

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 09/17/03
8. DOCKET NO: A-311289	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: DCT TELECOM GROUP, INC.

COMP/APP COUNTY:

UTILITY CODE: 311289

ALLEGATION OR SUBJECT

APPLICATION OF DCT TELECOM GROUP, INC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED
OCT 20 2003

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (269) 381-8844
FAX (269) 381-8822

GEORGE H. LENNON
DAVID G. CROCKER
MICHAEL D. O'CONNOR
HAROLD E. FISCHER, JR.
LAWRENCE M. BRENTON
GORDON C. MILLER
GARY P. BARTOSIEWICZ
BLAKE D. CROCKER

ROBERT M. TAYLOR
RON W. KIMBREL
PATRICK D. CROCKER
ANDREW J. VORBRICH
TYREN R. CUDNEY
STEVEN M. BROWN
KRISTEN L. GETTING

ORIGINAL

OF COUNSEL
THOMPSON BENNETT
JOHN T. PETERS, JR.
VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

September 16, 2003

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
Second Floor, Room N201
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

SEP 17 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: DCT Telecom Group, Inc.

Dear Mr. McNulty:

A-311289

Enclosed herewith for filing with the Commission, please find an original and three (3) copies of the above captioned corporation's APPLICATION FOR APPROVAL TO BEGIN TO OFFER, RENDER, FURNISH, OR SUPPLY SERVICES AS AN INTEREXCHANGE RESELLER TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA AND FOR APPROVAL OF ITS INITIAL TARIFF, along with a check in the amount of \$250.00 to cover the filing fees related to same.

In addition, on this date I have served copies of the Application on the Commonwealth of Pennsylvania's Office of Consumer Advocate, Small Business Advocate, and Office of the Attorney General. A proof of service is attached hereto.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed, stamped envelope attached thereto.

Should you have any questions, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/ron

enc

c Service List

DOCUMENT
FOLDER

61

ORIGINAL

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RECEIVED

Application of:

DCT Telecom Group, Inc.
for approval to offer, render, furnish or supply
telecommunications services to the public in the
Commonwealth of Pennsylvania.

SEP 17 2003

A-311289
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

**DCT Telecom Group, Inc.
27877 Clemens Road
Westlake, OH 44145
Telephone: (440) 892-0300
Facsimile: (440) 892-2850**

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

Not applicable

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

**Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Telephone: (269) 381-8844
Facsimile: (269) 381-8822**

**DOCKETED
OCT 20 2003**

3. **CONTACTS:**

- A. **APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

**Patrick D. Crocker
Early, Lennon, Crocker & Bartosiewicz, P.L.C.
900 Comerica Building
Kalamazoo, MI 49007
Telephone: (269) 381-8844
Facsimile: (269) 381-8822**

- B. PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA.

Anthony F. Romano, Jr.
DCT Telecom Group, Inc.
27877 Clemens Road
Westlake, OH 44145
Telephone: (440) 892-0300
Facsimile: (440) 892-2850

- C. RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

J. Anthony Rehak
DCT Telecom Group, Inc.
27877 Clemens Road
Westlake, OH 44145
Telephone: (440) 892-0300
Facsimile: (440) 892-2850

4. FICTITIOUS NAME:

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:

- The Applicant is a sole proprietor.
- The Applicant is a:
- General partnership
 - Domestic limited partnership (15 Pa. C.S. §8511)
 - *Foreign limited partnership (15 Pa. C.S. §8582)
 - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
 - *Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

5. (Continued)

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.

- The Applicant is a:
- Domestic corporation (15 Pa. C.S. §1306)
 - *Foreign corporation (15 Pa. C.S. §4124)
 - Domestic limited liability company (15 Pa. C.S. §8913)
 - *Foreign limited liability company (15 Pa. C.S. §8981)

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

Applicant is incorporated in the State of Ohio. A copy of the Articles of Incorporation and Registration as a Foreign Corporation is attached as Exhibit A.

Give name and address of officers:

**Anthony F. Romano, Jr., President
DCT Telecom Group, Inc.
27877 Clemens Road
Westlake, OH 44145
Telephone: (440) 892-0300
Facsimile: (440) 892-2850**

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

- The Applicant has no affiliates doing business in Pennsylvania or predecessors that have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors that have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliates has a predecessor who has done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors that rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors that rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

8. APPLICANT'S PRESENT OPERATIONS: (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
 - Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
 - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
 - Competitive Local Exchange Carrier:
 - Facilities-Based
 - Non-facilities-Based
 - Incumbent Local Exchange Carrier.
 - Other (Identify).

9. APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as a(n):

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
 - Facilities-Based
 - Non-facilities-Based
- Incumbent Local Exchange Carrier.
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services that the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation.

Applicant seeks authority to offer a full range of "1+" interexchange telecommunications services. Specifically, Applicant seeks authority to provide MTS, 1+, 800 & 888, out-WATS, in-WATS, and calling card services.

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Applicant intends to offer services throughout the Commonwealth of Pennsylvania.

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Applicant intends to market services to business and residential customers.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC R/S, CLEC, CAP, or IXC F/B. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

Applicant attaches a proposed initial tariff as Exhibit B.

14. **FINANCIAL:** Attach the following to the Application:

- A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;
- Current Balance Sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;
- A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.
- If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

Applicant attaches financial statements as Exhibit C.

15. **START DATE:** The Applicant proposes to begin offering services **immediately upon obtaining Commission approval.**
16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing utility service within the Commonwealth.

17. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Applicant claims no particular status at this time; however, Applicant reserves the right to claim a particular status under the Federal Telecommunications Act of 1996.

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

No person or entity identified in this Application has been convicted of a crime involving fraud or similar activity.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

Yes.

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Yes.

Applicant: DCT Telecom Group, Inc.

By: Anthony F. Romano, Jr.

Title: President

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

AFFIDAVIT

State of Ohio :
: ss.
County of :

Anthony F. Romano, Jr., Affiant, being duly sworn according to law, deposes and says that:

He is the President of **DCT Telecom Group, Inc.**

That he is authorized to and does make this affidavit for said company;

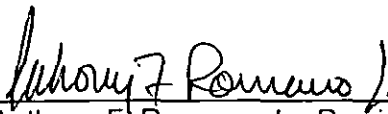
That **DCT Telecom Group, Inc.**, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That **DCT Telecom Group, Inc.**, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That **DCT Telecom Group, Inc.**, the Applicant herein, asserts that it has contacted the appropriate 911 Coordinator(s) from the list provided from the PUC web site (<http://www.puc.paonline.com>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided.

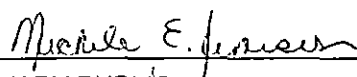
Applicant certifies it has attached a copy of the 911 Coordinator list indicating, with indicating markings, as to each 911 Coordinator contacted.

That the facts above set forth are true and correct to the best of his knowledge, information and belief, and that he expects said entity to be able to prove the same at any hearing thereof.



Anthony F. Romano, Jr., President

Sworn and subscribe before me this 14th day of August 2003.



NOTARY PUBLIC:
My Commission Expires: Michele E. Jimison, Notary Public
State of Ohio
My Commission Expires July 23, 2006

EXHIBIT A

**Articles of Incorporation
and
Registration as a Foreign Corporation**

SQUIRE SANDERS

LEGAL
COUNSEL
WORLDWIDE

SQUIRE, SANDERS & DEMPSEY L.L.P.

4900 Key Tower
127 Public Square
Cleveland, OH 44114-1304
Office: +1.216.479.8500
Fax: +1.216.479.8780

Preferred Fax: _____
If Problems: _____

July 8, 2003

PLEASE DELIVER THESE PAGES IMMEDIATELY

Number Of Pages (including cover): 11

TO: Michael J. Adamczyk

FAX NO.: 440-892-2850

COMPANY: DCT Telecom Group, Inc.

PHONE NO.: 440 808 4830

FROM: Abby G. Hamby

DIRECT DIAL NO.: +1.216.479.8028

E-MAIL: ahamby@ssd.com

RE: Articles of Incorporation and Certificate of Amendment

Message:

Mr. Adamczyk,

Attached are the following documents:

- 1. Original Articles of Incorporation of Digital Communication Technologies, Inc. and
- 2. Certificate of Amendment changing the name from Digital Communication Technologies, Inc. to DCT Telecom Group, Inc.

If you have any questions or concerns, please do not hesitate to contact me.

Abby G. Hamby
Project Assistant

CONFIDENTIALITY NOTICE:

The attached information is LEGALLY PRIVILEGED AND CONFIDENTIAL and is intended only for the use of the addressee named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, please be aware that any dissemination, distribution or duplication of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the address above via the postal service. Thank you.

Sender No.: 08249

59116.00003

4742

Job No: #171

Account No.

Return to Office

Doc ID --> H699_1268

SECRETARY OF STATE
 PROCESSING STATEMENT
 10/08/93

CHARTER NUMBER: 854839
 ROLL AND FRAME: H699-1268

H0699-1268

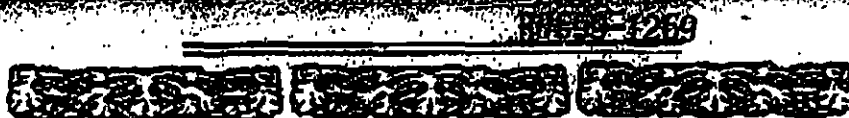
DOCUMENT NUMBER	CODE	FEE
93093018301	ARF	85.00

CORPORATION:
 DIGITAL COMMUNICATION TECHNOLOGIES, INC.

