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**Lampert, O'Connor & Johnston, P.C.**

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March 30, 2009

*Via Overnight Delivery*

09-282-TP-ACE

The Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street  
Columbus, Ohio 43215

Re: Application of Northeastern ITS, LLC for a Certificate of Public  
Convenience and Necessity to Provide Competitive Telecommunication  
Services in the State of Ohio

---

Dear Sir or Madam:

On behalf of Northeastern ITS, LLC ("Northeastern"), enclosed please find an original and nine (9) copies of the above-referenced Application for filing. Northeastern has filed a Motion for a Protective Order for information contained in Exhibit 4 to its Application, which is filed herein under seal.

Please date-stamp the stamp-and-return copy and return it in the self-addressed envelope. Should you have any questions with respect to this filing, please contact Jennifer Bagg at (202) 887-6230.

Respectfully submitted,



Jennifer P. Bagg  
Counsel for Northeastern ITS, LLC

Enclosures

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**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of Northeastern ITS, LLC )  
for a Certificate of Public Convenience and Necessity to )  
Provide Competitive Telecommunication Services )

TRF Docket No. 90-\_\_\_\_

Case No. 09 - 282 -TP - ACE

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Northeastern ITS, LLC

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 800 Woodlands Pkwy, Suite 118, Ridgeland, MS 39157

Company Web Address N/A

Regulatory Contact Person(s) E. Ashton Johnston

Phone (202) 887-6230 Fax (202) 887-6231

Regulatory Contact Person's Email Address johnston@lojlaw.com

Contact Person for Annual Report Daniel E. Spivey

Phone (601) 206-9951

Address (if different from above) 800 Woodlands Pkwy, Suite 118, Ridgeland, MS 39157

Consumer Contact Information Daniel E. Spivey

Phone (601) 206-9951

Address (if different from above) (same)

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

Motion for waiver(s) filed affecting this case? ☐ Yes ☐ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Northeastern ITS, LLC, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC 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 (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\* 

Jennifer P. Bagg, Counsel for Northeastern ITS, LLC

(Date) 3/26/09

- 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, Jennifer P. Bagg, verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission 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.

\* 

Jennifer P. Bagg, Counsel for Northeastern ITS, LLC

(Date) 3/26/09

*\*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  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793

*Or*

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

*Subscribed & Sworn to before me  
this 26th day of March 2009*



*my commission expires 6-14-10*

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Northeastern ITS,  
LLC for a Certificate of Public Convenience and  
Necessity to Provide Competitive Telecommunication  
Services

Case No. \_\_\_\_\_ - \_\_\_\_\_ -TP - \_\_\_\_\_

Name of Registrant(s) Northeastern ITS, LLC  
DBA(s) of Registrant(s) N/A  
Address of Registrant(s) 800 Woodlands Parkway, Suite 118, Ridgeland, MS 39157

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]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☒ Interexchange Tariff<sup>1</sup> ☐ Local Tariff<sup>1</sup> ☐ Carrier-to-Carrier (Access) Tariff

**Description of Services**

NOTE: All Facilities-Based carriers must file an Access Tariff

<input type="checkbox"/> Service provisioned via Resale	<input type="checkbox"/> Service provisioned via Facilities	<input type="checkbox"/> Both Resold and Facilities-based
<input checked="" type="checkbox"/> Description of Proposed Services	<input checked="" type="checkbox"/> Statement about the provision of CTS services	<input checked="" type="checkbox"/> Description of the proposed market area
<input checked="" type="checkbox"/> Explanation of how the proposed services in the proposed market area are in the public interest.	<input checked="" type="checkbox"/> Description of the class of customers (e.g., residence, business) that the applicant intends to serve	

**Business Requirements**

**Evidence of Registration with:** ☒ Ohio Department of Taxation ☒ Ohio Secretary of State<sup>2</sup> & Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

- ☒ 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.
- ☒ 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
- ☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners.
- ☒ Documentation indicating the applicant's corporate structure and ownership
- ☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

**Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):**

- ☒ Verification of compliance with any affiliate transaction requirements

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☐ interconnection agreement ☐ retail tariffs ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide 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.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [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))
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation Northeastern ITS, LLC  
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on \_\_\_\_\_

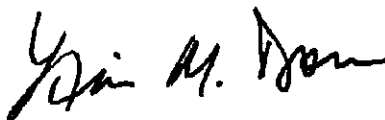
at \_\_\_\_\_



Jennifer P. Bagg  
Counsel for Northeastern ITS, LLC  
(Signature and Title)

3/26/09  
(Date)

Subscribed and sworn to before  
me this 26th day of March 2009



My Commission Expires 6-14-10

**IN THE MATTER OF APPLICATION OF NORTHEASTERN ITS, LLC  
("NORTHEASTERN") FOR A CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY TO PROVIDE COMPETITIVE TELECOMMUNICATION  
SERVICES**

**EXHIBITS**

<b>Exhibit 1</b>	<b>Proposed Tariff for Competitive Telecommunication Services</b>
<b>Exhibit 2</b>	<b>Description of Services</b>
<b>Exhibit 3</b>	<b>Business Requirements</b>
<b>Exhibit 4</b>	<b>Financial Qualifications [FILED UNDER SEAL]</b>
<b>Exhibit 5</b>	<b>Managerial Qualifications and Corporate Structure</b>
<b>Exhibit 6</b>	<b>Interaction with other Carriers</b>
<b>Exhibit 7</b>	<b>Interaction with Customers</b>

**Exhibit 1**

**Proposed Tariff for Competitive Telecommunication Services**



**COMPETITIVE TELECOMMUNICATION SERVICES TARIFF**

Regulations and Schedule of Intrastate Rates and  
Charges Applying to Competitive Telecommunication  
Services Within the State of Ohio.

