

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

Application of)	
)	
)	Docket No. <u>24-00042</u>
FIBER CONNECT LLC)	
DBA FIBER CONNECT TENNESSEE LLC)	
For a Certificate to Provide)	
Access Telecommunications)	
Services throughout the State of Tennessee)	
)	

**APPLICATION OF FIBER CONNECT LLC TO PROVIDE ACCESS
TELECOMMUNICATIONS SERVICES**

FIBER CONNECT LLC, (“FC” or "Applicant") respectfully requests that the Tennessee Public Utility Commission (the "Commission") grant to “Fiber Connect” a certificate of convenience and necessity to provide access telecommunications services within the State of Tennessee. Fiber Connect is willing and able to comply with all applicable Commission policies, rules and orders pertaining to the provision of competing local telecommunications services.

Applicant submits the following information in support of its application:

1. The full name and address of the Applicant is:

FIBER CONNECT LLC
d/b/a Fiber Connect Tennessee LLC
4445 Corporation Lane, Suite 264
Virginia Beach, Virginia 23462
703-517-5849
www.fiber-connect.com

Questions regarding this application should be directed to:

Joseph Isaacs, CEO
% ISG-Telecom Consultants
10020 Milano Drive
Trinity, Fl 34655
Telephone: (727) 738-5553
Email: isaacs@isg-telecom.com

Contact name and address at the Company is:

Brian James, President
FIBER CONNECT LLC
4445 Corporation Lane, Suite 264
Virginia Beach, Virginia 23462
703-517-5849
www.fiber-connect.com

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

Applicant is a privately held entity with corporate offices based in Virginia. Applicant does not have any affiliates, or subsidiaries, but does have a parent company. A copy of Applicant's Organizational Chart is attached hereto as **Exhibit A**.

3. Corporate Information

Applicant is a Virginia Limited liability company organized on July 15, 2015. See Certificate of Formation in **Exhibit B**. A copy of Applicant's authority to transact business in the State of Tennessee is provided in **Exhibit C**. The names and addresses of the principal corporate officers are in **Exhibit D**. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in **Exhibit E**.

4. Applicant possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below

A. Financial Qualifications

Applicant has the financial ability to render the access telecommunications services for which this Application is submitted. In support of its financial qualifications, Applicant submits its financial report of its corporate parent, provided in **Exhibit F**.

In accordance with T.C.A. § 65-4-1250), Applicant will submit a corporate surety bond or irrevocable letter of credit, if applicable, prior to providing service.

B. Managerial Ability:

As previously shown on **Exhibit E** of this Application, Applicant has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. Applicant's management team has

extensive management and business experience in telecommunications.

C. Technical Qualifications

Applicant will satisfy the standards established by the Commission, including quality of service and billing standards required of all LEC's regulated by the agency. As noted in the biographies in **Exhibit E**, the principal officers of the company include many individuals with several years of telecommunications expertise. Thus, Applicant is technically qualified to provide access services throughout Tennessee.

5. Proposed Service Areas

Applicant seeks authority to provide access telecommunications services on a statewide basis.

6. Types of Service to be Provided

Applicant seeks authority to enter the Tennessee market as a provider of limited facilities-based access services. Applicant intends to deliver an aggregation of technologies utilizing fiber optic cable depending on the customer's location and needs.

7. Repair and Maintenance

Applicant understands the importance of effective customer service for customers. Applicant will make arrangements for its customers to call the company at 703-517-5849, its customer service number. In addition, customers will be able to contact the company in writing at the headquarters address, as well as via email. The toll-free number will be provided on each customer's agreement for services. The customer service contact person knowledgeable about Applicant's operations is Rebecca Lough, Operations Director. Mrs. Lough's mailing address, telephone number, and emailaddress are in Section 1 of this Application.

8. Small and Minority-Owned Telecommunications Business Participation Plan (T.C.A. § 65-5-112):

See **Exhibit G**.

9. Toll Dialing Parity Plan:

Applicant has no intention of providing TDM telephone service but in the event it does in the future, the Applicant will provide toll dialing parity.

10. Notice of Filing:

Applicant has served notice of this Application on the seventeen (17) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See **Exhibit H** for the Notice of Filing and list of carriers served.

11. Numbering Issues:

Should the Applicant provide TDM telephone service in the future, at the request of a customer, the Applicant will comply with the Commission's rules on number assignment and conservation.

12. Tennessee Specific Operational Issues:

Questions 1-4 concerning Tennessee Specific Operational Issues are not applicable to the Access services Applicant intends to offer. Should the Applicant provide TDM telephone service at the request of a customer, the Applicant will comply with all Commission operational requirements, including those listed here. Adam Woodward will be responsible to work with the Commission on resolving customer complaints. His contact information is in Section **1** of this Application. Applicant does not intend to engage any telemarketing its services in Tennessee.

13. Miscellaneous:

- a. Sworn Pre-Filed Testimony: **Exhibit I.**
- b. Applicant will not require customer deposits.
- c. Applicant is not a recently formed entity, Applicant is authorized to operate in the States of Virginia and Michigan. Applicant has similar pending applications in Texas, Indiana, Georgia, Nevada. New York, Ohio and Pennsylvania. Applicant has not been denied requested certification in any jurisdiction. Applicant has not been subject to complaints, related to telecommunications services, in any of the states in which it is now seeking to do business.
- d. Subsequent to the approval of this Application, Applicant will file any necessary tariffs prior to providing the proposed services covered by this Application.

CONCLUSION

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive access telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Applicant to provide telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

FC respectfully requests that the Commission enter an order granting it a certificate of convenience and necessity to operate as an access telecommunications service provider and authority to provide a full range of access services on a facilities-based basis throughout the State of Tennessee. FC also respectfully requests expedited treatment for approval of its application. For the reasons stated above, FC's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

**VERIFICATION AND SWORN STATEMENT ON BEHALF OF FIBER CONNECT LLC FOR
THE TENNESSEE PUBLIC UTILITY COMMISSION**

My name is Brian James. I am President of FIBER CONNECT LLC ("FC" or "Applicant").
My personal knowledge of the facts stated herein has been derived from my employment with
Applicant.

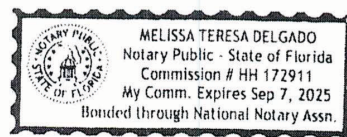
I affirm that FIBER CONNECT LLC:

- agrees to comply with all federal and state statutes, rules, and regulations for a Certificate
to Provide Access Telecommunications Services, if granted the request as stated in this
application.
- certifies that all answers to the attached Application are true and correct; and

I affirm and declare under penalty of perjury under the laws of the State of Florida, that, to
the best of my knowledge, all of the statements and representations made in this Application

STATE OF FLORIDA }
COUNTY OF St. Johns }

Brian James
Brian James, President
FIBER CONNECT LLC



Subscribed and sworn to me a Notary Public

Melissa Teresa Delgado, Notary
(Title of person authorized to administer oath)

In the State and County above named this 8th day of July, 2024.

(Signature of person authorized to administer oath)

[Signature]

EXHIBIT A
Organizational Chart of Business Structure

NOT APPLICABLE

NO PARENT OR SUBSIDIARIES

EXHIBIT B

Certificate of Formation

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JULY 15, 2015

The State Corporation Commission has found the accompanying articles submitted on behalf of


Fiber Connect LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the
Commission, effective July 15, 2015.

STATE CORPORATION COMMISSION

By 

Mark C. Christie
Commissioner

DLLCACPT
CIS0353
15-07-14-1238

15-07-14-1238



SCC21.2
(05/14)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
OFFICE OF THE CLERK
1300 E MAIN ST
RICHMOND, VA 23219
(804) 371-9733
1-866-722-2551 Toll-free in Virginia



This form **MUST** be completed and placed on top of **EACH** document submission
(so it can be readily identified as a request for expedited review and processing).

Name of Corporation or Company (etc.): Fiber Connect LLC		SCC ID No. (if known):
Customer Contact Information: Firm: LeClairRyan, A Professional Corporation Attn: Lynn Hayes, Paralegal Address: 951 East Byrd Street, 8th Floor Richmond VA 23219 (city or town) (state) (zip code) Telephone: (804) 783-7561 ext Email: LYNN.HAYES@LECLAIRRYAN.COM		Send Evidence of Expedited Filing By: (Choose one) <input checked="" type="checkbox"/> Email <div>Two duplicate copies of this typed form must be submitted for Email. See "Return of Evidence" in the Instructions.</div> (Email is only available for Categories A, C and D.) <input type="checkbox"/> Hold for Pickup (Available at 4:00 p.m.) <input type="checkbox"/> First-Class Mail <input type="checkbox"/> USPS Express Mail (Prepaid envelope required.) <input type="checkbox"/> Overnight via <input type="checkbox"/> UPS <input type="checkbox"/> Fed Ex (Completed waybill required. For Fed Ex, the waybill must be computer-generated with a barcode.)
~~ See Information & Instructions for description of Categories. ~~ Expedited Service Requested: (mark service requested) <input checked="" type="checkbox"/> Category A Expedite Business Entity Document listed in Schedule A <input type="checkbox"/> Same Day Service (Received by Noon) \$ 200 <input checked="" type="checkbox"/> Next Day Service (Received by 4:00 p.m.) \$ 100 <input type="checkbox"/> Category B Preliminary Review of Document listed in Schedule A (2 nd Business Day Service Only – Received by 4:00 p.m.) <input type="checkbox"/> Resubmission within 30 Days of initial Pre-Review (N/C) <input type="checkbox"/> Category C Expedite Business Entity Document listed in Schedule C (Next Day Service Only – Received by 4:00 p.m.) \$ 50 <input type="checkbox"/> Category D Expedite Application for Reinstatement (Next Day Service Only – Received by 4:00 p.m.) \$ 50		FOR OFFICE USE ONLY *** Expedite Fee: 150714.1238 I/O <input type="checkbox"/>

*** Submit one payment for all applicable fees (e.g., charter/entrance, reinstatement, filing and expedite fees)

REVIEW THE INSTRUCTIONS BEFORE SUBMITTING THIS FORM.



July 14, 2015

7/14 VS 15071421238 \$200
e/c-43

By Hand

State Corporation Commission
Attn: Clerk's Office
1300 East Main Street - 1st Floor
Richmond, VA 23219

Category A – Next-Day Expedited Service

**Re: Articles of Organization of
Fiber Connect LLC**

Dear Clerk of the Commission:

Enclosed you will find original executed Articles of Organization of **Fiber Connect LLC**, along with our firm's check in the amount of \$200.00 for the filing fees and expedited filing.

Please email the Certificate of Organization to me. An extra cop of the expedite sheet with my email address is enclosed.

If you have any questions, please call me at 783-7561.

Sincerely,

P. Lynn Hayes
Paralegal

Enclosures

cc: C.J. Berkeley Horne, Esquire

OK JB 7/15/15
100
100
200

E-mail: lynn.hayes@leclairryan.com
Direct Phone: 804.783.7561
Direct Fax: 804.783.2294

951 East Byrd Street, Eighth Floor
Richmond, Virginia 23219
Phone: 804.783.2003 \ Fax: 804.783.2294

CALIFORNIA \ CONNECTICUT \ MASSACHUSETTS \ MICHIGAN \ NEW JERSEY \ NEW YORK \ PENNSYLVANIA \ VIRGINIA \ WASHINGTON, D.C.

ATTORNEYS AT LAW \ WWW.LECLAIRRYAN.COM

F12

S 569454-4



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

July 15, 2015

LYNN HAYES
LECLAIRRYAN A PROFESSIONAL CORPORATION
951 EAST BYRD STREET 8TH FL
RICHMOND, VA 23219

RECEIPT

RE: Fiber Connect LLC

ID: S569454 - 4

DCN: 15-07-14-1238

Dear Customer:

This receipt acknowledges payment of \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

This receipt also acknowledges payment of \$100.00 to cover the fee for expedited service.

The effective date of the certificate of organization is July 15, 2015.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LLNCD
CIS0353

150715

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

**ARTICLES OF ORGANIZATION
OF
FIBER CONNECT LLC**

Pursuant to the Virginia Limited Liability Company Act (Chapter 12 of Title 13.1), as it exists on the date hereof or may hereafter be amended (the "Act"), the undersigned states as follows:

1. The name of the limited liability company (the "Company") is:

Fiber Connect LLC

2. The Company has been formed for the purpose of transacting any lawful business for which limited liability companies may be formed under the Act.