030233

RETURN TO: BROUSE & McDONELL
 ATTN: J.B. TUNER
 200 PLEASANT HARBOR BLVD
 WASHINGTON, DC 20007-1071

Doc ID --> H699_1268



The State of Ohio

Bob Taft
Secretary of State

854839

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings that said records show the filing and recording of: ARP

of

DIGITAL COMMUNICATION TECHNOLOGIES, INC.

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



Recorded on Roll #699 at Frame 1370 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 30TH day of SEP
A.D. 1995

Bob Taft
Bob Taft
Secretary of State

Doc ID --> H609_1268

H0099-1270

ARTICLES OF INCORPORATION
OF
DIGITAL COMMUNICATION TECHNOLOGIES, INC.
An Ohio Corporation

RECEIVED
DC
4-20-93
LITTON
825
0309 3018301

The undersigned, a citizen of the United States, desiring to form a corporation for profit under Chapter 1701 of the Revised Code of Ohio, does hereby certify:

I.
NAME

The name of this corporation shall be DIGITAL COMMUNICATION TECHNOLOGIES, INC.

II.
PRINCIPAL OFFICE

The place in Ohio where its principal office is to be located is the City of Cleveland, County of Cuyahoga, State of Ohio.

III.
PURPOSE

The purpose for which it is formed is to engage in any lawful business, contract or undertaking for which corporations formed under Chapter 1701 of the Revised Code of Ohio may engage and, in connection therewith, to exercise all express and incidental powers normally permitted such corporations.

IV.
AUTHORIZED STOCK

The number of shares which the corporation is authorized to have outstanding is Eight Hundred Fifty (850) common shares without par value.

V.
LIMITATION OF AUTHORITY

The authority of the corporation, its shareholders and directors, are subject to the following:

- (a) The corporation may wind up its affairs and dissolve pursuant to a resolution adopted, at a meeting of shareholders called for such purpose, by the affirmative vote of the holders of record of shares entitling them to exercise the majority of the voting power of the corporation;

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H0699-1271

(b) The corporation may purchase its shares, regardless of class, from time to time, to such extent, in such manner, and upon such terms as its Board of Directors shall determine; provided, however, that the corporation shall not purchase any of its shares if, after such purchase, its assets would be less than its liabilities plus stated capital; and

(c) No holder of shares of the corporation shall be entitled, as a matter of right, to exercise any preemptive rights, to subscribe for or purchase shares of any class now or hereafter authorized which are convertible into or exchangeable for shares of the corporation or to which shall be attached or appertain any warrants or rights entitling the holder thereof to subscribe for or purchase shares, except such rights to subscribe or purchase at such price or prices and upon such terms and conditions as the Board of Directors in its discretion from time to time may approve and authorize.

VI.

DEALING WITH DIRECTOR

A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; and any transaction, contract, or act of the corporation shall not be void or voidable or be in any way affected or invalidated by reason of the fact that any director or officer or any firm of which such director or officer is a member or any corporation of which such director or officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act; provided, however, that the fact that such director, officer, firm or corporation is so interested shall be disclosed or shall be known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which time upon any such transaction, contract or act shall be taken; and any such director or officer shall not be held accountable or responsible to the corporation, its shareholders or any other person or firm by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, officer or director is so interested in such transaction, contract or act; any such director or officer, if such officer is a director, may be obtained in determining the business of a committee at any meeting of the Board of Directors of the corporation which shall determine or take action in respect of any such transaction, contract or act, and may vote thereat to authorize, ratify or approve any such transaction, contract or act, with the force and effect as if he or any firm of which he is a member, or any corporation of which he is a shareholder, officer or director, were not interested in such transaction, contract or act.

VII.

AMENDMENT OF ARTICLES

These Articles of Incorporation, or any part thereof, may be amended, altered, changed or repealed by the affirmative vote of the holders of the majority of each class of shares entitled to vote thereat at a meeting of the shareholders of the corporation called for such purpose.

-2-

Doc ID --> H899_1268

H0699-1272

IN WITNESS WHEREOF, I have hereunto subscribed my name, this 9th day of September, 1993.

[Signature]

J. Brent Treier
Incorporator

(Area)

JUL-08-09 16:13 F. QUIRE SANDERS & DEMPSEY L.L.P. PL.48

210 95

T-970 P.07/11 Job-812

Doc ID --> H699_1268

H0699-1273

APPOINTMENT OF STATUTORY AGENT

KNOW ALL MEN BY THESE PRESENTS THAT B. & McD., Inc., 106 South Main Street, Akron, Ohio 44308, an Ohio corporation, with its principal business address in the City of Akron, County of Summit, and State of Ohio, is hereby appointed as the person upon whom process, tax notices and demands for DIGITAL COMMUNICATION TECHNOLOGIES, INC. may be served.



J. Hart Treier
Incorporator

Dated: September 9, 1992

To: DIGITAL COMMUNICATION TECHNOLOGIES, INC.

Gentlemen:

I hereby accept the appointment as the representative of your corporation upon whom process, tax notices or demands may be served.

B. & McD., Inc.
An Ohio Corporation



J. Hart Treier
Vice President

Doc ID -> H699_1268

H0699-1274
**BROUSE &
McDOWELL**
V.L.L.C. PROFESSIONAL ASSOCIATION

255 FIRST NATIONAL BANK BLDG. AERON. CHIO. 43260-1871 AERON. 314/818-4771 CLEVELAND 314/979-4450 FAX 314/271-9414/410

J BRAT TRUIER

VIA AIRBORNE EXPRESS

September 29, 1993

Secretary of State of Ohio
Corporate Division
30 East Broad Street
14th Floor
Columbus, Ohio 43266-0418

RE: Articles of Incorporation for Digital Communication Technologies, Inc.
("Company")

Dear Sir or Madam:

I enclose for filing Articles of Incorporation, along with the Appointment and Acceptance of Statutory Agent, for the Company, a for profit corporation. A check in the amount of \$85.00 is enclosed for the filing fee. If there are any questions concerning this filing, please contact me at 1-800-837-5711. Thank you for your assistance.

Very truly yours,


J. Brat Truier

JBT:tja
48324
Enc.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/27/2003	200317801000	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00	.00	.00	5.00

Receipt

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

SQUIRE, SANDERS & DEMPSEY, L.L.P.
 41 SOUTH HIGH STREET, SUITE 1300
 ATTN: B. KEMPTON
 COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

854839

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

DCT TELECOM GROUP, INC.

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

Document(s)
DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):
200317801000



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

Witness my hand and the seal of
 the Secretary of State at Columbus,
 Ohio this 26th day of June, A.D.
 2003.

J. Kenneth Blackwell
 Ohio Secretary of State

JUL-08-03 16:14 P. JUIRE SANDERS & DEMPSEY L.L.P. FL.40

216 95

T-378 P.10/11 Job-812

06/28/03 00:00 FAX
JUN-25-03 11:58 FROM: S. B. & D. L.L.P. 40TH FLE ID: 2164780788

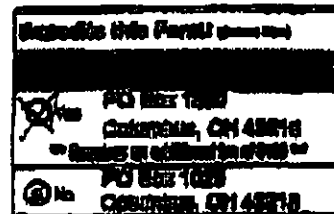
02
PAGE 2/



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Office (614) 466-3910
Toll Free 1-877-808-FILE (1-877-767-5453)

www.sos.state.oh.us
e-mail: fivestars@state.oh.us



**Certificate of Amendment by
Shareholders or Members
(Domestic)
Filing Fee \$50.00**

(CHECK ONLY ONE COLUMN)

<input type="checkbox"/> Domestic For Profit <input type="checkbox"/> Amended (1.20-4.00)	<input checked="" type="checkbox"/> Amendment (1.20-4.00)	<input type="checkbox"/> Domestic Non-Profit <input type="checkbox"/> Amended (1.20-4.00)	<input type="checkbox"/> Amendment (1.20-4.00)
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Provide the general information in this section for the law stated above.

Name of Corporation: Digital Communication Technologies, Inc.

Charter Number: 854839

Name of Officer: Anthony J. Babak

Title: Vice President

Please check if additional printing required.

The above named Ohio corporation, does hereby certify that:

A meeting of the shareholders directors (non-commercial entities only)

members was duly called and held on _____ (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise _____ % of the voting power of the corporation.

In a writing signed by all of the shareholders directors (non-profit amended articles only) members who would be entitled to the notice of a meeting of such other proportion not less than a majority as the articles of incorporation or bylaws permit.

Resolved, that the following amended articles of incorporation be and the same are hereby adopted to supersede and take the place of the existing articles of incorporation and all amendments thereto.

RECEIVED
SECRETARY OF STATE
2003 JUN 25 PM 4:22
CLERK OF THE COURT

JUL-08-03 16:14 F. QUIRE SANDERS & DEMPSEY L.L.P. FL.48

2188 06

T-379 P.11/11 Job-812

05/28/03 00:30 FAX
JUN-05-03 11:50 FROM: G.S. & D. L.L.P. 48TH FLOOR ID: 2184788788

03
PAGE 4/1

ALL OF THE FOLLOWING INFORMATION MUST BE COMPLETED IF AN EXERCISE HAS BEEN CHECKED.
IF AN EXERCISE HAS BEEN CHECKED, COMPLETE THE SPACE THAT APPLIES.

