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A Professional Limited Liability Company

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March 29, 2006

Via Overnight Mail

Ms. Rene Jenkins, Chief  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

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2006 MAR 30 AM 10:11  
PUCO

06-518-TP ACE

RE: Telrite Corporation

Dear Ms. Jenkins:

Enclosed please find an original and ten (10) copies of the Application for New Operating Authority (ACE) submitted on behalf of Telrite Corporation. The Applicant requests authority to provide facilities-based local exchange services within Ohio.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed envelope provided.

If you should have any questions regarding this filing, please do not hesitate to call.

Sincerely,

*Monica B. Haab*

Monica B. Haab *mb*

MBH/rph  
Enclosure

This is to certify that the images appearing are an  
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**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of \_\_\_\_\_  
Telrite Corporation \_\_\_\_\_  
to operate as a Competitive Local Exchange Carrier \_\_\_\_\_

Case No. 06 - 518 - TP - ACE

Name of Registrant(s) Telrite Corporation  
DBA(s) of Registrant(s) None  
Address of Registrant(s) 14230 Lochridge Blvd. Suite K. Covington, GA 30014  
Company Web Address www.telrite.com  
Regulatory Contact Person(s) Michael Geoffroy, Regulatory Contact Phone 678-202-0829 Fax 678-202-1305  
Regulatory Contact Person's Email Address michael.geoffroy@telrite.com  
Contact Person for Annual Report Michael Geoffroy, Regulatory Contact Phone 678-202-0829  
Consumer Contact Information Randy Poulson, Customer Service Manager Phone 678-202-0832  
Date \_\_\_\_\_ TRF Docket No. \_\_\_\_\_ - CT-TRF or \_\_\_\_\_ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (XC) ☐ ILEC ☒ CLEC ☐ CMRS ☐ AOS  
☐ Other (explain) \_\_\_\_\_

*NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services  
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☒ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page.  
☐ a. Switched Local ☒ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 25 (CTR) on page two of this form for all other contract filings.*
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service  
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set forth in 95-845-TP-COI)  
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)  
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)  
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)  
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)  
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)  
☐ vi. Grandfather service (30-day approval, 10 copies)  
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)  
☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*  
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)  
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service  
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application  
☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)  
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services  
*NOTE: Notifications do not require or imply Commission Approval.*  
☐ a. New End User Service (0-day notice, 10 copies)  
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)  
☐ c. Withdrawal of service (0-day notice, 10 copies)

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☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
- ☐ a. Tier 1      ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
- ☐ Paper Tariff      ☐ Electronic Tariff. If electronic, provide the tariff's web address: \_\_\_\_\_

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
- CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input checked="" type="checkbox"/> both resold and facilities-based services.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input checked="" type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input checked="" type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input checked="" type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input checked="" type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input checked="" type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input checked="" type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input checked="" type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input checked="" type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input checked="" type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input checked="" type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input checked="" type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the ILECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input checked="" type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: <a href="http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357">http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357</a> ).
<input checked="" type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. <b>If Mirroring Large ILEC</b> exchanges for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <b>serving and local calling areas</b> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☒ I+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]



IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Randy Poulson, Customer Service Manager; Ph. 678-202-0832; Fx. 678-202-0764

14230 Lochridge Blvd., Unit K, Covington, GA 30014

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Michael Geoffroy, Corporate Counsel; Ph. 678-202-0829; Fx. 678-202-1305

14230 Lochridge Blvd., Unit K, Covington, GA 30014

*NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

None.

**AFFIDAVIT**

**Compliance with Commission Rules and Service Standards**

I am an officer of the applicant corporation, Telrite Corporation, and am authorized to make this statement  
(Name of Company)  
on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3-18-2006 at Melaine, LA  
(Date) (Location)

Nancy B. Hoab, Jr. 3/18/06  
\*(Signature and Title) (Date)  
attorney for applicant

*\* This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

**VERIFICATION**

I, Darryl E. Davis By N. Hoab verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Nancy B. Hoab, Jr. 3/18/06  
\*(Signature and Title) (Date)  
attorney for applicant

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**PUBLIC UTILITIES COMMISSION OF OHIO**

**LOCAL EXCHANGE CARRIER**

**Registration Form for ACE  
Section II and III Exhibits**

**Telrite Corporation  
PUCO Case No. 06-\_\_-TP-ACE**

# **EXHIBIT 1**

## **Service Requirements Form for NEC**

## TELEPHONE SERVICE REQUIREMENTS FORM

Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. **SALES TAX** (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

[x] 2. **MTSS TARIFF REQUIREMENTS**

[x] The provider attests that its tariffs include:

- o provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- o Toll Caps (choose one):
  - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
  - ☐ not applicable since the provider has not chosen to incorporate toll caps.
- o language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- o language regarding residential service guarantors, as cited in 4901:1-5-14;
- o language regarding subscriber bills, as cited in 4901:1-5-15;
- o language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,
- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☒ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

☒ 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction

Provider's Name: Telrite Corporation  
Case No. 05-xxx-TP-ACE  
Case No. 05 - \_\_\_\_\_ - TRF  
Issued: 08/03/2005  
(Date Filled)

4/7/2003

with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[x] 4. **1+ INTRALATA PRESUBSCRIPTION – Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

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

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

Provider's Name: Telrite Corporation  
Case No. 05-xxx-TP-ACE  
Case No. 05 - \_\_\_\_\_ - TRF  
Issued: 08/03/2005  
(Date Filled)

4/7/2003

## ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

--	Initial line, trunk, or port	\$5.00
--	Additional line, trunk, or port	\$1.50

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):☒ 1. ***DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE***

Applicable to all telephone companies offering message toll service (MTS) (See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
  - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange,



- customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
- ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
- iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

## ☒ 2. **EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

☐ **3. ALTERNATIVE OPERATOR SERVICES**

The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

(A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

- (1) Local operator-assisted calls:

For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.

(2) MTS provided in conjunction with AOS:

For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

Mileage Band	Initial Minute	Each Additional Minute
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$ .36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:  
For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.
- (2) IntraLATA and interLATA intrastate toll service calls:  
For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

☒ 4. ***LIMITATION OF LIABILITY***

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

☒ 5. ***TERMINATION LIABILITY***

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

☒ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☒ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☒ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

**Disconnection Procedures**

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

**Staff Notice**

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department

Provider's Name: Telrite Corporation  
Case No. 05-xxx-TP-ACE  
Case No. 05 - \_\_\_\_\_ - TRF  
Issued: 08/03/2005  
(Date Filed)

4/7/2003

informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2**

**Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

**Disconnection Procedures**

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

**Disconnection Notice**

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

## **EXHIBIT 2**

### **A Copy of the Registrant's Proposed Tariff**

**Telrite Corporation**  
**PUCO Case No. 06-\_\_\_-TP-ACE**



**Telrite Corporation**  
P.U.C.O. NO. 2

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PUCO NO. 1

**Telrite Corporation**

<u>Competitive Telecom Services</u>	<u>Page Reference</u>
Local Exchange Services	39
Long Distance Services	

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ISSUED: August 4, 2005

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Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
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**Telrite Corporation**

P.U.C.O. NO. 2

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by SBC Ohio as listed below.

Aberdeen	Dayton	Lewisville	North Royalton
Akron	Donnelsville	Lindsey	Norwich
Alliance	Dresden	Lisbon	Olmsted Falls
Alton	Dublin	Lockbourne	Painesville
Arabia	Duffy	London	Perrysburg
Atwater	East Liverpool	Louisville	Philo
Barnesville	East Palestine	Lowellville	Piqua
Beallsville	Enon	Magnolia-Waynesburg	Pitchin
Beavercreek	Fairborn	Manchester [SUM]	Rainsboro
Bedford	Findlay	Mantua	Ravenna
Belfast	Fletcher-Lena	Marietta	Reynoldsburg
Bellairre	Fostoria	Marlboro	Rio Grande
Bellbrook	Franklin	Marshall	Ripley
Belpre	Fremont	Martins Ferry-Bridgeport	Rogers
Berea	Fultonham	Massillon	Rootstown
Bethesda	Gahanna	Maumee	Roseville
Bloomington	Gallipolis	Medway	Rushville
Bloomington	Gates Mills	Mentor	Salem
Bowersville	Girard	Miamisburg-W. Carrollton	Salineville
Brecksville	Glenford	Middletown	Sandusky
Burton	Gnadenhutten	Milledgeville	Sebring
Canal Fulton	Graysville	Mingo Junction	Sedalia
Canal Winchester	Greensburg	Mogadore	Sharon
Canfield	Grove City	Monroe	Shawnee
Canton	Groveport	Montrose [CUY]	Somersett
Carroll	Guyan	Murray City	Somerton
Castalia	Harrisburg	Navarre	South Charleston
Cedarville	Hartsville	Nelsonville	South Soton
Centerville [MOT]	Hillcrest	New Albany	South Vienna
Chagrin Falls	Hilliard	New Carlisle	Spring Valley
Cheshire	Hillsboro	New Holland	Springfield
Chesterland	Holland	New Lexington	St. Clairsville
Christiansburg	Hubbard	New Matamoras	Steubenville
Clarington	Independence	New Riegel	Strongsville
Cleveland	Ironton	New Waterford	Sugar Grove
Columbiana	Jamestown	Newcomerstown	Sugar Tree Ridge
Columbus	Jeffersonville	Newport	Terrace
Conesville	Kent	Niles	Thornville
Coming	Kirtland	North Canton	Tiffin
Coshocton	Lancaster	North Hampton	Toledo
Dalton	Leetonia	North Jackson	Toronto
Danville [HIG]	Leroy	North Lima	

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P.U.C.O. NO. 2

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DESCRIPTION OF SERVICE AREA (contd.)

SBC Ohio Exchanges Continued:

Tremont City  
Trenton  
Trinity  
Uhrichsville  
Uniontown  
Upper Sandusky  
Vandalia

Victory  
Vinton  
Walnut  
Washington Court House  
Wellsville  
West Jefferson  
West Lafayette

Westerville  
Whitehouse  
Wickliffe  
Willoughby  
Winchester  
Woodsfield  
Worthington

Xenia  
Yellow Springs-Clifton  
Youngstown  
Zanesville

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Issued under authority of the Public Utilities Commission of Ohio,  
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**Telrite Corporation**  
P.U.C.O. NO. 2

DESCRIPTION OF SERVICE AREA (contd.)