3. The address of the initial registered office which is located in the City of Richmond, is

LeClairRyan, A Professional Corporation
951 East Byrd Street, 8th Floor
Richmond, Virginia 23219

4. A. The registered agent's name is C.J. Berkeley Horne, whose business address is the same as the registered office.

B. The registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar.

5. The Post Office Address of the Principal Office of the Company where the records will be maintained pursuant to Section 13.1-1028 of the Act is:

11482 Robertson Drive
Manassas, Virginia 20109

6. No member of the Company or other person shall have authority to act for or bind the Company unless (a) the member or person is a manager of the Company, appointed by the members of the Company, or is an officer of the Company, appointed by a manager of the Company, in each case in the manner provided in the operating agreement of the Company, and (b) the member or person is authorized as a manager or officer to so act or bind the Company pursuant to the operating agreement of the Company. Any third party dealing with a member or other person may rely without liability on the authority of such member or person as a manager or officer to act for or bind the Company provided that such member or person presents the third party with a signed statement certifying that he

is either a manager or officer of the Company and has such authority, and the third party has no knowledge or notice that such member or person lacks such authority.

7. The liability of members, managers, officers and other persons for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such person in good faith on behalf of the Company may be limited or eliminated under the terms of, and subject to the conditions contained in, the operating agreement of the Company.
8. Signature:


C.J. Berkeley Horne, Organizer

July 14, 2015

EXHIBIT C

DBA in Tennessee



APPLICATION FOR CERTIFICATE OF AUTHORITY LIMITED LIABILITY COMPANY (ss-4233)

Page 1 of 2



Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$50.00 per member
(minimum fee = \$300, maximum fee = \$3,000)

For Office Use Only

To The Secretary of the State of Tennessee:

Pursuant to the provisions of T.C.A. § 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: Fiber Connect LLC

If different, the name under which the certificate of authority is to be obtained is: Fiber Connect Tennessee LLC

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 T.C.A. § 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 T.C.A. § 48-249-106(d).

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

and the date of its formation is: 07 / 15 / 2015 and the date it commenced doing business in Tennessee is: _____ / _____ / _____
Month Day Year Month Day Year

NOTE: Additional filing fees and proof of tax clearance confirming good standing may apply if the Limited Liability Company commenced doing business in Tennessee prior to the approval of this application. See T.C.A. § 48-249-913(d) and T.C.A. § 48-249-905(c)

3. This company has the additional designation of:

4. The name and complete address of its registered agent and office located in the state of Tennessee is:

Name: Northwest Registered Agent Inc #000593933

Address: 116 AGNES RD STE 200

City: KNOXVILLE State: TN Zip Code: 37919 County: KNOX

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)

Effective Date: _____ / _____ / _____ Time: _____
Month Day Year

7. The LLC will be: ☒ Member Managed ☐ Manager Managed ☐ Director Managed ☐ Board Managed ☐ Other

8. Number of Members at the date of filing: 1

9. Period of Duration: ☒ Perpetual ☐ Other _____ / _____ / _____
Month Day Year

10. The complete address of its principal executive office is:

Address: 4445 Corporation Ln. STE 264

City: Virginia Beach State: VA Zip Code: 23462

Business Email: central@northwestregisteredagent.com

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Fiber Connect LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on July 15, 2015; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

May 16, 2024

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2024051620264277

B1561-6267 05/22/2024 9:50 AM Received by Tennessee Secretary of State



**APPLICATION FOR CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY** (ss-4233)

Page 2 of 2



Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$50.00 per member
(minimum fee = \$300, maximum fee = \$3,000)

For Office Use Only

The name of the Limited Liability Company is: Fiber Connect LLC

11. The complete mailing address of the entity (if different from the principal office) is:

Address: PO Box 1512

City: Madison

State: VA

Zip Code: 22727

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. § 67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.
☐ I certify that this entity meets the requirement of T.C.A. § 48-249-1123(b)(3)

Licensed Profession: _____

14. Series LLC (required only if the Additional Designation of "Series LLC" is entered in section 3.)

☐ I certify that this entity meets the requirements of T.C.A. § 48-249-309(i)

If the provisions of T.C.A. § 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.

15. Obligated Member Entity (list of obligated members and signatures must be attached)

☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: _____
Month Day Year

☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES FOR THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT AN ATTORNEY.

16. Other Provisions: _____

05/17/2024

Signature Date

Nat Smith
Signature

Authorized Representative

Signer's Capacity (if other than individual capacity)

Nat Smith

Name (printed or typed)

EXHIBITD

Names and Addresses of Principle Officers

Applicant's officers are listed below. The business address of the following individuals is:

BRIAN JAMES – 100% owner
FIBER CONNECT LLC
d/b/a Fiber Connect Tennessee LLC
4445 Corporation Lane, Suite 264
Virginia Beach, Virginia 23462

EXHIBITE

Biographies of Principle Officers and Key Technical Staff

BRIAN J. JAMES

332 Clearwater Drive, Ponte Vedra Beach, Florida 32082

1-630-768-7093

bjames@fdctc.com • [LinkedIn Profile](#) • <https://www.linkedin.com/in/brian-james-rcdd-81271b20/>

WORK HISTORY/BIO

Entrepreneurial Business Leader known for delivering strategic objectives and creating exponential growth and profitability. Skilled at team building with the ability to attract, train and retain the best talent in the fiber and data center industry. Builds and maintains long term professional relationships with decision makers at the top technology companies in the world. Drives sales based on knowledge of the business and understanding the customers' needs, becoming an asset to business partners.

PROFESSIONAL EXPERIENCE

MARCH 2020 – PRESENT

PRESIDENT AND FOUNDER, FIBER DATA WAREHOUSE (FDW) DBA OPTIMAL FIBER

FDW is a fiber and data center material distribution business. Material procurement has always been a passion of mine. Our customers have always relied on me to find the impossible. I take a lot of pride finding, creating, and delivering solutions to my customers in need to meet the demands of our endusers. Being the go-to provider when everyone else says no or it cannot be done in a short timeline has been key to success in a fast-paced industry. I have worked in every aspect of this business taking it from a startup to a multi-million-dollar business in less than a year. We are just getting started but have a bright future ahead of us.

JULY 2015 – PRESENT

PRESIDENT AND CEO, FIBER CONNECT

Fiber Connect is a "CLEC" (Competitive Local Exchange Carrier) based out of Northern Virginia. It was created for the benefit of a large cloud storage company. Leadership in the organization asked that I create this business to own their fiber optic cables between data centers in Northern Virginia and Oregon. We are responsible for the engineering, easements, construction, installation, locating and maintenance for customer cables between the data centers.

OCTOBER 2009 – MARCH 2020

PRESIDENT AND CEO, NATIONAL TECHNOLOGIES NTI

National Technologies NTI was founded in 2009 with 3 key employees and an office in the Chicagoland 2

area. Today it has 8 offices and hundreds of employees and just opened our first International office in Dublin, Ireland in 2019. When starting this business, I supported many of the business roles from technician, project management, AR, AP, sales, hiring, training, material procurement, business development and marketing. We were able to instantly grow our business with the expert technicians we hired. Our customers appreciated our knowledge and expertise allowing us to secure contracts with companies like Google, Amazon (AWS), Microsoft, Facebook, Apple, Equinix, CoreSite, Digital Realty (DLR), Zayo, CenturyLink and many other dynamic companies. We were able to over double our revenue and EBITDA every year from 2009 to 2016.

JUNE 2007 – OCTOBER 2009

LOW VOLTAGE DIVISION MANAGER, TITAN ELECTRIC

Titan Electric is a leading electrical contractor based in the Chicagoland area. They entrusted me to launch a low voltage division for the company from the ground up. I was responsible for leading the low voltage services for the business that included fiber optics, data center, fire alarm, sound systems, AV, nurse call and voice and data cabling. I worked with the electrical project managers to provide a turnkey approach for our customers. I was responsible for all facets of the low voltage business including hiring, business development, project quoting and management. Within two years this was the most profitable portion on the Titan Electric business.

MAY 1999 – JANUARY 2019

INSTRUCTOR, IBEW LOCAL 701 JATC

IBEW Local 701 contacted me to help develop a curriculum for low voltage cabling and fiber optics.

During this time, they thought it would be beneficial to add me as an instructor for the JATC (Joint Apprentice and Training Committee) I went through an Instructor training program from 1999 to 2004 at the University of Tennessee. I really enjoyed the opportunity to be an instructor because it challenged me to learn every aspect of the business and enabled me to find highly qualified technicians for my business.

BOARD MEMBERSHIP & CONSULTANT POSITIONS

SEPTEMBER 2015 – NOVEMBER 2018

BOARD MEMBER, NTI CONNECT - O2 INVESTMENT COMPANY

Provided support and review for two add-on acquisitions. Provided the strategic plan that propelled the business into a nationwide leader. Recruited and hired an additional board member that added significant value to the business. Recommended the new CEO for the holding company. Part of the team that provided 10x return for the shareholders in three years.

NOVEMBER 2018 – PRESENT

BOARD MEMBER, NETWORK CONNEX – ORIX CAPITAL PARTNERS

Key member in three add-on acquisitions expanding our service offerings and turning the business into a nationwide provider of wireless infrastructure, 5G deployment and engineering. Provide the industry knowledge and expertise to continue the growth of the business. Provided contacts to expand the customer base.

3

JUNE 2021 – PRESENT

OWNER-ADVISOR, EDGEPRESENCE

Shareholder and advisor for EdgePresence data centers. We design, deploy, operate and manage edge data centers located at the base of cellular towers and other key locations for collocation and edge computing.

NOVEMBER 2021 – PRESENT

CONSULTANT, ONLIGHT AURORA

Advisor for the FTTH deployment for the City of Aurora Illinois. Our goal is to bring fiber to every home in the city.

SEPTEMBER 2022 – PRESENT

BOARD MEMBER, HYLAN ELECTRIC

Turnkey Electrical and Data Com Construction Services Company. With offices in New York, Illinois, Virginia, Texas, Arizona, Iowa and California. Provide strategic guidance for the business. Help with add-on acquisitions. Find key employees to drive business growth.

NOVEMBER 2022 – PRESENT

OWNER, CONSULTANT, BOARD MEMBER, UNWIRED BROADBAND LLC

Shareholder and advisor for the FTTH deployment. Fixed wireless business that provides internet service to rural areas.

CERTIFICATIONS

COMPLETION AUGUST 2004

THE UNIVERSITY OF TENNESSEE, UT INSTRUCTOR TRAINING

Completed a 4-year instructor program covering various topics including principals of learning, elements of trade teaching, creating an active training environment, discussion methods, Microsoft office professional.

MAY 2008- DECEMBER 2023

BICSI, RCDD (REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER)

The highest design credential in the information and communications technology (ICT) industry. It demonstrates knowledge in the creation, planning, integration, execution and project management skills of telecommunications and data communication systems.

JUNE 2014

DPOR, VIRGINIA CONTRACTORS CLASS A CONTRACTOR'S LICENSE

Received a Class A Contractors License for the State of Virginia allowing unlimited project size. Have CLEC Licenses in Chicago, Virginia, Oregon, Washington and Texas

William J Lough

2763 Graves Mill Rd, Madison, VA 22727

wrlough@obeconsulting.com

703-217-2308

WORK SUMMARY

Over 25 years of proven Outside Plant Engineering, Construction, Splicing, and Project Management experience, ranging from design, field engineering, and construction management of aerial, buried, and underground coaxial cable and fiber optic networks. Most of my experience has been in or around the DMV metro area.