This tariff includes the rates, charges, terms and conditions of service for  
the provision of dedicated intrastate common carrier telecommunications  
services by Northeastern ITS, LLC, within the State of Ohio.

This tariff applies to intrastate communications services provided as specified herein.

ISSUED:

ISSUED BY: Daniel E. Spivey  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157

EFFECTIVE:

## Competitive Access Provider Services Tariff

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**CHECK SHEET**

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<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>	<b>Page</b>	<b>Revision</b>
Title	Original	34	Original		
1	Original	35	Original		
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*\* – Indicates Pages included with this filing*

ISSUED:

ISSUED BY: Daniel E. Spivey  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157

EFFECTIVE:

Competitive Access Provider Services Tariff

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

ISSUED:

ISSUED BY: Daniel E. Spivey  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157

EFFECTIVE:

## Competitive Access Provider Services Tariff

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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

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- (I) To signify increased rates.
- (D) To signify decreased rates.
- (C) To signify all other changes.

**ABBREVIATIONS**

B8ZS	Bipolar with 8-Zero Substitution; a line coding technique which permits DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 KBPS clear channel transmission.
DCS	Digital Cross Connect System.
DS0	Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.
DS1	Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.
DS3	Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.73 6 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.
Gbps	Gigabits per second; billions of bits per second.
ICB	Individual Case Basis.
Kbps	Kilobits per second; 1000s of bits per second.
LATA	Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
LEC	Local Exchange Company.
Mbps	Megabits per second; millions of bits per second.
N/A	Not Available.

Competitive Access Provider Services Tariff

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**ABBREVIATIONS (Cont'd.)**

OC-48	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 2.4 Gbps
OC-12	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.
OC-3	A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.
POP	Point of Presence.

## Competitive Access Provider Services Tariff

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## Competitive Access Provider Services Tariff

**TARIFF FORMAT SHEETS**

**A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1

**B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the PA. P.U.C. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the PA. P.U.C. follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1 .A.1.

2.1.1 .A.1 .(a).

2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).

2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** – When a tariff filing is made with the PA. P.U.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PA. P.U.C.

## Competitive Access Provider Services Tariff

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**SECTION 1 - DEFINITIONS**

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The following definitions are applicable to this tariff:

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

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Bit** - The smallest unit of information in a binary system of notation.

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

**Channel** - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

**Central Office** - A local Company switching system where Customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

**City** - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

**Collocation** - Carrier facilities and/or equipment located in the same building -- generally a LEC central office.

**Commission** - The Ohio Public Utility Commission.

**Communications System** - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

**Company** - Denotes Northeastern ITS, LLC and/or any Concurring Carriers.

**Company's Network** - Equipment, cabling, and/or connections owned, leased or otherwise used by the Company or the Company's agents to provide service to the Customer pursuant to this tariff.



## Competitive Access Provider Services Tariff

**SECTION 1 – DEFINITIONS (Cont'd.)**

**Customer-** Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the customer is the interexchange carrier utilizing the access services herein to reach end user customers.

**Customer Agreement** - The mutual agreement between the Company and the Customer for the provision of the Company's service.

**Customer Designated Premises** - The premises specified by the Customer for termination of Access Services.

**Customer Point of Presence** - The physical location associated with the Customer's communication system.

**Dedicated Access or Dedicated Transport** - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the end user is the customer of the interexchange carrier and the Company.

**End Office Switch** - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**Facilities** - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

**Firm Order Confirmation (FOC)** - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

**Interexchange Carrier (IC)** - Any individual, partnership, association, corporation or other entity engaged in communication for hire by wire or radio between two or more exchanges.

**Hertz** - A unit of frequency equal to one cycle per second.

**Interstate** - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

**Intrastate Communications** - Any communications which originates and terminates within the same state.

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Competitive Access Provider Services Tariff  
**SECTION 1 – DEFINITIONS (Cont'd.)**

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**Local Access and Transport Area (LATA)** - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**N/A** - Not Applicable.

**Off-Net** - Customer or End User locations not capable of being served directly by the Company's existing network facilities.

**On-Net** - Customer or End User locations capable of being served directly by the Company's existing network facilities.

**Point of Presence** - The physical location of an interexchange carrier's facilities.

**Point of Termination** - The point of demarcation within a Customer-designated premise at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Serving Wire Center** - The wire center from which the Customer-designated premises would normally obtain dial tone from the Company.

