Street, Suite 700
Nashville, TN 37203
Telephone: (615) 252-2363
Facsimile: (615) 252-6302

To:

Andrew O. Isar
Miller Isar, Inc.
4423 Point Fosdick Drive, NW
Suite 306
Gig Harbor, WA 98335
Telephone: 253.851.6700
Facsimile: 866.474.3630
E-Mail: aisar [at] millerisar [dot] com

And to:

William P. Hunt, III
Kelley Drye & Warren LLP
333 West Wacker Drive, 26th Floor
Chicago, Illinois 60606
Telephone: 312.857.7079
Facsimile: 312.857.7095
Email: WHunt[at] KelleyDrye [dot] com

Correspondence and communications regarding Applicant's ongoing operations should be directed to:

Nigel Alexander
President and Chief Executive Officer
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977
Facsimile: 303.831.1988
Email: nalexander [at] libertybelltelecom [dot] com

I. Description of the Applicant, Continued

4. Information about the structure of the business organization and, where applicable, a copy of any articles of incorporation, partnership agreement or by-laws of the service provider, and a copy of any license to do business in Tennessee (1220-4-8.04(1)(e)):

Applicant is a privately-held corporation organized under the laws of the State of Colorado on February 27, 2003. Applicant's Articles of Organization and Certificate of authority to transact business in the State of Tennessee are attached as **Exhibits A and B**.

Applicant is a subsidiary of Liberty Bell LLC. In January, 2011, DISH Media Holdings Corporation ("DISH Media") acquired a 90 percent stake in Liberty Bell LLC. The remaining 10 percent ownership in Liberty Bell LLC is held by 21 individuals with no person having greater than a 4.86 percent share. DISH Media is a subsidiary of DISH Network Corporation ("DISH").

A corporate organizational chart is attached at **Exhibit C**.

5. Repair and maintenance information including the name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about the provider's operations (1220-4-8.04(1)(f)):

The name address and telephone number of Applicant's contact person responsible for and knowledgeable about Tennessee operations is

Christina Neher
Chief Operations Officer
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977
Facsimile: 303.831.1988
Email: cneher [at] libertybelltelecom [dot] com

II. Qualifications

1. Managerial and Technical Qualifications (1220-4-8-.04(1)(b)):

Applicant possesses the managerial experience to offer high-quality, competitive interexchange and local exchange telecommunications service in Tennessee. A summary of Applicant's senior management qualifications is attached as **Exhibit D**. The senior management team has successfully and responsibly provided competitive telecommunications services in the State of Colorado for more than eight years. Applicant's long-standing managerial and telecommunications experience makes Applicant well suited to responsibly serve Tennessee with local exchange and interexchange telecommunications services.

Applicant maintains the technical qualifications to provide the proposed services. Applicant proposes to provide local exchange service via leased network facilities and resale. Interexchange telecommunications services will be provided via resale. Applicant's technical ability to provide services rests on the technical capabilities and network services of its underlying carriers that have been certified and deemed technically and managerially capable of providing telecommunications services in Tennessee. Applicant's senior management team is technically qualified to provide services through its extensive telecommunications and general management experience.

2. A list of other states where the provider is authorized to operate and a list of those states which have denied any requested authority (1220-4-8-.04(1)(g)):

Applicant has been granted authority to provide telecommunications services in the States of Alabama, Arizona, Colorado, Florida, Idaho, Indiana, Iowa, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. In no instance has Petitioner's operating authority been denied or revoked.

II. Qualifications, Continued

3. Financial Qualifications 1220-4-08-.04(1)(b)

Applicant is financially qualified to provide competitive local exchange and interexchange telecommunications services in Tennessee. A balance sheet, income statement, and projected summary financial statement attesting to Applicant's financial qualifications are attached at confidential **Exhibit E**. Applicant's revenues are included in the eventual amounts reported by its parent, DISH, which reported total revenue in 2010 of \$12.64 billion.¹ As Applicant will provide service on a resold and UNE basis, Applicant will not construct facilities in Tennessee.

Applicant's Tennessee intrastate operating expenses will be incremental in nature, and will not require additional capital expenditures. Applicant does not plan incur additional debt to operate in Tennessee. Applicant's Tennessee operations will be funded internally through new service subscriptions. A prospective three year projected balance sheet, and income statement, are also attached at confidential **Exhibit E**.

Pursuant to the Consumer Telemarketing Protection Act of 1990, TCA §65-4-125, Applicant will obtain a bond in the amount of \$20,000 in Tennessee to secure the payment of any monetary sanction imposed in any enforcement proceeding. Applicant acknowledges that it may not provide service until its bond has been filed with the Authority.

Applicant considers information concerning its finances to be proprietary and confidential information not to be released to the public. The financial information attached in **Exhibit E** is filed under seal and in an envelope labeled "CONFIDENTIAL AND PROPRIETARY." It is Applicant's understanding that Authority staff will honor Applicant's

¹ Available at dish.client.shareholder.com/financials.cfm.

II. Qualifications, Continued

request for confidential treatment of these documents without the necessity of filing a separate motion for protective order.

III. Proposed Services

Description of the category and types of services to be offered, the facilities and arrangements to be made available to end users and/or carriers, where applicable, and the geographic areas in which the services shall be offered (1220-4-8.04(1)(i)):

Applicant seeks authority to provide facilities-based and non-facilities-based competitive local exchange, switched exchange access, and non-facilities-based interLATA and intraLATA interexchange telecommunications services within the State of Tennessee, in conjunction with Applicant's interstate services. Applicant initially proposes to provide retail local exchange and interexchange telecommunications services to residential subscribers as set forth in the proposed tariff attached at **Exhibit F**. Applicant proposes to provide local exchange services and related custom calling features, intraLATA and interLATA toll services, operator assisted calling exclusively to subscribers of record, directory assistance, and interexchange services. In conjunction with its local service authority, Applicant will provide switched exchange access telecommunications services to interconnecting carriers under a separate tariff to be filed for approval prior to service initiation. Applicant will not offer alternative operator services to the transient public.

Services will be available to subscribers 24 four hours per day, seven days per week, at the rates, terms and conditions in Applicant's approved tariff.

Applicant will coordinate with incumbent local exchange carriers for the provision of emergency 911 services, directory publication, and directory distribution to local customers.

III. Proposed Services, Continued

Applicant does not propose to serve in territories of incumbent local exchange carriers serving less than 100,000 access lines. Applicant is negotiating interconnection agreements with AT&T and CenturyLink and will file the agreement pursuant to Authority rules and regulations.

IV. Description of Operations and Regulatory Compliance

Applicant will adhere to all applicable Authority rules, policies and orders governing the provision of local exchange telecommunications services in Tennessee.

2. Applicant's customer service representatives will address customer service inquiries via Applicant's toll free number, 855.347.3474. Customer service representatives are available, twenty-four hours per day. Applicant's toll free number will be printed on its customers' monthly billing statements. Subscribers may also contact Applicant in writing addressed to:

Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

3. Applicant will bill customers directly. Applicant's sample bill is attached as **Exhibit G**.

4. Applicant's customer complaint procedures, termination policy and late charge policy are outlined in its proposed tariff attached hereto at **Exhibit F**.

5. A copy of Applicant's Small and Minority Owned Telecommunications Participation Plan is attached hereto at **Exhibit H**.

7. Applicant's pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial and financial qualifications is attached hereto at **Exhibit I**.

8. Applicant's toll dialing parity plan is attached as **Exhibit J**.

9. Applicant's statement regarding numbering issues as attached at **Exhibit K**.

IV. Description of Operations and Regulatory Compliance, Continued

10. Tennessee Specific Operational Issues are addressed at **Exhibit L**.

11. A certificate of service is also attached. It certifies that notice of the application has been served on all eighteen (18) local exchange telephone companies in Tennessee.

12. Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in 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, as well as providing innovative services. Authorizing Applicant to provide local exchange, switched exchange access, and interexchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

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

V. Conclusion

For the foregoing, Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet respectfully requests that the Authority approve its application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange service.