FIRST: The name of the corporation is: DCT Telecom Group, Inc.

SECOND: The place in the State of Ohio where its principal office is located is in the City of _____
(City, Village or Township) _____ (County)

THIRD: The purposes of the corporation are as follows:

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____
(Does not apply to law (2))

REQUIRED
Must be authenticated
(signed) by an authorized
representative
(See instructions)

Anthony R. Katz
Authorized Representative

6/25/03
Date

Authorized Representative

Date

Authorized Representative

Date

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Certificate of Authority
(15 Pa.C.S.)

Entity Number

315 7146

- Foreign Business Corporation (§ 4124)
 Foreign Nonprofit Corporation (§ 6124)

Name

Corporation Guarantee and Trust Company

Address Two Greenwood Square, Suite 110
3331 Street Road

City

State

Zip Code

Bensalem, PA 19020

Document will be returned to the name and address you enter to the left.
←

Fee: \$180

Filed in the Department of State on

JUL 17 2003

Debra C. Carter

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned, hereby states that:

1. The name of the corporation is:
DCT TELECOM GROEP, INC.

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.
The name which the corporation adopts for use in this Commonwealth is:

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:
Ohio

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

27877 Clemens Road, Westlake, OH 44145
Number and street City State Zip

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o: Corporation Guarantee and Trust Company				Bucks

7. Check one of the following:

Business Corporation: The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

Nonprofit Corporation: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this 14th day of July, 2003.

DCT TELECOM GROUP, INC.
Name of Corporation

Anthony Richard
Signature

Vice-President
Title

EXHIBIT B

Proposed Initial Tariff

Interexchange Toll Reseller Tariff

Provided by

DCT Telecom Group, Inc.

In the

Commonwealth of Pennsylvania

The Company's tariff is in concurrence with all applicable state and federal laws (including, but not limited to, 52 Pa. Code, 66 Public Utilities Code and the Telecommunications Act of 1996), and with the Commission's applicable rules, regulations, and orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued:

Effective:

Issue by: Anthony F. Romano, Jr., President
DCT Telecom Group, Inc.
27877 Clemens Road
Westlake, OH 44145

CHECK SHEET

The title page and pages 1-39 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original		

* New or Revised Sheets

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

Issued:

Effective:

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Pennsylvania by DCT Telecom Group, Inc. ("Company").

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EXPLANATION OF SYMBOLS

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

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

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Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Pennsylvania Public Utility Commission

Company

DCT Telecom Group, Inc.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

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Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

HITC

Highest Interexchange Transporter Charge or Surcharge

HIDTR

Highest Interexchange Transporter Daytime Rate

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

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Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

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Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

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Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Exchange Reseller Tariff of the Company and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. The Reseller of Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
 - 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
 - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. *In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.*
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

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2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity 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 Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services.

Issued:

Effective:

Issue by: Anthony F. Romano, Jr., President
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Westlake, OH 44145

- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

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2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, *immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service.* Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.5.2.E. in the event of unauthorized use.

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- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.5.4. Customer Complaints and/or Billing Disputes:
Residential disputes, as defined in 52 Pa. Code Chapter 64 will be processed by the Company consistent with Commission regulations. Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where an undercharge in billing of the subscriber is the result of a mistake by the Company, the Company may not back bill in excess of 48 months.

Customers who are not satisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services at the following address and telephone number:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
800-782-1110

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2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of $1/720$ th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

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Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

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- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed 1½% per month. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

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2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.8.7. Company will not require deposits or advance payments by Customers for Services.

2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.10. Tax and Fee Adjustments

2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

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2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

2.11. Method for Calculation of Airline Mileage

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1 - V2)^2 + (H1 + H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

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Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

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3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Dedicated Inbound Service

3.3.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.4. Switched Outbound Service

3.4.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

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3.7. Timing of Calls

3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.8. Minimum Call Completion Rate

3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

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4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.070	\$0.070

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4.3. Dedicated Inbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.040	\$0.040

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4.4. Switched Outbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.070	\$0.070

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4.5. Dedicated Outbound Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.040	\$0.040

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4.6. Calling Card Usage Rates

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.15	\$0.15

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4.7. Term Plans

4.7.1. Term Plans may be offered on an individual case basis.

4.8. Recurring Charges

4.8.1. Customers will incur the following monthly Recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800 Number	\$10.00	\$10.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$7.50	\$7.50

4.9. Non-recurring Charges

4.9.1. Customers will incur the following Non-recurring Charges:

	SWITCHED ACCESS	DEDICATED ACCESS
Per 800/888 Number	\$10.00	\$10.00
Accounting Codes (non-verified)	\$15.00	\$15.00
Authorization Codes/BTN (verified)	\$15.00	\$15.00

4.10. Special Promotional Offering

4.10.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.11. Emergency Calls

4.11.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

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4.12. Payphone Use Service Charge

4.12.1. A *Payphone Use Service Charge* applies to each completed interLATA and intraLATA non-sent paid message made over a payphone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.30.

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EXHIBIT C

Financial Statements

Digital Communications Technologies, Inc.

Balance Sheet

07/02/2002

As of December 31, 2001

Dec 31, '01

ASSETS

Current Assets

Checking/Savings

1010 Checking Account 3,492.06

Total Checking/Savings 3,492.06

Other Current Assets

1300 Loans to Partners

1330 Tony Rehak 25,500.00

Total 1300 Loans to Partners 25,500.00

Total Other Current Assets 25,500.00

Total Current Assets 28,992.06

Fixed Assets

1505 Equipment 19,751.65

1506 Accum Depre - Equipment -19,751.65

Total Fixed Assets 0.00

Other Assets

1800 Organizations Costs 851.00

1801 Amortization - Organization Cst -851.00

1805 Start-up Costs 6,016.74

1806 Amortization - Start-up Costs -6,016.74

Total Other Assets 0.00

TOTAL ASSETS 28,992.06

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 Accrued Money Purchase Pension 57,150.00

Total Other Current Liabilities 57,150.00

Total Current Liabilities 57,150.00

Long Term Liabilities

2900 Distribute Cash to Partners

2910 Tony Romano 2,750.79

2920 Mike Adamczyk 206.63

2930 Tony Rehak 534.64

2900 Distribute Cash to Partners - Other -3,492.06

Total 2900 Distribute Cash to Partners 0.00

Total Long Term Liabilities 0.00

Total Liabilities 57,150.00

Equity

3010 Common Stock 1,000.00

3020 Additional Paid-in Capital 1,000.00

3900 Retained Earnings -64,442.51

Net Income 34,284.57

Total Equity -28,157.94

TOTAL LIABILITIES & EQUITY 28,992.06

Digital Communications Technologies, Inc.

Profit & Loss

December 31, 2001

07/02/2002

12/31/01

Ordinary Income/Expense

Income

4000	Sales/Commissions	
4003	Cable & Wireless	
4003.1	C&W-Voice	952,257.57
4003.2	C&W-Data Referral	8,599.59
4003.3	C&W-Internet Data	42,550.42
Total 4003	Cable & Wireless	<u>1,003,407.58</u>
4004	MCI Worldcom	3,654.27
4005	WNS	112,257.13
Total 4000	Sales/Commissions	<u>1,119,318.98</u>
4500	Loan	0.00
Total Income		<u>1,119,318.98</u>

Expense

5000	ADP Payroll	
5010	Payroll Checks	107,134.27
5020	Taxes	142,965.73
5040	Employer Payroll Taxes	
5040.1	Partners	
5041	SS & MC	14,104.45
5042	OH SUI	648.00
5043	FUTA	168.00
Total 5040.1	Partners	<u>14,920.45</u>
Total 5040	Employer Payroll Taxes	14,920.45
5060	Payroll Processing Fees	464.54
Total 5000	ADP Payroll	<u>265,484.99</u>
5200	Taxes	
5215	RITA	1,062.50
5230	Worker's Compensation	195.99
Total 5200	Taxes	<u>1,258.49</u>
5300	401K Administartion	
5340	Bisys Fees	1,000.00
Total 5300	401K Administartion	<u>1,000.00</u>
5500	Pension	
5510	Tony Romano	35,000.00
5520	Mike Adamczk	9,650.00
5530	Tony Rehak	12,500.00
5540	Pension Fees	375.00
Total 5500	Pension	<u>57,525.00</u>
5800	Sub Agents	

	<u>12/31/01</u>
5820 CTR Telecom	9,480.15
5845 John Rehak	10,183.74
5890 Warwick	<u>4,034.39</u>
Total 5800 Sub Agents	23,698.28
5900 WNS Commissions	
5910 C&W Voice	462,295.80
5920 C&W Data Referral	2,278.16
5930 C&W Internet Data	2,158.92
5940 MCI Worldcom	<u>1,449.71</u>
Total 5900 WNS Commissions	468,182.59
6000 Office Supplies	388.90
6100 Office Expenses	0.00
6200 Printing and Reproduction	1,238.41
6450 Delivery and Postage	3.95
6500 Communications	
6535 Internet-Home Office	139.65
6540 Long Distance	
6540.5 Airfone	<u>48.00</u>
Total 6540 Long Distance	48.00
6550 Cellular Service	<u>32.09</u>
Total 6500 Communications	219.74
6700 Dues and Subscriptions	285.00
7000 Client Relations	
7012 Gifts	438.76
7015 Florist	258.97
7017 Promotion	3,214.06
7020 Browns Tickets	3,504.00
7025 Cleveland Indians Merchandise	-413.33
7030 Customer Bills Paid	
7030.6 Quick Plastics	30.00
7030.7 Sandusky Register	<u>71.00</u>
Total 7030 Customer Bills Paid	101.00
7050 Misc	<u>2,096.19</u>
Total 7000 Client Relations	9,199.65
7200 Contributions	739.00
7300 Employee Benefits	
7310 Tony Romano	2,044.60
7320 Mike Adamczyk	252.45
7330 Tony Rehak	6,200.00
7340 Others	1,500.00
7300 Employee Benefits - Other	<u>170.00</u>
Total 7300 Employee Benefits	10,167.05
7400 Insurance	
7410 Partner's Life Insurance	4,925.00
7420 Dental & Disability Insurance	761.26
7430 Property & Contents	841.00