PROFESSIONAL EXPERIENCE

October 2016-PRESENT

CO-FOUNDER AND VICE-PRESIDENT, OBEC CONSULTING

- Consulting and project management for private companies on VDOT projects and LAPs (locally administered projects)
- Subsurface utility engineering
- Receive and manage redlines and as-builts
- Obtain and close local and state permits

SEPTEMBER 2021-OCTOBER 2023, JULY 2012- DECEMBER 2018

PROJECT MANAGER AND DC/METRO AREA MANAGER, NTI NATIONAL TECHNOLOGIES

- Manage project execution to ensure adherence to budget, schedule, and scope according to customer needs, including relocations and hot-cuts
- Fiber optic engineering
- Proposals and budgetary analysis
- Vendor R&D analysis
- Deliver customer turn-over packages to include redlines, engineering, and optical test results
- Identify, review, and select vendors to meet project needs
- Monitor project milestones and deliverables
- Manage inventory through detailed monitoring of daily operations and stock
- Dedicated to expanding client bases by building lasting relationships
- Obtained documents, clearances, certificates, and approvals from local, state, and federal agencies
- Oversaw 23 subordinates to ensure efficiency

JANUARY 2021 – SEPTEMBER 2021

PROJECT MANAGER, DOWN UNDER CONSTRUCTION COMPANY

- Manage project execution to ensure adherence to budget, schedule, and scope
- Engineering and budgetary analysis
- Receive and manage redlines, engineering, and payables from contractors and customers
- Deliver customer turn-over packages to include redlines
- Call in and manage all Miss Utility tickets per assigned jobs
- Monitor project milestones
- Oversee contractors to ensure efficiency

FEBRUARY 2019 – JANUARY 2021

UTILITY COORDINATOR II, VIRGINIA DEPARTMENT OF TRANSPORTATION

- Manage utility relocations for the Culpeper district
- Manage project execution to ensure adherence to budget, schedule, and scope according to VDOT standards
- Engineering and budgetary analysis
- Receive and manage redlines, engineering, and payables from utility companies and consultants
- Monitor project milestones
- Oversee consultants to ensure efficiency

AUGUST 2006 – JULY 2012

FIELD ENGINEER, ABOVE NET

- Manage project execution to ensure adherence to budget, schedule, and scope according to customer needs, including relocations and hot-cuts
- Communication directly with customers to ensure current and future customer needs
- Install, turn-up, and test optical (WDM and IP) equipment to ensure it functions properly and conforms to specifications
- Inspect equipment at POPs, HUTs and Colocation sites
 - Initiate, review, or approve modifications to project plans
- Identify, review, and select vendors to meet project needs
- Manage 3rd party Joint builds

JULY 2003 – JULY 2006

FIELD SUPERVISOR, MID-ATLANTIC LOCATING

- Supervised 4 field personal
- Assisted supervisor in writing proposals
- Maintained compliance with company standards to perform all maintenance activities
- Provided outstanding customer service

CERTIFICATIONS

- Confined Space
- CSX Railroad
- Norfolk Southern Railroad
- WMATA Followed standards and procedures to maintain safe work environments

Skills

- 25+ years' experience working in the telecommunication industry
- Proficient in utility locating using Metro Tech, Radio Detection, Pipe Horn, GPR, and 3M Locator
- Skilled in fiber optic test equipment such as T-BERD 8000, 2802
- Experienced in fiber splicing
- Advanced problem solving
- Blueprints and schematics

PUBLIC EXHIBIT F

Applicant submits its financial information to the Tennessee Public Utility Commission

(see attachments at end of this document)

2024 P&L and Balance Sheet

Fiber Connect

Profit and Loss

January 1 - July 9, 2024

	TOTAL
Income	
Sales	120,743.28
Total Income	\$120,743.28
GROSS PROFIT	\$120,743.28
Expenses	
Advertising	4,474.47
Business License	1,165.00
Commissions & fees	50.00
Computer and Internet Fees	747.57
Dues & Subscriptions	95.00
Insurance	
Insurance - Liability	9,770.88
Insurance - License and Permitting	25,000.00
Insurance - Worker's Comp	1,670.00
Total Insurance	36,440.88
Legal & Professional Fees	81,725.50
Other General and Admin Expenses	30,150.00
Payroll Expenses	135.00
Postage	454.10
Stationery & Printing	808.00
Subcontractors	13,768.28
Supplies	31.79
Taxes & Licenses	37,602.42
Total Expenses	\$207,648.01
NET OPERATING INCOME	\$ -86,904.73
NET INCOME	\$ -86,904.73

Fiber Connect

Balance Sheet

As of July 9, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Chase Checking (9972)	164,688.99
PERFBUS CHK (9972)	0.00
Total Bank Accounts	\$164,688.99
Accounts Receivable	
Accounts Receivable	17,249.03
Total Accounts Receivable	\$17,249.03
Other Current Assets	
Uncategorized Asset	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$181,938.02
Fixed Assets	
Accumulated Amortization	-5,698.00
Accumulated Depreciation	-139,921.00
Equipment	42,910.36
Furniture	18,205.80
Office Equipment	0.00
Organizational Costs	6,065.75
Software	2,511.00
Startup Costs	4,623.00
Vehicles	88,378.53
Total Fixed Assets	\$17,075.44
TOTAL ASSETS	\$199,013.46
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	29,113.90
Total Accounts Payable	\$29,113.90
Credit Cards	
Chase Credit Card	-6,530.94

Fiber Connect

Balance Sheet

As of July 9, 2024

	TOTAL
Total Credit Cards	\$ -6,530.94
Other Current Liabilities	
Direct Deposit Payable	0.00
Payroll Liabilities	
Federal Taxes (941/944)	1,050.10
Federal Unemployment (940)	0.00
VA Income Tax	1,559.58
VA SUI Employer	16.00
Total Payroll Liabilities	2,625.68
Total Other Current Liabilities	\$2,625.68
Total Current Liabilities	\$25,208.64
Long-Term Liabilities	
Due to BAT Holdings	0.00
Ford Credit - MKZ	0.00
Loan from Shareholder	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$25,208.64
Equity	
Capital	0.00
Contributions	342,000.00
Distributions	0.00
Opening Balance Equity	0.00
Retained Earnings	-81,290.45
Net Income	-86,904.73
Total Equity	\$173,804.82
TOTAL LIABILITIES AND EQUITY	\$199,013.46

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN
FIBER CONNECT LLC**

Pursuant to T.C.A. § 65-5-112, as amended, FIBER CONNECT LLC ("FC") submits this small and minority-owned telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of § 65-5-112, T.C.A. is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. FC is committed to the goals of § 65-5-112, T.C.A. and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. FC will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, FC will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to FC of such opportunities. Once it begins operations, FC will contact the Department of Economic and Community Development, the administrator of the small and minority owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, FC will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in § 65-5-112, T.C.A.:

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

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

III. ADMINISTRATION

FC's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting FC's full effort is to provide equal opportunities for small and minority owned businesses. The Administrator of the Plan will be:

Brian James
FIBER CONNECT LLC
d/b/a Fiber Connect Tennessee LLC
4445 Corporation Lane, Suite 264
Virginia Beach, Virginia 23462
www.fiber-connect.com

The Administrator's responsibilities will include:

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

Chambers of Commerce
The Tennessee Department of Economic and Community Development
The United States Department of Commerce
Small Business Administration
Office of Minority Business
The National Minority Supplier Development Counsel
The National Association of Women Business Owners
The National Association of Minority Contractors
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

FC will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, FC will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

FC will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, FC will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

By: Brian James
Administrator

Dated July 8, 2024

Brian James, President

Incumbent Local Exchange Carriers (ILEC s)

ID	Company Name					
21	Ardmore Telephone Company	237 N. 8th Street		Mayfield	KY	42066-0000
1	BellSouth Telecommunications, LLC	333 Commerce Street	Suite 2106	Nashville	TN	37201-3300
14	CenturyTel of Adamsville	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
15	CenturyTel of Claiborne	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
17	CenturyTel of Ooltewah-Collegedale	1100 3rd Avenue N.	Apt. 532	Nashville	TN	37208-0000
13	Concord Telephone Exchange, Inc.	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
16	Crockett Telephone Company	PO Box 24207	Attention Lisa	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	300 Bland Street		Bluefield	WV	24701-0000
22	Humphreys County Telephone Company	10025 Investment Drive	Suite 200	Knoxville	TN	37932-0000
23	Loretto Telephone Company	P. O. Box 130		Loretto	TN	38469-0000
24	Millington Telephone Company, Inc.	PO Box 17040		Jonesboro	AR	72403-0000
18	Peoples Telephone Company	PO Box 24207	Attention Lisa Wi in on	Jackson	MS	39225-0000
12	Tellico Telephone Company	10025 Investment	Suite 200	Knoxville	TN	37932-0000

Drive						
11	Tennessee Telephone Company	10025 Investment	Suite 200	Knoxville	TN	37932-0000
Drive						
25	United Telephone Company, Inc.	P. O. Box 38		Chapel Hill	TN	37034-0000
3	United Telephone Southeast, LLC	1101 3rd Avenue North	Apt. 532	Nashville	TN	37208-0000
19	West Tennessee Telephone Co.	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000

BEFORE THE TENNESSEE REGULATORY AUTHORITY

Application of)	
)	
)	
FIBER CONNECT LLC)	Application No. _____
d/b/a Fiber Connect Tennessee LLC)	
)	
For a Certificate to Provide Access)	
Telecommunication Services)	

DIRECT TESTIMONY OF BRIAN JAMES ON

**BEHALF OF FIBER CONNECT LLC
DBA FIBER CONNECT TENNESSEE LLC**

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

A. My name is Brian James. 4445 Corporation Lane, Suite 264, Virginia Beach, Virginia 23462. Telephone: (703) 517-5849.

Q. WHAT IS YOUR POSITION WITH FIBER CONNECT LLC?

A. I am the President of FIBER CONNECT LLC ("FC").

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

Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to describe the services that FC proposes to offer in Tennessee, and to review issues related to FC's request for a license to provide such services. My testimony specifically addresses FC's managerial, technical, and financial competence to provide telecommunications services for which authority is requested, and its compliance with the rules and policies of the Tennessee Regulatory Authority ("TRA").

Q. WHAT AUTHORITY IS FC SEEKING FROM THE TRA?

A. FC seeks authority to offer access service throughout the State of Tennessee.

Q. IS FC LEGALLY AUTHORIZED TO DO BUSINESS IN TENNESSEE?

A. Yes. FC is a Virginia Limited Liability Company and has been authorized to do business in Tennessee. FC's Florida Certificate of Formation is attached to its Application as Exhibit B and its authority to transact business in the State of Tennessee is attached to its Application as Exhibit C.

Q. PLEASE DESCRIBE YOUR BACKGROUND IN THE TELECOMMUNICATIONS INDUSTRY.

A. I have 20 years' experience in the telecommunications industry including finance, product management, acquisitions, deployments and telecommunications management. Further, the management team at FC has nearly 50 years of collective experience in the telecommunications industry as demonstrated in **Exhibit E** to FC's Application.

Q. PLEASE DESCRIBE FC AND THE TYPES OF SERVICES THAT IT WILL PROVIDE IN TENNESSEE.

A. Fiber Connect is a is a Virginia limited liability company organized on July 15, 2024, with its headquarters in Virginia Beach, Virginia. Fiber Connect seeks authority to enter the Tennessee market as a provider of limited facilities-based access service. FC intends to deliver an aggregation of technologies utilizing fiber optic cable depending on the customer's location and needs. FC will offer leasing of dedicated fiber optic strands to allow schools and libraries to create their own privately-operated fiber optic network. This type of dedicated, purpose-built dark fiber networks are physically separate from other customers and controlled by the end-user. FC will also provide private lit fiber network other carriers wanting assistance with running their networks and associated equipment.

FC desires to provide access service using fiber optic cabling that is either leased from other providers, placed within existing rights-of-way and/or conduits that are leased from other providers, or constructed within existing rights-of-way or via pole attachment arrangements. FC may seek to deploy its own facilities in or on existing structures. It is FC's understanding that without a license, incumbent local exchange carriers have refused to allow entities to use their conduit or poles. It is therefore necessary for FC to have a license so that it may obtain interconnection agreements with the incumbent local exchange carriers, pole attachment agreements with local utility companies, and franchise agreements and permitting arrangements with local municipalities in Tennessee.

Q. DOES FC HAVE ADEQUATE ACCESS TO THE CAPITAL NECESSARY TO PROVIDE SERVICE IN TENNESSEE?

- A. Yes, Fiber Connect possesses the financial qualifications required of applicants for licenses, and has access to the financing necessary to fulfill any obligations it may undertake with respect to the operation and maintenance of the services specified in the Application. **Exhibit F** contains Fiber Connect's Balance Sheets and Profit & Loss Statements, which demonstrates that it has adequate capital available to provide the proposed service in Tennessee.

Q. IF AUTHORIZED TO PROVIDE ACCESS TELECOMMUNICATIONS SERVICES, WILL FC ABIDE BY THE RULES, STATUTES, REGULATIONS, POLICIES, AND ORDERS OF THE COMMISSION, AND THE LAWS OF TENNESSEE, IN ITS PROVISION OF SERVICES, INCLUDING

THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?

A. Yes.

Q. DOES FC PLAN TO OFFER LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES IN AREAS SERVED BY AN INCUMBENT LOCAL EXCHANGE CARRIER WITH FEWER THAN 100,000 TOTAL ACCESS LINES?

A. No.

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

A. Granting this Application will promote the public interest by increasing competition in the provision of telecommunications access services in Tennessee. By enhancing competition, FC will bring significant benefits to telecommunications users within Tennessee by providing: (a) lower-priced and better-quality service; (b) innovative telecommunications services; (c) efficient use of existing communications resources; and (d) increased diversification and reliability in the supply of communications services. FC's proposed intrastate services are designed to meet the telecommunications needs of subscribers and permit customers to realize cost savings in communications services. Accordingly, FC anticipates that its proposed service will provide its customers with better quality services and will increase consumer choice through innovative, diversified, and reliable service and equipment offerings. FC will comply with all rules and orders of the Commission. Applicant will promptly provide any other information requested by the Commission.