(Signature on Following Page.)

Respectfully submitted, this 23 day of November, 2011,

Bradley, Arant, Bolt, Cummings, LLP

By: _____

Henry Walker

Bradley, Arant, Bolt, Cummings, LLP

1600 Division Street, Suite 700

Nashville, TN 37203

Telephone: (615) 252-2363

Facsimile: (615) 252-6302

Counsel to

Liberty-Bell Telecom, LLC dba DISH
Network Phone & Internet

Andrew O. Isar

Miller Isar, Inc.

4423 Point Fosdick Drive NW

Suite 306

Gig Harbor, WA 98335

Telephone: 253.851.6700

Facsimile: 253.851.6474

Regulatory Consultants to

Liberty-Bell Telecom, LLC

dba DISH Network Phone & Internet

VERIFICATION

State of COLORADO)
) ss:
County of DENVER)

I, Nigel Alexander, being first duly sworn, do hereby depose and state as follows:

1. I am an officer, and President and Chief Executive Officer of Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet, and am authorized to make this verification on behalf of the Company;
2. I have read the foregoing Application and Exhibits and know the contents thereof.
3. The facts contained in the Application and Exhibits are true and correct to the best of my knowledge, information and belief;
4. Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet will operate in compliance with all applicable federal and state laws and all Federal Communications Commission and Tennessee Regulatory Authority rules and regulations.

Dated this 15th day of November, 2011.

Liberty Bell Telecom, LLC dba DISH
Network Phone & Internet

By: _____

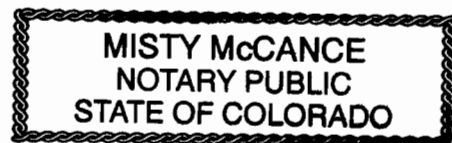
Nigel Alexander
President and Chief Executive Officer
2460 West 26th Avenue
Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977

Subscribed and sworn to before me this 15th day of November, 2011.

Misty McCance
Notary Public in and for the State of Colorado,

My Commission Expires

My Commission expires: September 25, 2012



BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION OF)
LIBERTY-BELL TELECOM, LLC DBA)
DISH NETWORK PHONE & INTERNET)
FOR A CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO PROVIDE COMPETING)
FACILITIES-BASED AND RESOLD LOCAL)
EXCHANGE AND EXCHANGE ACCESS, AND)
NON-FACILITIES-BASED INTEREXCHANGE)
TELECOMMUNICATION SERVICES)
IN TENNESSEE)**

DOCKET NO. 11- _____

LIST OF EXHIBITS

EXHIBIT A	ARTICLES OF ORGANIZATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	ORGANIZATIONAL STRUCTURE
EXHIBIT D	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT E	FINANCIAL INFORMATION (CONFIDENTIAL FILED UNDER SEAL)
EXHIBIT F	PROPOSED TARIFF
EXHIBIT G	SAMPLE BILL
EXHIBIT H	SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN
EXHIBIT I	PREFILED TESTIMONY
EXHIBIT J	TOLL DIALING PARITY PLAN
EXHIBIT K	STATEMENT REGARDING NUMBERING ISSUES
EXHIBIT L	TENNESSEE SPECIFIC OPERATIONAL ISSUES

EXHIBIT A

ARTICLES OF ORGANIZATION

ARTICLES OF ORGANIZATION OF LIBERTY BELL TELECOM, LLC

The undersigned, a natural person eighteen years of age or older, intending to organize a limited liability company pursuant to §7-80-203, Colorado Revised Statutes, delivers these Articles of Organization to the Colorado Secretary of State for filing, and states as follows:

FILED
DENVER, COLORADO
COLORADO SECRETARY OF STATE

1. The name of the limited liability company is Liberty Bell Telecom, LLC.
2. The principal place of business of the limited liability company is: 50.00
4695 S. Monaco Street, Suite 111
Denver, CO 80237
20031065277 C
SECRETARY OF STATE
02-27-2003 13:09:15
3. The name, and the business address, of the registered agent for service of process on the limited liability company are:
Thomas G. Martino
4695 S. Monaco Street, Suite 111
Denver, CO 80237
4. The management of the limited liability company is vested in managers rather than members. The name and business address of the initial manager is:
Thomas G. Martino
4695 S. Monaco Street, Suite 111
Denver, CO 80237

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:

D. Laird Blue
Jones & Keller, P.C.
1625 Broadway, 16th Floor
Denver, Colorado 80202
Voice (303) 573-1600
Fax (303) 573-0769
e-mail lblue@joneskeller.com

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Liberty Bell Telecom, L.L.C.
2460 W. 26th Ave., Suite 380-C
Denver, CO 80211

June 8, 2011

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	660221	Formation Locale:	Colorado
Filing Type:	Limited Liability Company - Foreign	Date Formed:	02/27/2003
Filing Date:	06/08/2011 9:37 AM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2012
Duration Term:	Perpetual	Image # :	6899-1853
Managed By:	Other		

Document Receipt

Receipt # :	486168	Filing Fee:	\$300.00
Payment-Check/MO -	CFS, NASHVILLE, TN		\$300.00

Registered Agent Address

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

Congratulations on the successful filing of your **Certificate of Authority** for **Liberty Bell Telecom, L.L.C.** in the State of Tennessee which is effective on the date shown above.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.


Tre Hargett
Secretary of State

Processed By: Tammy Morris

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(Limited Liability Company)

RECEIVED
STATE OF TENNESSEE
2011 JUN -8 AM 9:37
For Office Use Only
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

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

1. The name of the Limited Liability Company is: Liberty Bell Telecom, L.L.C.

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

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

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

and its date of its formation is: February 27, 2003 (must be month, day and year)

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

2460 W. 26th Ave., Suite 380-C, Denver, CO 80211
Street City/State Zip Code

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

2908 Poston Avenue, Nashville, TN 37203 (Davidson County)
Street City/State County Zip Code

The name of its registered agent at that office is: Corporation Service Company

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

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

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____. NOTE: Additional filing fees may apply. See section 48-249-913(d).

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

June 2, 2011

Signature Date

Manager

Signer's Capacity

Liberty Bell Telecom, L.L.C.

Name of Limited Liability Company

Signature

Nigel Alexander

Name (typed or printed)

RECEIVED
STATE OF TENNESSEE
2011 JUN -8 AM 9:37
MICHAEL HARGRETT
SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LIBERTY BELL TELECOM, LLC

is a **Limited Liability Company** formed or registered on 02/27/2003 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031065277.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/02/2011 that have been posted, and by documents delivered to this office electronically through 06/06/2011 @ 17:07:36.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/06/2011 @ 17:07:36 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7963381.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/site/CertificateSearchCriteria.do>, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

Business Entity Detail

Entity details cannot be edited. This detail reflects the current state of the filing in the system.
Click Here to return to the [Business Information Search](#)

000660221: Limited Liability Company Foreign

Name: Liberty Bell Telecom, L.L.C.
Old Name:
Foreign Name:
Business Type:
Status: Active **Initial Filing:** 06/08/2011
Formed in: Colorado **Delayed Effective Date:**
Fiscal Year Close: December **AR Due Date:** 04/01/2012
Term of Duration: Perpetual **Inactive Date:**
Principal Office: 2460 W 26TH AVE SUITE 380-C
DENVER, CO 80211 USA
AR Exempt: No
Managed By: Other **Number of Members:** 1

Assumed Names History Registered Agent

DISH Network Phone & Internet	Active	06/08/2016
-------------------------------	--------	------------

[Printer Friendly Version](#)

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286

[Email](#) | [Directions](#) | [Hours and Holidays](#)

[Contact Us](#) | [Site Map](#) | [Web Policies](#) | [Disclaimer](#) | [Department of State](#) | [Tennessee.gov](#)