	<u>12/31/01</u>
7435 Auto Insurance	2,227.00
7450 ERISA	180.00
Total 7400 Insurance	<u>8,934.26</u>
7500 Travel & Ent	
7510 Entertainment	
7510.10 Golf	7,873.35
7510.40 Indians Tickets	473.33
Total 7510 Entertainment	<u>8,346.68</u>
7520 Meals	19,198.43
7530 Lodging	29,600.18
7540 Transportation	11,604.53
7550 Personal Expense	5.23
Total 7500 Travel & Ent	<u>68,755.05</u>
7600 Automobile Expense	
7600.1 Audi Lease	752.07
Total 7600 Automobile Expense	<u>752.07</u>
8200 Recruiting	500.00
8300 Professional Fees	
8310 Legal Fees	1,775.00
8320 Accounting Fees	9,080.00
Total 8300 Professional Fees	<u>10,855.00</u>
8500 Equipment Purchase	
8520 Computer	2,432.86
8540 Furniture	459.03
8500 Equipment Purchase - Other	2,955.09
Total 8500 Equipment Purchase	<u>5,846.98</u>
9999 Uncategorized Expenses	0.00
Total Expense	<u>935,034.41</u>
Net Ordinary Income	<u>184,284.57</u>
Net Income	<u><u>184,284.57</u></u>

Digital Communications Technologies, Inc.

Balance Sheet

As of December 31, 2002

Dec 31, '02

ASSETS

Current Assets

Checking/Savings

1010 Checking Account 2,381.89

Total Checking/Savings 2,381.89

Other Current Assets

1300 Loans to Partners

1310 Tony Romano 50,000.00

1330 Tony Rehak 49,950.00

Total 1300 Loans to Partners 99,950.00

1410 Prepaid FIT 2,862.49

1415 Deposits 1,000.00

Total Other Current Assets 103,812.49

Total Current Assets 106,194.38

Fixed Assets

1505 Equipment 27,809.25

1506 Accum Depre - Equipment -18,961.06

1600 Furniture & Fixtures 15,223.86

1610 A/D Furniture & Fixtures -10,799.71

1700 Building 8,029.15

1710 A/D Building -77.21

1900 Cap Lease - Phones 13,390.00

1910 A/D Cap Lease - Phones -5,571.75

1920 Cap Lease - Computer 31,894.50

1930 A/D Cap Lease - Computer -14,033.58

1940 Cap Lease - Furniture & Fixture 140,825.91

1950 A/D Cap Lease - Furn & Fix -56,330.36

Total Fixed Assets 131,399.00

Other Assets

1800 Organizations Costs 851.00

1801 Amortization - Organization Cst -851.00

1805 Start-up Costs 6,016.74

1806 Amortization - Start-up Costs -6,016.74

Total Other Assets 0.00

TOTAL ASSETS 237,593.38

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 Accrued Money Purchase Pension 92,911.40

2500 Loans From Partners

2520 Mike Adamczyk 22,000.00

Total 2500 Loans From Partners 22,000.00

Dec 31, '02

2900	Distribute Cash to Partners	
2910	Tony Romano	383.27
2920	Mike Adamczyk	532.55
2930	Tony Rehak	1,466.07
2900	Distribute Cash to Partners - Other	<u>-2,381.89</u>
Total 2900	Distribute Cash to Partners	<u>0.00</u>

Total Other Current Liabilities 114,911.40

Total Current Liabilities 114,911.40

Long Term Liabilities

2600	CAP LSE Pay -Phones & Computers	42,097.53
2650	CAP LSE Pay-Furniture & Fixture	<u>135,459.13</u>
Total Long Term Liabilities		<u>177,556.66</u>

Total Liabilities 292,468.06

Equity

3010	Common Stock	1,000.00
3020	Additional Paid-in Capital	1,000.00
3300	Distribution	-300.00
3900	Retained Earnings	-1,983.74
Net Income		<u>-54,590.94</u>
Total Equity		<u>-54,874.68</u>

TOTAL LIABILITIES & EQUITY 237,593.38

Digital Communication Technologies, Inc.

Profit and Loss Detail by Class

December 31, 2002

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
4000 Sales/Commissions	
4100 SBC	
4101 SBC.DCT	
4101.10 Upfront	425,613.97
4101.20 Residual	15,797.58
4101.30 Misc Splits	418.28
4101.40 Partner %	0.00
Total 4101 SBC.DCT	<u>441,829.83</u>
4102 SBC.Warwick	
4102.10 Upfront	157,835.17
4102.20 Residual	99,570.21
4102.30 As Pays	9,546.62
4102.40 Partner %	0.00
4102.50 Warwick %	-44,531.23
Total 4102 SBC.Warwick	<u>222,420.77</u>
Total 4100 SBC	664,250.60
4200 Long Distance	
4201 Cable & Wireless	
4201.10 C&W-Voice	945,421.51
4201.30 C&W-Internet Data	83,725.46
4201.40 C&W - Managed Base	198,743.71
4201.50 C&W - 6409 Litten	73.19
4201 Cable & Wireless - Other	2,000.00
Total 4201 Cable & Wireless	<u>1,229,963.87</u>
4202 MCI Worldcom	879.68
4203 ACC Business/NCS	2,768.66
4204 Qwest	55,889.40
Total 4200 Long Distance	<u>1,289,501.61</u>
4400 Other	20,305.32
4000 Sales/Commissions - Other	0.00
Total 4000 Sales/Commissions	<u>1,974,057.53</u>
4500 Loan	0.00
Total Income	<u>1,974,057.53</u>
Expense	
5000 ADP Payroll	
5005 Officer Compensation	500,575.87
5010 Payroll Checks	743,988.32
5020 Taxes	83,075.03
5060 Payroll Processing Fees	2,513.25
Total 5000 ADP Payroll	<u>1,330,152.47</u>
5200 Taxes	

	<u>TOTAL</u>
5215 RITA	4,583.50
5230 Worker's Compensation	902.56
Total 5200 Taxes	<u>5,486.06</u>
5300 401K Administrartion	
5340 Bisys Fees	2,013.75
Total 5300 401K.Administartion	<u>2,013.75</u>
5400 Distributions	
5410 Tony Romano	0.00
5420 Mike Adamczyk	0.00
5430 Tony Rehak	0.00
Total 5400 Distributions	<u>0.00</u>
5500 Pension	
5510 Tony Romano	39,750.00
5520 Mike Adamczk	13,161.40
5530 Tony Rehak	40,000.00
Total 5500 Pension	<u>92,911.40</u>
5800 Sub Agents	
5805 Anthony Romano Sr.	500.00
5820 CTR Telecom	10,422.28
5825.1 Fasnet	539.64
5845 John Rehak	8,558.29
5866 Phase III	174.00
5890 Warwick	2,559.29
Total 5800 Sub Agents	<u>22,753.50</u>
6000 Office Supplies	
6010 Basic Supplies	7,169.32
6020 Copies	846.13
6030 Printing	15,392.88
6040 Postage and Delivery	
6040.1 Postage	541.74
6040.2 Fed Ex	3,227.09
6040.3 UPS	200.71
6040 Postage and Delivery - Other	177.08
Total 6040 Postage and Delivery	<u>4,146.62</u>
6050 Awards	96.84
6060 Coffee	536.70
Total 6000 Office Supplies	<u>28,188.49</u>
6300 Utilities	
6310 Columbia Gas	
6310.1 Suite 155	336.68
6310.2 Suite 225	209.65
6310.3 Clemens Road	1,243.80
Total 6310 Columbia Gas	<u>1,790.13</u>
6320 The Illuminating Company	
6320.1 Suite 155	2,711.96
6320.2 Suite 225	461.22
6320.3 Clemens Road	1,565.32
	<u>4,738.50</u>