Q. WILL FC'S PRICING METHODS BENEFIT THE PUBLIC INTEREST?

A. Yes. FC will implement competitive pricing plans for its access services.

**Q. HAS ANY STATE EVER DENIED OR REVOKED THE CERTIFICATION OF FC
OR ONE OF ITS AFFILIATES?**

A. No.

**Q. HAS FC OR ONE OF ITS AFFILIATES EVER BEEN INVESTIGATED OR
SANCTIONED BY ANY TELLECOMMUNICATIONS REGULATORY
AUTHORITY FOR SERVICE OR BILLING IRREGULARITIES?**

A. No.

**Q. WHO IS KNOWLEDGEABLE ABOUT FC'S OPERATIONS AND WILL SERVE
AS FC'S REGULATORY AND CUSTOMER SERVICE CONTACT?**

A. I am knowledgeable about its operations and will serve as FC's regulatory and customer
service contact post certification.

**Q. PLEASE EXPLAIN IN DETAIL FC'S PROPOSED PROCEDURES FOR RESPONDING
TO INFORMATION REQUESTS FROM THE TRA AND ITS STAFF.**

A. All requests should be routed to Joseph Isaacs, our Regulatory Director who will then forward
to me if necessary, via email or telephone.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

(signature and notary on following page)

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



Brian James

President


FIBER CONNECT LLC

Respectfully submitted this 8 day of July, 2024.

State of Florida

County of St. Johns

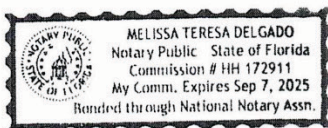
Subscribed and sworn to me, a Notary Public

Melissa Delgado, Notary 
(Title of person authorized to administer oath)

In the State and County above named this 8th day of July, 2024.

(Signature of person authorized to administer oath)





TITLE SHEET

OF

FIBER CONNECT LLC

**4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462**

INTRASTATE ACCESS SERVICES TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for intrastate access telecommunications services provided by Fiber Connect LLC within the State of Tennessee.

Issue Date: July 10, 2024

Effective Date: _____

**Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462**

CHECK SHEET

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective pages(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
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12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
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29	Original		
30	Original		
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Issue Date: July 10, 2024

Effective Date: _____

**Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462**

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Issue Date: July 10, 2024

Effective Date: _____

Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462

Fiber Connect Tennessee LLC
Intrastate Access Services Tariff

TRA Tariff No. 1
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Issue Date: July 10, 2024

Effective Date: _____

Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462

1. Application of Tariff

This Tariff sets forth the service offerings, rates, Terms and Conditions applicable to the provision of Intrastate Access Services ("services") by MasTec Network Solutions, LLC ("Telephone Company") to Customers that furnish intrastate Telecommunications services to the Telephone Company's end users within the state of Tennessee.

The rates and regulations contained in this Tariff apply only to the Services furnished by the Telephone Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by any other local Exchange Carrier or other Carrier for use in accessing the Services of the Telephone Company.

The Telephone Company shall not be deemed to have waived or impaired any right, power, requirements 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 the Telephone Company at variance with the terms hereof, or any failure, refusal or neglect of Telephone Company to exercise any right under this Tariff, or any waiver, forbearance, delay, failure or omission by the Telephone Company to exercise any right, power or option hereunder.

The provision of Services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.

The Telephone Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Telephone Company.

Issue Date: July 10, 2024

Effective Date: _____

**Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462**

2. Explanation of Symbols

The following symbols are used herein to identify schedule and text changes

- (R) To signify a reduction
- (I) To signify an increase
- (C) To signify a changed regulation
- (T) To signify a change in text, but no change in rate or regulation
- (S) To signify a reissued matter
- (M) To signify relocation of text without change
- (N) To signify a new rate or regulation
- (D) To signify a discontinued rate or regulation
- (Z) To signify a correction of Text

Issue Date: July 10, 2024

Effective Date: _____

Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462

3. Definitions and Terms

Glossary of Definitions and Terms

Access Code: Denotes uniform code assigned by the Telephone Company to an individual Customer.

Access Line: The termination of a central office line on a customer's premises, usually at a protector.

Access Service: Switched Access to the network of an intrastate Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: A Local Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between Local Switching Centers and the Customers' Premises.

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

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Application: A request made orally or in writing for switched access service.

Authorized User: Any entity or individual authorized by the Customer to use the Service.

Carrier: Denotes any individual, partnership, association, joint stock-company, trust, governmental entity or corporation engaged for hire in intrastate communication by wire or radio, between two or more exchanges. Also, see 'Customer' and "Intrastate Carrier (IC)".

Central Office: A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Central Office Line: A circuit directly connecting an individual with a central office.

Channel or Circuit: A path for transmission between two or more points having a bandwidth and termination of the Customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Wire Centers between the Telephone Company's and the Customer's Premises.

Commission: Tennessee Regulatory Authority

Issue Date: July 10, 2024

Effective Date: _____

**Issued By: Brian James, President
Fiber Connect LLC
4445 Corporation Lane, Suite 264
Virginia Beach, VA 23462**

Connecting Company: A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

Connector: See "Switch"

Connection Charge: See "Service Charge"

Conventional Signaling: The inter-machine signaling system that has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected, and the sequence of supervisory signals and out pulsed digits is initiated. No overlap out pulsing 10-digit ANI, ANI information digits, or acknowledgment wink are included in this signaling sequence.

Customer: A person, firm, corporation or other entity which subscribes to services offered under this Tariff and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company. See "Carrier" and "intrastate Carrier (IC)"

Customer Premises Equipment (CPE): Equipment located at the Customer's Premises for use with the Telephone Company's Services.

Digital Transmission: information transmitted in the form of digitally encoded signals.

End User: Any individual, association, corporation, governmental agency or any other entity other than an IXC which uses intrastate service, and specifically includes Telephone Company's and IXC's customers.

FCC: Federal Communications Commission

Force Majeure: Causes beyond the Telephone Company's control, including but not limited to:

1. Acts of God, fire, flood, explosion or other catastrophes.
2. Any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Telephone Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments or of any civil or military authority;
3. National emergencies; insurrection; riots; wars;
4. Unavailability of rights-of-way or materials;
5. Strikes, lock-outs, work stoppages or other labor difficulties.

Harm: Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday.

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Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

Installation Charge: A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically excepted.

Interconnecting Carrier: Any Carrier that connects to the Telephone Company's Network for exchange of telecommunications traffic.

Interconnection: The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

Interexchange Carrier (IXC): A long distance telecommunications services provider.

InterLATA Service: Service that originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service that originates and terminates within the same LATA.

Intrastate Service: Service that originates and terminates within the state on an interLATA or intraLATA basis.

Intrastate Carrier (IC): A long distance telecommunications services provider providing long distance services within the State of Tennessee

Interexchange Carrier. A long distance telecommunications services provider. See "Carrier" and "Customer".

InterLATA Service: Service that originates within one LATA and terminates in a different LATA.

IntraLATA Service: Service that originates and terminates within the same LATA.

Interconnecting Carrier: Any Carrier that connects to the Company's Network for exchange of telecommunications traffic.

LATA: Local Access and Transport Area

Local Exchange Carrier (LEC): A provider of local telephone service.

Local Switching Center: The switching center where telephone exchange Service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point Billing: The arrangement through which multiple companies involved in providing Access Service divide the ordering, rating, and billing of such Services on a proportional basis, so that each company involved in providing a portion of the Access Service agrees to bill under its respective Tariff.

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National Security Emergency Preparedness (NSEP) Services: A system utilizing communications services developed to alert residents in an area of pending emergencies, i.e., weather warnings, etc.

Network: The Telephone Company's network located in the state of Tennessee.

Network Services: The Telephone Company's telecommunications Access Service offered on the Telephone Company's Network.

Non-Recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish Service or to change Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Point of Presence (POP): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Presubscription: An arrangement whereby an End User may select and designate to the Telephone Company an IC it wishes to access, without an Access Code, for completing intrastate toll calls. The End User may select an IC for completing intraLATA toll calls and another for completing interLATA toll calls, or may select the same IC to complete both. The selected IC(s) are referred to as the End User's Primary Interexchange Carrier (PIC) for interLATA toll, and as the End User's intraLATA Primary Interexchange Carrier (LPIC) for IntraLATA toll.

Service: The telecommunications services offered by the Telephone Company provided under this Tariff.

Service Commencement Date: The first day following the date on which the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of Service. The parties may mutually agree on a substitute Service Commencement Date. If the Telephone Company does not have an executed Service Order from a Customer, the Service Commencement Date will be first date on which the Customer used the Service.

Service Order: The request for facilities or Service by an Applicant or Customer. See also ASR

Switched Access: Access to or from the switched network of a Local Exchange Company for the purpose of originating or terminating communications.

Station: Telephone equipment from or to which calls are placed

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Tariff: Telephone Company's TRA Tariff No. 1 Intrastate Access Services Tariff, unless otherwise specified.

Termination of Service: Discontinuance of both incoming and outgoing Service.

Telephone Company: Fiber Connect LLC, the issuer of this Tariff

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

Wire Center: Denotes a geographic area throughout which the Telephone Company's switch is used for the provision of Telephone Exchange Services.

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4. Provisioning of Service

4.1. Description of Switched Intrastate Access

4.1.1. General

Intrastate Switched Access Service provides an IXC access to the Telephone Company's Network for purposes of origination or termination of intrastate calls carried by the IXC. Intrastate Access provides for the ability to originate calls from an End User's premises to the Customer's Point of Presence and to terminate calls from the Customer's Point of Presence to an End User's Premises. Currently, the Telephone Company will only provide Switched Access Service via trunking arrangements between the Telephone Company's switch and the Access Tandem of the Incumbent Local Exchange Carrier (ILEC).

4.1.2. Types of Switched Access Offered

The Telephone Company's Switched Access is provided via Feature Group D (FGD). FGD is defined as a trunk-side connection to the Telephone Company's network. The use of a line side connection is not offered through this Tariff.

Feature Groups are arranged for originating, terminating, or two-way calling, based on the end office switching capacity ordered. Originating calling permits the delivery of calls from the Telephone Company's exchange service locations to the Customer's premises.

Terminating calling permits the delivery of calls from the Customer's Point of Presence (POP) to Telephone Company's exchange service locations. Two-Way calling permits the delivery of calls in both directions, but not simultaneously.

Switched Access will be provided as Feature Group D Service to Company end offices routed via the ILEC's access tandem to Company's switch.

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4.1.3. Jurisdictional Determination

Where necessary to do so, for purposes of determining the jurisdiction of Switched Access traffic, once the Switched Access service is activated, the following criteria will apply:

- (A) For originating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For originating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of originating FGD minutes, as outlined below in (F).
- (B) For terminating FGD Switched Access services, where jurisdiction can be determined from the call detail, the Telephone Company will bill according to such jurisdiction. For terminating FGD usage where the jurisdiction cannot be determined from the call detail, the Customer will provide an interstate percentage (PIU Factor) of terminating FGD minutes, as outlined below in (F).
- (C) For FGB Terminating Switched Access Service, the Customer will provide an interstate percentage (PIU Factor) of FGB terminating minutes. Pursuant to Federal Communications Commission Order FCC 85-115 (adopted April 16, 1985), when the Customer does not have sufficient data to determine jurisdiction, the percent interstate usage is to be developed as though every call that enters the Customer's network at a point within the same state as that in which the called station is situated (as designated by the called station number) is an intrastate communications. Every call for which the point of entry is in a state other than that where the called station is situated (as designated by the called station number) is an interstate communication.
- (D) For originating 800 Number Portability Access Service, the Customer will provide an interstate percentage (PIU Factor) of originating 800 minutes, as outlined below in (F).
- (E) For IntraLATA/InterLATA intra-county calls, no usage data is necessary. The Telephone Company will not bill for the origination or termination of intra-county calling.
- (F) For Customer provision of jurisdictional information, the following requirements apply:
 - 1. The Customer will provide quarterly reports indicating the percent of total Telephone Company provided Switched Access usage that is interstate and intrastate. The reports may aggregate usage at a statewide, LATA, BAN or end office level.
 - 2. The reports will be based on the calendar year and will be due within fifteen days after the end of the quarter beginning with the completion of the first full quarter of service.

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4.1.3 Jurisdictional Determination (Cont'd)

3. The Customer will maintain records of call detail from which the jurisdictional determination is made. For verification purposes the Telephone Company may request that these records be made available for inspection and audit on not more than an annual basis. Such audit may be conducted by independent auditors if the Telephone Company and the Customer, or the Customer alone, is willing to pay the expense. The quarterly reports will be used as the basis for prorating charges to the interstate and intrastate jurisdictions for the next three month's billing and will be effective on the first day of the next monthly billing period which begins at least 15 business days after the day on which the Customer reports the revised jurisdictional information to the Telephone Company
4. In the event the Customer fails to provide a report for one or more quarters, the Telephone Company will use the most recently provided quarterly report for subsequent bills until the Customer provides an updated report.
5. In those situations where a PIU has not been provided with a quarterly update and is therefore not available, a PIU of 50% (fifty percent) will be applied.
6. No revisions to bills preceding the effective date of the revised jurisdictional information will be made based on this report.