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Celina	Greenwich	Mechanicsburg
Albany	Chatham	Guysville	Mechanicstown
Amanda	Chesapeake	Hamersville	Medina
Amesville	Cheshire Center	Hanoverton	Mendon
Amsterdam	Circleville	Harlem Springs	Milan
Antwerp	Clarksville	Harpster	Millersport
Arlington	Clyde	Haskins-Tontogany	Mineral City
Ashland	Coldwater	Hayesville	Minerva
Ashley	Congress	Helena	Minster
Ashville	Convoy	Hicksville	Monroeville
Athens	Cooperdale	Higginsport	Montpelier
Attica	Crestline	Homerville	Montrose [SUM]
Baltic	Creston	Huron	Morning Sun
Baltimore	Curtice-Oregon	Idaho	Morral
Barlow	Decatur	Jackson	Mount Blanchard
Beach City	Delaware	Jenera	Mount Orab
Beaver	Dellroy	Jewett	Mowrystown
Bellevue	Dexter City	Kelleys Island	Nevada
Bergholz	Dillinvale-Mt. Pleasant	Kilbourne	New Bremen
Berlin	East Rochester	Knoxville	New Burlington
Berlin Heights	Edgerton	La Rue	New Concord
Bettsville	Edon	Lakeville	New Lebanon
Beverly	Elmore	Laura	New London
Blanchester	Englewood	Laurelville	New Marshfield
Bloomville	Evansport	Leesburg	New Philadelphia
Bolivar	Farmersville	Letart Falls	New Vienna
Bowerston	Fayette	Lewisburg	New Washington
Bowling Green	Felicity	Liberty	Ney
Bremen	Flushing	Lodi	North Baltimore
Brewster	Forest	Logan	North Eaton
Brilliant	Fort Recovery	Loudonville	North Georgetown
Brookville	Freeport	Lowell	North Star
Brunswick	Galion	Lower Salem	Norwalk
Bryan	Garrettsville	Lynchburg	Oak Harbor
Burbank	Genoa	Malvern	Oak Hill
Byesville	Georgetown	Manchester [ADA]	Oberlin
Cadiz	Gibsonburg	Marblehead	Ohio City
Caldwell	Grafton	Maria Stein	Ostrander
Cambridge	Grand Rapids	Marion	Oxford
Carey	Gratis	Martinsville	Paris
Carrollton	Green Camp	McArthur	Payne
Catawba	Greenfield	McComb	

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Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
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**Telrite Corporation**

P.U.C.O. NO. 2

**DESCRIPTION OF SERVICE AREA (contd.)****Verizon North Exchanges Continued:**

Peebles	Redhaw	Strasburg	West Alexandria
Pemberville	Republic	Sugar Creek	West Milton
Perrysville	Resaca	Summerfield	West Salem
Phillipsburg	Richmond	Sylvania	West Union
Piketon	Richwood	The Plains	West Unity
Pioneer	Russellville	Tiltonsville	Westfield Center
Plain City	Sabina	Tipp City	Weston
Pleasantville	Sardinia	Trotwood	Wharton
Plymouth	Savannah	Troy	Wilkesville
Polk	Scio	Valley City	Willard
Pomeroy	Scott	Van Buren	Williamsport
Port Clinton	Seaman	Wadsworth	Willshire-wren
Port William	Seville	Wakeman	Wilmington
Portland	Shade	Waldo	Wilmot
Portsmouth	Sharon Center	Warsaw	Winona
Prospect	Sinking Spring	Watertown	Woodstock
Put-In-Bay	Smithfield	Waverly	Yorkshire
Radnor	Spencer	Wayne-Bradner	
Rathbone	Spencerville	Wellington	
Rawson	St. Mary's	Wellston	

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 Michael Geoffroy, Corporate Counsel  
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**Telrite Corporation**  
P.U.C.O. NO. 2

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**CHECK SHEET**

All pages of this tariff are effective as of the date shown on the bottom of the page. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

Page	Revision	Date
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
18	Original	
19	Original	
20	Original	
21	Original	
22	Original	
23	Original	
24	Original	
25	Original	

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**ISSUED: August 4, 2005****EFFECTIVE:**

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Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**  
P.U.C.O. NO. 2

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**CHECK SHEET (CONT'D)**

Page	Revision	Date
26	Original	
27	Original	
28	Original	
29	Original	
30	Original	
31	Original	
32	Original	
33	Original	
34	Original	
35	Original	
36	Original	
37	Original	
38	Original	
39	Original	
40	Original	
41	Original	
42	Original	
43	Original	
44	Original	
45	Original	
46	Original	
47	Original	
48	Original	
49	Original	
50	Original	
51	Original	
52	Original	
53	Original	

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Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**

P.U.C.O. NO. 2

**TABLE OF CONTENTS**

TITLE SHEET .....	1
DESCRIPTION OF SERVICE AREA .....	2
CHECK SHEET .....	6
TABLE OF CONTENTS .....	8
EXPLANATION OF SYMBOLS .....	10
APPLICATION OF TARIFF .....	11
1. DEFINITIONS .....	12
2. REGULATIONS .....	16
2.1 Undertaking of the Company .....	16
2.1.1 Scope .....	16
2.1.2 Shortage of Equipment or Facilities .....	16
2.1.3 Terms and Conditions .....	16
2.1.4 Liability of the Company .....	19
2.1.5 Notification of Service-Affecting Activities .....	21
2.1.6 Provision of Equipment & Facilities .....	22
2.1.7 Non-routine Installation .....	23
2.1.8 Ownership of Facilities .....	23
2.1.9 Telecommunications Service Priority .....	23
2.2 Prohibited Uses .....	23
2.3 Obligations of the Customer .....	24
2.3.1 General .....	24
2.3.2 Claims .....	26
2.4 Customer Equipment and Channels .....	26
2.4.1 General .....	26
2.4.2 Station Equipment .....	26
2.4.3 Interconnection of Facilities .....	27
2.4.4 Inspections .....	27
2.5 Payment Arrangements .....	28
2.5.1 Payment for Service .....	28
2.5.2 Billing and Collection of Charges .....	28
2.5.3 Disputed Bills .....	29
2.5.4 Advance Payments .....	29
2.5.5 Deposits .....	30
2.5.6 Denial or Disconnection of Local or Toll Service .....	31
2.6 Subscriber Billing Adjustments .....	32
2.7 Cancellation of Service .....	33
2.7.1 Cancellation of Application for Service .....	33
2.7.2 Cancellation of Service by the Customer .....	33

ISSUED: August 4, 2005

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014



**Telrite Corporation**

P.U.C.O. NO. 2

**TABLE OF CONTENTS (Cont'd)**

	PAGE NO.
<b>2. REGULATIONS (Cont'd)</b>	
2.8 Transfers and Assignments .....	33
2.9 Notices and Communications .....	34
2.10 Universal Emergency Number Service – 9-1-1 .....	35
<b>3. SERVICE DESCRIPTIONS</b>	36
3.1 Local Exchange Service .....	36
3.1.1 Local Calling Areas .....	36
3.1.2 General .....	36
3.1.3 Class of Service .....	36
3.1.4 Basic Service .....	37
3.1.5 Optional Calling Features .....	37
3.2 Local Exchange Service Rates and Charges .....	37
3.2.1 Local Flat Rate Service .....	37
3.2.2 Local Measured Service .....	38
3.2.3 Non-recurring Charges .....	39
3.2.4 Custom Calling Features .....	39
3.2.5 Advanced Custom Calling Features .....	40
3.3 Reserved for Future Use .....	41
3.4 Disconnection .....	41
3.5 Customer Requested Call Blocking .....	41
3.6 Reserved for Future Use .....	41
3.7 Directory Assistance .....	42
3.7.1 Charges .....	42
3.7.2 Credits .....	42
3.8 Directory Listings .....	43
3.8.1 Limits .....	43
3.8.2 Refusals .....	43
3.8.3 Designations .....	43
3.8.4 General .....	43
3.8.5 Primary Listing .....	43
3.8.6 Additional Directory Listings .....	43
3.9 Emergency Services (Enhanced 911) .....	43
3.10 Service Connection Assistant .....	44
3.10.1 General .....	44
3.10.2 Regulations .....	44
<b>4. LONG DISTANCE SERVICES</b>	45
4.1 MTS Service .....	45
4.2 Inbound Service (8XX) .....	45
4.3 Travel Card Service .....	45
4.4 Payphone Surcharge .....	45
<b>5. PROMOTIONAL OFFERINGS</b>	46
<b>6. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS</b>	46
<b>7. SERVICE AREA MAP</b>	47

ISSUED: August 4, 2005

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
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**Telrite Corporation**  
P.U.C.O. NO. 2

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C - To signify changed regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

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**Telrite Corporation**  
P.U.C.O. NO. 2

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Telrite Corporation to Customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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**Telrite Corporation**  
P.U.C.O. NO. 2

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**1. Definitions**

**Account Codes:** Allows a User to allocate local calls to a digital, non-verified account code.

**Advance Payment:** Payment of all or part of a charge required before the start of service.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Call Forward Busy:** Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forward No Answer:** Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

**Call Forward Variable:** Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Hold:** Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

**Call Park:** Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

**Call Pickup:** Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Call Transfer/Consultation/Conference:** Provides the capability to transfer or add a third party, using the same line.

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

**Call Waiting Cancel:** Allows a User to cancel the Call Waiting feature on a per call basis by dialing a two digit code.

**Calling Number Delivery:** Identifies the 10-digit number of the calling party.

**Calling Number Delivery Blocking:** Blocks the delivery of the number to the called party on a per call or per line basis.

**Class of Service (COS):** Used to prevent a Station from dialing certain codes and numbers.

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Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
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**Telrite Corporation**  
P.U.C.O. NO. 2

1. Definitions (contd.)

**Company:** GoBell Communications, Inc., which is the issuer of this tariff.

**Commission:** The Public Utilities Commission of Ohio.

**Conference/Six-Way:** The User can sequentially call up to five other people and add them together to a six-way call.

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

**Customer Group Dialing Plan:** A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

**Dial Pulse (DP):** The pulse type employed by rotary dial Station sets.

**Direct Inward Dialing (DID):** A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

**Do Not Disturb:** Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

**Hunting:** Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interexchange Utility:** A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection (LIDL):** LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

**Local Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

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EFFECTIVE:

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**Telrite Corporation**  
P.U.C.O. NO. 2

---

1. Definitions (Cont'd)

**Mbps:** Megabits, or million of Bits, per second.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

**Most Idle Trunk Selection (MIDL):** MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The term "off-hook" denotes the active condition of a telephone exchange service line.

**On-Hook:** The term "on-hook" denotes the idle condition of a telephone exchange service line.

**Originating Off-Net:** A call terminating on and placed via non-company owned or leased facilities.

**Originating On-Net:** A call terminating on and placed via company owned or company leased facilities.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Presubscription:** an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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**Telrite Corporation**  
P.U.C.O. NO. 2

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**1. Definitions (Cont'd)**

**Service Order:** A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

**Services:** The Company's telecommunications services offered on the Company's network.

**Speed Call:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

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

**User:** A Customer or any other person authorized by the Customer to use service provided under this tariff.

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## Telrite Corporation

P.U.C.O. NO. 2

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### 2. Regulations

#### 2.1 Undertaking of the Company

##### 2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

##### 2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

##### 2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer.

Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Business Customers may be required to enter into written or verbal Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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**Telrite Corporation**

P.U.C.O. NO. 2

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**2. Regulations (contd.)**

**2.1 Undertaking of the Company (contd.)**

- 2.1.3.3 At the expiration of the initial term specified in each Business Customer Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written or oral notification. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Inclusion of early termination liability by the company in this tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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**Telrite Corporation**

P.U.C.O. NO. 2

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**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.3 Terms and Conditions (Cont'd)**

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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**Telrite Corporation**  
P.U.C.O. NO. 2

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**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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## Telrite Corporation

P.U.C.O. NO. 2

### 2. Regulations (Cont'd)

#### 2.1 Undertaking of the Company (Cont'd)

##### 2.1.4 Liability of the Company (Cont'd)

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood or other catastrophes; 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 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 any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. The Company will comply with MTSS and Commission orders regarding acts of God.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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**Telrite Corporation**

P.U.C.O. NO. 2

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**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS). Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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**Telrite Corporation**

P.U.C.O. NO. 2

**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.6 Provision of Equipment and Facilities**

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer.