	<u>TOTAL</u>
Total 6320 The Illuminating Company	<u>4,738.50</u>
Total 6300 Utilities	6,528.63
6400 Rent	
6410 Peaks & Associates	14,081.13
6420 Deborah Cooke	8,402.00
6430 Bennett Builders	5,000.00
6440 Clemens Real Estate	<u>58,047.00</u>
Total 6400 Rent	85,530.13
6500 Communications	
6510 Ameritech	1,228.45
6515 DSL Service	2,798.89
6516 Internet -Dial Up	526.98
6520 Internet - Adelpia	200.00
6530 ISDN Prime	8,807.98
6535 Internet-Home Office	219.45
6536 Internet-Home Ofc Tami	258.08
6540 Long Distance	
6540.1 Cable & Wireless	4,362.64
6540.3 Romano-Home	433.25
6540.4 Florida Account	180.07
6540.5 1LD Calling Cards	68.33
6540.9 Long Distance.Hotel	171.36
6540 Long Distance - Other	<u>32.72</u>
Total 6540 Long Distance	5,248.37
6550 Cellular Service	<u>11,465.76</u>
Total 6500 Communications	30,753.96
6600 Equipment Lease	
6620 Konica Copier	4,533.55
6630 Firstmerit Equip Lease	250.00
6640 Firstmerit Furniture	<u>500.00</u>
Total 6600 Equipment Lease	5,283.55
6650 Interest	
6651 Interest Firstmerit - P&C	1,322.93
6652 Interest Firstmerit F&F	<u>3,811.27</u>
Total 6650 Interest	5,134.20
6700 Dues and Subscriptions	1,399.28
6800 Office Maintenance	
6810 Building Maintenance	140.09
6820 Computer Consultants	
6820.10 Micro Systems	8,124.42
6820.20 ACT - Woodcock	<u>2,600.00</u>
Total 6820 Computer Consultants	10,724.42
6830 Phone Repairs & Program	1,296.75
6840 Equipment Repair	70.00
6850 Janitorial Expense	<u>3,381.20</u>
Total 6800 Office Maintenance	15,612.46

	<u>TOTAL</u>
7000 Client Relations	
7010 Calling cards	1,019.84
7012 Gifts	2,278.09
7015 Florist	236.95
7017 Promotion	603.62
7020 Browns Tickets	0.00
7030 Customer Bills Paid	
7030.01 Astro Model	1,080.00
7030.1 Calvert Wire	800.00
7030.2 Dawson Companies	852.50
7030.3 Dean Supply	184.58
7030.8 National Enterprise	1,397.70
7030.9 Grafton Cable	<u>1,600.00</u>
Total 7030 Customer Bills Paid	5,914.78
7050 Misc	<u>1,641.07</u>
Total 7000 Client Relations	11,694.35
7200 Contributions	7,300.00
7300 Employee Benefits	
7310 Tony Romano	165.00
7320 Mike Adamczyk	96.32
7330 Tony Rehak	1,045.39
7340 Others	<u>4,535.84</u>
Total 7300 Employee Benefits	5,842.55
7400 Insurance	
7410 Partner's Life Insurance	4,925.00
7415 Medical Insurance	80,062.32
7420 Dental & Disability Insurance	8,687.14
7430 Property & Contents	1,434.00
7435 Auto Insurance	1,568.79
7450 ERISA	<u>14.00</u>
Total 7400 Insurance	96,691.25
7500 Travel & Ent	
7510 Entertainment	
7510.10 Golf	11,913.00
7510.15 Cleveland Browns	3,101.00
7510.40 Indians Tickets	5,700.00
7510.50 Misc	<u>436.72</u>
Total 7510 Entertainment	21,150.72
7520 Meals	
7520.10 Partners - 50%	20,808.87
7520.30 Joe Alletto - 50%	359.74
7520.40 Company - 100%	<u>2,424.41</u>
Total 7520 Meals	23,593.02
7530 Lodging	
7530.10 Partners	<u>7,939.36</u>
Total 7530 Lodging	7,939.36
7540 Transportation	

	<u>TOTAL</u>
7540.10 Partners	13,449.84
7540.20 Mike Litten	1,020.44
Total 7540 Transportation	<u>14,470.28</u>
7550 Personal Expense	-1.00
Total 7500 Travel & Ent	<u>67,152.38</u>
7600 Automobile Expense	
7600.3 Adamczyk Auto	5,256.00
7600.4 Porsche Lease	12,139.44
7600.5 Romano Auto	9,180.00
7600.9 Car-Deposit	0.00
7600 Automobile Expense - Other	<u>8,272.77</u>
Total 7600 Automobile Expense	<u>34,848.21</u>
8200 Recruiting	805.00
8250 Prospecting	50.00
8300 Professional Fees	
8310 Legal Fees	30,908.70
8320 Accounting Fees	12,975.00
8340 Consulting Fee	2,725.00
8350 Office Design	0.00
Total 8300 Professional Fees	<u>46,608.70</u>
8500 Equipment Purchase	
8510 Printer	0.00
8520 Computer	0.00
8530 Phone	0.00
8540 Furniture	0.00
Total 8500 Equipment Purchase	<u>0.00</u>
8600 Clemens Office	
8610 Construction	0.00
8620 New Office Deco	0.00
Total 8600 Clemens Office	<u>0.00</u>
8700 Training	834.95
8900 Escrow with Warwick	32,636.70
9150 Depreciation	93,065.02
9999 Uncategorized Expenses	0.00
Total Expense	<u>2,029,276.99</u>
Net Ordinary Income	-55,219.46
Other Income/Expense	
Other Income	
9800 Interest Income	628.52
Total Other Income	<u>628.52</u>
Net Other Income	<u>628.52</u>
Net Income	<u><u>-54,590.94</u></u>

Digital Communications Technologies, Inc.

Balance Sheet

As of April 30, 2003

Apr 30, '03

ASSETS

Current Assets

Checking/Savings

1010 Checking Account 217,462.02

Total Checking/Savings 217,462.02

Other Current Assets

1300 Loans to Partners

1310 Tony Romano 50,000.00

1330 Tony Rehak 49,950.00

Total 1300 Loans to Partners 99,950.00

1410 Prepaid FIT 2,862.49

1415 Deposits 1,000.00

Total Other Current Assets 103,812.49

Total Current Assets 321,274.51

Fixed Assets

1505 Equipment 27,809.25

1506 Accum Depre - Equipment -18,961.06

1600 Furniture & Fixtures 15,223.86

1610 A/D Furniture & Fixtures -10,799.71

1700 Building 8,029.15

1710 A/D Building -77.21

1900 Cap Lease - Phones 13,390.00

1910 A/D Cap Lease - Phones -5,571.75

1920 Cap Lease - Computer 31,894.50

1930 A/D Cap Lease - Computer -14,033.58

1940 Cap Lease - Furniture & Fixture 140,825.91

1950 A/D Cap Lease - Furn & Fix -56,330.36

Total Fixed Assets 131,399.00

Other Assets

1800 Organizations Costs 851.00

1801 Amortization - Organization Cst -851.00

1805 Start-up Costs 6,016.74

1806 Amortization - Start-up Costs -6,016.74

Total Other Assets 0.00

TOTAL ASSETS 452,673.51

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 Accrued Money Purchase Pension 92,911.40

2500 Loans From Partners

2520 Mike Adamczyk 42,000.00

Total 2500 Loans From Partners 42,000.00

Apr 30, '03

2900	Distribute Cash to Partners	
2910	Tony Romano	69,806.93
2920	Mike Adamczyk	92,689.17
2930	Tony Rehak	54,965.92
2900	Distribute Cash to Partners - Other	<u>-217,462.02</u>
Total 2900	Distribute Cash to Partners	<u>0.00</u>
Total Other Current Liabilities		<u>134,911.40</u>
Total Current Liabilities		134,911.40
Long Term Liabilities		
2600	CAP LSE Pay -Phones & Computers	42,097.53
2650	CAP LSE Pay-Furniture & Fixture	<u>135,459.13</u>
Total Long Term Liabilities		<u>177,556.66</u>
Total Liabilities		312,468.06
Equity		
3010	Common Stock	1,000.00
3020	Additional Paid-in Capital	1,000.00
3300	Distribution	
3310	Tony Romano	-50,000.00
3330	Tony Rehak	<u>-50,000.00</u>
Total 3300	Distribution	<u>-100,000.00</u>
3900	Retained Earnings	-56,874.68
Net Income		<u>295,080.13</u>
Total Equity		<u>140,205.45</u>
TOTAL LIABILITIES & EQUITY		<u>452,673.51</u>

Profit and Loss Detail by Class

April 30, 2003

	<u>TOTAL</u>
Ordinary Income/Expense	
Income	
4000 Sales/Commissions	
4100 SBC	
4101 SBC.DCT	
4101.10 Upfront	372,703.34
4101.20 Residual	20,103.10
4101.40 Partner %	0.00
Total 4101 SBC.DCT	<u>392,806.44</u>
4102 SBC.Warwick	
4102.10 Upfront	-10,930.20
4102.20 Residual	-16,120.83
4102.30 As Pays	2,481.76
4102.40 Partner %	0.00
4102.50 Warwick %	4,960.54
4102 SBC.Warwick - Other	0.00
Total 4102 SBC.Warwick	<u>-19,608.73</u>
Total 4100 SBC	373,197.71
4200 Long Distance	
4201 Cable & Wireless	
4201.10 C&W-Voice	56,669.62
4201.30 C&W-Internet Data	23,815.77
4201.40 C&W - Managed Base	19,377.47
Total 4201 Cable & Wireless	<u>99,862.86</u>
4203 ACC Business/NCS	6,826.22
4204 Qwest	183,576.62
4205 Primus	172,778.33
4206 New Edge	1,696.33
Total 4200 Long Distance	<u>464,740.36</u>
4400 Other	400,000.00
4000 Sales/Commissions - Other	0.00
Total 4000 Sales/Commissions	<u>1,237,938.07</u>
Total Income	1,237,938.07
Expense	
5000 ADP Payroll	
5010 Payroll Checks	408,320.69
5020 Taxes	272,877.03
5060 Payroll Processing Fees	1,269.12
Total 5000 ADP Payroll	<u>682,466.84</u>
5200 Taxes	
5215 RITA	842.00
5230 Worker's Compensation	1,025.96
5240 Cuyahoga Taxable Property	1,646.45
Total 5200 Taxes	<u>3,514.41</u>