4.2. Regulations

4.2.1. Changes and Substitutions

Except as required otherwise under state or federal rule, the Telephone Company may, where such action is reasonably required in the operations of its business, substitute, change, or rearrange any equipment, facilities or systems used in providing Service under this Tariff, change minimum network protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the facility parameters will be within generally accepted standards. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change, or rearrangement materially affects the operating characteristics or technical parameters of the Service or originally ordered by the Customer, the Telephone Company will notify the Customer in writing prior to making such substitution, change or rearrangement. Notification will be given as follows:

- (A) Should a major change occur, the Telephone Company shall notify the Customer at least one year in advance. A major change is described as any change in telephone equipment that will affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

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4.2 Regulations

4.2.1 Changes and Substitutions (Cont'd)

- (B) Should a minor change occur, the Telephone Company shall notify the Customer at least thirty days in advance. A minor change is described as any change in telephony-related equipment that will not affect the technical parameters of the interface (e.g., level, impedance, signaling, interface, bandwidth, coaxial cable, etc.).

The Telephone Company will work cooperatively with the Customer relative to the redesign and implementation required by the change in operating characteristics.

4.2.2. Discontinuance and Refusal of Service

Telephone Company may discontinue the provision of the Service to any Customer not complying with the provisions of this Tariff. In case of such discontinuance, all applicable charges shall become due.

If the Customer repeatedly fails to comply with the provision of this Tariff in connection with the provision of Service, and fails to correct such course of action after notification is provided to him as stated above, the Telephone Company may on thirty days written notice to Customer Certified Mail, take any of the following actions:

1. Refuse additional applications for service,
2. Refuse to complete any pending orders for service,
3. Discontinue the provision of service to the Customer.

In the case of discontinuance, all applicable charges including termination charges shall become due.

4.2.3. Preemption of Service

In certain instances, i.e., when spare facilities and/or equipment are not available, it may be necessary to preempt existing services to provision or restore National Security Emergency Preparedness (NSEP) Services. If, in its best judgment, the Telephone Company deems it necessary to preempt, then, the Telephone Company will ensure that:

- (A) A sufficient number of public switched services are available for public use if preemption of such services is necessary to provision or restore NSEP Service.
- (B) The service(s) preempted have a lower or do not contain NSEP assigned priority levels.
- (C) A reasonable effort is made to notify the preempted service customer of the action to be taken.
- (D) A credit allowance for any preempted service shall be made in accordance with the provisions in this Tariff.

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4.2.4. Interference or Impairment

The characteristics and methods of operations of any circuits, facilities or equipment provided by other than the Telephone Company shall not interfere with or impair service over any facilities of the Telephone Company, its connecting and concurring carriers, or other telephone companies involved in its services, cause damage to their equipment, impair the privacy of any communications carried over their facilities or create hazards to their employees or to the public.

Except as specifically required in the FCC Rules and Regulations in regarding provision of equipment, if such characteristics or methods of operation are not in accordance with the above, the Telephone Company will, where practicable, notify the Customer, as appropriate, that temporary discontinuance of Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the Service if such action is reasonable in 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 the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of Service as in this Tariff is not applicable.

4.2.5. Unlawful Use of Service

The Service is furnished subject to the condition that they will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent Jurisdiction, advises in writing that such Service is being used in violation of law. The Telephone Company may refuse to furnish Service when it has reasonable grounds to believe that such access will be used in violation of law.

4.2.6. Ownership of Equipment, Facilities and Systems

Title to all equipment, facilities and systems provided in accordance with this Tariff for provision of Service to the Customer remains with the Telephone Company or third party vendor providing facilities, if any, on behalf of the Telephone Company.

4.3. Obligations of the Telephone Company

4.3.1. Scope

The Telephone Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Customer shall be fully responsible for the payment of any bills for such Services and the resolution of any disputes or discrepancies with the Telephone Company. The Telephone Company is not responsible to any entity or its respective Customers for any service provided by that entity or to any entity that purchases access to the Telephone Company Network or uses any of the Telephone Company's facilities or Services in order to originate or terminate its own services or to communicate with its own Customers. The Telephone Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications between patrons. If because of transmission difficulties the operator, in order to accommodate an End User, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between End Users because of such errors.

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4.3.2. Installation/Termination of Equipment, Facilities and Systems

Services provided under this Tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer designated location, and will be installed by the Telephone Company to such point of termination.

The Telephone Company, to the extent that such facilities are or can be made available with reasonable effort, and after provisions have been made for the Telephone Company's local service, will provide to the Customer, upon reasonable notice, facilities offered in other applicable sections of this Tariff at rates and charges specified therein.

Service provided to a Customer under this Tariff must be connected to tandem access facilities of another telephone company in the joint provision of interstate access.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Telephone Company and the channels, facilities or equipment of others may be provided at the Customer's expense.

Access Services may be connected to the Services of other Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other Carriers that are applicable to such conditions.

4.3.3. Maintenance of Equipment, Facilities and Systems

The Telephone Company shall maintain Telephone Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move disconnect, remove or attempt to repair any systems provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

4.3.4. Shortage of Equipment, Facilities or Systems

The Telephone Company shall maintain Telephone Company's equipment, facilities or systems utilized to provide Service under this Tariff. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any systems provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

Service is offered subject to the availability of facilities, equipment, or systems and the Telephone Company's ability to fulfill the request for Service under the provisions of this Tariff. The Telephone Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

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4.3.5. Notification of Service-Affecting Activities

Where possible, the Telephone Company, at its sole discretion, may provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

4.3.6. Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Telephone Company, the Telephone Company, by giving prior written notice to the Customer, may discontinue or suspend Service without incurring any liability.
- B. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Telephone Company may immediately discontinue or suspend Service without incurring any liability.
- C. Reserved for Future Use.
- D. Upon condemnation of material portion of the facilities used by the Telephone Company to provide Service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Telephone Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Telephone Company may immediately discontinue Service without incurring any liability.
- F. In the event the Telephone Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Telephone Company, the Customer will be liable to the Telephone Company for the payment of all such fees and expenses reasonably incurred.
- G. If a Customer whose account has been closed has a credit balance showing, the Telephone Company will transfer the credit to another account of the Customer, or will mail a check for the balance to the Customer if it believes it has a valid address. If the Telephone Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that the Telephone Company can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within 30 days of mailing, the Telephone Company will begin applying a closed account maintenance charge of 20% of the balance per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund or the balance is exhausted.

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4.3.6. Refusal and Discontinuance of Service (Cont'd)

- H. Upon the Telephone Company's discontinuance of Service to the Customer, the Telephone Company, in addition to all other remedies that may be available to the Telephone Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Services would have otherwise been provided to the Customer to be immediately due and payable.
- I. When more than one company provides Access Service, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Local Exchange Carrier affected by the nonpayment is incapable of effective discontinuance of Service without cooperation from the other joint providers of Switched Access Service, such other carriers will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within or transiting the operating territory of the Local Exchange Carriers initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the tariff regulations of the carrier whose Local Switching Center serves the Customer shall apply for joint service discontinuance.
- J. In its sole discretion, the Telephone Company may discontinue the furnishings of any and/or all Service(s) to a Customer, without incurring any liability.
- K. Immediately and without notice, if the Telephone Company deems that such action is necessary to prevent, to protect against fraud, or to otherwise protect its personnel, agents, facilities or Services. The Telephone Company may discontinue Service pursuant to this sub-section if:
 - 1. The Customer refuses to furnish information to the Telephone Company regarding the Customer's creditworthiness, its past or current use of Carrier telecommunications Services or its planned use of Telephone Company service(s); or
 - 2. The Customer provides false information to the Telephone Company regarding the Customer's identity, address, creditworthiness, past or current use of Carrier telecommunications Services, or its planned use of the Telephone Company's Service(s) under the Tariff; or
 - 3. The Customer states that it will not comply with a request of the Telephone Company for Advance Payment or Deposit; or
 - 4. The Customer has been given written notice by the Telephone Company of any past due amount (which remains unpaid in whole or in part) for any of the Telephone Company's other Carrier telecommunications Services provided under the Tariff, to which the Customer either subscribes or had subscribed or used; or
 - 5. The Customer uses Services to transmit a message, locate a person or otherwise give or obtain information without payment for the Service; or

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4.3.6. Refusal and Discontinuance of Service (Cont'd)

6. The Customer uses, or attempts to use, Service with the intent to avoid the payment either in whole or in part, of the Tariffed charges for the Service by:
 - a) Using or attempting to use Service by rearranging, tampering with, or making connections to the Telephone Company's Service not authorized by this Tariff; or
 - b) Using tricks, schemes, false or invalid numbers, false credit devices, or electronic devices; or
 - c) Any other fraudulent means or devices.
- L. Immediately upon written notice to the Customer of any sum not paid 30 days from the Payment Due Date; or
- M. Seven days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that 7-day period. The discontinuance of Services(s) by the Telephone Company pursuant to this section does not relieve the Customer of any obligation to pay the Telephone Company for bills due and owing for Service(s) furnished up to the time of discontinuance.

4.3.7. Conditions of Restoration

If a Service is disconnected by the Telephone Company in accordance with the provisions of this Tariff and later restored, restoration of Service will be subject to: all applicable installation charges. In addition, in order to have Service restored, the Customer must:

1. Have an outstanding Balance Due to the Telephone Company
2. Be responsible for all installation charges associated with restoral of service, and
3. Provide Company with an Advance Payment, if requested.

4.4. Limitation of Liability

- (A) Except as caused by its willful misconduct or negligence, the liability of the Telephone Company, its officers, directors, employees, agents, vendors and suppliers, with respect to any action, claim, judgment, damages, demand, liability, loss or expense (including without limitation reasonable attorney's fees) brought or incurred by Customer, by any End User, or by any other person in connection with the installation, provision, failure, termination, maintenance, repair or restoration of Service will in no event exceed the lesser of \$500 or, in the event of failure of Service, the extension of allowances for interruption as set forth in this Rate Schedule.
- (B) Except as caused by its willful misconduct or negligence, the liability of the Telephone Company, its officers, directors, employees, agents, vendors and suppliers, for defacement of or damages to the Premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services, and including without limitation the installation or removal of any Facilities, equipment or wiring associated therewith, will in no event exceed the lesser of \$500 or, in the event of failure of Service, the extension of allowances for interruption as set forth in this Rate Schedule. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on End Users' Premises to the Services, and no third party engaged in such activity is to be deemed to be an agent or employee of the Telephone Company.

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4.4. Limitation of Liability (Cont'd)

- (C) To the extent permitted by any applicable law, the Telephone Company's liability for negligence will also be limited to the amounts described in, respectively, sections 4.4.A and 4.4.B hereof.
- (D) To the extent permitted by any applicable law, the Telephone Company's liability for gross negligence will also be limited to the amounts described in, respectively, sections 4.4.A and 4.4.B hereof.
- (E) In no event will the Telephone Company be liable for loss of profits (even if the Telephone Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services. This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery.
- (F) Any action or claim against the Telephone Company arising from any of its alleged acts or omissions in connection with this Rate Schedule or the Contract or Service Agreement will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred. No action or proceeding against the Telephone Company shall be commenced more than two (2) years after the Service is rendered.
- (G) The liability of the Telephone Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed. The Telephone Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Telephone Company receives the overpayment.

4.4.1 Disclaimer

The Telephone Company will have no liability whatsoever to Customer, its End Users, employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' performance failures, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Customer or End User in connection with this Rate Schedule or with the Services, (iii) any failure of Customer-or End User-provided terminal equipment or communications systems, or (iv) any other act or omission of any Other Provider, End User or third party related to the use or provision of Services hereunder.

When the Facilities of other Carriers are used in establishing connections to points not reached by the Telephone Company's Facilities, the Telephone Company is not liable for any act or omission of the other Carrier(s). The Customer will indemnify and save harmless the Telephone Company from any third-party claims for any such damages.

THE TELEPHONE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

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4.4. Limitation of Liability (Cont'd)

4.4.2 Force Majeure

The Telephone Company is excused from any performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Telephone Company) of any Other Provider's facilities or services, or any regulation or other directive, action or request of any governmental authority.

4.4.3 Use of Connecting Telephone Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by the Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be in the sole discretion of the Telephone Company.

