

FILE

TELECOM
TP
PROFESSIONALS, INC.

Judith A. Riley, J.D.
June 25, 2009

12
5909 Northwest Expressway, Suite 101
Oklahoma City, OK 73132

Via UPS Overnight

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

Re: **In the Matter of the Application of NovaTel Ltd., Inc. to Provide
Resold Interexchange Telecommunications Services
Case No. 09-0494-TP-ACE; 90-6395-TP-TRF
Response to 1st Data Request**

Dear Sir/Madam:

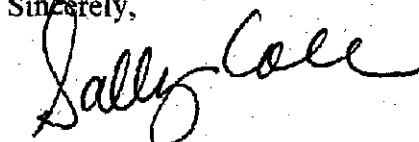
Enclosed please find the original and ten (10) copies of NovaTel's Response to 1st Data Request along with attachments.

1. Exhibit A-2, Ohio Service Catalog is attached;
2. NovaTel Ltd., Inc. is not offering services to other carriers;
3. Exhibit B to the Application is attached; and
4. Ohio Department of Taxation Transaction Confirmation and Receipt of filing is attached.

Please acknowledge receipt of this filing by file-stamping the enclosed, self-addressed and stamped envelope.

Should you have any questions or need additional information, please do not hesitate to contact me at (405) 755-8177, ext 27 or by email to scole@telecompliance.net. Thank you in advance for your time and consideration.

Sincerely,



Sally A. Cole
Regulatory Agent

/sc

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
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2009 JUN 26 AM 9:20
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PRICE LIST FOR
DETARIFFED INTEREXCHANGE TELECOMMUNICATIONS SERVICES
PROVIDED BY
NovaTel Ltd., Inc.

This Price List contains the interexchange services offered to Customers within the State of Ohio that are detariffed by the Public Utilities Commission of Ohio.

Copies of the Tariff on file with the Public Utilities Commission of Ohio may be inspected during normal business hours at the Company's principal place of business at 11550 IH-10 West, Suite 110, San Antonio, TX 78230.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Issued Date: June 26, 2009

Effective Date:

By: Paul Golihart, President & CEO
NovaTel Ltd., Inc.
11550 IH-10 West, Suite 110
San Antonio, TX 78230

Dedicated Access Services

NovaTel Dedicated Access Services allows a Customer to access the Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

Inbound Dedicated Service

NovaTel Inbound Dedicated Service receives inbound Intrastate calls on Dedicated Access Lines using 800, 866, 877 or 888 number(s).

Outbound Dedicated Service

NovaTel Outbound Dedicated Service sends outbound intrastate calls on Dedicated Access Lines by dialing "1+ ten digits" for interLATA calls.

Switched Access Services

NovaTel Switched Access Service allows a customer to access the Company's long distance network via FGD access.

Inbound Switched Service

NovaTel Inbound Switched Service receives inbound Intrastate calls on Switched Access Lines using 800, 866, 877 or 888 number(s).

Outbound Switched Service

NovaTel Outbound Switched Service sends outbound Intrastate calls on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

Private Line Services

NovaTel Private Line Services allows customer use of a non-switched direct channel or line specifically dedicated to a customer's use between specified points.

RBOC – ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). NovaTel shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, NovaTel may charge a Customer a non-discountable \$0.02 charge for each non-billable call.

Inbound Dedicated Service

Inbound Dedicated Service - \$0.039 per minute

Outbound Dedicated Service

Outbound Dedicated Service - \$0.035 per minute

Inbound Switched Service

Inbound Switched Service - \$0.099 per minute

Outbound Switched Service

Outbound Switched Service - \$0.099 per minute

Private Line Services

Private line services will be made available to customers in a non-discriminatory manner. Rates for private line services will be determined on an Individual Case Basis (ICB). Pricing will be based upon term commitments and distance and will

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include a non-recurring charge and minimum revenue requirements. ICB rates will be made available to the Commission upon request on a proprietary basis.