	<u>TOTAL</u>
5300 401K Administrartion	
5340 Bisys Fees	506.25
Total 5300 401K Administrartion	<u>506.25</u>
5400 Distributions	
5410 Tony Romano	0.00
5430 Tony Rehak	0.00
Total 5400 Distributions	<u>0.00</u>
5500 Pension	
5510 Tony Romano	39,750.00
5530 Tony Rehak	20,000.00
Total 5500 Pension	<u>59,750.00</u>
5800 Sub Agents	
5820 CTR Telecom	2,008.22
5825.1 Fasnet	220.68
5845 John Rehak	3,250.00
Total 5800 Sub Agents	<u>5,478.90</u>
6000 Office Supplies	
6010 Basic Supplies	1,479.89
6020 Copies	841.81
6030 Printing	2,338.58
6040 Postage and Delivery	
6040.1 Postage	334.00
6040.2 Fed Ex	950.77
Total 6040 Postage and Delivery	<u>1,284.77</u>
6050 Awards	42.80
6060 Coffee	119.60
Total 6000 Office Supplies	<u>6,107.45</u>
6300 Utilities	
6310 Columbia Gas	
6310.3 Clemens Road	1,407.77
Total 6310 Columbia Gas	<u>1,407.77</u>
6320 The Illuminating Company	
6320.3 Clemens Road	1,852.26
Total 6320 The Illuminating Company	<u>1,852.26</u>
Total 6300 Utilities	3,260.03
6400 Rent	
6440 Clemens Real Estate	42,216.00
Total 6400 Rent	<u>42,216.00</u>
6500 Communications	
6510 Ameritech	404.79
6516 Internet -Dial Up	48.42
6530 ISDN Prime	3,037.75
6535 Internet-Home Office	79.80
6536 Internet-Home Ofc Tami	23.90
6537 Internet-Qwest	3,370.43

	<u>TOTAL</u>
6538 Web Hosting	36.92
6540 Long Distance	
6540.1 Cable & Wireless	264.67
6540.3 Romano-Home	76.77
6540.4 Florida Account	48.05
6540.5 ILD Calling Cards	10.52
6540.6 Primus	1,515.46
6540 Long Distance - Other	<u>17.22</u>
Total 6540 Long Distance	1,932.69
6550 Cellular Service	<u>4,085.34</u>
Total 6500 Communications	13,020.04
6600 Equipment Lease	
6620 Konica Copier	1,848.28
6630 Firstmerit Equip Lease	6,013.20
6640 Firstmerit Furniture	<u>12,237.40</u>
Total 6600 Equipment Lease	20,098.88
6700 Dues and Subscriptions	503.50
6800 Office Maintenance	
6810 Building Maintenance	240.75
6820 Computer Consultants	
6820.10 Micro Systems	3,300.00
6820.20 ACT - Woodcock	<u>200.00</u>
Total 6820 Computer Consultants	3,500.00
6830 Phone Repairs & Program	<u>2,261.72</u>
Total 6800 Office Maintenance	6,002.47
7000 Client Relations	
7012 Gifts	179.88
7015 Florist	114.00
7030 Customer Bills Paid	
7030.04 Lums	<u>149.80</u>
Total 7030 Customer Bills Paid	149.80
7050 Misc	<u>2,308.16</u>
Total 7000 Client Relations	2,751.84
7200 Contributions	2,300.00
7300 Employee Benefits	
7310 Tony Romano	850.00
7330 Tony Rehak	306.71
7340 Others	<u>1,900.00</u>
Total 7300 Employee Benefits	3,056.71
7400 Insurance	
7410 Partner's Life Insurance	2,561.40
7415 Medical Insurance	30,540.32
7420 Dental & Disability Insurance	3,750.63
7430 Property & Contents	<u>25.00</u>
Total 7400 Insurance	36,877.35
7500 Travel & Ent	
7510 Entertainment	

	<u>TOTAL</u>
7510.10 Golf	1,664.14
7510.15 Cleveland Browns	3,097.00
7510.20 Cleveland Indians Tickets	<u>6,480.00</u>
Total 7510 Entertainment	11,241.14
 7520 Meals	
7520.10 Partners - 50%	6,613.82
7520.30 Joe Alletto - 50%	2,403.25
7520.40 Company - 100%	<u>4,646.21</u>
Total 7520 Meals	13,663.28
 7530 Lodging	
7530.10 Partners	<u>3,390.29</u>
Total 7530 Lodging	3,390.29
 7540 Transportation	
7540.10 Partners	<u>5,363.33</u>
Total 7540 Transportation	5,363.33
 7550 Personal Expense	<u>-1.00</u>
Total 7500 Travel & Ent	33,657.04
 7600 Automobile Expense	
7600.3 Adamczyk Auto	1,752.00
7600.4 Porsche Lease	3,570.42
7600.5 Romano Auto	3,600.00
7600 Automobile Expense - Other	<u>3,785.35</u>
Total 7600 Automobile Expense	12,707.77
 8200 Recruiting	190.00
8250 Prospecting	1,127.93
8300 Professional Fees	
8310 Legal Fees	7,517.14
8320 Accounting Fees	<u>1,910.00</u>
Total 8300 Professional Fees	9,427.14
 8500 Equipment Purchase	
8520 Computer	3,652.98
8530 Phone	236.87
8540 Furniture	<u>1,283.83</u>
Total 8500 Equipment Purchase	5,173.68
 8600 Clemens Office	
8620 New Office Deco	<u>953.79</u>
Total 8600 Clemens Office	953.79
 8800 Bank Fee	18.00
8900 Escrow with Warwick	-8,308.08
9999 Uncategorized Expenses	<u>0.00</u>
Total Expense	<u>942,857.94</u>
 Net Ordinary Income	<u>295,080.13</u>
 Net Income	<u><u>295,080.13</u></u>

CERTIFICATE OF SERVICE

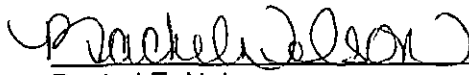
I hereby certify that I have on this date, served a true copy of the foregoing document(s) upon the participants, listed below, in accordance with the requirements of § 1.54 (relating to service by a participant).

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Respectfully submitted this 17th day of September 2003.



Rachel E. Nelson

RECEIVED

SEP 17 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW
900 COMERICA BUILDING
KALAMAZOO, MICHIGAN 49007-4752
TELEPHONE (269) 381-8844
FAX (269) 381-8822

GEORGE H. LENNON
DAVID G. CROCKER
MICHAEL D. O'CONNOR
HAROLD E. FISCHER, JR.
LAWRENCE M. BRENTON
GORDON C. MILLER
GARY P. BARTOSIEWICZ
BLAKE D. CROCKER

ROBERT M. TAYLOR
RON W. KIMBREL
PATRICK D. CROCKER
ANDREW J. VORBRICH
TYREN R. CUDNEY
STEVEN M. BROWN
KRISTEN L. GETTING

ORIGINAL

OF COUNSEL
THOMPSON BENNETT
JOHN T. PETERS, JR.
VINCENT T. EARLY
(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

October 17, 2003

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission
Second Floor, Room N201
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

OCT 17 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: DCT Telecom Group, Inc.

A-311289

Dear Mr. McNulty:

Enclosed herewith for filing with the Commission, please find an original and three (3) copies of the above captioned corporation's List of 911 Coordinators contacted by the Applicant, which we failed to include in the initial filing.

In addition, on this date I have served copies of the Application on the Commonwealth of Pennsylvania's Office of Consumer Advocate, Small Business Advocate, and Office of the Attorney General. A proof of service is attached hereto.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed, stamped envelope attached thereto.