4.4.4 Indemnification

Subject to the limitations of liability set forth in Section 4.4 hereof, the Telephone Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Telephone Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

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4.5. Obligations of the Customer

4.5.1 General

The Customer shall be responsible for:

- A. Payment of all applicable Charges and Fees pursuant to this Tariff; and
- B. Reimbursing the Telephone Company for damage to, or loss of, the Telephone Company's facilities or Equipment caused by the acts or omissions of the Customer, or its Authorized User or End User; but the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's or End User's Premises; and
- C. Providing at reasonable charge, as specified from time to time by the Telephone Company, any needed personnel, equipment, space and power to operate Telephone 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; and
- D. Obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide Access Service to the Customer or End User from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Telephone Company facilities, shall be borne entirely by, or may be charged by the Telephone Company to, the Customer. The Telephone Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order; and
- E. Ensuring that its equipment and/or system or that of its agent or End User is properly interfaced with the Telephone Company's Service; that the signals emitted into the Telephone Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer or End User and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Telephone Company equipment, injure its personnel or degrade Service to other Customers or End Users. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting harm to Telephone Company equipment, personnel, or the quality of Service to other Customers, the Telephone Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Telephone Company may, upon written notice, terminate the Customer's Service without liability; and

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- F. Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Telephone Company employees and agents will be installing or maintaining the Telephone Company's facilities and equipment. The Customer may be required to install and maintain the Telephone Company's facilities and equipment within a hazardous area if, in the Telephone Company's opinion, injury or damage to the Telephone Company's or third party vendor's employees or property might result from installation or maintenance by the Telephone Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and
- G. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Telephone Company's facilities and equipment in any Customer Premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Telephone Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- H. Not creating or allowing to be placed or maintained any liens or other encumbrances on the Telephone Company's equipment or facilities leased by the Customer from the Telephone Company; and
- I. Making the Telephone Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Telephone Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- J. Promptly notifying the Telephone Company in writing of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Telephone Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

4.5.2. Notices and Communications

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

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

All notices or other communications required pursuant to this Tariff, will be in writing unless otherwise provided.

The Telephone 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.

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4.5.3. Claims

- (A) The Customer shall indemnify, defend and hold harmless the Telephone Company as set forth in this Tariff.
- (B) The Customer shall not assert any claim against any other Customer or End User of the Telephone Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this tariff, including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Telephone Company.

4.5.4. Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services provided by the Telephone Company without the written consent of the Telephone Company and payment of the applicable charges.

4.5.5. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Telephone 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, operations, and maintenance of Customer provided facilities and equipment connected to Telephone Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

4.5.6. Temporary Surrender of Service

In certain instances, the Customer may be requested to surrender Service for purposes other than maintenance, testing or activity relating to an Access Service Request. If the Customer consents, or in the instance of preemption under NSEP Treatment as set forth in this Tariff, a credit allowance will be granted. The credit allowance will be determined in accordance with this Tariff.

4.5.7. Interruptions of Service

It is the obligation of the Customer to notify the Telephone 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, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Telephone Company.

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 because of a failure of a component furnished by the Telephone Company under this Tariff.

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4.5.7 Interruptions of Service (Cont'd)

If the Customer reports to the Telephone Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to the customer premises for test and repair by the Telephone Company or an agent of the Telephone 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 the Telephone 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 the Telephone Company, including, but not limited, to the Customer.

A credit allowance will not be extended for repair of Telephone Company owned facilities.

4.5.8. Indemnification by Customer

Customer shall defend, indemnify and hold the Telephone Company (together with its officers, directors, employees, agents, vendors and suppliers) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- (A) libel or slander resulting from Users' use of the Services;
- (B) any loss, damage, or destruction of any property or any personal injury (including death) not due to the Telephone Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Telephone Company supplied Facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;
- (C) infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with customer-provided CPE or with other User-provided facilities or services; and
- (D) except as otherwise provided by applicable law, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

Customer shall be solely responsible for any damage to or loss of Telephone Company equipment while on the Premises, unless such damage is caused by the negligence or willful misconduct of the Telephone Company, its employees, subcontractors or agents.

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5. Switched Access Service Ordering

5.1. General

5.2. Reserved for future Use

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This Section sets forth the rules and regulations related to ordering Service, as defined in this Tariff.

5.3. Ordering Conditions

All Services offered under this Tariff will be ordered using an Access Service Request (ASR), or a Constructive Order for Service unless otherwise specified herein. The format and terms of the ASR will be specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of Services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Telephone Company to provide and bill for the requested Service. When placing an order for Access Service, the Customer shall provide the following minimum information:

1. Customer name and Premise(s) address(es);
2. Billing name and address (when different from Customer name and address); and,
3. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Telephone Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Date, at the time the Telephone Company gives the Customer an Order Confirmation Date.

5.4. Access Service Requests (ASR)

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services being requested. When placing an order, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type.

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With the agreement of the Telephone Company, other Services may subsequently be added to the ASR at any time, up to and including the Service Date for the Access Service. When added subsequently, charges for a Design Change will apply when an engineering review is required. Additional engineering is not an ordering option, but will be applied to an ASR when the Telephone Company determines that additional engineering is necessary to accommodate a Customer request.

Additional engineering will be provided by the Telephone Company at the request of the Customer only when a Customer requests additional technical information after the Telephone Company already has provided the technical information included on the design layout report as set forth herein. The Customer will be notified when additional engineering is required, and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer agrees to the additional engineering, a firm order will be established. If the Customer does not want the Service after being notified by the Telephone Company that additional engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the original estimated amount by more than 10 percent.

5.4. Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Date. All modifications must be in writing using the industry ASR process. The Telephone Company, in its sole discretion, may accept verbal modification from the Customer. The Telephone Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Service lines, Trunks, transport facilities, out of band signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Commencement Date interval.

5.4.1. Service Date Change Charge

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service Commencement Date may not exceed the original Service Date by more than 30 calendar days. When, for any reason, the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Telephone Company accordingly delays the start of Service, a Service Date Change Charge will apply. In addition, when the

Customer submits a request for a Service Date Change Charge that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

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If the Customer requested Service date is more than 30 calendar days after the original Service Date, the Telephone Company will cancel the order on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Telephone Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each Service Date changed as set forth in the Tariff.

5.4.2. Design Change Charge

The Customer may request a Design Change to the Service(s) ordered. A Design Change is any change to an ASR that requires Engineering Review. An Engineering Review is a review by Telephone Company personnel of the Service(s) ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions or a change in the type of Transport Termination. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges set forth in this Tariff, are in addition to any Additional Labor or Service Date Change Charges that may apply.

5.4.3. Expedited Order Charge

When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Telephone Company. The request for an earlier Service Commencement Date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the Service Commencement Date. The Telephone Company has the exclusive right to accept or deny the Expedite order request. However, if, upon reviewing availability of equipment and scheduled workload, the Telephone Company agrees to provide Service on an expedited basis and the Customer accepts the Telephone Company's proposal, an Expedite Charge will apply.

If the Telephone Company is subsequently unable to meet an agreed upon expedited Service Commencement Date, then the Expedite Charge will not apply. In the event the Telephone Company provides Service on an expedited basis at the Customer's request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change

Charge will apply in addition to the Expedite Charge. In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Telephone Company has received the original expedite request, the Expedite Charge will still apply.

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An Expedite Charge will not be applied to orders expedited for Telephone Company reasons. If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply. The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in this Tariff.

5.5. Access Service Request Cancellations

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Telephone Company that Service is available for the Customer's use. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within 10 days. A Customer may negotiate an extension of a Service Date of an ASR for installation of new Services or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service Commencement Date cannot exceed the originally established Service date by more than 30 calendar days. On the 31st day beyond the original Service Date, the ASR will be cancelled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in this Tariff. If the cancellation occurs prior to the Telephone Company's receiving the ASR, no charges shall apply. Cancellation charges for Expedited Orders will be applied for any order cancelled from the Application Date forward.

If the Telephone Company misses a Service Date for a Standard or Negotiated Interval Access order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil riots or wars, the Telephone Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

5.6. Access Service Date Intervals

Access Service Date Intervals for Access Service is provided within one of the following service Date intervals:

1. Standard Interval
2. Negotiated Interval

The Telephone Company will specify an Order Confirmation Date and a Service Commencement Date contingent on the ASR being complete as received. To the extent that Access Service can be made available with reasonable effort, the Telephone Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

5.6.1. Standard Interval

The standard interval for Switched Access Service will be 10 business days (Standard Interval) from the Application Date. This interval only applies to standard Service offerings for a Customer that is at locations where there are pre-existing facilities to the Customer Premises. Access

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Services provided under the Standard Interval will be installed during Telephone Company business hours.

5.6.2. Negotiated Interval

The Telephone Company will negotiate a Service Date Interval (Negotiated Interval) with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service date; or
2. There is not existing facility connecting the Customer Premises with the Telephone Company, or
3. The Customer requests a Service that is not considered by the Telephone Company to be a standard Service offering (for example, if additional engineering is required to complete the order); or
4. The Telephone Company determines that Access Service cannot be installed within the Standard Interval.

The Telephone Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months of the Standard Interval Service Date, or, when there is no Standard Interval, the Telephone Company offered Service Date. All Services for which rates are applied on an individual Case Basis are provided with a Negotiated Interval.

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6. Application of Charges, Payments and Credits

6.1. General

This Section sets forth the types of deposits, rates and charges that are defined in this Tariff for provisioning Switched Access Service.

6.2. Deposits

The Telephone Company may require a Customer, to make a deposit prior to or at any time after the provision of Service to the Customer to protect against uncollectible accounts. No such deposit will be required of a Customer which is a successor of a company which has established credit and has no history of late payments to the Company.

A deposit may not exceed the actual or estimated rates and charges for the Service for a three-month period. The payment of a deposit does not relieve the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills.

After the Customer has established a one-year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the Service to the Customer. If, prior to accumulating a one-year prompt payment record and the provision of Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance that may remain will be refunded.

The Telephone Company will pay interest on cash deposits held longer than ninety (90) days at the percentage rate specified according to state regulations, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to affect a refund.

At the option of the Customer making a security deposit, the Telephone Company shall annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by the Telephone Company at any time.

6.3. Advance Payments

To safeguard its interests, the Telephone Company may also require a Customer to make an Advance Payment before Services are provisioned to the Customer. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three months' charges for the Service to be provided. In addition, where Special Construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charge and/or Labor Charges for the Special Construction and any estimated Recurring Charges for a period to be set between the Telephone Company and the Customer. The Advance Payment will be credited to the Customer's first bill.

An Advance Payment may be required in addition to a Deposit. The Advance Payment is due ten (10) business days following the date the Telephone Company confirms acceptance of the order, or on the application date, whichever is later. If the Advance Payment is not received by such payment date, the order may be cancelled. If a Customer cancels an order for Service, the order will be withdrawn. Any Advance Payment made will not be credited or refunded.

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6.4. Payment of Charges

- (A) The Telephone Company shall bill for all charges incurred, applicable taxes, and credits due the Customer for Service. Access bills will conform to current industry guidelines as established by the Ordering and Billing Forum (OBF) in the CABS – BOS Output Specifications and will be updated in a timely manner as these guidelines change.
- (B) Customer will receive their bills in paper format unless otherwise specified. Additional charges apply for bills requested in non-paper format. Alternate bill media formats available are:
 - 1. Magnetic tape;
 - 2. FTP file; or
 - 3. Cartridge
- (C) Reserved for Future Use.
- (D) All bills to the Customer are due (Payment Due Date) 30 days after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. In the event the Customer does not remit payment in immediately available funds by the payment date, Service may be discontinued as specified in this Tariff.
- (E) If the entire amount billed is not received by the Telephone Company in immediately available funds by the Payment Due Date, an additional Late Payment Charge as described later in this Tariff may apply.
- (F) If such payment date would cause payment to be due on a Saturday, Sunday or Holiday payment for such bills will be due from the Customer as follows;
 - (a) If such payment date falls on a Saturday or on a Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.
 - (b) If such payment date falls on a Sunday or on a Holiday that is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday.
- (G) If the Telephone Company becomes concerned at any time about the ability of a Customer to pay its bills, the Telephone Company may require that the Customer pay its bills within a specified number of days less than 25 days after the date of the invoice and make such payments in cash or the equivalent of cash.
- (H) Adjustments for Service discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30-day month. The Telephone Company will, upon request, and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (I) In the event the Telephone Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Telephone Company, the Customer will be liable to the Telephone Company for the payment of all such fees and expenses reasonably incurred.

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6.5. Minimum Period

The minimum period Access Service is provided and charges are applicable for is one month. For discontinuances of Service, all applicable charges for the one-month period will apply. All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charge.

6.6. Disputes

If a customer disputes any portion of the charges and withholds payment of such disputed amounts, the customer must notify the Company in writing by the due date of the disputed bill, identifying the amount, reason and rationale of such dispute. At a minimum, the customer must pay all undisputed amounts due by the due date. The failure to submit a written dispute by the due date will not preclude the customer from thereafter submitting a dispute or seeking a billing adjustment for any charges which have been paid.