**Special Access** - See Dedicated Access.

**Term Agreement** - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agree upon length of time.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Customer- designated premises.

**Transmission Path** - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

Competitive Access Provider Services Tariff

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**SECTION 1 – DEFINITIONS (Cont'd.)**

**Trunk Group** - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

**Wire Center**- A physical location in which one or more central offices, used for the provision of exchange services, are located.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS**

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**2.1 Undertaking of Northeastern ITS, LLC**

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for the installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

**2.2 Limitation On Service**

**2.2.1** Service is offered subject to the initial and continued availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available, or where such facilities became unavailable. The Company may discontinue furnishing service in accordance with the terms of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, as hereinafter defined, or when service is used in violation of provisions of this tariff or the law.

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

**2.3 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees.

**2.4 Location of Service**

Service originates and terminates at locations within the State of Ohio.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.5 Use of Service**

- 2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.
- 2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.5.3.** Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.5.4** Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

**2.6 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**2.6.1 Cancellation by the Customer**

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.6 Discontinuance and Restoration of Service (Cont'd)****2.6.2 Cancellation by the Company**

- 2.6.2.A** For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- 2.6.2.B** For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.6.2.C** For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.6.2.D** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.6.3 Restoration of Service**

- 2.6.3.A** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and the Customer pays a deposit at Company's discretion. Nonrecurring charges apply to restored services.
- 2.6.3.B** Restoration of disrupted services shall be in accordance with applicable Ohio Public Utility Commission and/or Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.7 Cancellation of Application for Service**

Where the Customer or applicant cancels an application for service prior receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started (after FOC) prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

**2.8 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, one month plus installation charges are applicable, whether the service is used or not.

**2.9 Term Agreements**

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to the early termination of a Term Agreement.

**2.10 Billing and Payment Arrangements**

**2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: (1) a paper format, (2) where available, a paper format bill summary with a computer disk to provide the detailed information of the bill, (3) where available, computer disk only, (4) where available, via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage or new installations. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.10 Billing and Payment Arrangements (Cont'd)**

**2.10.2** All bills for service provided to the Customer by the Company are due and payable upon receipt, and are payable in immediately available funds. The bill will be past due 30 days after the date printed on the invoice. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.

**2.10.2.A** If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

**2.10.2.B** Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (\$.0005 per day) or 18% annually, or the maximum amount allowed by law whichever is lower. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

**2.11 Claims and Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

**2.11.1** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.



## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.11 Claims and Disputes (Cont'd)**

- 2.11.2** If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.2.B preceding.
- 2.11.3** In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance for either the check or wire transfer.
- 2.11.4** If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.11.5** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.2.B preceding.

**2.12 Payment of Deposits**

- 2.12.1** The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.
- 2.12.2** A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer of its obligations to comply with the Company's requirement as to the prompt payment regulations.
- 2.12.3** At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of service to the Customer.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.12 Payment of Deposits (Cont'd)**

**2.12.4** In the case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

**2.12.5** If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

**2.13 Inspection, Testing and Adjustment**

**2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

**2.13.2** Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

**2.14 Interconnection**

**2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.14 Interconnection (Cont'd)**

**2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

**2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

**2.15 Liability of the Company**

**2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

**2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

**2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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

**2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the FCC or the Commission's Rules and Regulations.

**2.15.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

**2.16 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

**2.16.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

**2.16.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

**2.16.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.17 Taxes**

Federal excise tax and state and local sales, use, and similar taxes and governmental fees are not included in the rates set forth in this tariff, and shall be billed as separate line items.

**2.18 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

**2.19 Obligations of the Customer****2.19.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.19.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

## Competitive Access Provider Services Tariff

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**SECTION 2 - TERMS AND CONDITIONS (Cont'd)**

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**2.19 Obligations of the Customer (Cont'd)****2.19.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. Such equipment space must be secured and fully conditioned on a twenty-four hour per day basis 365 days per year by the Customer solely at the Customer's expense. The selection of continuously available AC or DC power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

**2.19.4 Testing**

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.19.5 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**2.19.6 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE**

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**3.1 General**

Reserved for Future Use

**3.2 Service Ordering**

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

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

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

**3.2.1 Access Service Date Intervals**

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

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

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.2 Service Ordering (Cont'd)****3.2.1.A Standard Interval**

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

**3.2.1.B Negotiated Interval**

The Company will negotiate a Service Date interval with the Customer when:

- 3.2.1.B.1 The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
- 3.2.1.B.2 There is no existing facility connecting the Customer Premises with the Company; or
- 3.2.1.B.3 The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
- 3.2.1.B.4 The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.



## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.2 Service Ordering (Cont'd)****3.2.2 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

**3.3 Special Construction****3.3.1 General**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

- Where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- Of a type other than that which the Company would normally utilize in the furnishing of its services; or
- Over a route other than that which the Company would normally utilize in the furnishing of its services; or
- In a quantity greater than that which the Company would normally construct; or
- On an expedited basis; or
- On a temporary basis until permanent facilities are available; or
- Involving abnormal costs; or
- In advance of its normal construction; or
- When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.3 Special Construction (Cont'd)****3.3.2 Customer Acceptance**

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

**3.3.3 Basis of Rates and Charges**

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- Nonrecurring Charges;
- Recurring Monthly Rates; and/or
- Termination Liabilities.