Should you have any questions, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

DOCUMENT
FOLDER

Patrick D. Crocker

PDC/ren

enc

c Service List

123

PA Emergency Management Agency
911 Program
911 Coordinators

Adams

Ms. Donna M. Powers
County Courthouse, Room 6
111-117 Baltimore Street
Gettysburg, PA 17325-2313
Office Phone: 717-334-8603
Additional Phone: 717-334-8603 911 ctr
Fax: 717-334-1822
Email:dpowers@acc.pa.net

Allegheny

Mr Robert Harvey
400 North Lexington Street
Pittsburgh, PA 15208-2521
Office Phone: 412-473-3372/3000
Additional Phone: 412-241-4119 ctr
Fax: 412-473-2589
Email:bjones@county.allegheny.pa.us

Armstrong

Mrs. Marie Moers
450 East Market Street
Kittanning, PA 16201-1409
Office Phone: 724-548-3430
Additional Phone: 724-548-5105
Fax: 724-548-3243
Email:armstrong911.mores@alltel.net

Beaver

Mr. Russell T Chiodo
250 East End Avenue
Beaver, PA 15009
Office Phone: 724-775-1700
Additional Phone: 724-773-3103 911 ctr
Fax: 724-775-1163
Email:kjoy@co.beaver.pa.us

Bedford

Ms. Pam Cober
130 Vondersmith Avenue
Bedford, PA 15522
Office Phone: 814-623-1878
Additional Phone: 814-623-1105 911 ctr
Fax: 814-623-0799
Email:bedema@bedford.net

DOCUMENT
FOLDER

DOCKETED
OCT 23 2003

Berks

Ms. Daphne Miller
18th Floor
33 North 6th Street
Reading, PA 19601
Office Phone: 610-655-4901
Additional Phone: 610-655-4931>4937 911 ctr
Fax: 610-655-4999
Email:dmiller@countyofberks.com

Blair

Mr. Jeffry J Fornwalt
Blkair County 911 Center
615 4th. St.
Altoona, PA 16602
Office Phone: 814-940-5900
Additional Phone: 814-940-5910
Fax: 814-940-5907
Email:blair911@aasdcatt.com

Bradford

Mr. Jeff Overdorff
R. D. #1, Box 179-C
Towanda, PA 18848
Office Phone: 570-265-9102
Additional Phone: 570-265-3131 911 ctr
Fax: 570-265-4774
Email:bcrema@epix.net

Bucks

Mr. Brenton T Wiggins
Administration Building
Broad & Court Streets
Doylestown, PA 18901
Office Phone: 215-348-6626
Additional Phone: 215-348-6600 911 ctr
Fax: 215-348-6689
Email:btwiggins@co.bucks.pa.us

Butler

Mr. Frank P Matis
309 Sunnyview Circle
Butler, PA 16001-3549
Office Phone: 724-284-5211
Additional Phone: 724-284-5211 to 911 ctr
Fax: 724-287-8024
Email:fmatis@co.butler.pa.us

Cambria

Ms. Robbin Melnyk
401 Candlelight Drive
Suite 100
Ebensburg, PA 15931
Office Phone: 814-472-2050
Additional Phone: 814-472-2072
Fax: 814-472-2057
Email:rmelnyk@co.cambria.pa.us

Cameron

Mr. Kevin Johnson
20 E. 5th Street
Emporium, PA 15834
Office Phone: 814-486-1137
Fax: 814-486-1139
Email:camoes@adelphia.net

Carbon

Mr. Dick McGettigan
1264 Emergency Lane
Nesquehoning, PA 18240
Office Phone: 570-325-9123
Additional Phone: 570-325-9111
Fax: 570-325-9121
Email:cc911gck@ptd.net

Centre

Mr. Dan Tancibok
Willowbank Office Building
420 Holmes Street
Bellefonte, PA 16823
Office Phone: 814-355-6800
Additional Phone: 814-355-6904
Fax: 814-355-6776
Email:datancib@co.centre.pa.us

Chester

Mr. Edward J Atkins
Government Service Center
601 Westtown Road, Suite 12
West Chester, PA 19380-0990
Office Phone: 610-344-5000
Additional Phone: 610-344-5100
Fax: 610-344-5050
Email:eatkins@chesco.org

City of Allentown

Mr. Joseph D'Annibale
Department of Public Safety
1304 Fairview Street, Rear
Allentown, PA 18102
Office Phone: 610-437-7771
Additional Phone: 610-437-8715/8716
Fax: 610-437-8718
Email:dannibale@allentowncity.org

City of Bethlehem

Captain Frederick Mills
10 East Church Street
Bethlehem, PA 18018-6025
Office Phone: 610-865-7187
Additional Phone: 610-865-7155 Direct
Fax: 610-865-7389

City of Dubois

Mr. Nicholas Shaginaw
16 West Scribner Avenue
DuBois, PA 15801
Office Phone: 814-371-2323
Fax: 814-375-2702

City of Pittsburgh

Mr. John S Rowntree
Emergency Operations Center
2925 Railroad Street
Pittsburgh, PA 15201
Office Phone: 412-255-2916
Additional Phone: 412-255-2293
Fax: 412-255-4721
Email:john.rowntree@city.pittsburgh.pa.us

Clarion

Ms Marcie Emhoff
421 Madison Road
Clarion, PA 16214
Office Phone: 814-226-1172
Email:memhoff@oes.clarion.pa.us

Clearfield

Ms. Sharon B Porter
911 Leonard Street
Clearfield, PA 16830-3245
Office Phone: 814-765-1407
Additional Phone: 814-765-1533
Fax: 814-768-9920
Email:911director@clearfieldco.org

Clinton

Mr. Dennis Caprio
22 Cree Drive
Lock Haven, PA 17745
Office Phone: 570-893-4096
Additional Phone: 570-748-8800
Fax: 570-893-4044
Email:dcaprio@cub.kcnet.org

Columbia

Mr. Ronald F Kozma
Court House
P.O. Box 380
Bloomsburg, PA 17815
Office Phone: 570-784-6300
Additional Phone: 570-784-6300
Fax: 570-784-2975
Email:rkozma@columbiapa.org

Crawford

Mr. Stephen M Watt
903 Diamond Park
Meadville, PA 16335
Office Phone: 814-724-8110
Fax: 814-724-2563
Email:swatt@toolcity.net

Cumberland

Mr. Ted Wise
1 Courthouse Square
Carlisle, PA 17013
Office Phone: 717-240-6400
Additional Phone: 717-238-9676
Fax: 717-245-8710
Email:twise@ccpa.net

Dauphin

Mr. Robb Wentzel
911 Gibson Boulevard
Steelton, PA 17113-1988
Office Phone: 717-558-6800
Additional Phone: 717-558-6810
Fax: 717-558-6950
Email:rwentzel@dauphinc.org

Delaware

Mr. James J Knapp
Government Center Building
Media, PA 19063-5594
Office Phone: 610-891-5400
Additional Phone: 610-565-8700(Truitt)
Fax: 610-891-5401
Email:knappj@co.delaware.pa.us

Elk

Ms. Bernice Jarbeck
P.O. Box 448
Ridgway, PA 15853-0448
Office Phone: 814-772-0006
Additional Phone: 814-772-0000
Fax: 814-772-1697
Email:bjarbeck@ncentral.com

Erie

Mr. John R, Grappy (Acting)
1714 French Street
Erie, PA 16501
Office Phone: 814-870-9934
Additional Phone: 814-870-1911(24 Hr)
Fax: 814-870-9930
Email:jgrappy@ecema.org

Fayette

Mr. L. Guy Napolillo
24 East Main Street
Uniontown, PA 15401
Office Phone: 724-430-1277
Additional Phone: 724-430-9114
Fax: 724-430-1281
Email:gnapolillo@fcema.org

Forest

Mr. Jack B Kennedy
R. D. #1
Tidioute, PA 16351
Office Phone: 814-755-3541
Fax: 814-755-4404

Franklin

Mr. Gerald A Flasher
Court House
157 Lincoln Way East
Chambersburg, PA 17201
Office Phone: 717-264-2813
Additional Phone: 717-264-1633/267-2801
Fax: 717-267-3493
Email:jflasher@co.franklin.pa.us

Fulton

Ms. Lisa Sherman
116 W. Market St.
McConnellsburg, PA 17233
Office Phone: 717-485-3717
Fax: 717-485-9421
Email:ema@fultoncntypa.org

Greene

Ms. Olga Jo Lewis
417 E. Roy Furman Hwy.
Suite 101
Waynesburg, PA 15370-8070
Office Phone: 724-852-5204
Additional Phone: 724-627-5387
Fax: 724-627-5342
Email:gclepc@greenepa.ne

Huntingdon

Mr. John Harris
530 Washington Street
Huntingdon, PA 16652
Office Phone: 814-643-6821
Additional Phone: 814-643-6820 911 Ctr
Fax: 814-643-2644
Email:jharris@huntingdonboro.com

Indiana

Mr. Paul R Beatty
85 Haven Dr.
Indiana, PA 15701
Office Phone: 724-349-9300
Additional Phone: 724-349-1428 911 Ctr
Fax: 724-465-3868
Email:pbeatty@indianacounty.org

Jefferson

Mr. Charles P Catanzarito
Emergency Services Building
R. D. #5, Box 44B
Brookville, PA 15825
Office Phone: 814-849-3185
Additional Phone: 814-849-1640 911 Ctr.
Fax: 814-849-1689
Email:jefferson911@alltel.net

Juniata

Mr. Fred Naylor
P.O. Box 68
Court House
Mifflintown, PA 17059
Office Phone: 717-436-2181
Additional Phone: 717-436-8448
Fax: 717-436-7733
Email:fnaylor@co.juniata.pa.us

Lackawanna

Mr. Gerard Gaughan
200 Adams Avenue
Scranton, PA 18503
Office Phone: 570-963-6700
Additional Phone: 570-342-9111 911 Ctr.
Fax: 570-963-6529
Email:gtgaughan@aol.com

Lancaster

Mr. Michael W Weaver
28 South Charlotte Street
P.O. Box 219
Manheim, PA 17545-0219
Office Phone: 717-664-1100
Additional Phone: 717-664-1180 911Ctr
Fax: 717-664-1127
Email:mweaver@co.lancaster.pa.us

Lawrence

Mr. Frank Jannetti
110 E. Lincoln St.
New Castle, PA 16101
Office Phone: 724-656-4927
Additional Phone: 724-656-9300 911 ctr
Fax: 724-658-5760
Email:lcema@co.lawrence.pa.us

Lebanon

Mr. Clyde H Miller
Room 14
County-City Building
Lebanon, PA 17042
Office Phone: 717-272-7621
Additional Phone: 717-272-2025 911 ctr
Fax: 717-272-9509
Email:clcyde@lebanonema.org