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment; or

(c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**Telrite Corporation**

P.U.C.O. NO. 2

**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.7 Non-routine Installation**

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

**2.1.8 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

**2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

**2.2 Prohibited Uses**

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

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

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**Telrite Corporation**  
P.U.C.O. NO. 2

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**2. Regulations (Cont'd)**

**2.3 Obligations of the Customer**

**2.3.1 The Customer shall be responsible for:**

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). 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 Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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EFFECTIVE:

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**Telrite Corporation**  
P.U.C.O. NO. 2

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**2. Regulations (Cont'd)**

**2.3 Obligations of the Customer (contd.)**

**2.3.1 The Customer shall be responsible for: (contd.)**

(f) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for 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 of the Company;

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

(h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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EFFECTIVE:

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**Telrite Corporation**

P.U.C.O. NO. 2

**2. Regulations (Cont'd)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.2 Claims**

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

(a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company's underlying carrier(s).

**2.4.2 Station Equipment**

**2.4.2.1** The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

**2.4.2.2** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
Michael Geoffroy, Corporate Counsel  
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**Telrite Corporation**

P.U.C.O. NO. 2

**2. Regulations (Cont'd)**

**2.4 Customer Equipment and Channels (Cont'd)**

**2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

**2.4.4 Inspections**

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment.

No credit will be allowed for any interruptions occurring during such inspections. Credits will be made in accordance with the MTSS.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**Telrite Corporation**

P.U.C.O. NO. 2

**2. Regulations (Cont'd)****2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

**2.5.1.1 Taxes:** The Customer is responsible for the payment of all state, local and 911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

**2.5.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customers. All billing and collection procedures will comply with MTSS 4901:1-5-15.

**2.5.2.1** All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

**2.5.2.2** The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

**2.5.2.3** For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**2.5.2.4** Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

**2.5.2.5** Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

<u>Min.</u>	<u>Max.</u>
\$0.01	\$25.00

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**Telrite Corporation**

P.U.C.O. NO. 2

**2. Regulations (Conf'd)**

**2.5 Payment Arrangements (Conf'd)**

**2.5.3 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill by calling 1-866-890-4135 or by writing to Telrite Corporation, Customer Service, 14500 Lochridge Blvd., Suite D, Covington, Georgia 30014. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure at the following address:

In the event that the Company is unable to resolve a disputes properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio as follows:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215  
1-800-686-7826 (toll free)

- 2.5.3.1 The date of the dispute shall be the date the Company receives sufficient notification to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.5.4 Advance Payments**

The Company may require a Customer to make an Advance Payment for special construction before a specific services or facility is furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

ISSUED: August 4, 2005

EFFECTIVE:

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**Telrite Corporation**

P.U.C.O. NO. 2

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

The Company's procedures for collecting deposits will comply with MTSS 4901:1-5-13.

- 2.5.5.1 Applicants for service whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, or existing Customer's who have had 2 delinquent payments in a consecutive 12 month period may be required to provide the Company with a security deposit. All deposits will be collected and handled in accordance with the provisions of the Rule 4901: 1-17 of the Ohio Administrative Code and Rule 4901:1-5-14 and 4901:1-5-13 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to:

- (a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

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**Telrite Corporation**

P.U.C.O. NO. 2

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (cont'd.)

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive months of payment.

2.5.6 Denial or disconnection of local and toll service.

Carrier may discontinue service or cancel an application for service without incurring any liability as follows:

- A. For nonpayment of toll services in accordance with 4901:1-5-17(B).
- B. For nonpayment of local service in accordance with 4901:1-5-17(A).
- C. With prior notice in cases not involving nonpayment as set forth in Rule 4901:1-5-17(D) and (E).
- B. Without prior notice in cases not involving nonpayment as forth in Rule 4901:1-5-17(G).
- C. Payment schedule and disconnection procedures for nonpaymnet will comply with Rule 4901:1-5-17(K).
- D. The Company will follow the procedures for reconnection of service provided in Rules 4901:1-5-17(M).

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**

P.U.C.O. NO. 2

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2. Regulation (Cont'd)

2.6 Subscriber Billing Adjustments.

- 2.6.1 The Company's terms and conditions for applying subscriber credits due to extended out-of-service conditions are set forth in Rule 4901:1-5-16(A) and (B).
- 2.6.2 The Company's terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion are set forth in Rules 4901:1-5-16(D) and (E).
- 2.6.3 The Company's terms and conditions for applying subscriber credits due to omission of a directory listing are set forth in Rules 4901:1-5-16(F).
- 2.6.4 The Company's terms and conditions for providing subscriber refunds for prior overcharges and collecting for prior undercharges are as set forth in Rule 4901:1-5-16(G).
- 2.6.5 The Company's terms and conditions for credit exceptions are set forth in Rule 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014



**Telrite Corporation**

P.U.C.O. NO. 2

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2. Regulations (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 When a contract basis customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a contract basis customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their contracted service, and then the Company does incur such expenses, the contract customer will be responsible for the expenses incurred. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.2 Cancellation of Service by the Customer

If a contract basis Customer cancels a Service Order or terminates a services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**  
P.U.C.O. NO. 2

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2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All Company invoices and notices required to be given pursuant to this tariff will be in writing. Notices and other written communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**Telrite Corporation**

P.U.C.O. NO. 2

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**2. Regulations (Cont'd)**

**2.10 Universal Emergency Number Service – 9-1-1**

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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Michael Geoffroy, Corporate Counsel  
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**Telrite Corporation**  
P.U.C.O. NO. 2

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**3. Service Descriptions**

**3.1 Local Exchange Service**

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

**3.1.1** Exchange Areas Served and associated Local Calling Areas: Exchanges where the Company's local exchange service is available is stated in this tariff. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

**3.1.2** The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

**3.1.3** Class of Service: The Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.

**3.1.3.1** Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

**3.1.3.2** Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**

P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)****3.1 Local Exchange Service (Cont'd)**

- 3.1.4 Basic Service - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing  
 One Directory Listing plus One Directory  
 Presubscription (both IntraLATA and InterLATA)  
 Calling number delivery blocking/per call  
 Toll restriction  
 900/976 Blocking, upon request

- 3.1.5 Optional Calling Features – are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

**3.2 Local Exchange Service - Rates and Charges**

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

**3.2.1 Local Flat Rate Service****A. Rate Band 1**

	Business MRC Maximum	Residential MRC Maximum	Tier
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

**B. Rate Band 2**

	Business MRC Maximum	Residential MRC Maximum	Tier
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

**C. Rate Band 3**

	Business MRC Maximum	Residential MRC Maximum	Tier
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

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**Telrite Corporation**  
P.U.C.O. NO. 2

## 3. Service Descriptions (Cont'd)

## 3.2 Local Exchange Service Rates and Charges (Cont'd)

## 3.2.2 Local Measured Rate Services

## A. Rate Band 1

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

## B. Rate Band 2

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

## C. Rate Band 3

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

ISSUED: August 4, 2005

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**Telrite Corporation**

P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)****3.2 Local Exchange Service Rates and Charges (Cont'd)****3.2.3 Non-Recurring Charges**

	<u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 <sup>st</sup> Line	\$100.00	1-Core
Exchange Access Line, 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$100.00	1-Noncore
Service Change, 1 <sup>st</sup> Line	\$100.00	1-Core
Service Change 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$100.00	1-Noncore

**3.2.4 Custom Calling Service Features**

Charges per line:

	<u>Maximum</u>		
	<u>MRC</u>	<u>NRC</u>	<u>Tier</u>
Call Forwarding (CF) Variable	-	-	2
CF Anywhere	-	-	2
CF Don't Answer	-	-	2
CF Busy Line	-	-	2
Call Waiting	\$20.00	\$20.00	1-Noncore
Call Waiting Deluxe	-	-	2
Three-way Calling	-	-	2
Speed Calling - 8 number	-	-	2
Speed Calling - 30 number	-	-	2
Call Transfer	-	-	2
Talking Call Waiting	-	-	2
Message Waiting Indicator	-	-	2
Distinctive Ring			
1 number	-	-	2
2 numbers	-	-	2

ISSUED: August 4, 2005

EFFECTIVE:

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**  
P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)****3.2 Local Exchange Service Rates and Charges (Cont'd)****3.2.5 Advanced Custom Calling Features**

	<u>Maximum</u>		<u>Tier</u>
	<u>MRC</u>	<u>NRC</u>	
Repeat Dialing	-	-	2
Priority Call	-	-	2
Priority Forward	-	-	2
Call Block	-	-	2
Call Return	-	-	2
Caller ID	-	-	2
Per Call Number Privacy	N/C	N/A	1-Core
Per Line Number Privacy			
Each non-published line, on request	\$20.00	\$20.00	1-Noncore
Each line other than non-published	\$20.00	\$20.00	1-Noncore
Call Trace	\$20.00	\$20.00	1-Noncore
Calling Name (w/ ACR)	-	-	2
Calling Name and Number (w/ ACR)	-	-	2
Anonymous Call Rejection (ACR)	-	-	2
Reveal Privacy Management	-	-	2
Quiet Time	-	-	2

**Pay Per Use**

	<u>Maximum</u>
Call Trace, successful	\$5.00

ISSUED: August 4, 2005

EFFECTIVE:

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Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014



**Telrite Corporation**

P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)**

3.3 Reserved for future use.

## 3.4 Reconnection Charge

Charged on an account disconnected for non-payment in accordance with MTSS and the provisions of this tariff.

	<u>Maximum</u>	<u>Tier</u>
Residence and Non-residence, 1 <sup>st</sup> Line	\$50.00	1-Core
Residence and Non-residence, 2 <sup>nd</sup> and 3 <sup>rd</sup> Line	\$50.00	1-Noncore
Residence and Non-residence, 4 <sup>th</sup> Line and above	-	2

## 3.5 Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

	<u>Tier</u>
Per line, per request	2

3.6 Reserved for future use.

ISSUED: August 4, 2005

EFFECTIVE:

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 Michael Geoffroy, Corporate Counsel  
 14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**

P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)****3.7 Directory Assistance**

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within or outside of its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.7.1 Each call to Directory Assistance will be charged as follows:

	<u>Tier</u>
Local DA usage, Per call	2
National DA service	2
DA Call Completion	2

3.7.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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**Telrite Corporation**

P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)****3.8 Directory Listings**

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.8.1 Limits.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.8.2 Refusals.** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. Customer Initials or nicknames are allowed.
- 3.8.3 Designations.** Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.8.4 General.** In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.8.5 Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided free of charge in connection with each Customer's service as specified herein.

**3.8.6 Additional Directory Listings**

	<u>NRC Maximum</u>	<u>MRC Maximum</u>	<u>Tier</u>
Additional Listing	-	-	2
Non-published	\$20.00	\$20.00	1-Noncore

- 3.9 Emergency Services (Enhanced 911):** Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

ISSUED: August 4, 2005

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
 Dated \_\_\_\_\_, 2005, in Case No. xx-xxx-TP-ACE  
 Michael Geoffroy, Corporate Counsel  
 14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**

P.U.C.O. NO. 2

**3. Service Descriptions (Cont'd)****3.10 Service Connection Assistance****3.10.1 General:****3.10.1.1**

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- a. Waiver of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial waiver of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

**3.10.2 Regulations****3.10.2.1**

Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

- a. Home Energy Assistance Program (HEAP);
- b. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

**3.10.2.2**

The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.10.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

**3.10.2.3**

Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

**3.10.2.4**

Service Connection Assistance is available for all grades of service.

**3.10.2.5**

Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

**3.10.2.6**

Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.