The Telephone Company will assess or credit late payment charges on disputed amounts to the Customer as follows:

1. If resolved in favor of the Telephone Company and the Customer has paid the disputed amount on or before the payment due date, no late payment charges will apply.
2. If resolved in favor of the Telephone Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment charge as specified in this Tariff.
3. If resolved in favor of the Customer and the Customer has withheld the disputed amount, the Customer shall be credited for each month or portion thereof that the late payment charge may have been applied. In the event the Customer has paid the late payment charge, a credit will be granted to the Customer for the late payment charge paid on disputed amount.

6.7 Late Payment Charges

If the Telephone Company does not receive the entire amount billed, exclusive of any amount disputed by the Customer, within 30 days after the bill date in funds that are immediately available to the Telephone Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be:

1 and ½% (.015) per month and applied for each month of portion thereof that an outstanding balance remains.

If the undisputed amount of an invoice should remain unpaid more than 30 days past its payment due date, the Telephone Company shall have the right, in its sole discretion, to take any or all of the actions set forth in this Tariff with regard to refusal and discontinuance of service and collections pursuit of charges outstanding.

In the event that a billing dispute is resolved in favor of the Customer, no late payment charge will apply to the disputed amount and the Customer will receive a credit equal to any overcharged amount. The late payment charge shall be applicable to all amounts resolved in favor of the party owed.

Late Payment Charges applicable to End User ordering of Access are as provided for in the Telephone Company's Local and Intrastate Interexchange Services Tariff..

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6.8. Non-Sufficient Fund (NSF) Charge

When a payment (i.e. check or credit card) that has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is refused for insufficient funds by a financial institution, or is a closed or non-existent account, the Customer will be assessed a one-hundred (\$100.00) charge.

6.9 Special Construction Charges

Subject to the agreement of the Telephone Company and to all of the regulations contained in this Tariff, Special Construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special Construction is that construction undertaken and characterized by one or more of the following:

1. Where facilities are not presently available and there is not other requirement for the facilities so constructed; or are of a type other than that which the Telephone Company would normally utilize in the furnishing to the Services; or
2. Where facilities are to be installed over a route other than that which the Telephone Company would normally utilize in the furnishing of its Services; or
3. Where facilities are requested in a quantity greater than that which the Telephone Company would normally construct; or
4. Where installation is to be on an expedited basis; or on a temporary basis until permanent facilities are available; or installation involving abnormal costs; or in advance of its normal construction schedules.

Where the Telephone Company furnishes a Service on a Special Construction basis, charges will be based on the costs incurred and may include:

1. Non-recurring type charges;
2. Recurring type charges;
3. Termination liabilities; or
4. Combinations thereof.

The agreement for Special Construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

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If any additional access rate elements that are billable become allowable with the Special Construction (i.e., direct trunk connection into the Telephone Company's Switch), and are not currently in Telephone Company's Tariff, they will be incorporated into the Tariff and approved by the appropriate regulatory body prior to the Special Construction being provided to the Customer. Other charges relating to the Special Construction will be negotiated and agreed to between the Customer and Telephone Company on an Individual Case Basis (ICB).

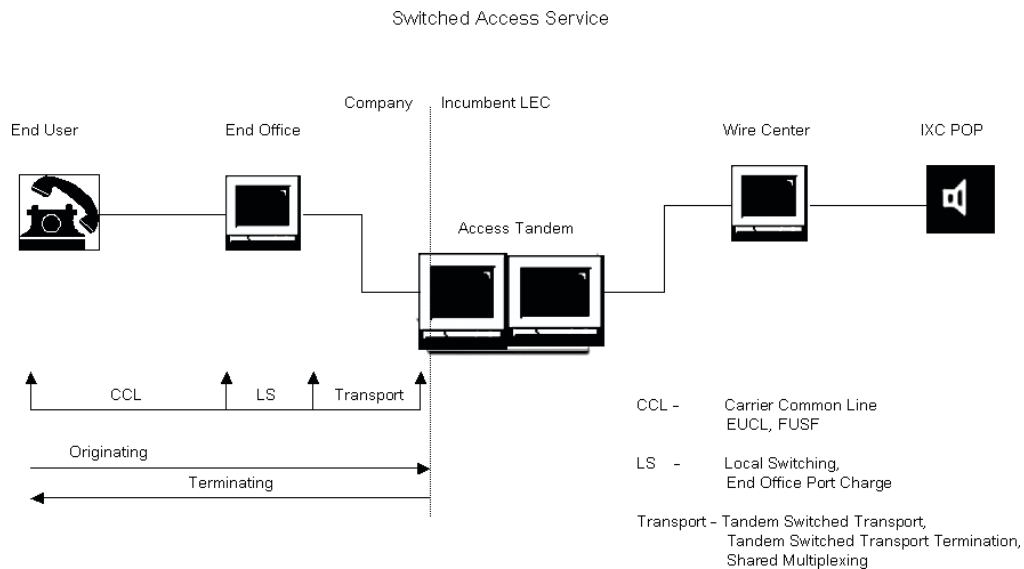
7. Rates, Charges and Fees

7.1. Explanation of Access Elements

Telephone Company is providing Service in the State of Tennessee according to the following arrangement. The equivalent of an "End Office" switch is located in its territory. Telephone Company's end user's are serviced off of that switch. If the Company's end users place an intrastate long distance call, the call is routed to the Company's Interexchange Carrier or the end user's designated Interexchange Carrier and to the Incumbent LEC's Access Tandem. From there, the call may be carried to the Interexchange Carrier Point of Presence. Company does not provide for direct Trunked Tandem connection at this time for long distance carriers.

(C)
(C)

The figure below provides the various access elements associated with this arrangement relating to switched access charges:



Rates contained in this tariff are subject to subsequent adjustment, effective retrospectively, in the event the Commission or a court subsequently authorizes Telephone Company to correct its rates pursuant to pending motions, or petitions for reconsideration or waiver, or in the event of any other adjustment to an order of the Commission or a court.

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7.1.1. Carrier Common Line

The Telephone Company will provide Carrier Common Line Access Service to customers in conjunction with Switched Access Service provided in those areas where the Incumbent Local Exchange Carrier provisions in a similar manner. Carrier Common Line Access provides for the use of end users' Telephone Company provided common lines by customers for access to such end users to furnish Intrastate communications.

Rates apply to all FGD access minutes that originate from or terminate to the Telephone Company's end office (equal access) and to all FGB access minutes that terminate to the Telephone Company's end office

7.1.2. Local Switching

Local Switching provides local end office switching and end user termination functions necessary to complete the transmission of switched access communications to and from the end users served by the local end office.

Rates apply to all FGD access minutes that originate from or terminate to the Telephone Company's end office (equal access) and to all FGB access minutes that terminate to the Telephone Company's end office. Refer to Section 7.1.4.

Shared End Office Trunk Port Charge

The Shared End Office Trunk Port provides for the termination of a Tandem-Switched Trunk at an end office. The Shared End Office trunk Port is usage rated and shall be assessed to all access minutes that utilize Tandem-Switched Transport.

When Tandem-Switched Transport is provided by more than one company, the Shared End Office Trunk port charge shall be billed by the Telephone Company in whose territory the end office is located. Refer to Section 7.1.4.

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7.1.3. Transport

Tandem Switched Transport

Tandem-Switched Transport consists of the circuits used in common by multiple customers from the LEC's access tandem to the Telephone Company's end office. The Tandem-Switched Transport Rate includes a Tandem-Switched Transport – Termination rate and a Tandem-Switched Transport rate. The rate elements are provided below:

1. The Tandem-Switched Transport – Termination element is a usage rated, per minute Rate to recover costs incurred at the ends of the transmissions links.
2. The Tandem-Switched Transport element is usage rated and distance-sensitive, i.e., a per access minute per airline mile rate. The rate recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end-points of the circuits.
3. For Tandem Switched Transport, a Shared Multiplexing Rate will be assessed to all minutes of use between the LEC's Access Tandem to the Company's end office. The shared Multiplexing rate recovers multiplexing costs on the end office side of the tandem.

Rates Per - MOU Refer to Section 7.1.4

7.1.4 Rates

Intrastate access rates will apply for minutes of use pursuant to Incumbent Local Exchange Carrier (ILEC) territories listed following:

9419 – BellSouth Telecomm Inc d/b/a South Central Bell Tel
4336 – Citizens Comm Co TN d/b/a Frontier Comm of TN, LLC
4510 – United Telephone Southeast TN d/b/a CenturyLink - TN

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7.1. Rates (Continued)

Rate Element - Originating¹	ILEC Rate Element
Carrier Common Line Per Minute of Use	Carrier Common Line, Usage
Local Switching Per Minute Of Use	Local Switching, Usage, Premium -
Local Switching - Shared End Office Trunk Port Per Minute of Use	Local Switching, Usage, Premium - Shared End Office Trunk Port
Tandem Switched Transport – Termination Per Minute of Use	Local Transport, Tandem Switched Transport and Host/Remote Switched Transport, Host/Remote Transport Termination - Per Minute of Use
Tandem Switched Transport Per Minute/Per Mile	Local Transport, Tandem Switched Transport and Host/Remote Switched Transport, Local Transport Facility - Per mile, per minute
Tandem Switch Transport – Shared Multiplexing Rate Per Minute of Use	Local Transport , Tandem Switched Transport and Host/Remote Switched Transport, Tandem Switching, Transport Multiplexing (DS3 to DS1) - Per Minute of Use

Rate Element - Terminating²	ILEC Rate Element
Local Switching Per Minute of Use	Local Switching, Usage, Premium -
Local Switching - Shared End Office Trunk Port Per Minute of Use	Local Switching, Usage, Premium - Shared End Office Trunk Port
Tandem Switched Transport – Termination Per Minute of Use	Local Transport, Tandem Switched Transport and Host/Remote Switched Transport, Host/Remote Transport Termination - Per Minute of Use
Tandem Switched Transport Per Minute/Per Mile	Local Transport, Tandem Switched Transport and Host/Remote Switched Transport, Local Transport Facility - Per mile, per minute
Tandem Switch Transport – Shared Multiplexing Rate Per Minute of Use	Local Transport , Tandem Switched Transport and Host/Remote Switched Transport, Tandem Switching, Transport Multiplexing (DS3 to DS1) - Per Minute of Use

¹ MasTec Nertwork Solutions, LLC benchmarks against ILEC rates. The Company originating intrastate access rate billed is the ILEC intrastate access service tariff rate.

² Fiber Connect LLC benchmarks against ILEC rates. The Company terminating intrastate access rate is billed at the rate as set forth in the Company's interstate access service tariff.

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7.2 Ordering Charges

7.2.1 Access Order Charge

A nonrecurring, per occurrence charge assessed for the processing of access orders, is applied per access order for the installation, addition, change, rearrangement or move of Access Services.

Rates and Charges

Access Order Charge

Non-Recurring Charge	\$100.00
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7.2.2. Design Change Charge

A nonrecurring per occurrence charge is assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

In the case of a Customer-initiated modification of Service, charges for the subsequent orders are in addition to the costs incurred before the Customer changed the original order.

Rates and Charges

Design Change Charge

Non-recurring Charge	\$ 150.00
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7.2.3 Service Date Change Charge

Access Service Order Request service dates may be changed, however, a Service Date Change Charge will apply for each service date change after the plant test date of the original ASR.

For Switched Access, the new service date may not exceed the original service date by more than 30 calendar days. If the requested service date is more than 30 calendar days after the original service date, the ASR will be cancelled by the Telephone Company and cancellation charges will apply. The ASR will be reissued with the new service date.

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Rates and Charges – Tennessee

Service Date Change Charge

Non-recurring Charge \$ 150.00

7.2.4. Expedited Order Charge

A nonrecurring per occurrence charge assessed for requests that service be provided on an earlier date than originally requested on the access service order. If the Telephone Company determines that service can be provided on an expedited basis without additional costs to the Telephone Company, the expedited request will be accepted.

With the agreement of the Telephone Company, a new service date may be established that is prior to the original service date and an Expedited Order Charge will also apply in addition to the Service Date Change Charge.

Rate and Charges – Tennessee

Expedited Order Charge

Non-recurring Charge \$ 500.00

*plus additional labor charges (See Labor Charges)

7.2.5. Access Order Cancellation Charge

A Customer may cancel their Access Order on any date prior to the service date. The cancellation date is the date the Telephone Company receives written or verbal notice from the Customer that the ASR is to be cancelled. The verbal notice must be followed by written confirmation within 10 days.

For Tandem Switch Transport, if a Customer is unable to accept service within 30 calendar days of the original service date, the ASR shall be considered cancelled and the charges described below will apply. In such instances, the cancellation date shall be the 31st calendar day beyond the original service date of the ASR.