Lehigh

Ms. Laurie R Bailey
Lehigh County Court House
455 West Hamilton Street
Allentown, PA 18101
Office Phone: 610-782-3087
Additional Phone: 610-437-5252 ctr
Fax: 610-782-3428
Email:lauriebailey@lehighcounty.org
Website:www.lehighema.org

Luzerne

Mr. Norbert R O'Donnell
100 Young St.
Wilkes-Barre, PA 18711-1001
Office Phone: 570-826-3080
Additional Phone: 570-819-4923 911 ctr
Fax: 570-826-3056
Email:nodonnell@epix.net

Lycoming

Ms. Connie J. Turner
542 County Farm Road
Suite 101
Montoursville, PA 17754
Office Phone: 570-433-4461, Ext. 608
Additional Phone: 570-433-3166 911 ct
Fax: 570-433-4435
Email:connie_turner.Lyco@lyco.org

McKean

Mr. Jim Lewis
P.O. Box 305
Smethport, PA 16749
Office Phone: 814-887-5070
Additional Phone: 814-887-4911 911 ctr
Fax: 814-887-4910
Email:mckeanco911@pennswoods.net

Mercer

Mr. James R Thompson
205 S. Erie Street
Mercer, PA 16137
Office Phone: 724-662-6100 x 222 J. Thompson
Additional Phone: 724-662-6110 911 ctr
Fax: 724-662-6145
Email:jthompson@mcc.co.mercer.pa.us

Mifflin

Mr. Philip C Lucas Jr.
20 North Wayne Street
Lewistown, PA 17044
Office Phone: 717-248-9645
Additional Phone: 717-248-9607 911 ctr
Fax: 717-248-0300
Email:plucas@mifflinmail.com

Monroe

Mr. Gary Hoffman
Monroe County Public Safety Center
100 Gypsum Road
Stroudsburg, PA 18360
Office Phone: 570-992-4500
Email:ghoffman@monroeco911.com

Montgomery

Mr. Stephen D. Keeley
50 Eagleville Road
Eagleville, PA 19403
Office Phone: 610-631-6509
Additional Phone: 610-631-6541 911 ctr
Fax: 610-631-6536
Email:skeeley@mail.montcopa.org

Montour

Mr. Walter H Peters III
30 Woodbine Lane
Danville, PA 17821
Office Phone: 570-271-3045
Additional Phone: 570-275-1911 911 ctr
Fax: 570-271-3078
Email:montour@chilitech.net

Northampton

Mr. Richard Teasdale
Greystone Bldg.
R8 Gracedale Ave.
Nazareth, PA 18064-9278
Office Phone: 610-746-3194
Additional Phone: 610-330-2200 911 ctr
Fax: 610-746-3199
Email:dteas@epix.net

Northumberland

Mr. Raymond Siko II
Department of Public Safety
911 Greenough Street, Suite 2
Sunbury, PA 17801
Office Phone: 570-988-4441
Additional Phone: 570-988-4539 911 ctr
Fax: 570-988-4546
Email:raysiko@sunlink.net

Perry

Mr. Larry Smeigh
P.O. Box 37
New Bloomfield, PA 17068
Office Phone: 717-582-2131, x-256
Additional Phone: 717-582-4311 911 ctr
Fax: 717-582-5165
Email:lsmeigh@perryco.org

Philadelphia

Mr Joe James
Department of Public Property
Room 632, City Hall
Philadelphia, PA 19102
Office Phone: 215-686-4444
Additional Phone: 215-686-1776 911 ctr
Fax: 215-686-9639

Pike

Mr. J. Bernard Swartwood
Administration Building
506 Broad Street
Milford, PA 18337
Office Phone: 570-296-3465
Additional Phone: 570-296-7700 911 ctr
Fax: 570-296-3550
Email:911@pikepa.org

Potter

Mr. John P Hetrick
24 Buffalo Street
Coudersport, PA 16915
Office Phone: 814-274-8900
Additional Phone: 814-274-8690 PSP
Fax: 814-274-8901
Email:potterema@adelphia.net

Schuylkill

Mr. John Mercuri
435 North Centre Street
Pottsville, PA 17901
Office Phone: 570-621-9911
Additional Phone: 570-621-9901 911 ctr
Fax: 570-621-9999
Email:jmercuri@co.schuylkill.pa.us

Snyder

Mr. William Michaels
RR#1
Box 130-K
Selinsgrove, PA 17870
Office Phone: 570-372-0535
Additional Phone: 570-837-0606 911 ctr
Fax: 570-837-1859
Email:wmichael@snydercounty.org

Somerset

Mr. David L. Fox
111 East Union Street
Somerset, PA 15501
Office Phone: 814-445-1525
Additional Phone: 814-445-1525 911 ctr
Fax: 814-443-1090
Email:fox@co.somerset.pa.us

Sullivan

Ms. Merri A Montgomery
Court House
Laporte, PA 18626
Office Phone: 570-946-5010
Additional Phone: Back Ctr
Fax: 570-946-4122
Email:suldes@epix.net

Susquehanna

Ms. Dawn Watson
31 Public Avenue
Montrose, PA 18801
Office Phone: 570-278-4600, x-250
Additional Phone: 570-278-3841 911 ctr
Fax: 570-278-9269
Email:susq911@epix.net

Tioga

Mr. David R Cohick
Court House
118 Main Street
Wellsboro, PA 16901
Office Phone: 570-724-9110
Additional Phone: 570-724-7911 911 ctr
Fax: 570-724-6819
Email:tclepc@epix.net

Union

Mr. Thomas W Hess
103 South Second Street
Lewisburg, PA 17837-1996
Office Phone: 570-523-3201
Additional Phone: 570-523-1113 911 ctr
Fax: 570-524-8720
Email:thess@unionco.org

Venango

Mr. Richard J Graff
1052 Grandview Road
Oil City, PA 16301
Office Phone: 814-677-0325
Additional Phone: 814-676-4545 911 ctr
Fax: 814-677-7459
Email:graff@csonline.net

Warren

Mr. Kenneth Klakamp
Court House
333 Hickory Street
Warren, PA 16365
Office Phone: 814-723-8478
Additional Phone: 814-723-7553 dispatch
Fax: 814-723-7895
Email:kklakamp@warren-county.net

Washington

Mr. Jeffrey Yates
Department of Public Safety
100 W. Beau Street, C-1
Washington, PA 15301
Office Phone: 724-228-6911
Additional Phone: 724-229-4607 911 ctr
Fax: 724-223-4706
Email: yatesj@wc.co.washington.pa.us

Wayne

Mr. Marty Hedgelon
Courthouse Annex
925 Court Street
Honesdale, PA 18431-1996
Office Phone: 570-253-9458
Additional Phone: 570-253-3109 911 ctr
Fax: 570-253-2943
Email: martyhedgelon@hotmail.com

Westmoreland

Mr. Joseph Niedzalkoski
Court House Square
Greensburg, PA 15601
Office Phone: 724-830-3007
Additional Phone: 724-830-3012 911 ctr
Fax: 724-830-3666
Email: jniedzal@co.westmoreland.pa.us

Wyoming

Mr. Chuck Story
880 SR-6 West
Tunkhannock, PA 18657
Office Phone: 570-836-6161 911 ctr
Additional Phone: 570-836-2137
Fax: 570-836-8887
Email: chief140@prodigy.net

York

Mr. Robert Fasick
108 Pleasant Acres Road
York, PA 17402
Office Phone: 717-840-7555 911 ctr
Fax: 717-840-7553
Email: rbfasick@york-county.org

CERTIFICATE OF SERVICE


I hereby certify that I have on this date, served a true copy of the foregoing document(s) upon the participants, listed below, in accordance with the requirements of § 1.54 (relating to service by a participant).

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Office of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Respectfully submitted this 17th day of October 2003.


Rachel Nelson

RECEIVED

OCT 17 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DATE: October 20, 2003

SUBJECT: A-311289

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

Application of DCT Telecom Group, Inc.

We attach hereto a copy of the Application of DCT Telecom Group, Inc. for approval to provide telecommunication services as a Reseller of Toll Services docketed at A-311289, to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application has expired on October 2, 2003.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

jih

Attachment

DOCKETED
OCT 20 2003

**DOCUMENT
FOLDER**

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE
A-311289

October 20, 2003

PATRICK D. CROCKER
EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.
900 COMERICA BUILDING
KALAMAZOO MI 49007

Dear Mr. Crocker:

Please be advised that the Application of DCT Telecom Group, Inc. to provide services as a Reseller of Toll Services docketed at A-311289 to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

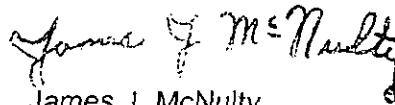
The protest period for this application has expired on October 2, 2003.

This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Please be advised that you now have provisional authority to do business in Pennsylvania.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:jih

DOCKETED
OCT 20 2003

**DOCUMENT
FOLDER**

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

DCT, INC.
27877 CLEMENS ROAD
WESTLAKE OH 44145

DATE 10/21/2003
RECEIPT # 201406

IN RE: Application fees for DCT, INC.

Docket Number A-311289..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 3414
CHECK AMOUNT: \$250.00

C. Joseph Meisinger
(for Department of Revenue)

DOCUMENT
FOLDER

DOCKETED
OCT 22 2003