**3.10.2.7**

Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

ISSUED: August 4, 2005

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Michael Geoffroy, Corporate Counsel

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**Telrite Corporation**

P.U.C.O. NO. 2

**4. Long Distance Service Offerings**

The Company provides the following long distance services:

**4.1 Message Toll Service (MTS)**

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code issued by the Company.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/minute	\$1.00/minute

**4.2 Inbound Service (8XX)**

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/minute	\$1.00/minute

**4.3 Travel Card Service**

Allows subscribers to place calls by gaining access to the network via an 800 number and personal identification number (PIN) number issued by the Company.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/minute	\$1.00/minute

**4.4 Pay Telephone (Payphone) Surcharge**

A surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/call	\$1.00/call

ISSUED: August 4, 2005

EFFECTIVE:

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 Michael Geoffroy, Corporate Counsel  
 14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**

P.U.C.O. NO. 2

5. Promotional Offerings

Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

6. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

ISSUED: August 4, 2005

EFFECTIVE:

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**  
P.U.C.O. NO. 2

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**7. Service Area Maps**

**7.1 SBC Ohio Service Area Map**

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**Telrite Corporation**  
P.U.C.O. NO. 2

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**7. Service Area Maps (contd.)**

**7.2 Verizon North Service Area Map**

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ISSUED: August 4, 2005

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014



**Telrite Corporation**

P.U.C.O. NO. 2

**PRICE LIST****1. Local Exchange Service – Rates and Charges****1.1 Flat Rate Service**

A.	Rate Band 1	Business	Residential
		<u>MRC</u>	<u>MRC</u>
	First Line	\$46.25	\$16.95
	Additional Lines	\$46.25	\$16.95
B.	Rate Band 2	Business	Residential
		<u>MRC</u>	<u>MRC</u>
	First Line	\$48.00	\$17.95
	Additional Lines	\$48.00	\$17.95
C.	Rate Band 3	Business	Residential
		<u>MRC</u>	<u>MRC</u>
	First Line	\$49.75	\$18.95
	Additional Lines	\$49.75	\$18.95

**1.2 Measured Rate Service**

A.	Rate Band 1	Business	Residential
		<u>MRC</u>	<u>MRC</u>
	First Line	\$30.25	\$8.80
	Additional Lines	\$30.25	\$8.80
B.	Rate Band 2	Business	Residential
		<u>MRC</u>	<u>MRC</u>
	First Line	\$32.00	\$9.25
	Additional Lines	\$32.00	\$9.25
C.	Rate Band 3	Business	Residential
		<u>MRC</u>	<u>MRC</u>
	First Line	\$33.75	\$9.75
	Additional Lines	\$33.75	\$9.75

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**Telrite Corporation**

P.U.C.O. NO. 2

**PRICE LIST (contd.)****1.3 Non-Recurring Charges**

	<u>Business NRC</u>	<u>Residence NRC</u>
Exchange Access Line, per line	\$49.75	\$25.70
Service Change	\$12.25	\$12.25

**1.4 Custom Calling Service Features****Charges per line:**

	<u>Business</u>		<u>Residence</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
Call Forwarding (CF) Variable	\$5.00	\$8.50	\$4.00	\$8.50
CF Anywhere	\$7.00	\$8.50	\$5.00	\$8.50
CF Don't Answer	\$3.00	\$8.50	\$1.75	\$8.50
CF Busy Line	\$3.00	\$8.50	\$1.75	\$8.50
Call Waiting	\$5.75	\$8.50	\$6.00	\$8.50
Call Waiting Deluxe	\$5.75	\$8.50	\$6.00	\$8.50
Three-way Calling	\$4.00	\$8.50	\$4.00	\$8.50
Speed Calling - 8 number	\$4.00	\$8.50	\$4.00	\$8.50
Speed Calling - 30 number	\$4.00	\$8.50	\$4.00	\$8.50
Call Transfer	\$4.00	\$8.50	\$4.00	\$8.50
Talking Call Waiting	N/A	-	\$3.00	\$8.50
Message Waiting Indicator	\$0.25	\$8.50	\$0.25	\$8.50
Distinctive Ring				
1 number	\$4.00	\$8.50	\$4.00	\$8.50
2 numbers	\$4.00	\$8.50	\$4.00	\$8.50

**Pay Per Use**

	<u>Business</u>	<u>Residential</u>
Three-way Calling	\$0.95	\$0.95

ISSUED: August 4, 2005

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**Telrite Corporation**

P.U.C.O. NO. 2

**PRICE LIST (contd.)****1.5 Advanced Custom Calling Features**

	<b>Business</b>		<b>Residence</b>	
	<b>MRC</b>	<b>NRC</b>	<b>MRC</b>	<b>NRC</b>
Repeat Dialing	\$4.00	\$8.50	\$4.00	\$8.50
Priority Call	\$4.00	\$8.50	\$4.00	\$8.50
Priority Forward	\$4.00	\$8.50	\$4.00	\$8.50
Call Block	\$4.00	\$8.50	\$4.00	\$8.50
Call Return	\$4.00	\$8.50	\$4.00	\$8.50
Caller ID	\$6.00	\$8.50	\$7.00	\$8.50
Per Call Number Privacy	N/C	N/A	N/C	N/A
Per Line Number Privacy				
Each non-published line, on request	N/C	\$6.50	N/C	\$6.50
Each line other than non-published	\$1.00	\$6.50	\$1.00	\$6.50
Call Trace	N/A	\$6.50	N/C	\$6.50
Calling Name (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Calling Name and Number (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Anonymous Call Rejection (ACR)	\$4.00	\$8.50	\$4.00	\$8.50
Reveal Privacy Management	\$4.00	\$8.50	\$4.00	\$8.50
Quiet Time	N/A	N/A	\$4.00	\$8.50

**Pay Per Use**

	<b>Business</b>	<b>Residential</b>
Repeat Dialing	\$0.95	\$0.95
Call Return	\$0.95	\$0.95
Call Trace, successful	\$1.50	\$1.50

ISSUED: August 4, 2005

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**Telrite Corporation**  
P.U.C.O. NO. 2

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PRICE LIST (contd.)

2. Long Distance Service

2.1 Outbound 1+ Service

\$0.0495 per minute.

Billed in 6 second increments with an 18 second minimum.

2.2 Inbound 8XX Service

Service subject to a \$2.95 service charge for monthly usage less than \$20.00.

Per minute rate: \$0.0495

Billed in 6 second increments with an 18 second minimum.

Monthly Service Charge: \$1.00 per toll free number.

2.3 Travel Card Service

Cards are established with a \$50.00 monthly limit, and international calling is not allowed. However, arrangements can be made to accommodate the need for a higher monthly limit or international calling on a case by case basis.

Rate Per Minute: \$0.0990

Billed in 6 second increments with a 30 second minimum.

Set up fee of \$1.00 per card.

2.4 Pay Telephone Surcharge

\$0.35/call.

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

**Telrite Corporation**  
P.U.C.O. NO. 2

PRICE LIST (contd.)

3. Directory Assistance

Each call to Directory Assistance will be charged as follows:

		<u>Per Call</u>
Local DA	\$0.50	
Long Distance DA	\$1.25	

4. Dishonored Check Charge

\$20.00 per occurrence.

5. Directory Listings

		<u>NRC</u>		<u>MRC</u>
Additional Listing	\$12.37		\$4.50	
Non-published	\$12.37		\$1.96	

6. Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

		<u>Business</u>		<u>Residence</u>
Per line, per request	\$11.80		\$11.80	

7. Emergency 9-1-1 Charges

These charges vary by county where Emergency 9-1-1 is available and are a pass through of the charge approved by the Public Utilities Commission of Ohio for the respective ILEC whose services the Company is reselling.

8. Telephone Service Assistance

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

9. Reconnection Charge

\$35.00

ISSUED: August 4, 2005

EFFECTIVE:

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Michael Geoffroy, Corporate Counsel  
14500 Lochridge Blvd., Suite D, Covington, GA 30014

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## **EXHIBIT 3**

### **Statement Affirming Notification of Ohio Department of Taxation**

The Ohio Department of Taxation has been notified of the Registrant's intended operations, and a copy of the notification is attached hereto.

Telrite Corporation  
PUCO Case No. 06-\_\_-TP-ACE

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NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

Leon L. Nowalsky  
Benjamin W. Bronston  
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3500 North Causeway Boulevard  
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Metairie, Louisiana 70002  
Telephone: (504) 832-1984  
Facsimile: (504) 831-0892

Monica Borne Haab  
EllenAnn G. Sands  
Philip R. Adams, Jr.

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Of Counsel  
Bruce C. Betzer

August 3, 2005

Ohio Department of Taxation  
Public Utilities Tax  
30 E. Broad Street  
21st Floor  
Columbus, Ohio 43266-0030

RE: Telrite Corporation

Dear Sirs:

Please accept this letter as notification that Telrite Corporation intends to operate as a local exchange telephone utility within the State of Ohio. Telrite currently holds a CTS certificate in Ohio and operates as a long distance reseller.

The Company's contact is Mr. Michael Geoffroy, Corporate Counsel, Telrite Corporation, 14500 Lochridge Blvd., Suite D, Covington, Georgia 30014; Telephone No. (678) 202-0829; Fax No. (678) 202-1305.

Sincerely,



Monica Borne Haab

cc: Ohio Public Utilities Commission

## **EXHIBIT 4**

### **Brief Description of Services Proposed**

The Registrant proposes to operate as a reseller and facilities based provider of local exchange service. The Registrant intends to offer basic local exchange service throughout the geographic area served by its underlying local exchange service provider to residential and business customers.



## **EXHIBIT 5**

### **Method of Provision of Service**

The Applicant intends to provide local exchange services on a resale and facilities based basis. Facilities will be limited to offering unbundled network elements from the ILEC.

## **EXHIBIT 6**

### **Statement of Current IXC CTS Held by Registrant**

The Registrant currently has CTS authority under Certificate Number 90-6184 issued on May 24, 2004 and CLEC Resale authority under Certificate Number 90-9314 issued on September 1, 2005.

## **EXHIBIT 7**

### **Statement of Public Interest**

The introduction of competition into an industry previously monopolized results in a reduction of the prices consumers pay for goods and services. When competition is introduced into markets that are served by a single provider, the consumer benefits by a way of efficient pricing, improved service quality and expanded product and service capabilities.

The objective of the Federal Telecommunications Act of 1996 is to foster the development of competition in the local market so that consumers will be afforded the foregoing benefits. Pursuant to the Act, barriers to local service entry are prohibited and parameters for competition in local exchange markets are established. Because the Company will be able to offer a broad range of services to customers wherever the incumbent LECs offer appropriate wholesale tariffs, the Company's entry into the local service market will serve to foster competition.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service. Those local providers that offer consumers the most cost effective products will gain market share. In contrast, local providers whose products do not meet the needs of consumers will lose market share and will ultimately, be eliminated from the industry.

Further, granting of this Registration will be beneficial to all classes of customers. The Company currently offers competitive local exchange services to both residential and business customers throughout the geographic service area of its underlying ILEC, and will be able to offer unbundled network elements to customers once certified as a facilities-based CLEC.

The Company's entry into the facilities-based local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve nearly all of the local exchange customers in the State. Moreover, exchange services competition will stimulate the demand for value added services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately enhance their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange services as well as facilities based competitive local exchange providers.

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## **EXHIBIT 8**

### **Description of Proposed Market Area**

The Company intends to provide local exchange service throughout the geographic service area of its underlying service provider(s), currently SBC Ohio and Verizon North.

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## **EXHIBIT 9**

### **Description of the Class of Customers to be Served**

The Company intends to provide facilities-based local exchange service to residential and business customers.

## **EXHIBIT 10**

### **Documentation Attesting to Registrant 's Financial Viability**

- 1.) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources is attached hereto.
- 2.) A copy of the Applicant's most current available Balance Sheet and actual Income Statement evidencing its financial capability is attached. A pro forma income statement is also attached.
- 3.) The Applicant has attached a current bank statement to support its cash and funding sources.