**3.3.4 Cost Computation**

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - (1) Equipment and materials provided or used;
  - (2) Engineering, labor and supervision;
  - (3) Transportation;
  - (4) Rights of way; and shipping and delivery.
- Cost of maintenance;
- Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.3 Special Construction (Cont'd)****3.3.4 Cost Computation (Cont'd)**

- License preparation, processing and related fees;
- Tariff preparation, processing and related fees;
- Any other identifiable costs related to the facilities provided; or
- An amount for return and contingencies.

**3.4 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

**3.4.1 Network Management**

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

**3.4.2 Design of Dedicated Transport Service**

The Company shall design and determine the routing of Dedicated Transport Service. Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.4 Obligations of the Company (Cont'd.)****3.4.3 Provision of Service Performance Data**

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

**3.5 Rate Regulations**

This section contains the specific regulations governing the rates and charges that apply for Dedicated Transport Service.

**3.5.1 Recurring and Nonrecurring Charges**

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service).

**3.5.2 Minimum Periods**

Dedicated Transport Service is provided for a minimum period of one month.

**3.5.3 Moves**

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

**3.5.3.A Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.5 Rate Regulations (Cont'd)****3.5.3 Moves (Cont'd)****3.5.3.B Moves to a Different Building**

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

**3.5.4 Installation of Optional Features**

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

**3.5.5 Service Rearrangements**

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

## Competitive Access Provider Services Tariff

**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)****3.5 Rate Regulations (Cont'd)****3.5.6 Calculation of Mileage**

To determine the rate distance between any two rate centers proceed as follows:

- Obtain the "V" and "H" coordinates for each rate center.
- Obtain the difference between the "V" coordinates of the two rate centers.  
Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- Square each difference obtained in b. above.
- Add the squares of the "V" difference and the "H" difference obtained in c. above.
- Divide the sum of the squares obtained in d. above by 10. Round to the next higher whole number if any fraction is obtained.
- Obtain the square root of the result obtained in e. above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

Example: The rate distance is required between Philadelphia and Allentown.

	V	H
Philadelphia	5251	1458
Allentown	5166	1585
difference	85	127
squared	7225	16129 = 23354

$$23354/10 = \sqrt{2335} = 48.3 = 49 \text{ airline miles}$$

## Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.6 Service Descriptions****3.6.1 Wideband Digital Data Service (1.544 Mbps)**

Wideband Digital Data Service (WDDS or DS1) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day. Seven days a week).

**3.6.1.A Rate Descriptions**

There are three basic rate elements which apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

**3.6.1.A.1 Local Channel**

The Local Channel is the channel between a customer's premises and the Company (or Company service provider's) serving wire center.

**3.6.1.A.2 Interoffice Channel**

The Interoffice Channel is defined as the component of the service between two Company (or Company provider's) serving wire centers, or between a serving wire center and a Company-designated digital hub.

There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

**3.6.1.A.3 Additional Features**

Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

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**3.6 Service Descriptions (Cont'd)**

[Reserved for Future Use]

ISSUED:

ISSUED BY: Daniel E. Spivey  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157

EFFECTIVE:



Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

**3.6 Service Descriptions (Cont'd)**

[Reserved for Future Use]

ISSUED:

ISSUED BY: Daniel E. Spivey  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157

EFFECTIVE:

Competitive Access Provider Services Tariff

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**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)**

**3.6 Service Descriptions (Cont'd)**

[Reserved for Future Use]

ISSUED:

ISSUED BY: Daniel E. Spivey  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157

EFFECTIVE:

## Competitive Access Provider Services Tariff

**SECTION 3 - DEDICATED TRANSPORT SERVICE (Cont'd)****3.7 Rates****3.7.1 Wideband Digital Data Service (1.544 Mbps)**

	<b>Installation Charge</b>	<b>Monthly Recurring</b>
<b>3.7.1.A Local Channel</b>	\$750.00	\$350.00
<b>3.7.1.B Interoffice Channel</b>		
<b>3.7.1.B.1 Fixed Mileage Bands</b>		
0	\$ 0.00	\$0.00
Over 0 to 1	\$ 0.00	\$150.00
Over 1 to 3	\$ 0.00	\$150.00
Over 3 to 5	\$ 0.00	\$175.00
Over 5 to 15	\$ 0.00	\$200.00
Over 15 to 25	\$ 0.00	\$200.00
Over 25	\$ 0.00	\$200.00
<b>3.7.1.B.2 Mileage-Sensitive, Per Mile Mileage Bands</b>		
0	\$ 0.00	\$0.00
Over 0 to 1	\$ 0.00	\$ 50.00
Over 1 to 3	\$ 0.00	\$ 50.00
Over 3 to 5	\$ 0.00	\$ 50.00
Over 5 to 15	\$ 0.00	\$ 50.00
Over 15 to 25	\$ 0.00	\$ 50.00
Over 25	\$ 0.00	\$ 50.00
<b>3.7.1.B.3 Additional Features</b>		
<b>3.7.1.B.3.(a) Multiplexing</b>		
- DS1 to Voice	\$0.00	\$250.00
- DS1 to DS0	\$0.00	\$300.00

## Competitive Access Provider Services Tariff

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**SECTION 4 - MISCELLANEOUS CHARGES**

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**4.1 Service Transfer Charges****4.1.1 Description**

Service Transfer Charges are applied for processing a request to move a customer from the Company's local exchange service to another carrier's local exchange service.