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EXHIBIT C

ORGANIZATIONAL STRUCTURE

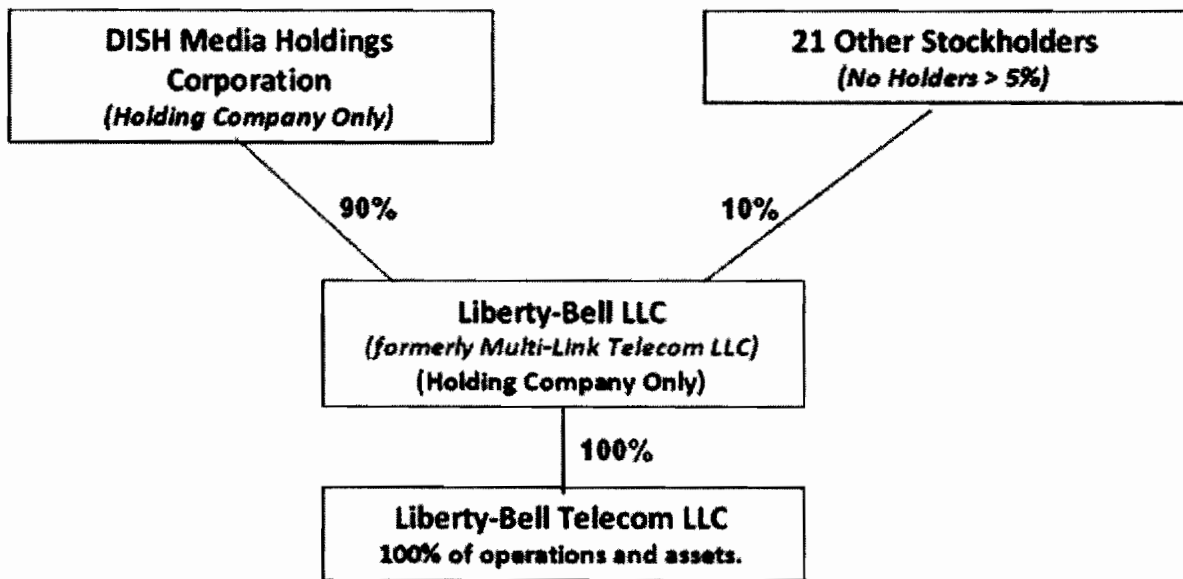


EXHIBIT D

SENIOR MANAGEMENT EXPERIENCE

Nigel Alexander, President and Chief Executive Officer

Mr. Alexander became the President and CEO of Liberty-Bell in 2006 following its acquisition by Multi-Link Telecom, LLC (now known as Liberty-Bell LLC), a messaging services company he co-founded in 1995 and has operated since that time.

During the past 5 years of managing Liberty-Bell, the company has expanded its customer base substantially and its geographic reach from one state (CO) to 14 States. As a well as operating successfully as a regulated Competitive Local Exchange Carrier, Liberty-Bell has completed several customer base acquisitions which required state and Federal approvals.

Mr. Alexander has a degree in Banking and Finance as well as over 15 years experience leading organizations in that industry. As such, he has a strong accounting and reporting background which is well suited to operating in a regulated environment such as telecommunications.

Christina Neher – Chief Operating Officer

Ms. Neher became the Chief Operating Officer of Liberty-Bell in 2006 when it was acquired by Multi-Link Telecom (now known as Liberty-Bell LLC) a messaging services company.

During the past 5 years of managing Liberty-Bell, the company has expanded its customer base substantially and its geographic reach from one state (CO) to 14 States. As a well as operating successfully as a regulated Competitive Local Exchange Carrier, Liberty-Bell has completed several customer base acquisitions which required state and Federal approvals.

Prior to joining Multi-Link in 1999, Ms. Neher served as the Vice President of Operations for Hellyer Communications, a provider of unregulated telecommunications services in Indiana.

EMPLOYEES

Liberty-Bell employs 30 people on a full time basis. Liberty Bell is well prepared with staff in provisioning, installation, customer support and technicians on call 24 hours a day 7 days a week. The Company's experienced staff currently supports more than 13,000 existing clients.

EXHIBIT E

FINANCIAL INFORMATION
(Attached, Under Seal)

EXHIBIT F

PROPOSED TARIFF
(Attached)

TENNESSEE TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
and Interexchange
Telecommunications Services
in the State of Tennessee

Liberty-Bell Telecom, LLC

2460 West 26th Avenue
Suite #380-C
Denver, CO 80211

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange telecommunications Services provided by Liberty-Bell Telecom, LLC Company") within the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority ("Authority"). This Tariff may also be inspected during normal business hours at Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet's principal place of business at 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211.

Issued: November 15, 2011

Effective:

Issued By:

Vice President, Regulatory
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

CHECK SHEET

Sheets 1 through 75 of this Tariff are effective as of the date shown at the bottom of the respective Sheet(s). Revised Sheets as named below contain all changes from the original filing that are in effect on the date listed. An asterisk (*) appearing next to the Sheet Version indicates revisions made in a given filing.

Sheet No.	Sheet Version	Sheet No.	Sheet Version	Sheet No.	Sheet Version
1	Original	35	Original	69	Original
2	Original	36	Original	70	Original
3	Original	37	Original	71	Original
4	Original	38	Original	72	Original
5	Original	39	Original	73	Original
6	Original	40	Original	74	Original
7	Original	41	Original	75	Original
8	Original	42	Original		
9	Original	43	Original		
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29	Original	63	Original		
30	Original	64	Original		
31	Original	65	Original		
32	Original	66	Original		
33	Original	67	Original		
34	Original	68	Original		

Issued: November 15, 2011

Effective:

Issued By:

Vice President, Regulatory
 Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
 2460 West 26th Avenue, Suite #380-C
 Denver, CO 80211

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (D)** Delete Or Discontinue
- (I)** Change Resulting In An Increase to A Customer's Bill
- (M)** Moved From Another Tariff Location
- (N)** New
- (R)** Change Resulting In A Reduction To A Customer's Bill
- (T)** Change in Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Authority. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Authority follows in its Tariff approval process, the most current Sheet number on file with the Authority is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are five levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
- D. Check Sheets** - When a Tariff filing is made with the Authority, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Authority.

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APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Tennessee, subject to availability.
- B.** Company has been granted Authority authority to provide Local Exchange Service statewide. Company provides Local Exchange Service in those areas served by AT&T Tennessee and CenturyLink, where Company has entered into interconnection agreements with the incumbent local exchange carrier. Company's Local Exchange Service area is consistent with the incumbent local exchange carrier as set forth in each company's respective local exchange tariff, which Company adopts as its own.
- C.** The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Authority.
- F.** This Tariff is governed and interpreted according to the Laws of Tennessee.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

Activation Fee: Non-recurring charges assessed at the establishment of a Service.

Authority: The Tennessee Regulatory Authority.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Authority to provide telecommunications Services within the State of Tennessee.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

Company: Liberty-Bell Telecom, LLC ("Company"), the issuer of this Tariff.

Customer: The person, firm, corporation or other entity which orders or uses the Company's services offered in this Tariff and which is responsible for payment of charges in compliance with the regulations in this Tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY****2.1.1. Scope**

- A. Company undertakes to furnish competitive Local Exchange communications Services within the State of Tennessee pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. Company is responsible under this Tariff only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to Company's network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. At its sole discretion, the Company may employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.2. Shortage of Equipment or Facilities**

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Authority regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

- C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to temporary discontinuance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

F. Connection to Company's Network - Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, bandwidth, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, Company's may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Company's may, upon written notice, terminate the Customer's Service without liability.

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

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service. In the event that the Company is providing an IP-Enabled Service, its liability, if any shall be limited by the provisions of the 911 NET Act (Pub. L. 110-283) as well as the protections of this Tariff and state law if applicable.
- 2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental commission responsible for the Emergency 911 Service upon request of such government commission. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

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.