**Telrite Corporation**  
**Balance Sheet**  
**For the Year Ending December 31, 2004**  
**(Unaudited)**

	<u>AMOUNT</u>	<u>% OF TOTAL ASSETS</u>
CASH AVAILABLE	\$ 795,040	33.4%
ACCOUNTS RECEIVABLE	\$ 1,158,317	48.6%
PREPAID EXPENSES	\$ 10,241	0.4%
DEFERRED COST	\$ -	0.0%
<b><i>TOTAL CURRENT ASSETS</i></b>	<b>\$ 1,963,598</b>	<b>82.5%</b>
 PROPERTY PLANT & EQUIPMENT - OTHER	 \$ 523,000	 22.0%
LESS: ACCUMULATED DEPRECIATION	\$ (110,125)	-4.6%
<b>NET P P &amp; E</b>	<b>\$ 412,875</b>	<b>17.3%</b>
 CERTIFICATE of DEPOSIT: RESTRICTED	 \$ -	 0.0%
DEPOSITS	\$ 5,000	0.2%
INTANGIBLE ASSETS (NET OF AMORTIZATION) (2yrs)	\$ -	0.0%
 <b>TOTAL ASSETS</b>	 <b><u>\$ 2,381,473</u></b>	 <b><u>100.0%</u></b>
  ACCTS PAYABLE & ACCRUED LIABILITIES	  \$ 952,035	  -40.0%
UNEARNED REVENUE	\$ -	0.0%
CURRENT PORTION LONG TERM DEBT	\$ -	0.0%
NOTES PAYABLE	\$ 2,908,390	-122.1%
 <b><i>TOTAL CURRENT LIABILITIES</i></b>	 <b>\$ 3,860,425</b>	 <b>-162.1%</b>
 LONG TERM DEBT	 \$ -	 0.0%
 STOCK INCL ADDITIONAL P-I-C	 \$ 100	 0.0%
PREFERRED STOCK (INCLUDING ESCROW)	\$ -	0.0%
DEFERRED COMPENSATION (NET OF AMORTIZATION)(2 yrs)	\$ -	0.0%
CURRENT YEAR EARNINGS	\$ 2,254,982	-94.7%
RETAINED EARNINGS	\$ (3,734,034)	156.8%
<b><i>TOTAL EQUITY</i></b>	<b>\$ (1,478,952)</b>	<b>-62.1%</b>
 <b>TOTAL LIABILITIES and EQUITY</b>	 <b><u>\$ 2,381,473</u></b>	 <b><u>-100.0%</u></b>

Telrite Corporation  
Income Statement  
For the Year Ending December 31, 2004  
(Unaudited)

	<u>December 31, 2004</u>	<u>% OF REVENUE</u>
REVENUES	\$ 7,736,814.67	100.0%
COST of SALES	<u>\$ 3,768,035.00</u>	<u>48.7%</u>
GROSS PROFIT	\$ 3,968,779.67	51.3%
<b>EXPENSES:</b>		
Supplies & Office Expense	\$ 37,146.00	0.5%
Office Maintenance	\$ 37,918.00	0.5%
Commissions	\$ 479,210.00	6.2%
Rent - Office Space	\$ 15,600.00	0.2%
Billing Fees	\$ 284,964.00	3.7%
Legal & Accounting fees	\$ 87,420.00	1.1%
Salaries & Benefits	\$ 571,171.00	7.4%
Independent Contractors and Contract Labor	\$ 118,710.00	1.5%
Telephone & Utilities	\$ 11,573.00	0.1%
Postage	\$ 7,617.00	0.1%
License fees and other fees	\$ 16,490.00	0.2%
Other expenses	<u>\$ 45,043.00</u>	<u>0.6%</u>
TOTAL SG&A	\$ 1,712,862.00	22.1%
EBITDA	\$ 2,255,917.67	29.2%
Depreciation		0.0%
Amortization		<u>0.0%</u>
EBIT	\$ 2,255,917.67	29.2%
Interest expense	\$ 936	0.0%
Interest & other Income	<u>\$ -</u>	<u>0.0%</u>
INCOME BEFORE TAXES	\$ 2,254,981.67	29.1%
Income Tax Expense (Benefit)	<u>\$ -</u>	<u>0.0%</u>
NET INCOME	\$ 2,254,981.67	29.1%





**See Reverse for Branch Locations  
and phone numbers**

# Introduction

TELRITE CORPORATION  
POST OFFICE BOX 2207  
COVINGTON GA 30015

04/30/05

0000127340

PG 1

178

17B  
\*\*\* CHECKING \*\*\* BUSINESS CRG

ACCOUNT NUMBER 0000127340

PREVIOUS STATEMENT BALANCE AS OF 03/31/05

PLUS 79 DEPOSITS AND OTHER CREDITS

LESS	218	CHECKS AND OTHER DEBITS ..
------	-----	----------------------------

LESS  
CYCLE SERVICE CHARGE

**CURRENT STATEMENT BALANCE AS OF 04/30/05**

NUMBER OF DAYS IN THIS STATEMENT PERIOD

597.642.36

771.397.11

951.668.03

11. BO

417.348.64

**CYCLES-031**

\*\*\* CHECK TRANSACTIONS \*\*\*

SERIAL	DATE	AMOUNT
3208*	04/04	5.28✓
3278*	04/21	50.00✓
3386*	04/04	252.69✓
3387	04/01	27.91✓
3400*	04/14	72.00✓
3429*	04/12	765.28✓
3439*	04/13	54.20✓
3440	04/04	2.16✓
3460*	04/01	8,650.94✓
3462*	04/01	1,186.23✓
3465*	04/04	4.05✓
3466	04/11	.50✓
3470*	04/08	9.97✓
3471	04/07	7.63✓
3472	04/21	6.30✓
3473	04/11	3.67✓
3474	04/14	3.25✓
3475	04/06	2.69✓
3476	04/14	2.53✓
3477	04/06	82.03✓
3478	04/07	129.83✓
3479	04/01	346.63✓
3481*	04/01	152.63✓
3489*	04/12	5.00✓
3490	04/04	16.24✓
3492*	04/11	13.45✓
3493	04/08	65.70✓
3495*	04/07	25.00✓
3496	04/04	25.00✓
3497	04/14	108.15✓
3498	04/04	1.67✓
3499	04/07	4.10✓
3501*	04/04	13.60✓
3502	04/08	21.68✓
3503	04/03	86.85✓
3504	04/06	75.35✓
3505	04/04	60.31✓
3506	04/04	112.89✓
3507	04/04	343.40✓
3508	04/04	351.13✓
3509	04/01	8,650.94✓
3510	04/05	225.00✓
3511	04/04	1,350.00✓
3512	04/04	46.60✓
3513	04/20	34.06✓
3514	04/06	11,671.70✓
3515	04/06	27,145.58✓
3517*	04/11	34.18✓

SERIAL	DATE	AMOUNT
3518	04/06	585.00v
3519	04/08	585.00v
3520	04/01	162.50v
3521	04/05	150.00v
3523*	04/06	2,510.00v
3524	04/05	246.00v
3525	04/06	215.00v
3526	04/13	102.00v
3529*	04/05	8,722.69v
3530	04/04	1,446.27v
3531	04/07	117.23v
3532	04/04	13.65v
3533	04/18	715.00v
3534	04/06	595.99v
3535	04/06	1,420.88v
3536	04/08	1,616.83v
3537	04/05	31.43v
3538	04/13	4,000.00v
3539	04/11	22,001.77v
3540	04/07	74.00v
3541	04/18	2.00v
3542	04/21	239.60v
3543	04/14	60.07v
3544	04/13	50.72v
3545	04/20	20.55v
3546	04/15	8.28v
3547	04/21	4.82v
3548	04/20	5.02v
3551*	04/15	91.56v
3552	04/11	233.41v
3553	04/19	125.00v
3554	04/08	200,000.00v
3555	04/08	10,000.00v
3556	04/13	8.85v
3557	04/08	1,212.72v
3558	04/20	751.70v
3559	04/18	100.00v
3560	04/20	5.64v
3561	04/21	50.00v
3562	04/26	200.00v
3563	04/18	250.32v
3564	04/14	260.00v
3565	04/15	40.45v
3566	04/18	2,300.00v
3567	04/18	50.00v
3568	04/18	22,364.59v
3569	04/15	7,184.14v
3572*	04/18	91.01v

## **EXHIBIT 11**

### **Evidence of Registrant 's Technical and Managerial Expertise**

The Registrant currently provides resold interexchange service in over forty states. Registrant's technical and managerial ability is evidenced by the experience of its officers as set forth in the profiles submitted as Exhibit 11.

Additionally, the Registrant proposes to operate as a facilities-based provider of local exchange services to the extent that it will offer unbundled elements from the underlying service provider(s). Therefore, the actual facilities used will generally be those of the underlying carrier, making the Applicant's technical capability equivalent of the underlying provider.

## **Michael G. Geoffroy**

### **WORK EXPERIENCE:**

#### **January 2005 – Present:**

*Telrite Corporation*

Corporate Counsel and Director of Compliance responsible for acting as liaison with Public Service Commissions and other governmental agencies, as well as handling all general corporate legal matters for Telrite.

#### **September 2001 – December 2004:**

*Moulton & Tarrer, LLC*

Associate Attorney in a full service law firm. Responsible for handling various types of legal cases.

#### **June – August, 2000:**

*Gerry, Friend and Sopranov*

Summer intern for a telecommunications law firm. Assisted in handling various legal issues for clients in the telecommunications industry.

#### **June – December 1997:**

*Interlink Telecommunications*

Sales Associate for a prepaid local service provider.

### **EDUCATIONAL BACKGROUND:**

**June 2001**

Juris Doctorate from University of Georgia School of Law.

**June 1998**

B.S.B.A in Marketing, Warrenton School of Business, University of Florida.

**Resume**  
**Darryl E. Davis**

**Education**

1994	MCI- switched & dedicated training C&W- switched & dedicated training
1987-1988	Kaolin School of Aviation Commercial Pilot - Airplane single and multi-engine instrument Flight Instructor - Airplane single engine land Airline Transport Pilot
1977-1979	South Georgia Vocational and Trade School Degree in Electronics
1976-1977	Louisville High School
1973-1976	Brentwood High School

**Career Experience**

1994 to present	Telrite: Sales, Customer Service, Agent Support, and Technical Support
1988-1994	Jet Food Stores of Ga.: Regional Director of Operations and Corporate Pilot.
1987-1988	Washington County Air Service: Pilot, Flight Instructor, mechanic
1986-1987	Swainsboro Financial services Inc.: Manager, Vice President
1985-1986	Anglo American Clay: Lab Technician
1980-1985	Jefferson County Finance Co.: Manager
1980-1985	Jefferson County Motor Co.: Sales manager
1977-1981	Barker and Associates: Land Survey, Laborer 3 years, Foreman 1 year

## **EXHIBIT 12**

### **Documentation Indicating the Registrant's Corporate Structure and Ownership**

The Registrant is a corporation organized under the laws of the State of Georgia on February 1, 2000. Articles of Incorporation are attached.

The Registrant has no parent company, subsidiaries or other affiliates.