Ancillary Charges

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
PICC Surcharge:		
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 30.00
8YY DNIS Deliver (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

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Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

	<u>Per Inquiry</u>
Directory Assistance Charge -	\$0.75

Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.75 shall apply to each coinless call which NovaTel Ltd., Inc. can identify as being placed from an Intrastate payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a NovaTel Ltd., Inc. calling card, collect calls and calls placed to 8YY numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access NovaTel Ltd., Inc.'s service.

Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances. In addition, if the amount considered past due is greater than \$6.00, a late fee in the amount of \$10.00 will also be applied.

Return Check Charges

A fee of \$25.00 will be charged for each check returned.

Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$200.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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Use and Limitations of Services

NovaTel's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

Liability of the Company

The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.

The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.

The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.

The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or

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for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Responsibilities of the Customer or Subscriber

The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.

The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by NovaTel on the Customer's behalf.

If required for the provision of NovaTel's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of NovaTel's services.

The Customer shall ensure that its equipment and/or system is properly interfaced with NovaTel facilities or services, that the signals emitted into the NovaTel network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, NovaTel will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to NovaTel's equipment, personnel, or the quality of service to other

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Customers, NovaTel may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, NovaTel may, upon written notice, terminate the Customer's service.

The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

The Customer must pay for the loss through theft of any NovaTel equipment installed at Customer's premises.

The Customer is responsible for the payment of charges for all calls originated at the Customers' numbers.

The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

Cancellation or Discontinuance of Services

Without incurring liability, NovaTel may, upon written notice, terminate services to a Customer or may withhold the provision of ordered or contracted services:

For nonpayment of any sum due NovaTel for more than 20 days after written notification has been mailed to the billing address of the customer. Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice;

For violation of any of the provisions of this tariff;

By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting NovaTel from furnishing its services.

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Cancellation or Discontinuance of Services (continued)

Without incurring liability, NovaTel may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

Service may be discontinued by NovaTel, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when NovaTel deems it necessary to take such action to prevent unlawful use of its service. NovaTel will restore service as soon as it can be provided without undue risk.

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EXHIBIT B

DESCRIPTION OF SERVICES (EXHIBIT B-1 THROUGH B-6)

EXHIBIT B-1 Service Provisioning

NovaTel Ltd., Inc.'s service will be provided via resale of the Incumbent Local Service Providers.

EXHIBIT B-2 Description of Proposed Services

NovaTel Ltd., Inc. is a reseller of telecommunications services that proposes to provide interexchange telecommunications services within Ohio, including dedicated services to contact centers with T-1 or better and DS3 Circuits, Toll Free Services and Interstate and Intrastate Termination services to business customers.

EXHIBIT B-3 CTS Services Statement

NovaTel Ltd., Inc. is filing for CTS authority.

EXHIBIT B-4 Description of Proposed Market Area

NovaTel Ltd., Inc. is requesting Certification to offer interexchange telecommunications services statewide.

EXHIBIT B-5 Public Interests Explanation

Granting of this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio.

EXHIBIT B-6 Description of class of Customers

NovaTel Ltd., Inc. proposes to service business customers.

Transaction Confirmation and Receipt

Company Name: Novatel LTD., Inc
FEIN: 74-2969809

The following transactions will be sent to the respective agency that administers the service. Please note the session confirmation number when calling the OBG Help Desk (866-644-6468).

If your transaction(s) includes payment, please note that this confirmation acknowledges that payment instructions have been received, but it does not acknowledge that funds have been transferred from your account. Payment instructions may not be processed for reasons that include insufficient funds and prohibited or blocked payments. You should review your account statement to insure that funds have been transferred (settled). For ACH debit payments, settlement is projected to be two business days after the date of this confirmation (or the selected deferred payment date, if applicable). If the date falls on a weekend or holiday, settlement is projected to be two business days after the next business day. The actual settlement date is dependent upon the processing timelines of the agency and their bank.

If multiple agencies are being paid, payment instructions will be processed separately so you will see multiple entries on your account statements.

Date/Time	6/24/2009 6:29 PM
Confirmation #	9756191
Receipt #	4671448
ACH Routing	103003687
ACH Account #	*****4889

Transaction	Defer Date	ACH	CC	CC Fee	
Service VL	N/A	\$25.00	N/A	N/A	