2.1.6. Provision of Equipment and Facilities

- A. Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. Company shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, Disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment that the Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or Facilities provided by any party other than Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Tariff, the responsibility of Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities. Subject to this responsibility, Company shall not be responsible for:

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

2.1.7. Non-Routine Installation

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

2.1.8. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Authority regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.10. Rights and Titles Remain with Company**

Except as provided by law, Authority regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, Tariffs, Tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this Tariff and any Services contract between Customer and Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any replacement costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises.
- B. The Customer shall be responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer Premises Equipment leased by the Customer from Company.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to Company -provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) 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 that 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.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company -owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS**

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service. The Company may require proof of identity and proof of address pursuant to N.J.A.C. §4:3-3.2 (d) and (e).
2. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
3. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as an Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Authority and state laws, if any.
4. Company may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment; or
 - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities; or
 - (c) Applicant has failed to meet the credit criteria; or
 - (d) The Applicant is known to be in violation of Company's Tariffs filed with the Authority; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

4. Company may refuse to establish, Continued

- (e) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service; or
- (f) Applicant falsifies his or her or its identity for the purpose of obtaining Service; or
- (g) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (h) The Service requested is not expressly offered under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company until, at the option of Company, the Applicant pays any past due bill and/or makes deposit arrangements suitable to Company.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Authority regulations or State law.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit, Continued**

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
 - (a) Company may require from any Customer or prospective Customer a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. Company may require separate deposits for different Services purchased by Customer, all of which must be paid before any service is installed.; or
 - (b) At any time during the term of the agreement the Customer exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Authority rule(s) and state laws, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. Facilities and Service Charges - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. Taxes - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. Changes in Service Requested - If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.
- D. Return Check Charge - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.3. Billing and Collection of Charges**

- A. Bills will contain the information required by N.J.A.C. §§14:10-2.1 and 14:10-2.2. Company may issue a billing statement to a Customer in an electronic format only.
- B. Recurring charges are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- C. Billing is payable upon receipt and past due thirty (30) calendar days following the billing date. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will invoice Customer for applicable charges up to thirty six (36) months or any period provided for under law, whichever is longer.

2.5.4. Advanced Payments

Company does not require advanced payments.

2.5.5. Deposits

Company does not require deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction. Customer may enter the following arrangement if confirmed by Company:

- A. Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Authority for its investigation and decision.

Company will respond to the Authority requests for information within the timeframe specified by the Authority.

The Authority will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Authority.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be disconnected prior to the Due Date shown on the bill.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address and telephone number of Authority:

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243
Telephone: 615.741.2904

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

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.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Department at 855.347.3474 or in writing addressed to the attention of Company Customer Service at: 2460 West 26th Avenue, Suite #380-C, Denver, CO 80211. Billing escalation representatives are available to address inquiries during Company business hours from Monday through Friday 8 a.m. to 5 p.m. (MST).

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive calls because of a failure of a component furnished by Company under this Tariff.
- D. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.
- E. If Access Line is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. Company will not charge or collect any further rates for such service that was affected during the interruption of service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.2. Limitations of Allowances**

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- B. Due to the malfunction of Customer-owned telephone equipment; or
- C. Due to a Force Majeure; or
- D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or
- H. For the unlawful or improper use of the facilities or Service.

2.6.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.4. Application of Credits for Interruptions in Service**

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1.** 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 Authority, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Authority may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** 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.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. USE OF CUSTOMER'S SERVICE BY OTHERS**

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

- 2.9.1.** Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.
- 2.9.2.** Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.
- 2.9.3.** Any 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 portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and 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 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY

2.10.1 Disconnection of Service Without Notice

Company may discontinue service to a Customer without notice under the following conditions:

- A. in the event of tampering with the Company's equipment;
- B. 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
- C. in the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.2. Discontinuance of Service With Notice

A. Pursuant to Tennessee Rule 1220-4-2-.12, Service may be refused or discontinued for all of the following reasons:

1. In the event of customer use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.
2. In the event of tampering with the equipment furnished and owned by the utility.
3. For violation of or noncompliance with the Authority's Regulations Governing Service Supplied by Telephone Utilities, or for violation of or non-compliance with the utility's rules on file with the Authority.
4. For failure to comply with municipal ordinance or other laws.
5. For failure of the customer to permit the utility reasonable access to its equipment.
6. For nonpayment of bill.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.3. Payment Obligation up to Discontinuance of Service**

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

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise requested by Customer.

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

2.12. FULL FORCE AND EFFECT

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

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. MISCELLANEOUS PROVISIONS****2.14.1. Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1. APPLICATION OF RATES AND CHARGES**

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Residential Services
Optional Calling Features
Directory Listing Services

C. Interexchange Services*

The following interexchange Network Services are available to Customers where provisioning is technically feasible;

Switched outbound "1 Plus" Dialing;
Switched inbound Toll-Free; and
Directory Assistance

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.
6. Trouble Isolation Charge – When Customers request that the Company dispatch a field technician and the Company then determines that the trouble is not in the Company network, or the issue is related to inside wiring or other Customer-related issue, Customer will be charged a Trouble Isolation Charge for the dispatch of the technician.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1 Local Exchange Service Territory**

Company's service territory within the State of Tennessee mirrors that of Verizon Tennessee and CenturyLink exchange service territory for those companies with whom Company maintains an operating agreement.

3.2.2 Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
 - 1. Originate communications to other points on Company's underlying network;
 - 2. Receive communications from other points on Company's underlying network;
 - 3. Access Company's Services as set forth in this and other Company Tariffs;
 - 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
 - 5. Access Company's customer service for Service-related assistance;
 - 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
 - 7. Access Operator-Assisted Calling Services; and
 - 8. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES, Continued****3.2.2. Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

3.2.3. Business Services

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. EXCHANGE SERVICES, Continued

3.2.4. Residential Services

Company provides the following package offering(s) to residential subscribers based on customer location and network availability:

Phone Service – consists of local switched access service and the following custom calling features based on customer location and network availability: Anonymous Call Rejection, Caller ID, Call Waiting, 3-Way Calling, Variable Call Forwarding, Selective Call Forwarding, Last Call Return, Caller ID Blocking, Message Waiting Indicator, No Answer Call Forwarding, Busy Call Forwarding and Voicemail*.

*This service not subject to the jurisdiction of the Authority.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES****3.3.1. Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. Anonymous Call Rejection: Permits the End-User to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement, and then terminated. The feature may be turned on or off by the End-User by dialing the appropriate feature control code.
- B. Caller ID: Name and Number: Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.
- C. Call Forward: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- D. Call Forward: Busy Line: Permits the forwarding of incoming calls when the End-User's line is busy. The forwarded number is fixed by the End-User Service order.
- E. Call Forward: Don't Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- F. Last Call Return: Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- G. Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End-User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- H. Call Waiting ID: Enables the called party to identify the party calling when on another call.
- I. Caller ID Blocking: Provides a permanent indicator on the Customer's line. Once the block is established on the Customer's line, the private status can be deactivated by the Customer by dialing a series of numbers before each call to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customer who chooses per line blocking for the first time will not be charged the non-recurring charge. New Customers to the Caller ID serving area will be provided the same option. A Customer requesting per line blocking will pay a non-recurring charge for re-establishing line blocking.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- J. Speed Call: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed- calling list without assistance from Company.
- K. Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- L. Message Waiting Indicator: Provides a visual and/or audible notification when customer has a new voice message in their voicemail.
- M. No Solicitation: Between the hours of 8:00AM and 9:00PM, callers will hear the following message: "You have reached a number that does not accept solicitations. If you are a solicitor, please add this number to your do-not-call list and hang up now. Otherwise, please press 1, or stay on the line." During non-service hours, all calls will ring through as usual.
- N. Custom Ring: This service provides up to two Custom Ring telephone numbers on one line, in one location, without installing any additional lines. Each number has a unique ringing pattern, allowing customers to determine in advance of answering a call which telephone number was dialed.
- O. Security Screening: Blocks calls from unidentified callers from ringing to the end user telephone line. If someone calls with caller ID blocked on an incoming call, the call will not complete to the subscribers line and prompts the caller to unblock their caller ID to complete the call.
- P. Remote Call Forwarding: Allows customers to forward their home phone to an alternate number from any telephone line outside their location by calling the update center.
- Q. Selective Call Forwarding: Allows customers to program up to 15 numbers that will be forward to an alternate telephone number from their primary location. When an incoming call is received from a pre-programmed number, end users will receive a distinctive ring.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.4. DIRECTORY LISTING SERVICE**