When a Customer cancels an ASR for the installation of new service, or an ASR to modify existing service, charges will apply as follows:

When an ASR for Switched Access Service is cancelled on or after the Application Date, the Cancellation Charge is calculated, on a per ASR basis, by multiplying the total installation non-recurring charges for the quantity ordered by the number of business days elapsed since the Application Date, and dividing that figure by the number of days in the service interval (i.e., the number of business days between the Application Date and the last day of the service date interval) and adding the Switched Access Ordering Charge.

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7.2.5. Access Order Cancellation Charge (Cont'd)

When a Customer chooses to commence billing rather than cancel an ASR for these services specified above, the Customer must submit an ASR prior to calendar day 31 from the original service date and request a service date change. The new service date may not exceed the original service date by more than 120 calendar days. Charges will only apply for each subsequent service date change request after calendar day 31, not to exceed 120 calendar days.

When a Customer elects to commence billing, a monthly recurring charge will begin accruing at calendar day 31 after the original service date. Upon completion of the ASR, the initial bill for the service will include these accrued charges and any additional nonrecurring charges in addition to any other billable charges specified in this section.

If the ASR is not completed within 121 calendar days of the original service date, the ASR will be cancelled. Cancellation charges will apply. In addition, the Customer will be billed the accrued monthly recurring charges specified above plus any additional nonrecurring charges applicable for the Service. These charges will be computed commencing at day 31 after the original service date up to and including the cancellation date, not to exceed 90 days of service (120 days from the original service date). The Telephone Company will not reissue an ASR with a new service date beyond 121 calendar days. It will be the Customer's responsibility to submit a new ASR for Switched Access Service.

A nonrecurring per occurrence charge assessed for any change to an access order that requires an engineering review or reevaluation of facilities needed in order to implement the requested access service.

Rates and Charges

Access Order Cancellation Charge

Non-recurring Charge	\$ 75.00
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*plus any additional Labor costs

7.3. 800 Service Charges

The following charges are assessed for 800 Number Portability Access Service (NPAS) Queries. These query charges are in addition to the Switched Access FGD usage charges assessed for use of the Telephone Company's Network for 800 NPAS usage.

A per query charge is assessed for each SS7 transported 800 query, sent to the Telephone Company's 800 Gateway vendor for delivery to the SMS Database, whether the call is completed or not.

Rates and Charges

800 Query Charge, per query	Mirrored Rate Element – ILEC Territory¹
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¹ MasTec Network Solutions, LLC benchmarks against ILEC rates. The Company intrastate access rate billed at the lowest of the ILEC intrastate access service tariff rates.

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7.4. PIC Change Charge

PIC Change Charge

The PIC Charge is billed to the Telephone Company's End User as stated in the Telephone Company's Local and Intrastate Interexchange Services Tariff TRA Tariff No. 1. If the Customer elects to pay this charge for the End User, the Customer will arrange such credit or payment directly with the Telephone Company's End User.

A charge to the Customer will apply when an unauthorized PIC change occurs and the Customer cannot provide appropriate documentation authorizing such change. The charge will be applied as follows:

Rates and Charges

Unauthorized PIC Change Charge	\$5.00
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7.5. Billing Name and Address (BNA)

The Telephone Company will, upon request, provide Billing Name and Address Information to a Customer. Customer will supply a written request to Telephone Company specifying the telephone number or numbers for which Billing Name and Address information is desired. The Telephone Company will perform a query and provide the Customer with the Bill Name and Bill Address for each Telephone Number requested, if found. If a Telephone Number is not found, a per/Telephone Number-Not Found charge is still applicable.

Any Customer provided BNA pursuant to this Tariff, agrees to abide by all applicable rules, decisions, orders, statutes and laws concerning the disclosure of published and non-published telephone numbers, and further agrees to use the information contained therein only for the purpose of billing for services provided to their end users.

In no case shall any Customer or authorized billing and collection agent of a Customer disclose the billing name and address information of any subscriber to any third party, except that a Customer may disclose BNA information to its authorized billing and collection agent or to governmental law enforcement agencies.

Data will be provided either in paper format, via electronic transmission, e-mail attachment or fax.

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Rates and Charges

	Found	Not Found	Mgt Fee
Per Telephone Number	\$.26	\$.23	
Per Request			\$50.00

7.6. Alternate Bill Media

Service Description

Billing for access services occurs on a monthly basis based on specific bill periods established by the Telephone Company. Bills are rendered for each Access Customer Name Abbreviation (ACNA).

Primary bills will be provided in a paper format at no charge. Alternate Bill Media formats are available to Customers at the rates detailed below who do not wish to receive their primary bill in paper format. Customer Service Records (CSR) containing information are also available in the formats below.

The Alternate Bill Media options available are:

1. Magnetic tape, 18 track
2. FTP file
3. Cartridge

Rates for alternate bill media are only filed in the FCC Interstate tariff – rates will apply to 100% of the charges for Alternate Bill Media. No mixed jurisdictional adjustment to rates will apply.

Rates and Charges – Tennessee

	Bill Media	CSR
Magnetic Tape, 18 track (per month)	\$35.00	\$35.00
Cartridge (per month)	\$35.00	\$35.00
FTP file	\$35.00	\$35.00

7.7. Carrier Identification Code (CIC)

This feature permits the Customer to establish or add a CIC, change an existing CIC or delete an existing CIC used in conjunction with the Customer's service.

Rates and Charges – Tennessee

CIC Charge

Add CIC – FGD	\$ 31.24
Change CIC – FGD	\$ 91.79
Delete CIC – FGD	\$ 54.45

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7.8. CIC Consolidation

If the Customer requests to consolidate multiple CICs, a CIC Consolidation Charge will be assessed. This charge is only assessed when all lines or trunks associated with the former CIC(s) are changed on a one-time realignment basis within the Telephone Company's databases at a nationwide level to a single existing CIC. Requests for a CIC Consolidation must be provided to the Telephone Company in writing, but not ASR charge is applicable for this request. The rate for this service is provided below.

The CIC Consolidation charge does not apply to normal PIC change activity, whereby carrier selection is changed and no consolidation of CICs occurs.

The Telephone Company will negotiate a due date for a CIC Consolidation with the Customer. It is the sole responsibility of the Customer to notify affected end users of the change.

If the Customer elects to change a CIC due to surrendering a CIC to the North American Numbering Plan Administrator for reassignment, the CIC Consolidation Charge will be waived. The waiver is applied only when the Customer surrenders the CIC on a nationwide basis. Additionally, the CIC must be relinquished within ninety (90) days from the completed conversion date. Confirmation of relinquished code(s) must be in writing and come from the NANP Administrator.

Rates and Charges – Tennessee

CIC Consolidation – Merger

Per Line or WTN	\$1.30
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7.9. Additional Labor Charges

Additional Labor is labor requested by the Customer to provide Service and agreed to by the Telephone Company. The Telephone Company will notify the Customer that Additional Labor charges will apply before any additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the Customer or parties on whose behalf it acts.

The rates for additional labor charges will be provided to the Customer on an Individual Case Basis (ICB) based upon the work requested at the time the Additional Labor is requested.

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8. Ordering, Rating and Billing – More Than One LEC

8.1. General

Each LEC will provide its portion of the Switched Transport or Special Transport service within its operating territory to the meet point with the other LECs . The LECs involved in providing the service will determine the Bill Percentage (BP).

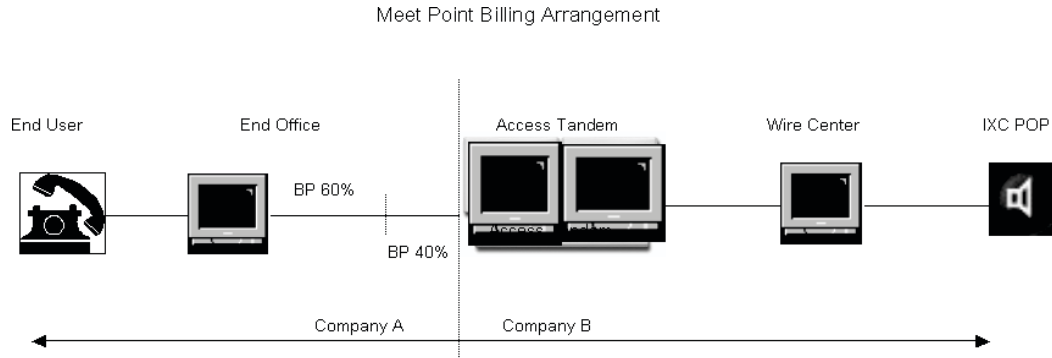


Figure 2 - Example of MPB Arrangement

For all Switched Access Services the order will be placed with the Telephone Company as specified in the Ordering and Billing Forum's Multiple Exchange Carrier Ordering and Design (MECOD) guidelines. The multiple billing arrangements described in this section are also subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the (MECOD) guidelines.

All recurring and non-recurring charges for services provided by each LEC are billed under each company's applicable Tariffs (Multiple Bill – Single Tariff). Under a Meet Point Billing arrangement, the Telephone Company will only bill for charges for traffic carried between the LEC's Tandem and the Telephone Company's Switch that serves the End Users and for the portion of any transport facilities provided by the Telephone Company between the Customer's location and the Telephone Company's Local Switching Center.

The Telephone Company must notify the Customer of the:

1. Meet Point Billing option that will be used;
2. Telephone company(s) that will render the bill(s);
3. Carrier(s) to whom payment should be remitted; and
4. Carrier(s) that will provide the bill inquiry function. The Telephone Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Telephone Company shall provide this notice in writing 30 days in advance of any changes in the arrangement.

The Telephone Company will handle the ordering, rating and billing of Access Services under this Tariff where more than one LEC is involved in the provision of Access Services, as follows:

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- (A) The Telephone Company must receive an order for Feature Group B or Feature Group D Switched Access Service, as defined herein, ordered to the Telephone Company's Local Switching Center through a switch operated by another LEC. In addition, the Customer will also be required to submit a copy of the order as specified by the LEC that operates the switch.
- (B) Separate bills will be rendered by the LEC and Telephone Company for Terminating FG B or Feature Group D Access Service.
- (C) The Multiple Bill option allows all companies providing service to bill the Customer for their portion of a jointly provided access service. Each company will determine its portion of the Switched Transport as set forth below:
 - 1. Determine the applicable charges and bill in accordance with its Tariff;
 - 2. Include all recurring and nonrecurring rates and charges of its Tariff; and
 - 3. Forward the bill to the Customer.
- (D) The Customer will remit the payments directly to each company.
- (E) Meet Point Billing Mileage Calculation - Each company's portion of the Switched Transport mileage will be determined as follows:
 - 1. For Switched Access Tandem-Switched Transport Services, determine the appropriate Tandem-Switched Transport total miles by computing the number of miles from the access tandem to the serving wire center in the Access Area (i.e., end user serving wire center, or WATS Serving Office), using the V&H method as set forth in the NECA Tariff FCC No. 4.
 - 2. Determine the billing percentage (BP), as set forth in the NECA Tariff FCC No. 4. This represents the portion of the Service provided by each company.
 - 3. For Switched Access Tandem-Switched Transport;
 - (a) Multiply the number of access minutes of use times the number of airline miles as set forth in (1), times the BP of each company as set forth in (2), times the Tandem-Switched Transport rate;
 - (b) Multiply the Tandem-Switched Transport - Termination rate times the number of access minutes times the quantity of terminations.
- (F) Where the Tandem-Switched Transport is provided by more than one telephone company, the Tandem-Switched Transport - Termination rate applies for the termination at the Telephone Company end of the Tandem-Switched Transport (i.e., the first point of switching or the end office serving the end user). The Tandem-Switched Transport - Termination rate will not apply when the Telephone Company is the intermediate provider of the Switched Transport.
- (G) The Telephone Company in whose territory the end office is located shall bill the Shared Trunk Port for Tandem-Switched Transport.
- (H) For tandem routed trunks, the dedicated trunk port shall be billed by the Telephone Company owning the tandem. For end office direct routed trunks, the dedicated trunk port

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shall be billed by the Telephone Company owning the end office on a or multiple bill, single Tariff meet point billing arrangement.

8.2. Meet Point Billing

When the Switched Transport facility (Tandem-Switched Transport) is provided by more than one telephone company, the following regulations apply for Switched Access when the End Office is in the Telephone Company's Territory:

1. Distance sensitive transport provided by the Telephone Company will be rated according to the rates specified in this tariff for the Telephone Company's end office.
2. The transport termination provided by the Telephone Company will be rated according to the rates specified in this tariff to the Telephone Company's end office.

8.3. Rating and Billing of Service

Each company will provide its portion of the access service based on the regulations, rates and charges contained in its respective access service Tariff, subject to the following, as appropriate. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Telephone Company's rates and charges will apply to traffic originating from the LEC's Tandem and terminating at the End User's Premises, and vice versa.

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