The company is owned as follows:

Darryl E. Davis 100%

SECRETARY OF STATE  
CORPORATIONS DIVISION  
315 West Tower  
#2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0005243  
EFFECTIVE DATE: 02/01/2000  
COUNTY: JEFFERSON  
REFERENCE: 0093  
PRINT DATE: 02/01/2000  
FORM NUMBER: 311

JOHN R. MURPHY, III  
190 EAST 7TH STREET  
P.O. BOX 31  
LOUISVILLE, GA 30434

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

COMMUNITIES CORPORATION  
A DOMESTIC PROFIT CORPORATION

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

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



*Cathy Cox*

Cathy Cox  
Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**  
**TELRITE CORPORATION**

**ARTICLE I**

The name of the Corporation is TELRITE CORPORATION.

**ARTICLE II**

The Corporation is organized pursuant to the Georgia Business Corporation Code.

**ARTICLE III**

The Corporation shall have perpetual duration.

**ARTICLE IV**

The Corporation shall have authority to issue 50,000 shares of stock.

**ARTICLE V**

The initial registered office of the Corporation shall be at 190 East Seventh Street, Louisville, Jefferson County, Georgia 30434, and the initial registered agent of the Corporation at such address shall be John R. Murphy III.

ARTICLE VI


The name and address of the incorporator is:

Darryl E. Davis  
812 Peachtree Street  
Louisville, GA 30434

ARTICLE VII

The mailing address of the initial principal office of the Corporation shall be 812 Peachtree Street, Louisville, GA 30434.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this \_\_\_\_ day of January, 2000.

  
John R. Murphy III  
Georgia Bar Number 530900  
Attorney for Incorporator

OF COUNSEL:

ABBOT, MURPHY AND HARVEY, P.C.  
190 EAST SEVENTH STREET  
POST OFFICE BOX 31  
LOUISVILLE, GEORGIA 30434  
(912) 625-7281

SECRETARY OF STATE  
FEB 1 10 50 AM '00  
S. J. C.





LEWIS A. MASSEY  
Secretary of State

CORPORATIONS DIVISION

Suite 315, West Tower  
2 Martin Luther King Jr., Drive  
Atlanta, Georgia 30334-1530

Corporate Information via the Internet - <http://www.sos.state.ga.us>  
(404) 656-2817

CATHY COX  
Assistant Secretary of S  
Operations

WARREN H. RAY  
Director

TRANSMITTAL INFORMATION  
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

000524

DOCKET	DATE	RECEIVED
CODE	FILED	RECEIVED
TYPE CODE		

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.  
(INSTRUCTIONS ARE ON BACK OF THIS FORM)

1. 190537  
Corporate Name Reservation Number  
TELRITE CORPORATION  
Corporate Name
2. John R. Murphy III (912) 625-7281  
Applicant/Attorney Telephone Number  
190 East Seventh Street, P. O. Box 31  
Address  
Louisville GA 30434  
City State Zip Code
3. 812 Peachtree Street Louisville GA 30434  
Principal Office Mailing Address City State Zip Code
4. John R. Murphy III  
Name of Registered Agent in Georgia  
190 East Seventh Street  
Registered Office Street Address in Georgia  
Louisville Jefferson GA 30434  
City County State Zip Code
5. Darryl E. Davis  
Name of Incorporator  
812 Peachtree Street  
Address of Incorporator  
Louisville GA 30434  
City State Zip Code
6. I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publishing fee of \$40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.  
Mail or deliver to the Secretary of State, at the above address, the following:  
1) This transmittal form  
2) The original and one copy of the Articles of Incorporation  
3) a filing fee of \$80.00 payable to Secretary of State.

*John R. Murphy III*  
Authorized Signature

11/28/00

Date

FILING FEES ARE NON - REFUNDABLE

## **EXHIBIT 13**

### **Information Regarding Similar Operations**

Telrite Corporation is currently certified and operating as a n interexchange telecommunications provider in Alabama, Arizona, Arkansas, California, Colorado, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Telrite has also obtain certification to offer local exchange service in California, Iowa, Indiana, Maine, Massachusetts, Montana, Rhode Island, Texas, Washington, West Virginia and Wisconsin.

## **EXHIBIT 14**

### **Maintaining Local Telephony Records in Accordance with GAAP**

The Applicant agrees to maintain local telephony records separate and apart from any other accounting records in accordance with GAAP, pursuant to Rule 4901:1-6-09(E)(4), Ohio Administrative Code (O.A.C.).

## **EXHIBIT 15**

### **Verification of Compliance with any Affiliate Transaction Requirements**

The Registrant does not currently have any affiliates, but agrees to comply with all affiliate transaction requirements within the State of Ohio should it have any affiliates in the future.

## **EXHIBIT 17**

### **Explanation as to Whether Rates are Derived Through Interconnection Agreement, Retail Tariff, or Resale Tariffs**

Rates are derived from retail tariffs.

## **EXHIBIT 18**

### **Explanation as to Which Service Areas the Company Currently has an Approved Interconnection Agreement or Resale Agreement**

The Company has an approved interconnection agreements with SBC Ohio and Verizon North.

---

## **EXHIBIT 19**

### **Applicant's Intentions Regarding Offering of Prepaid Local Services**

The Applicant does not intend to provide local services which require payment in advance of customer receiving dial tone.

## **EXHIBIT 20**

### **Letters Requesting Negotiation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a Proposed Timeline for Construction, Interconnection, and Offering of Services to End Users**

The Applicant currently has Agreements established with Verizon North and SBC Ohio. Applicant intends to provide facilities-based local exchange services within the State of Ohio within sixty (60) days of certification by this Commission. The Applicant is obtaining facilities-based authority in order to offer unbundled network elements from the ILECs. The Applicant will not construct or deploy any facilities with the State of Ohio.



## **EXHIBIT 21**

### **Certification From Ohio Secretary of State as to Party's Proper Standing**

Evidence of the Company's foreign qualification with the Ohio Secretary of State is attached hereto.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/07/2003	200312603512	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

NOWALSKY, BRONSTON & GOTHARD, APLLC  
3500 N. CAUSEWAY BLVD.  
SUITE 1442  
METAIRIE, LA 70002

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1386256

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**TELRITE CORPORATION**

and, that said business records show the filing and recording of:

Document(s)

**FOREIGN LICENSE/FOR-PROFIT**

Document No(s):

**200312603512**

Authorization to transact business in Ohio is hereby given, until surrender, expiration or  
cancellation of this license.



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 6th day of May, A.D. 2003.

*J. Kenneth Blackwell*  
Ohio Secretary of State

## **EXHIBIT 22**

### **List of Names, Addresses and Phone Numbers of Officers and Directors**

Darryl E. Davis  
CEO/Director  
14500 Lochridge Blvd.  
Unit D  
Covington, GA 30014  
Ph. (678) 625-7720

## **EXHIBIT 23**

### **Sample Copy of Customer Bill and Disconnect Notice**

## TELRITE CORPORATION

P.O. Box 2207  
Covington, GA 30015

☐ Check here for change of address

CUSTOMER NAME  
ADDRESS LINE 1  
ADDRESS LINE 2

### Remittance Section

Service Period mm/dd/yy through mm/dd/yy

Customer Name <insert>  
Account Number 00001  
Past Due Amount .00  
Current Charges <insert>  
Due Date <insert>  
Total Amount Due: <insert>

Amount Paid \$ \_\_\_\_\_

Mail Check or money order to: Telrite Corporation  
P.O. Box 2207  
Covington, GA 30015

*Please detach and return above portion with your payment*

### Summary of Account

Local Service Charges \$

Long Distance Charges \$

\$

Total Current Charges \$

Previous Bill  
Payment Received  
Adjustments  
Past Due Amount

Total Amount Due  
Due Date mm/dd/yy

### Detail of Payments and Adjustments

Payments must arrive by the due date to be considered timely.

Date Description Adjustments Payments

Totals:

### TELRITE CORPORATION

Account Number:  
Statement Date:

NONPAYMENT OF LONG DISTANCE TOLL CHARGES WILL NOT RESULT IN DISCONNECTION OF LOCAL SERVICE.

For questions about your bill, please call  
Customer Service at 1-866-890-4135

**TELRITE CORPORATION**

Account Name

Account Number

Bill Date

**Current Charges**Amount

Basic Local Service

Optional Features:

Non-recurring Charges:

Long Distance Charges:

Private Line Data Service:

Amount

Regulatory Fees: \*

Total Regulatory Fees \$

Taxes: \*

Total Taxes \$

Total Service Charges

**Itemization of Charges**

CALLS FOR XXX-XXX-XXXX

Date Time Called Location Called Number Minutes Amount

Totals for XXX-XXX-XXXX

\$

\* For an explanation of any Regulatory Fee, Tax or Surcharge listed, please contact Telrite toll free at 1-866-890-4135.

For Customer Service, please call 1-866-890-4135

**TELRITE CORPORATION**

Account Name

Account Number

Bill Date

If your questions are not resolved after you have called Vanco Direct USA, LLC, you may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customers may call the Ohio Consumers Counsel (OCC), toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).

For Customer Service, please call 1-866-890-4135

## Telrite Corporation

## Past Due Notice

<Customer Address>  
<City> <State> <Zip>

<Date>

Account #: <acct number>  
Total Amount Due: <Total Amount Due>

Dear <Customer Name>,

If you have called and made arrangements on your account, are awaiting a credit or have mailed a payment, please disregard this letter.

Your payment owed to Telrite Corporation in the amount of <Balance Forward> for the last billing period is past due. Failure to pay this amount by <Current Invoice Date + 20 days> may result in disconnection of your long distance toll service on or after <Current Invoice Date + 20 days>. Non-payment of toll charges or any non-regulated charges will not result in the disconnection of your local exchange telephone service.

To avoid disconnection of your toll service, please mail your check or money order to:

Telrite Corporation  
<Remittance Address1>  
<Remittance Address2>

If you would like you can contact customer service <Toll Free Number> (toll free) to arrange payment by Master Card, Visa and Check by Phone.

If it becomes necessary to suspend your services please be aware that there will be a \$10.00 reconnection fee per account.

If your payment will be delayed please contact Customer Service immediately at <Toll Free Number> (toll free) to make specific payment arrangements. Customer service hours are Monday – Friday 8:00 a.m. to 12:00 a.m (EST) and Saturday – Sunday 10:00 a.m. to 11:00 p.m. (EST).

If your questions are not resolved after you have called Telrite Corporation, you may call the public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov). Residential customers may call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m., weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).

Sincerely,

Telrite Corporation

---

Please enclose this portion with your payment.

<Customer Name>  
<Customer Address>  
<City> <State> <Zip>

Account #: <acct number>  
Total Amount Due: <Total Amount Due>



## **EXHIBIT 24**

### **Sample Customer Application for Residential Service**

**Telrite Corporation**  
PO Box 2207, Covington, GA 30015  
Voice 866-890-4135 . Fax 866-545-1475

## TELEPHONE SERVICE APPLICATION

### Billing Name & Address

Billing Name: _____	
Address: _____	
City, State, Zip: _____	
Contact Name: _____	Contact Phone #: _____
Contact E-mail Address: _____	Contact Fax #: _____

### General Organization Information

Business Structure:	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Union or Non-profit
Federal Tax ID Number:	_____	

### Services Requested

Plan # _____	Term _____
--------------	------------

☐ **IntraLATA Service** Where available. I authorize Telrite Corporation to be my Local long distance carrier (Local long distance is considered a toll call made within your Local Access Transport Area, commonly called an IntraLATA call). This will be effective when my jurisdiction has approved IntraLATA competition. I understand my local telephone company can assess a service charge for each line change.

This is the primary phone number that appears on your local telephone bill for the numbers you are requesting service.