- 3.4.1.** The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2.** The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3.** The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- A. In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- B. Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.5. INTEREXCHANGE SERVICES***

- 3.5.1.** Intrastate Long Distance - Permits Customers to originate calls via switched or dedicated access lines and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "1010XXX" followed by "1 + ten digits". Further, the Service permits a Customer connection to Company's network, enabling the Customer, among other things, to access Interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's network; access Company's business office for Service-related assistance; access Operator-Assisted Calling Services; and access Directory Assistance.
- 3.5.2.** **Toll Free Service** – This service is inbound calling only where an 800, 888 or other Toll Free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.
- 3.5.3.** **Directory Assistance** – Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.6. SERVICE PROVIDER OPTIONS****3.6.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.6.3. Preferred Carrier Freeze (PCF)

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. Preferred Carrier Freezes shall be implemented or removed by one of the following three methods:

- A. In written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4-2-.56 (2)(a), The Tennessee Verification of Orders for Changes of Long Distance Carrier; or
- B. Verbally with a call between the subscriber and the Company; or
- C. Verbally with a three-way conference call between the Company, the subscriber, and the preferred carrier.

At the time a subscriber makes a request to the Company to place a freeze on their account, the Company will send the subscriber a confirmation letter. The Company does not guarantee that by placing a freeze on the subscriber's account that the preferred carrier cannot be changed without the subscriber's consent. The Company shall not be liable for any damages that may occur if the preferred carrier is changed without the subscriber's consent as long as the Company has fully complied with the requirements specified in Rule 1220-4-2-.56 (2). The Tennessee Verification of Orders for Changes of Long Distance Carriers.

This offering in no way nullifies the Company's responsibility to verify the service provider changes as outlined in Rule 1220-4-2-.56 (2), the Tennessee Verification of Orders for Changes of Long Distance Carriers.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.6.4. Carrier Change Charge**

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

3.7. DIRECTORY ASSISTANCE

A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this Tariff, plus the charge for Directory Assistance. Non-published telephone numbers are not available from the Directory Assistance service. Directory Assistance charges are waived for Customers who have documented that they are blind or sight impaired to the Company.

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SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

A. Service or Feature

	Non-Recurring Charge
Line Installation	\$50.00
Move Line	\$50.00
Change Telephone Number	\$20.00
Change to Class of Service or features	\$25.00
Feature Change	\$25.00
Directory Listing Change/Establishment of additional listing	\$20.00
Non-Published listing	\$20.00
Non-Listed number	\$20.00

B. Reconnection Fee

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

Reconnection fee, per line	\$25.00
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SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES, Continue****4.1.1. Service Order and Change Charges, Continued**

The following rates apply when Company is required to dispatch a technician to perform trouble isolation at a customer premise.

Trouble Isolation Fee (TIC)	\$99.00*
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SECTION 4 – RATES, Continued

4.2. EXCHANGE SERVICE RATES AND CHARGES

4.2.1. Business Services

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.2. Residential Services**

	Monthly Recurring Charge
Phone Service	\$36.89

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SECTION 4 – RATES, Continued**4.3. OPTIONAL CALLING FEATURES****4.3.1. RESERVED FOR FUTURE USE****4.3.2. Custom Calling Features - Residential**

	Monthly Recurring Charge
Anonymous Call Rejection:	\$0.00
Caller ID –	\$6.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Speed Calling	\$5.50
Collect Call Blocking	\$0.00
Caller ID Blocking	\$0.00
Three Way Calling	\$3.00
Toll Restriction	\$0.00
No Solicitation	\$6.95
Selective Call Forwarding	\$3.00
Security Screening	\$2.95
Remote Call Forwarding	\$6.00
Custom Ring Number	\$6.00

4.3.3. Per Use Features

<u>Feature</u>	<u>Per Use Rate</u>
Continuous Redial	\$0.95*
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95*

*\$7.60 maximum charge per month

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SECTION 4 – RATES, Continued**4.4. DIRECTORY LISTING SERVICE****4.4.1. Residential Listings**Monthly
Recurring
Charge

Additional Listing	\$2.25
Non-Listed (Semi Private)	\$2.25
Non-Published (Private)	\$2.25

4.5. DIRECTORY ASSISTANCE

Directory Assistance, per call	\$1.99
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SECTION 4 – RATES, Continued**4.6. INTERLATA AND INTRALATA PRESUBSCRIPTION**

4.6.1. InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

4.6.2. InterLATA and IntraLATA Presubscription Offerings:

- A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.6.3. Rules and Regulations

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

Issued: November 15, 2011

Effective:

Issued By:

Vice President, Regulatory
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

SECTION 4 – RATES, Continued**4.6. INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****4.6.3. Rules and Regulations, Continued**

D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

Per line, per change \$5.50

4.7. INTEREXCHANGE SERVICE CHARGES*

Intrastate Long Distance Service

Per minute \$0.05

Toll Free Service

Per minute \$0.05

*Provided for Informational Purposes

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Denver, CO 80211

SECTION 4 – RATES, Continued**4.8. COMBINED BILLING FEE**

Customers may elect to have the convenience of Company billing both local exchange services and long distance detail billing on a single Customer invoice. Customer may also elect to receive their invoices via electronic delivery to avoid this fee.

Combined Billing Fee \$1.99

4.9. DUPLICATE BILL FEE

Additional and alternate copies of Company bills are available upon Customer request. An additional bill copy is a secondary copy of the Customer's initial bill. An alternate bill is an additional bill sent to a different address other than the Customer's address of record, upon proper authority by the Customer.

Residential Customer, per copy of additional or alternate bill \$5.00

4.10. INDIVIDUAL CASE BASIS AGREEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Authority upon request.

4.11. PROMOTIONS

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or Installation Fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company.

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SECTION 4 – RATES, Continued**4.12. CALL DETAIL RECORDS REQUEST**

Liberty-Bell Telecom cannot provide call detail records without a subpoena or other legal process from appropriate law enforcement agencies. When the Company receives a subpoena for local call detail, a standardized rate of \$150.00 per 24-hour period will apply to search for and create a record of local call detail or other non-billed call detail. All fees associated with the production of records must be paid in advance via certified funds.

Where Liberty Bell is the long distance provider, Liberty Bell will provide additional invoice copies at the rates specified elsewhere in this Tariff.

4.13. CURRENT PROMOTIONS

Company's bundle promotion is available to new subscribers through April, 30, 2012. The bundle promotion consists of a \$5 per month discount applied to the monthly recurring charges when the Customer combines Phone Service with Digital Subscriber Line Internet access* and/or DISH Network satellite television service* on a single monthly invoice. The Phone Service includes a Primary Directory Listing and up to 10 of the following Features, where technically feasible, for \$25.00 per line, per month:

- Caller ID, Call Waiting
- 3-Way Calling
- Variable Call Forwarding
- Selective Call Forwarding
- Anonymous Call Rejections
- Selective Call Rejection
- Last Call Return
- Caller ID Blocking
- Voicemail*
- Message Waiting Indicator
- No Answer Call Forwarding
- Busy Call Forwarding

The products within the bundle promotion may be subject to a standard \$50 activation fee. Company may waive up to 100% of activation fee at time of ordering.

Digital Subscriber Line Internet access and DISH Network television service are not provided subject to the terms and conditions of this Tariff.

*Service not subject to Authority regulation.