These charges are applied to the requesting carrier on a per order and per line basis for each Local Service Request (LSR) received by the Company.

**4.1.2 Rate Elements**

	Electronic Processing	Manual Processing
LSR Order Charge, per order	\$17.93	\$24.07
LSR Line Charge, per line	\$17.71	\$17.71

## Competitive Access Provider Services Tariff

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**SECTION 5 - SPECIAL ARRANGEMENTS**

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**5.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable recurring and nonrecurring charges of 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 Company shall disclose the promotion and post- promotion price to the customer at the time of offering the promotional price and service. The Company shall notify each participating customers when the promotional offering expires and limit promotions to a duration of no longer than six (6) months (out of each 12-month period). All customers shall be eligible for promotions where facilities and billing capabilities permit.

Promotions will be filed with the Ohio Public Utility Commission as letter supplements to the Company's tariff to be effective on ten (10) day's notice.

**5.2 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 offered to the Customer in writing and on a non-discriminatory basis based on the following:

- 5.2.1** ICB arrangements shall be made available only to customers who generate (r commit to) and maintain \$40,000 or more in annual Company total billed revenue.
- 5.2.2** ICB arrangements shall be filed with the Commission under Proprietary Seal to be effective on one day's notice.
- 5.2.3** ICB rates shall be filed with the Commission for public inspection.

## **Exhibit 2**

### **Description of Services**

Description of Proposed Services and Market Area: Northeastern plans to manage the construction and build out of a fiber route that will serve business customers in the State of Ohio. Northeastern will offer diverse telecommunications infrastructure running east-to-west from major east coast fiber routes to Cleveland, Ohio. The new dark fiber route and regeneration stations will provide the foundation for current and next generation telecommunications services. The route will establish a new carrier-neutral fiber optic backbone across New Jersey, Pennsylvania and northeastern Ohio.

Description of Customers: Northeastern will serve business customers seeking diverse dark fiber routes necessary to bolster their existing optical networks. The route will allow carriers to offer high capacity telecommunications services across rural areas in New Jersey, Pennsylvania and northeastern Ohio. Northeastern's CLEC and ISP customers may use this dark fiber to offer telephony, cable TV and Internet services. Enterprise customers, including financial firms and data centers, will be able to transport mission critical data across their own private networks.

Public Interest Statement: The grant of this Application will further the public interest by expanding the availability of infrastructure and telecommunications services in the State of Ohio. In addition, the offering of these services is in the public interest because the services will provide Ohio customers with access to new technologies and service choices and can permit customers to achieve increased efficiencies and cost savings.

Northeastern's entry into this market thereby will enhance materially the telecommunications infrastructure of the State of Ohio and will facilitate economic development. In particular, the public will benefit both directly, through the use of the infrastructure to be provided by Northeastern, and indirectly because the presence of Northeastern will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve

their quality of services. Grant of the instant Application will enhance further the service options available to Ohio citizens for the reasons set forth above.

### **Exhibit 3**

#### **Business Requirements**

Northeastern is a privately-owned Pennsylvania limited liability company formed on December 2, 2008, which was the date of filing its certificate with the Department of State, and qualified to do business in the State of Ohio on March 26, 2009.

Evidence of Registration: Northeastern's Certificate of Good Standing and evidence of registration with the Ohio Secretary of State as a Foreign Limited Liability Company in Ohio and evidence of registration with the Ohio Department of Taxation are attached hereto.



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

*I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show NORTHEASTERN ITS, LLC, a Pennsylvania For Profit Limited Liability Company, Registration Number 1846047, filed on March 26, 2009, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 27th day of March, A.D. 2009*

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State

Validation Number: V200986M198D4

**Lampert, O'Connor & Johnston, P.C.**

1776 K Street NW, Suite 700  
Washington, DC 20006

E. Ashton Johnston  
johnston@lojlaw.com

tel (202) 887-6230  
fax (202) 887-6231

March 30, 2009

***Via Regular Mail***

Stanley Bialczak  
Legal Counsel  
Ohio Department of Taxation  
Public Utilities Division, 21<sup>st</sup> Floor  
30 East Broad Street  
Columbus, OH 43215

Re: Northeastern ITS, LLC

Dear Mr. Bialczak:

On behalf of Northeastern ITS, LLC ("Northeastern"), Ohio Secretary of State Registration Number 1846047, this letter is to formally notify the Ohio Department of Taxation of Northeastern's intent to conduct operations as a telephone utility in the State of Ohio. Questions concerning the ongoing operations of Northeastern following certification should be directed to:

Daniel E. Spivey  
President  
800 Woodlands Pkwy, Suite 118  
Ridgeland, MS 39157  
Tel: (601) 206-9951  
Fax: (601) 206-9952

Should you have any questions concerning this notification, please contact the undersigned.