Main Billing Telephone Number (BTN) (     ) \_\_\_\_\_  
Will not be switched unless entered below

.....

Numbers you wish to switch service for:	Residential	Business	Local	Long Distance
(     ) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(     ) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(     ) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(     ) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Additional Phone Numbers\* for the same BTN above can be listed on a separate sheet. If you wish other numbers with a different BTN at other locations to be billed on the same account, list those numbers separately and clearly indicate the BTN for those numbers.

**Telrite Corporation**  
PO Box 2207, Covington, GA 30015  
Voice 866-890-4135 . Fax 866-545-1475

### 800 and Calling Card Service

☐ Yes! I Want A New 800 Number \_\_\_\_\_ Have my new 800 number ring to:  
( ) \_\_\_\_\_

☐ Yes! I Want to Switch My Existing 800 Number(s)

800 Number(s)	Ring to Number(s)
( ) _____	( ) _____
( ) _____	( ) _____

My current 800 Carrier is: \_\_\_\_\_  
If you are switching toll free carriers, a separate LOA called  
a Resp Org must be filled out and submitted with this application

**Calling Card 9.9¢ per minute.**  
Can only be ordered with long distance service.

☐ YES! Please issue calling cards with the  
following names.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned is authorized by the above named individual, proprietorship, partnership, or corporation to make the final decision as to the telephone service at the location stated herein, and to sign this order for telephone service.

By signing below, I authorize Telrite Corporation ("Telrite") to act as agent in procuring and providing telephone services, as indicated above, to the location specified herein.

Telrite is further authorized to notify and otherwise interact with existing or previous telecommunications providers for the purpose of obtaining carrier information, account codes, rates and service plans for location(s) designated above, including selection of Resp. Org. for 800 service, until canceled in writing. I understand that a one-time PIC Change Charge may apply each time a change is made in my long distance carrier. I understand that Telrite will not alter the existing local calling plan for this location, unless a change is specifically requested herein. I understand that Local service includes Regional Toll calls, and that each individual telephone number may have only one local and only one long distance carrier designated as the primary service provider.

I grant Telrite authority to perform any credit inquiries related to providing the requested services, and understand that Telrite has the right to reject an order for service for failure to meet its credit standards.

I have read and understand the information contained herein, and agree to have Telrite provide telephone service as described above.

Signature  
Print name

Date  
Title

---

## **EXHIBIT 25**

### **List of Ohio Exchanges Applicant Intends to Serve**

The Applicant intends to service within the SBC Ohio and Verizon North exchanges. A list of these exchanges are attached.

Company Name: Telrite Corporation      Select Only Verizon North  
 dba: \_\_\_\_\_  
 Certificate Number: \_\_\_\_\_

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	X
Verizon North	ADAMS	Seaman	X
Verizon North	ADAMS	West Union	X
Verizon North	ALLEN	Spencerville	X
Verizon North	ASHLAND	Ashland	X
Verizon North	ASHLAND	Hayesville	X
Verizon North	ASHLAND	Loudonville	X
Verizon North	ASHLAND	Perrysville	X
Verizon North	ASHLAND	Polk	X
Verizon North	ASHLAND	Redhaw	X
Verizon North	ASHLAND	Savannah	X
Verizon North	ATHENS	Albany	X
Verizon North	ATHENS	Amesville	X
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	X
Verizon North	ATHENS	New Marshfield	X
Verizon North	ATHENS	Shade	X
Verizon North	ATHENS	The Plains	X
Verizon North	AUGLAIZE	Minster	X
Verizon North	AUGLAIZE	New Bremen	X
Verizon North	AUGLAIZE	St. Marys	X
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	X
Verizon North	BROWN	Hamersville	X
Verizon North	BROWN	Higginsport	X
Verizon North	BROWN	Mount Orab	X
Verizon North	BROWN	Russellville	X
Verizon North	BROWN	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	BUTLER	Oxford	X
Verizon North	CARROLL	Carrollton	X
Verizon North	CARROLL	Delroy	X
Verizon North	CARROLL	Harlem Springs	X
Verizon North	CARROLL	Malvern	X
Verizon North	CARROLL	Mechanicstown	X
Verizon North	CHAMPAIGN	Mechanicsburg	X
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	X
Verizon North	CLINTON	Blanchester	X
Verizon North	CLINTON	Clarksville	X
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X

Verizon North	CLINTON	New Vienna	X
Verizon North	CLINTON	Port William	X
Verizon North	CLINTON	Sabina	X
Verizon North	CLINTON	Wilmington	X
Verizon North	COLUMBIANA	East Rochester	X
Verizon North	COLUMBIANA	Hanoverton	X
Verizon North	COLUMBIANA	North Georgetown	X
Verizon North	COLUMBIANA	Winona	X
Verizon North	COSHOCTON	Cooperdale	X
Verizon North	COSHOCTON	Warsaw	X
Verizon North	CRAWFORD	Crestline	X
Verizon North	CRAWFORD	Galion	X
Verizon North	CRAWFORD	New Washington	X
Verizon North	DARKE	North Star	X
Verizon North	DARKE	Yorkshire	X
Verizon North	DEFIANCE	Hicksville	X
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	X
Verizon North	DELAWARE	Cheshire Center	X
Verizon North	DELAWARE	Delaware	X
Verizon North	DELAWARE	Kilbourne	X
Verizon North	DELAWARE	Ostrander	X
Verizon North	DELAWARE	Radnor	X
Verizon North	DELAWARE	Rathbone	X
Verizon North	ERIE	Berlin Heights	X
Verizon North	ERIE	Huron	X
Verizon North	ERIE	Kelleys Island	X
Verizon North	ERIE	Milan	X
Verizon North	FAIRFIELD	Amanda	X
Verizon North	FAIRFIELD	Baltimore	X
Verizon North	FAIRFIELD	Bremen	X
Verizon North	FAIRFIELD	Millersport	X
Verizon North	FAIRFIELD	Pleasantville	X
Verizon North	FULTON	Fayette	X
Verizon North	GUERNSEY	Byesville	X
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	X
Verizon North	HANCOCK	Jenera	X
Verizon North	HANCOCK	McComb	X
Verizon North	HANCOCK	Mount Blanchard	X
Verizon North	HANCOCK	Rawson	X
Verizon North	HANCOCK	Van Buren	X
Verizon North	HARDIN	Forest	X
Verizon North	HARRISON	Bowerston	X
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X
Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X
Verizon North	HIGHLAND	Lynchburg	X
Verizon North	HIGHLAND	Mowrystown	X

Verizon North	HIGHLAND	Sinking Spring	X
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	X
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	X
Verizon North	HURON	Greenwich	X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	X
Verizon North	HURON	Norwalk	X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	X
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	X
Verizon North	JACKSON	Wellston	X
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North	JEFFERSON	Bergholz	X
Verizon North	JEFFERSON	Brilliant	X
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Verizon North	JEFFERSON	Knoxville	X
Verizon North	JEFFERSON	Richmond	X
Verizon North	JEFFERSON	Smithfield	X
Verizon North	JEFFERSON	Tiltonsville	X
Verizon North	LAWRENCE	Chesapeake	X
Verizon North	LORAIN	Grafton	X
Verizon North	LORAIN	North Eaton	X
Verizon North	LORAIN	Oberlin	X
Verizon North	LORAIN	Wellington	X
Verizon North	LUCAS	Curtice-Oregon	X
Verizon North	LUCAS	Sylvania	X
Verizon North	MADISON	Resaca	X
Verizon North	MARION	Green Camp	X
Verizon North	MARION	Larue	X
Verizon North	MARION	Marion	X
Verizon North	MARION	Morral	X
Verizon North	MARION	Prospect	X
Verizon North	MARION	Waldo	X
Verizon North	MEDINA	Brunswick	X
Verizon North	MEDINA	Chatham	X
Verizon North	MEDINA	Homerville	X
Verizon North	MEDINA	Lodi	X
Verizon North	MEDINA	Medina	X
Verizon North	MEDINA	Seville	X
Verizon North	MEDINA	Sharon Center	X
Verizon North	MEDINA	Spencer	X
Verizon North	MEDINA	Valley City	X
Verizon North	MEDINA	Wadsworth	X
Verizon North	MEDINA	Westfield Center	X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	X

Verizon North	MERCER	Celina	X
Verizon North	MERCER	Coldwater	X
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	X
Verizon North	MERCER	Mendon	X
Verizon North	MIAMI	Laura	X
Verizon North	MIAMI	Tipp City	X
Verizon North	MIAMI	Troy	X
Verizon North	MIAMI	West Milton	X
Verizon North	MONTGOMERY	Brookville	X
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	X
Verizon North	MONTGOMERY	New Lebanon	X
Verizon North	MONTGOMERY	Phillipsburg	X
Verizon North	MONTGOMERY	Trotwood	X
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	X
Verizon North	NOBLE	Dexter City	X
Verizon North	NOBLE	Summerfield	X
Verizon North	OTTAWA	Elmore	X
Verizon North	OTTAWA	Genoa	X
Verizon North	OTTAWA	Marblehead	X
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	X
Verizon North	OTTAWA	Put-In-Bay	X
Verizon North	PAULDING	Antwerp	X
Verizon North	PAULDING	Payne	X
Verizon North	PICKAWAY	Ashville	X
Verizon North	PICKAWAY	Circleville	X
Verizon North	PICKAWAY	Williamsport	X
Verizon North	PIKE	Beaver	X
Verizon North	PIKE	Idaho	X
Verizon North	PIKE	Piketon	X
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	X
Verizon North	PREBLE	Gratis	X
Verizon North	PREBLE	Lewisburg	X
Verizon North	PREBLE	West Alexandria	X
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	X
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X
Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	X
Verizon North	SENECA	Bloomville	X
Verizon North	SENECA	Republic	X
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	X
Verizon North	STARK	Paris	X



Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	X
Verizon North	TUSCARAWAS	Baltic	X
Verizon North	TUSCARAWAS	Bolivar	X
Verizon North	TUSCARAWAS	Mineral City	X
Verizon North	TUSCARAWAS	New Philadelphia	X
Verizon North	TUSCARAWAS	Strasburg	X
Verizon North	TUSCARAWAS	Sugarcreek	X
Verizon North	UNION	Plain City	X
Verizon North	UNION	Richwood	X
Verizon North	VAN WERT	Convoy	X
Verizon North	VAN WERT	Ohio City	X
Verizon North	VAN WERT	Scott	X
Verizon North	VAN WERT	Willshire-Wren	X
Verizon North	VINTON	McArthur	X
Verizon North	VINTON	Wilkesville	X
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	X
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	X
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	X
Verizon North	WILLIAMS	Bryan	X
Verizon North	WILLIAMS	Edgerton	X
Verizon North	WILLIAMS	Edon	X
Verizon North	WILLIAMS	Evansport	X
Verizon North	WILLIAMS	Montpelier	X
Verizon North	WILLIAMS	Pioneer	X
Verizon North	WILLIAMS	West Unity	X
Verizon North	WOOD	Bowling Green	X
Verizon North	WOOD	Grand Rapids	X
Verizon North	WOOD	Haskins-Tontogany	X
Verizon North	WOOD	North Baltimore	X
Verizon North	WOOD	Pemberville	X
Verizon North	WOOD	Wayne-Bradner	X
Verizon North	WOOD	Weston	X
Verizon North	WYANDOT	Carey	X
Verizon North	WYANDOT	Harpster	X
Verizon North	WYANDOT	Nevada	X
Verizon North	WYANDOT	Wharton	X

X

Company Name: Telric Corporation  
 dba:  
 Certificate Number:

Select Only SBC

Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes

ILEC	COUNTY	EXCHANGE	PMA
SBC	ADAMS	Winchester	X
SBC	ATHENS	Nelsonville	X
SBC	BELMONT	Barnesville	X
SBC	BELMONT	Bellaire	X
SBC	BELMONT	Bethesda	X
SBC	BELMONT	Martins Ferry-Bridgeport	X
SBC	BELMONT	Somerton	X
SBC	BELMONT	St. Clairsville	X
SBC	BROWN	Aberdeen	X
SBC	BROWN	Ripley	X
SBC	BUTLER	Middletown	X
SBC	BUTLER	Monroe	X
SBC	BUTLER	Trenton	X
SBC	CHAMPAIGN	Christiansburg	X
SBC	CLARK	Donnelsville	X
SBC	CLARK	Enon	X
SBC	CLARK	Medway	X
SBC	CLARK	New Carlisle	X
SBC	CLARK	North Hampton	X
SBC	CLARK	Pitchin	X
SBC	CLARK	South Charleston	X
SBC	CLARK	South Vienna	X
SBC	CLARK	Springfield	X
SBC	CLARK	Tremont City	X
SBC	COLUMBIANA	Columbiana	X
SBC	COLUMBIANA	East Liverpool	X
SBC	COLUMBIANA	East Palestine	X
SBC	COLUMBIANA	Leetonia	X
SBC	COLUMBIANA	Lisbon	X
SBC	COLUMBIANA	New Waterford	X
SBC	COLUMBIANA	Rogers	X
SBC	COLUMBIANA	Salem	X
SBC	COLUMBIANA	Salineville	X
SBC	COLUMBIANA	Wellsville	X
SBC	COSHOCTON	Conesville	X
SBC	COSHOCTON	Coshocton	X
SBC	COSHOCTON	West Lafayette	X
SBC	CUYAHOGA	Bedford	X
SBC	CUYAHOGA	Berea	X
SBC	CUYAHOGA	Brecksville	X
SBC	CUYAHOGA	Chagrin Falls	X
SBC	CUYAHOGA	Cleveland	X
SBC	CUYAHOGA	Gates Mills	X
SBC	CUYAHOGA	Hillcrest	X
SBC	CUYAHOGA	Independence	X

SBC	CUYAHOGA	Montrose [CUY]	X
SBC	CUYAHOGA	North Royalton	X
SBC	CUYAHOGA	Olmsted Falls	X
SBC	CUYAHOGA	Strongsville	X
SBC	CUYAHOGA	Terrace	X
SBC	CUYAHOGA	Trinity	X
SBC	CUYAHOGA	Victory	X
SBC	ERIE	Bloomington	X
SBC	ERIE	Castalia	X
SBC	ERIE	Sandusky	X
SBC	FAIRFIELD	Carroll	X
SBC	FAIRFIELD	Lancaster	X
SBC	FAIRFIELD	Rushville	X
SBC	FAIRFIELD	Sugar Grove	X
SBC	FAYETTE	Bloomington	X
SBC	FAYETTE	Jeffersonville	X
SBC	FAYETTE	Milledgeville	X
SBC	FAYETTE	Washington Court House	X
SBC	FRANKLIN	Alton	X
SBC	FRANKLIN	Canal Winchester	X
SBC	FRANKLIN	Columbus	X
SBC	FRANKLIN	Dublin	X
SBC	FRANKLIN	Gahanna	X
SBC	FRANKLIN	Grove City	X
SBC	FRANKLIN	Groveport	X
SBC	FRANKLIN	Harrisburg	X
SBC	FRANKLIN	Hilliard	X
SBC	FRANKLIN	Lockbourne	X
SBC	FRANKLIN	New Albany	X
SBC	FRANKLIN	Reynoldsburg	X
SBC	FRANKLIN	Westerville	X
SBC	FRANKLIN	Worthington	X
SBC	GALLIA	Cheshire	X
SBC	GALLIA	Gallipolis	X
SBC	GALLIA	Guyan	X
SBC	GALLIA	Rio Grande	X
SBC	GALLIA	Vinton	X
SBC	GALLIA	Walnut	X
SBC	GEAUGA	Burton	X
SBC	GEAUGA	Chesterland	X
SBC	GREENE	Beavercreek	X
SBC	GREENE	Bellbrook	X
SBC	GREENE	Bowersville	X
SBC	GREENE	Cedarville	X
SBC	GREENE	Fairborn	X
SBC	GREENE	Jamestown	X
SBC	GREENE	Spring Valley	X
SBC	GREENE	Xenia	X
SBC	GREENE	Yellow Springs-Clifton	X
SBC	HANCOCK	Findlay	X
SBC	HIGHLAND	Belfast	X
SBC	HIGHLAND	Danville [HIG]	X

SBC	HIGHLAND	Hillsboro	X
SBC	HIGHLAND	Marshall	X
SBC	HIGHLAND	Rainsboro	X
SBC	HIGHLAND	Sugar Tree Ridge	X
SBC	HOCKING	Murray City	X
SBC	JEFFERSON	Mingo Junction	X
SBC	JEFFERSON	Staubenville	X
SBC	JEFFERSON	Toronto	X
SBC	LAKE	Leroy	X
SBC	LAKE	Mentor	X
SBC	LAKE	Painesville	X
SBC	LAKE	Wickliffe	X
SBC	LAKE	Willoughby	X
SBC	LAWRENCE	Arabia	X
SBC	LAWRENCE	Ironton	X
SBC	LUCAS	Holland	X
SBC	LUCAS	Maumee	X
SBC	LUCAS	Toledo	X
SBC	LUCAS	Whitehouse	X
SBC	MADISON	London	X
SBC	MADISON	Sedalia	X
SBC	MADISON	South Solon	X
SBC	MADISON	West Jefferson	X
SBC	MAHONING	Canfield	X
SBC	MAHONING	Lowellville	X
SBC	MAHONING	North Jackson	X
SBC	MAHONING	North Lima	X
SBC	MAHONING	Sebring	X
SBC	MAHONING	Youngstown	X
SBC	MIAMI	Fletcher-Lena	X
SBC	MIAMI	Piqua	X
SBC	MONROE	Beallsville	X
SBC	MONROE	Clarington	X
SBC	MONROE	Duffy	X
SBC	MONROE	Graysville	X
SBC	MONROE	Lewisville	X
SBC	MONROE	Woodsfield	X
SBC	MONTGOMERY	Centerville [MOT]	X
SBC	MONTGOMERY	Dayton	X
SBC	MONTGOMERY	Miamisburg-W. Carrollton	X
SBC	MONTGOMERY	Vandalia	X
SBC	MUSKINGUM	Dresden	X
SBC	MUSKINGUM	Fultonham	X
SBC	MUSKINGUM	Norwich	X
SBC	MUSKINGUM	Philo	X
SBC	MUSKINGUM	Zanesville	X
SBC	PERRY	Coming	X
SBC	PERRY	Glenford	X
SBC	PERRY	New Lexington	X
SBC	PERRY	Roseville	X
SBC	PERRY	Shawnee	X
SBC	PERRY	Somerset	X

SBC	PERRY	Thornville	X
SBC	PICKAWAY	New Holland	X
SBC	PORTAGE	Atwater	X
SBC	PORTAGE	Kent	X
SBC	PORTAGE	Mantua	X
SBC	PORTAGE	Mogadore	X
SBC	PORTAGE	Ravenna	X
SBC	PORTAGE	Rootstown	X
SBC	SANDUSKY	Fremont	X
SBC	SANDUSKY	Lindsey	X
SBC	SENECA	Fostoria	X
SBC	SENECA	New Riegel	X
SBC	SENECA	Tiffin	X
SBC	STARK	Alliance	X
SBC	STARK	Canal Fulton	X
SBC	STARK	Canton	X
SBC	STARK	Hartville	X
SBC	STARK	Louisville	X
SBC	STARK	Magnolia-Waynesburg	X
SBC	STARK	Marlboro	X
SBC	STARK	Massillon	X
SBC	STARK	Navarre	X
SBC	STARK	North Canton	X
SBC	STARK	Uniontown	X
SBC	SUMMIT	Akron	X
SBC	SUMMIT	Greensburg	X
SBC	SUMMIT	Manchester [SUM]	X
SBC	TRUMBULL	Girard	X
SBC	TRUMBULL	Hubbard	X
SBC	TRUMBULL	Kirtland	X
SBC	TRUMBULL	Niles	X
SBC	TRUMBULL	Sharon	X
SBC	TUSCARAWAS	Gnadenhutten	X
SBC	TUSCARAWAS	Newcomerstown	X
SBC	TUSCARAWAS	Uhrichsville	X
SBC	WARREN	Franklin	X
SBC	WASHINGTON	Belpre	X
SBC	WASHINGTON	Marietta	X
SBC	WASHINGTON	New Matamoras	X
SBC	WASHINGTON	Newport	X
SBC	WAYNE	Dalton	X
SBC	WOOD	Perrysburg	X
SBC	WYANDOT	Upper Sandusky	X
X			

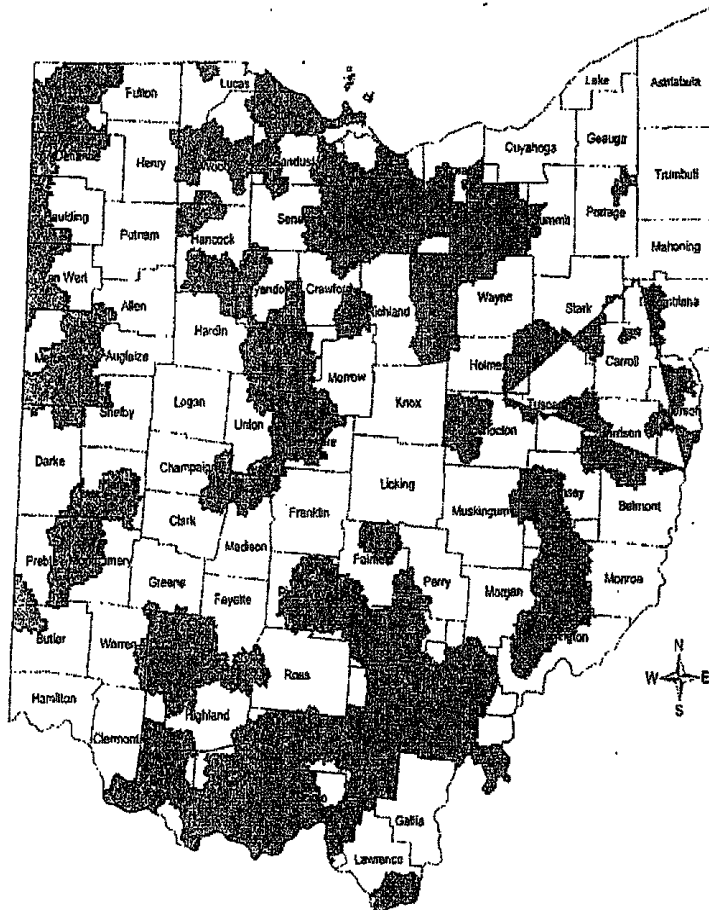
## **EXHIBIT 26**

### **Maps Depicting the Proposed Serving and Calling Areas of the Registrant**

The Company's serving and calling areas will mirror those of SBC Ohio and Verizon North. Maps depicting the SBC Ohio and Verizon North Service Areas in Ohio are attached hereto. The Serving and Calling Areas are specified in the Company's proposed tariff.

# Verizon

(formerly GTE)



0 10 20 40 Miles

# Ameritech Ohio