Issued: November 15, 2011

Effective:

Issued By:

Vice President, Regulatory
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211

EXHIBIT G

SAMPLE BILL
(Attached)

EXHIBIT H

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS
BUSINESS PARTICIPATION PLAN
(Attached)**

**PROPOSED SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN**

SUBMITTED TO

TENNESSEE REGULATORY AUTHORITY

BY

**LIBERTY-BELL TELECOM, LLC
DBA DISH NETWORK PHONE & INTERNET**

PROPOSED SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

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**PROPOSED SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN**

1. PURPOSE

- 1.1. This proposed small and minority-owned telecommunications business participation plan (Plan) is submitted by Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet (the "Company") pursuant to T.C.A. §65-5-112.

2. DEFINITIONS

- 2.1. "Small Business" for the purpose of this Plan, is a business with annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-112.
- 2.2. "Minority Business" for the purpose of this Plan, is a business that 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 the daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-112.

3. POLICY STATEMENT

- 3.1. It is the Company's policy to afford small and minority-owned telecommunications businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-112.

4. PERIOD OF EFFECTIVENESS

- 4.1. As the Company does not currently purchase goods and services from small or minority-owned telecommunications businesses, the Plan and the associated duties and activities do not have a fixed time period for effectiveness. At such time the Company outsources the services of small and minority-owned telecommunications businesses, this Plan will be modified.

5. PLAN ADMINISTRATION

5.1. The Company Plan Administrator is:

Nigel Alexander
President and Chief Executive Officer
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977
Facsimile: 303.831.1988
Email: cneher [at] libertybelltelecom [dot] com

5. PLAN ADMINISTRATION, Continued

5.2. The Administrator manages the Plan and has direct interface with contract administrators to ensure compliance.

6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

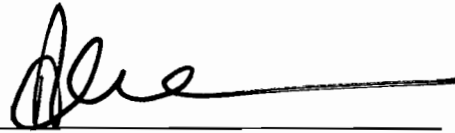
6.1. The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan.

6.2. The Administrator shall cultivate and maintain relationships with women, minority, and small business trade associations and business development organizations in an effort to locate and qualify capable small and minority-owned telecommunications businesses for participation in contracting opportunities.

7. PLAN REPORTING

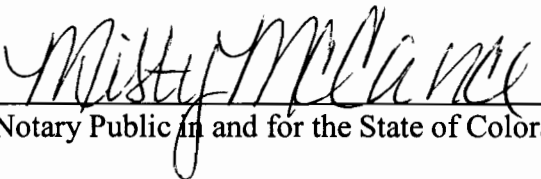
7.1. The Administrator will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan.

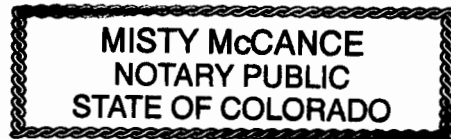
Liberty Bell Telecom, LLC dba
DISH Network Phone & Internet

By: 

Nigel Alexander
President and Chief Executive
Officer
2460 West 26th Avenue
Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977

Subscribed and sworn to before me this 1st day of November, 2011.


Notary Public in and for the State of Colorado,



My Commission Expires
My Commission expires: September 25, 2012

EXHIBIT I

PREFILED TESTIMONY
(Attached)

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION OF)
LIBERTY-BELL TELECOM, LLC DBA)
DISH NETWORK PHONE & INTERNET)
FOR A CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO PROVIDE COMPETING)
FACILITIES-BASED AND RESOLD LOCAL)
EXCHANGE AND EXCHANGE ACCESS, AND)
NON-FACILITIES-BASED INTEREXCHANGE)
TELECOMMUNICATION SERVICES)
IN TENNESSEE)**

DOCKET NO. 11- _____

**PRE-FILED TESTIMONY OF NIGEL ALEXANDER
ON BEHALF OF
LIBERTY-BELL TELECOM, LLC
DBA DISH NETWORK PHONE & INTERNET**

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND TELEPHONE NUMBER.

A. My name is Nigel Alexander. My business address is 2460 West 26th Avenue, Suite #380-C, Denver, Colorado 80211. The Company's main telephone number is 303.831.1977.

Q. WHAT IS YOUR POSITION WITH THE APPLICANT?

A. I am President and Chief Executive Officer of Liberty-Bell Telecom LLC dba DISH Network Phone & Internet ("Company".)

Q. WHAT ARE YOUR PRINCIPAL RESPONSIBILITIES?

A. I am responsible for the overall operations. In this capacity, I am responsible for the Company's financial profile, personnel, policies, strategic planning and execution of our business plan.

Q. COULD YOU TELL US ABOUT YOUR PROFESSIONAL BACKGROUND?

A. After completing a four-year degree in Banking and Finance, I was accepted into the British Institute of Bankers. I then spent 15 years leading various organizations in the financial industry. In 1995, I co-founded Multi-Link Telecom, a unified messaging provider and grew the Company's operations through customer growth and a series of transactions. My banking and finance experience has given me a strong accounting and reporting background which is well suited to operating in a regulated environment such as telecommunications. In addition to my responsibilities with the Company, I am also the Executive Director of Colorado Community Voicemail, a Company-sponsored 501(c)(3) that provides free telecommunications services to more than 4,000 homeless

customers in Colorado.

Q. PLEASE DESCRIBE THE TRANSACTIONS THAT YOU HAVE BEEN INVOLVED IN SINCE STARTING MULTI-LINK?

A. In September 2006, Multi-Link purchased Liberty-Bell Telecom LLC which was a provider of local exchange and broadband services to residential customers in Colorado. Multi-Link changed its name to Liberty-Bell LLC when it became the direct parent of Liberty-Bell Telecom LLC. In October 2008, Liberty-Bell purchased certain customer assets of Affinity Telecom, Inc. In September 2009, the Company purchased certain customer assets of Impact Telecom LLC. Then in January 2011, DISH Media Holdings Corporation obtained a 90 percent stake in Liberty Bell LLC. The remaining 10 percent is held by 21 individuals. Of those 21 shareholders, I own the largest share with 4.86 percent. DISH Media is a subsidiary of DISH Network Corporation ("DISH Network").

Q. HAVE YOU EVER TESTIFIED BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF TENNESSEE?

A. No, I have not.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony supports the Application filed by the Company with the Tennessee Regulatory Authority ("Authority") for authority to provide basic local exchange and interexchange telecommunications services. The Company proposes to offer regulated telecommunications services as well as a variety of unregulated services on a competitive basis, initially to residential customers in the exchange areas of AT&T, Inc. and CenturyLink. My testimony focuses on the Company's

technical, managerial and financial qualifications for granting the requested authority.

Q. ARE ALL STATEMENTS IN THE COMPANY'S APPLICATION TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE, INFORMATION AND BELIEF?

A. Yes. All statements in the Application are true and correct to the best of my knowledge, information and belief.

Q. PLEASE DESCRIBE THE COMPANY AND ITS OPERATIONS.

A. The Company is a privately-held corporation organized under the laws of the State of Colorado on February 27, 2003. It offers telecommunications services to more than 13,000 subscribers in the historic 14-state, Qwest (now CenturyLink) operating territory. The majority are in Colorado but we are expanding across the CenturyLink territory.

Q. HAS ANY STATE COMMISSION DENIED THE COMPANY AUTHORITY TO OPERATE?

A. No state has refused to grant the Company a certificate to provide telecommunication services.

Q. PLEASE DESCRIBE THE SERVICES THE COMPANY PROPOSES TO OFFER?

A. Our Company will offer competitive local exchange, switched exchange access, and interexchange telecommunications services. The Company will do this through a combination of facilities-based and non-facilities-based competitive local exchange services, facilities-based switched exchange access service to interconnecting carriers and non-facilities-based interLATA and intraLATA interexchange telecommunications services in conjunction with the Company's

interstate services. We will coordinate with incumbent local exchange carriers for the provision of emergency 911 services, directory publication, and directory distribution to local customers. Our goal is to provide customers with a comprehensive set of combined local and interexchange telecommunications services at desirable rates, along with Internet and satellite television services to meet subscriber demand for “triple play” and bundled service offerings.