Respectfully,



E. Ashton Johnston  
*Counsel for Northeastern ITS, LLC*

**Exhibit 4**

**Financial Qualifications**

**Filed Separately Under Seal with Motion for Protective Order**

## **Exhibit 5**

### **Managerial Qualifications and Corporate Structure**

Technical and managerial qualifications: Northeastern possesses the managerial qualifications to manage the construction of a fiber route and to offer competitive access services over the infrastructure. Northeastern has the qualifications to operate and maintain the Northeastern facilities. Further, Northeastern has the managerial qualifications to provide telecommunications services as its service portfolio expands. Descriptions of the backgrounds and experience of Northeastern's management team are below:

#### **Daniel E. Spivey**

##### **President, Northeastern ITS, LLC**

Dan Spivey is President of Northeastern ITS, LLC and also is President of Spread Networks, a telecommunications infrastructure provider to the financial industry. Spread Networks, LLC provides the necessary infrastructure for financial firms to achieve redundant fiber routes for mission critical data. Mr. Spivey has over 15 years of experience with communications and financial services companies. As President of Northeastern ITS, Mr. Spivey is using his unique blend of experience to develop a solution to the need for east/west fiber optic redundancy. Previous employers include Southpoint Capital Advisors, Wellspring Management, Morgan Keegan and AG Edwards. He received a Masters in Business Administration from Millsaps College and a Bachelor of Science in Business Administration from Mississippi College.

#### **J. Stacy Davidson**

##### **Executive Vice President & Secretary, Northeastern ITS, LLC**

Stacy Davidson is the Executive Vice President and Secretary of Northeastern ITS, LLC. He also serves as Managing Member of Eyes Online, LLC, an Internet service provider ("ISP") headquartered in Jackson, Mississippi. Mr. Davidson also is a partner in the Wilderness Group, LLC, an investment company specializing in the wireless communications industry. He was founder, Chairman and CEO of Miscelco Communications, Inc., which constructed a cellular telephone system serving western Kansas. Miscelco was sold in 1995.

Prior to forming Miscelco, Mr. Davidson was a partner in Mid-South Ventures. His responsibilities there included managing the acquisition and sale to major cellular of minority ownership interest in MSA cellular markets across the United States. Earlier, he served as President and principal owner of Four-D Ltd., which

owned MSA cellular market 224 in Bangor, Maine. The Bangor MSA was sold in 1986 to Telephone and Data Systems of Chicago, Illinois.

Mr. Davidson earned a Bachelor of Business Administration degree from the University of Mississippi.

**James L. Barksdale**

**Chairman of the Board, Northeastern ITS, LLC**

Jim Barksdale is Chairman of the Board and President of Barksdale Management Corporation, a philanthropic investment company. He has over 35 years of management and operational experience. Mr. Barksdale served as President & CEO of Netscape Communications Corp. from January 1995 until the company merged with America Online in March of 1999. He was Director of Netscape from October 1994. Upon completion of the merger with America Online, Mr. Barksdale joined Time Warner's Board of Directors.

Prior to Netscape, Mr. Barksdale worked at AT&T Wireless Services (formerly McCaw Cellular Communications) as their Chief Executive Officer. From January 1992 to September 1994, he served as Chief Operating Officer of McCaw Cellular. From April 1983 to January 1992, he served as the Executive Vice President and Chief Operating Officer for Federal Express Corporation and prior to that, he served as their Chief Information Officer for four years. Mr. Barksdale also held various management positions, including Chief Information Officer with Cook Industries and started his career at IBM. In January 2000, he and his late wife, Sally, gifted \$100 million to the State of Mississippi to create a statewide reading institute, The Barksdale Reading Institute. This is a joint venture with the Mississippi Department of Education and the state's seven public university schools of education.

In 1997, Netscape received the "Entrepreneurial Company of the Year" award from both Stanford and Harvard Business School alumni groups. *Computer Reseller News* named Mr. Barksdale "#1 Executive of the Year," *PC Magazine* named him "Person of the Year," and at the 1997 ETRE Conference in Budapest he received the "Executive of the Year" award. Mr. Barksdale has also received awards such as the BEAR Award from Brown University for citizenship, the Headwave Award from the State of Mississippi, and a NetDay Hero Award for his work for education. He has also been inducted into the University of Mississippi Hall of Fame, the Mississippi Business Hall of Fame and the Memphis Society of Entrepreneurs.

Mr. Barksdale sits on the boards of several companies and foundations, including Time Warner; Federal Express; Mayo Clinic; Sun Microsystems, Inc., and TechNet. Mr. Barksdale was also appointed to the President's Foreign Intelligence Advisory Board by President George W. Bush. He is also a Strategic Limited Partner for Kleiner Perkins Caufield & Byers. He also served as co-chair of the Markle Foundation Task Force on National Security in the Information Age, which published their reports, "Protecting America's Freedom in the Information Age," "Creating a Trusted Information Network for Homeland Security," and "Mobilizing Information to Prevent Terrorism." Immediately after

Hurricane Katrina, Mr. Barksdale was asked by Governor Haley Barbour to chair the Governor's Commission on the Recovery, Rebuilding and Renewal of Mississippi.

Mr. Barksdale received his B.A. in Business Administration from the University of Mississippi.

**Walter M. Denny, Jr.**

**Vice Chairman, Northeastern ITS, LLC**

Walter M. Denny, Jr., is CEO of Barksdale Management Corporation, and is Vice Chairman of Northeastern ITS. Mr. Denny is also Vice Chairman of Spread Networks, LLC. Mr. Denny received a Bachelor of Business Administration degree with an accounting major from the University of Mississippi in 1957. He began his professional career as a Certified Public Accountant, first with a national firm, and later by starting his own firm in Jackson, Mississippi in 1961. Mr. Denny served as Managing Partner of the firm until he retired from the practice in 1981. At the time of his retirement, the firm was the largest CPA firm, private or national, in the State of Mississippi. Following his retirement from public accounting, Mr. Denny pursued his personal interests in other businesses, including oil and gas and consulting in insurance and other financial matters. In 1996 he began his association with James L. Barksdale, and has served in that capacity on a full-time basis thereafter. Mr. Denny has been active in numerous business, professional and charitable organizations.

**John David Barksdale**

**Board Member, Northeastern ITS, LLC**

A native of Tennessee, David Barksdale is a principal of the Barksdale Foundation, a philanthropic investment group seeking innovative solutions for promoting economic development in the State of Mississippi and the Southeast. Prior to joining the Barksdale Foundation, Mr. Barksdale worked as an associate in the New York offices of Cleary, Gottlieb, Steen & Hamilton LLP from September 2005 until February 2007. At Cleary Gottlieb, Mr. Barksdale specialized in private equity, mergers & acquisitions, and non-profit law. He received a J.D. from New York University School of Law in 2005, where he was a Robert McKay Scholar. He also holds a B.A., magna cum laude, from Tulane University. Prior to attending law school, Mr. Barksdale served on the legislative staff of former Senate Majority Leader Bill Frist, M.D., from January 2001 until April 2002. Mr. Barksdale is admitted to the New York Bar and is a member of the New York Bar Association. He currently sits on the Tulane University President's Council.

The Officers of Northeastern are:

James L. Barksdale, Chairman of the Board  
111 Green Drive  
Jackson, MS 39211  
(601) 956-9556

Walter M. Denny, Vice Chairman  
1039 Cedar Hill Road  
Madison, MS 39110  
(601) 956-9556

Daniel E. Spivey, President  
2489 Meadowbrook Rd.  
Jackson, MS 39211  
(601) 206-9951

J. Stacy Davidson, Executive Vice President & Secretary  
905 Luckney Road  
Brandon, MS 39047  
(601) 951-0545

The Directors of Northeastern are:

James L. Barksdale  
(contact details above)

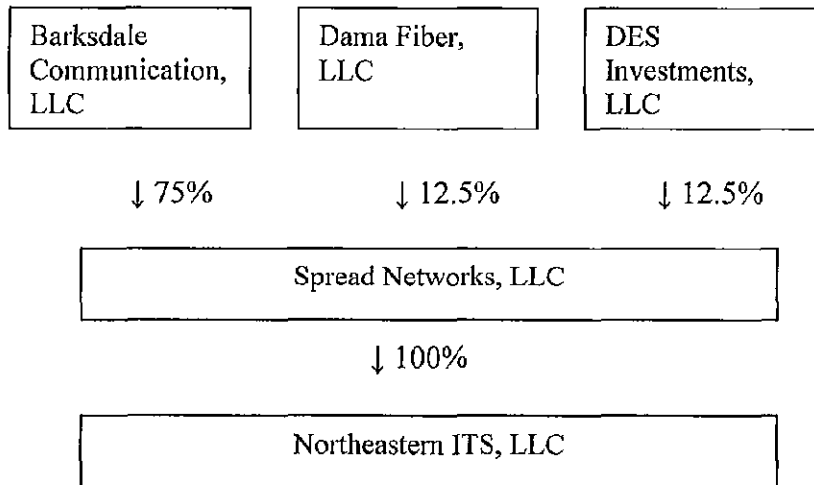
John David Barksdale  
4827 St. Charles Avenue  
New Orleans, LA 70115  
(601) 956-0861

Walter M. Denny  
(contact details above)

Daniel E. Spivey  
(contact details above)

J. Stacy Davidson  
(see contact details above)

Corporate Structure: Northeastern is a wholly owned subsidiary of Spread Networks, LLC, an entity created for investment purposes, which has no other operating or business purpose. The organizational structure is below:



Similar Operation: Northeastern will have similar operations in New Jersey and Pennsylvania. Authorizations in these states are pending.

Local Telephony Records: Northeastern verifies that it will maintain local telephony records separate and apart from any other accounting records in accordance with GAAP.