Q. HOW WILL THE COMPANY PROVIDE ITS SERVICES?

A. The Company serves its local exchange subscribers by utilizing a combination of incumbent local exchange carrier unbundled network elements (UNEs), UNE-P replacement and resold services. The Company will not construct facilities. The Company will initiate negotiations for interconnection with incumbent carriers. The resulting agreements will be filed with the Commission for approval pursuant to the Telecommunications Act of 1996.² The specific competitive local and interexchange services the Company proposes to offer are more fully described in its local and interexchange tariffs which appear as Exhibit C of the Application. The Company will also provide switched access services to interconnecting carriers subject to a separate tariff.

Q. WILL THE COMPANY OWN ANY SWITCHING OR TRANSPORT FACILITIES IN TENNESSEE?

A. No. The Company will not have any switching equipment or transport facilities in Tennessee. Since the Company combines unbundled network elements and other resold services, it will rely upon the technical capabilities of its underlying provider for all network and transport facilities to provide service.

² See: 47 U.S.C. §252(e)

Q. HAS THE COMPANY REGISTERED TO DO BUSINESS IN TENNESSEE?

A. Yes. The Company's Certificate of Authority to transact business as a foreign limited liability company is attached to the Application as Exhibit B.

Q. DOES THE COMPANY HAVE THE MANAGERIAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICES TO CUSTOMERS IN THE LISTED LOCAL EXCHANGE AREAS?

A. Yes. The Company's management team is composed of seasoned industry professionals. Its leadership has experience in banking, communications and telecommunications. We understand the challenging technical demands of telecommunications operations and have shown that we can successfully manage a telecommunications company. Summaries of my professional background and Chief Operating Officer Christina Neher can be found at Exhibit E of the Application.

Q. PLEASE DESCRIBE THE COMPANY'S FINANCIAL QUALIFICATIONS.

A. The Company is financially qualified to provide services in Tennessee. It has access to financial resources sufficient to support its initial roll-out of local exchange services in Tennessee and thereafter. The Company is profitable, has no accumulated debt, and is internally and fully funded. The Company's confidential financial statements for the period Jan. 1, 2010 to Dec. 31, 2010 are attached to the Application as Exhibit E.

Ultimately, the Company is backed by the consolidated strength of the DISH Network companies. The Company's revenues are reported as part of the revenue of its ultimate parent DISH Network which for 2010 had revenue of

\$12.64 billion. The annual 10-K report filed by DISH Network with the United States Securities and Exchange Commission is available at dish.client.shareholder.com/financials.cfm.

Q. PLEASE DESCRIBE THE COMPANY'S RATE STRUCTURE

A. The Company's proposed rates are found in its proposed tariff, attached as Exhibit F to the Application. The Company will file its final local exchange tariff subsequent to the Commission's approval of the Application and prior to providing service in Tennessee.

Q. DOES THE COMPANY HAVE THE TECHNICAL RESOURCES TO PROVIDE BASIC LOCAL EXCHANGE SERVICE WITHIN THE GEOGRAPHIC AREA OF ITS CERTIFICATION?

A. Yes. While the Company's technical ability to provide services rests primarily on the technical capabilities of its underlying network provider, we have shown in our existing service territories that we have the ability to manage that relationship and handle any technical issues that arise. Since we are not building facilities, there is no impact on rate payers resulting from the Company's entry into Tennessee.

Q. WILL THE COMPANY COMPLY WITH ALL APPLICABLE REGULATIONS REGARDING THE MANAGEMENT OF 9-1-1 EMERGENCY SERVICE TRAFFIC?

A. Yes. The Company will coordinate with its underlying carriers to ensure that Commission regulations concerning the management of emergency phone calls are met

Q. PLEASE DESCRIBE THE COMPANY'S TROUBLE REPORTING PROCEDURES.

A. All service-related problems, including trouble reporting, may be directed to the Company's customer service department via its toll-free number, 855.347.3474. Our customer service staff is available 24 hours a day, seven days a week. Upon report of local service trouble, we will contact our carrier's operations staff to identify its source and will coordinate with the incumbent carrier to isolate the trouble and repair. The incumbent carrier will inform us when the issue is resolved. If the trouble pertains to interexchange services, we will report the issue to the designated service representative of the underlying carrier. That provider will take corrective action and will report to us the resolution of the trouble. The Company will then verify with customer that service has been restored.

Q. HOW WILL THE COMPANY BILL ITS CUSTOMERS?

A. The Company bills local and interexchange customers on a monthly basis.

Q. HOW ARE BILLING DISPUTES RESOLVED?

A. The Company's customer service department is available to resolve any disputes. Customers may reach the Company's customer service staff via its toll-free

telephone number, 855.347.3474, by letter to the address listed on the bill, or via electronic delivery. We embrace a strong customer service orientation that makes meeting customer needs an absolute priority.

Q. HOW ARE RATE AND SERVICE INFORMATION REQUESTS PROCESSED?

A. The Company's customer service representatives are prepared to respond to all rate and service information requests through whatever medium customers elect to communicate with the Company. The rates for most services and bundles are available at <http://bundles.dish.com>.

Q. HOW ARE OPERATOR-ASSISTED AND DIRECTORY ASSISTANCE CALLS PROCESSED?

A. The Company will provide directory assistance exclusively to its customers of record through its underlying carrier as an ancillary service. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212." The Company does not provide alternative operator services to the transient public.

Q. WILL THE COMPANY PROVIDE PUBLIC PAY TELEPHONE SERVICE?

A. No. The Company does not plan to provide public pay telephone service.

Q. WILL APPLICANT PROVIDE PREPAID SERVICES?

A. No. The Company does not provide prepaid services.

Q. IS GRANT OF THE APPLICANT'S REQUEST FOR AUTHORITY TO PROVIDE SERVICES CONSISTENT WITH THE PUBLIC INTEREST?

A. Yes. The Company's entry into the Tennessee local exchange telecommunications market will increase competition among providers to the benefit of consumers.

Additional competition, especially for residential customers seeking to bundle their phone service with high-speed internet and video services, leads to lower prices, expanded availability of tailored service packages, improved customer service; and reduced consumer complaints. Moreover, a more competitive telecommunications sector, leading to lower costs for Tennessee citizens, should translate into benefits for the state's economy.

Q. DOES THE COMPANY HAVE A SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN ("PLAN"), AS REQUIRED PURSUANT TO T.C.A. § 54-5-22?

A. Yes. The Company submitted its Plan as **Exhibit H** to its Application.

Q. HAS THE COMPANY DESIGNATED A PLAN ADMINISTRATOR WHO WILL BE RESPONSIBLE FOR ADMINISTERING THE COMPANY'S PLAN?

A. Yes. I will be responsible for administering the Plan.

Q. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH THE COMPANY'S PROPOSED OFFERING OF TELECOMMUNICATIONS SERVICES IN TENNESSEE.

A. The Company's proposed services will allow customers to obtain competitive services and rates. Customers will benefit from the Company's industry experience and innovative service offerings and billing options. Additionally, an increase in the traffic generated through the provision of the Company's proposed intrastate services over existing facilities will help improve the efficiency of those facilities and reduce the underlying carriers' costs in provisioning such services

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

EXHIBIT J

TOLL DIALING PARITY PLAN
(Attached)

**LIBERTY-BELL TELECOM, LLC
DBA DISH NETWORK PHONE & INTERNET
INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN**

Pursuant to the Federal Communications Commission (“FCC”) Order 99-54 in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996) Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet (the “Company”) submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan (“Plan”).

I. Objective/Purpose

The Company seeks authority to provide telecommunications services within the State of Tennessee as an interexchange carrier and as a competing local provider (“CLP”).

The Company’s Implementation Plan would enable Customers to route intraLATA toll calls (intraLATA 1+ and 0+ calls), plus directory assistance (1+ area code + 555-1212), without the use of access codes, to the Customer’s pre-selected interexchange carrier (IXC).