Affiliate Transaction Requirements: Northeastern verifies that it will comply with any affiliate transaction requirements.



## **Exhibit 6**

### **Interaction with Other Carriers**

Explanation of Derivation of Rates: Northeastern plans to manage the construction and build out of a fiber route that will serve business customers in the State of Ohio and will provide IRUs and fiber leases. Thus, rates will not be determined from interconnection agreements, retail tariffs or resale tariffs. An explanation of Northeastern's rates is contained in the proposed tariff in Exhibit 1.

Approved Interconnection/Resale Agreements: Northeastern does not currently have any interconnection or resale agreements as it does not currently have plans to interconnect or resell any services. As stated, Northeastern plans to manage the construction and build out of a fiber route that will serve business customers in the State of Ohio. Thus, interconnection and/or resale agreements are not necessary.

Interconnection/Resale Negotiations: Northeastern does not currently have any interconnection or resale agreements and has not requested any negotiations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 as it does not currently have plans to interconnect or resell any services. Northeastern plans to manage the construction and build out of a fiber route that will serve business customers in the State of Ohio. Thus, interconnection and/or resale agreements are not necessary.

## **Exhibit 7**

### **Interaction with Customers**

Payment for Dial Tone: Northeastern does not intend to provide local services which require customers to pay in advance of receiving a dial tone.

Tariff Sheets for Dial Tone: Northeastern does not intend to provide local services which require customers to pay in advance of receiving a dial tone. Thus, the requirement for a tariff sheet listing the services and associated charges that must be paid prior to a customer receiving dial tone is not applicable.

Customer Application Form for Residential Service: Northeastern does not intend to provide local or residential services. Thus, the requirement to provide a copy of any customer application form required in order to establish residential service is not applicable.

Ohio ILEC Exchanges: Northeastern is not currently seeking CLEC authorization. Thus, the requirement to list Ohio ILEC exchanges intended to service is not applicable. Further, as Northeastern is not currently seeking CLEC authorization, the tariff requirement regarding mirroring/not-mirroring the ILEC exchange is not applicable.

Sample Customer Bill: Northeastern's current plans are to provision services to business customers only. Attached hereto is a sample of the customer bill Northeastern will use.

Disconnection Notice: Northeastern plans to provision services to business customers only and does not have plans to provide local or long distance telephone service. Thus, Northeastern will not be disconnecting local or long distance telephone services. For purposes of this application, Northeastern has prepared a disconnection notice attached hereto.

**SAMPLE CUSTOMER BILL**

Northeastern ITS, LLC

[DATE]

Customer Name

Address 1

Address 2

City, State, Zip

Dear Customer:

This serves as notice to you that a payment is due to Northeastern ITS, LLC.

Account #     **[INSERT ACCOUNT #]**

Date Due       **[INSERT DUE DATE]**

Amount Due   **[INSERT AMOUNT DUE]**

If you dispute any of the amount owed, please contact us immediately. If you wish to contact Northeastern ITS, LLC to discuss your account, please call or send all correspondence to:

Daniel E. Spivey  
Northeastern ITS, LLC  
800 Woodlands Parkway, Suite 118  
Ridgeland, MS 39157  
Phone: (601) 206-9951 OR (866) 975-9951  
Fax: (601) 206-9952

## **DISCONNECTION NOTICE**

Northeastern ITS, LLC

[DATE]

Customer Name

Account Number: xxxxxxxxx

Address 1

Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

This will serve as notice that Northeastern ITS, LLC ("Northeastern") intends to disconnect your local and long distance telephone service pursuant to Rule 4901:1-5-10. Northeastern has decided to take this action because it has not received payment for service since [insert date]. The total amount past due is [insert amount]. The total amount due for local service charges is [insert amount]. The total amount due for toll charges is [insert amount]. Payment of the local service amount due will maintain your local phone service. Toll service will be continued only if the local and toll portions of your bill are paid. **The total amount required to be paid at this time to avoid disconnection of local service is [insert amount].** The total amount due for non-regulated services is [insert amount]. Your local and toll phone services will not be disconnected for failure to pay this amount.

Failure to pay the amount required to Northeastern or to one of its authorized agents by **[insert date, at least 7 days after notice]** may result in the disconnection of local or toll services as of that date. However, nonpayment of non-regulated charges will not result in the disconnection of local service or regulated toll service. An additional charge for reconnection may apply if your service is disconnected. Payment to an unauthorized payment agent may result in the untimely or improper crediting of your account. An additional charge for reconnection will apply if service is disconnected. Payments to an unauthorized payment agent may result in the untimely or improper crediting to your account.

If you dispute any of the amount owed, please contact Northeastern immediately. Also, if disconnection of your phone service would be dangerous to the health of any member of your household, please advise Northeastern. If you wish to contact Northeastern to discuss your account, please call or send all correspondence to:

Daniel E. Spivey  
Northeastern ITS, LLC  
800 Woodlands Parkway, Suite 118  
Ridgeland, MS 39157  
Phone: (601) 206-9951 OR (866) 975-9951  
Fax: (601) 206-9952

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Northeastern, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).