II. Geographic Availability

IntraLATA presubscription (“ILP”) is available in all LATAs where the Company will provide its local telecommunications services within the State of Tennessee. ILP will be available in all exchanges of the underlying local exchange carrier where the Company provides local services.

III. Implementation Schedule

The Company intends to offer dialing parity for intraLATA toll calls upon the commencement of the provision of local exchange service. The Company will rely upon the capabilities of the underlying incumbent local exchange company (“ILEC”) to provide intraLATA toll dialing parity. Accordingly, the Company’s retail customers may choose any IXC that has established itself as an access customer under the underlying ILEC’s access tariff.

IV. Carrier Selection Process

The Company will implement full 2-PIC (“Primary Interexchange Carrier”) capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribe to one carrier for intraLATA toll calls and to the same or a different carrier for interLATA toll calls.

The Company will ensure that new customers have the opportunity to choose their intraLATA toll carrier. The Company’s employees who communications with the public,

accept orders and serve in customer service capacities will explain the availability of 2-PIC equal access and intraLATA toll dialing parity. Such employees will also assist customers in making an initial PIC choice, or in changing a PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

The Company has no existing local exchange customers in Tennessee.

B. New Customers

A new customer contacting the Company to request new local telephone exchange service will be advised of the opportunity to choose both an intraLATA and interLATA toll provider. If requested by the customer, the Company will provide a competitively neutral list of participating telecommunications carriers that provide intraLATA toll service in the customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC," and will not be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier. New customers will have thirty (30) calendar days following completion of the service request to make a PIC choice without charge.

V. Carrier Notification

IXCs will be notified via letter that they must contact the Company directly if an end-user using the Company's resold or UNE-P based services desires to change to that IXC. The Company will obtain a list of current IXCs from the TRA for mailing to all currently certificated IXCs. As a reseller, the Company will not have any access services or carrier customers in Tennessee who need to be informed of the availability of dialing parity. Should the Company provide access services as a UNE-P or facilities-based provider, the Company's access carrier customers will be informed of the availability of dialing parity.

VI. PIC Change Charges

The charge for a PIC change will be stated in the Company's tariff, and will be filed with the Authority.

VII. Anti Slamming Procedures

The Company will establish procedures for handling PIC change orders consistent with Authority requirements. The Company will work with IXCs and any customer who has been slammed in order to quickly resolve any disputes. The Company will ensure that the customer's PIC selection is changed back to its carrier of choice, without charge to the customer, as soon as possible.

VIII. Non-Discriminatory Access

The Company will provide non-discriminatory access to customers for telephone numbers, operators services, directory assistance and directory listings.

EXHIBIT K

STATEMENT REGARDING NUMBERING ISSUES
(Attached)

NUMBERING ISSUES

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

Response: As the Company will be providing service via resale and utilizing UNEs, the Company does not expect to make any request for its own carrier specific numbering codes. It will instead rely upon the available inventory of its underlying carriers.

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

Response: Please refer to response to No. 1.

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

Response: The Company will initially provide local service throughout the area currently served by AT&T and CenturyLink.

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

Response: In the event that the Company's operations necessitate obtaining telephone numbers, it will assign such numbers sequentially within NXXs.

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

Response: The Company will obtain its numbers from AT&T and CenturyLink and thus will not over utilize Tennessee's numbering resources.

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

Response: inapplicable.

EXHIBIT M

TENNESSEE SPECIFIC OPERATIONAL ISSUES
(Attached)

TENNESSEE SPECIFIC OPERATIONAL ISSUES

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

Response: The Company maintains the rate center database for the state of Tennessee, which jurisdictionalizes all Tennessee intraLATA calls. DISH will utilize the rate center database in determining which calls are to be billed to its customers. DISH will also rely on underlying carrier information for resold services.

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

Response: Yes, the Company is aware of the Tennessee County Wide Calling database and will work with AT&T and CenturyLink, if necessary, to ensure that its telephone numbers are entered onto the database.

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

Response: Yes, the Company is aware of the local calling areas provided by AT&T and CenturyLink, which will be the Company's underlying carriers.

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

Response: The Company maintains the rate center database that jurisdictionalizes all Tennessee intraLATA calls. The Company will utilize the rate center database in determining which calls are to be billed to its customers.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the Authority on resolving customer complaints.

Response:

Christina Neher
Chief Operations Officer
2460 West 26th Avenue, Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977
Facsimile: 303.831.1988
Email: cneher [at] libertybelltelecom [dot] com

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?

Response: DISH will telemarket its services in Tennessee and comply with TCA §65-4-401 *et seq.* and Chapter 1220-4-11

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

**IN THE MATTER OF THE APPLICATION OF)
LIBERTY-BELL TELECOM, LLC DBA)
DISH NETWORK PHONE & INTERNET)
FOR A CERTIFICATE OF CONVENIENCE AND)
NECESSITY TO PROVIDE COMPETING) DOCKET NO. 11- _____
FACILITIES-BASED AND RESOLD LOCAL)
EXCHANGE AND EXCHANGE ACCESS, AND)
NON-FACILITIES-BASED INTEREXCHANGE)
TELECOMMUNICATION SERVICES)
IN TENNESSEE)**

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on 1st November, 2011, Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Telecommunications Services.

This 1st day of November, 2011.

Liberty Bell Telecom, LLC dba
DISH Network Phone & Internet

By: _____



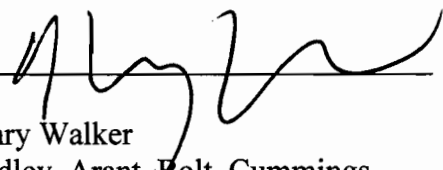
Nigel Alexander
President and Chief Executive
Officer
2460 West 26th Avenue
Suite #380-C
Denver, CO 80211
Telephone: 303.831.1977

CERTIFICATE OF SERVICE

This is to certify that on November 28, 2011 a copy of the Application of DISH Telecommunications, Inv. for a Certificate to Provide Competing Local Telecommunications Services and Interexchange Services, without confidential exhibits, was sent via first class mail, postage prepaid to the attached service list.

Bradley, Arant, Bolt, Cummings,
LLP

By: _____


Henry Walker
Bradley, Arant, Bolt, Cummings,
LLP

1600 Division Street, Suite 700
Nashville, TN 37203
Telephone: (615) 252-2363
Facsimile: (615) 252-6302

Counsel to
Liberty-Bell Telecom, LLC dba
DISH Network Phone & Internet

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

1) ARDMORE TELEPHONE COMPANY, INC.

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

2) AT&T, INC.

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

3) CENTURY TELEPHONE OF ADAMSVILLE

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

4) CENTURY TELEPHONE OF CLAIBORNE

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

5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.

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

6) CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE

P.O. Box 770
300 Bland Street
Bluefield, WV 24701

7) CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE

P.O. Box 770
300 Bland Street
Bluefield, WV 24701

8) LORETTO TELEPHONE COMPANY, INC.

P.O. Box 130
Loretto, TN 38469
(931) 853-4351
(931) 853-4329 (Fax)

9) MILLINGTON TELEPHONE COMPANY, INC.

P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)

10) SPRINT-UNITED

112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)

11) TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.

P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)

12) TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY

P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)

13) TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.

P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)

14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY

P.O. Box 18139

Knoxville, TN 37928-2139

(423) 922-3535

(423) 922-9515 (Fax)

15) TEC-CROCKETT TELEPHONE COMPANY, INC.

P.O. Box 7

Friendship, TN 38034

(901) 677-8181

16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.

P.O. Box 310

Erin, TN 37061

(931) 289-4221

(931) 289-4220 (Fax)

17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.

P.O. Box 10

244 E. Main Street

Bradford, TN 38316

(901) 742-2211

(901) 742-2212 (Fax)

18) UNITED TELEPHONE COMPANY

P.O. Box 38

120 Taylor Street

Chapel Hill, TN 37034

(931) 364-2289

(931) 364-7202 (Fax)