

CAPTION SHEET

USE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: FUS
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-311439
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 01/05/07
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: ZITO MEDIA VOICE, LLC

COMP/APP COUNTY:

UTILITY CODE: 311439

ALLEGATION OR SUBJECT

APPLICATION OF ZITO MEDIA VOICE, LLC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES TO THE PUBLIC AS A COMPETITIVE ACCESS PROVIDER IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED

FEB 27 2007

ORIGINAL

Zito Media Voice, LLC

106 Steerbrook Road
Coudersport, PA 16915

December 29, 2006

A. 311439

RECEIVED

JAN 05 2007

Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
Second Floor – Room N201
Harrisburg, PA 17120

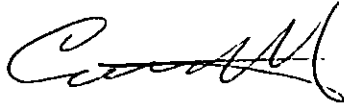
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: PUC Form 377 Application of Zito Media Voice, LLC

Dear-Secretary:

Please find enclosed one signed and verified original and three copies of Zito Media Voice, LLC's application (with attachments) to offer telecommunications services in the Commonwealth of Pennsylvania and a check for the \$250 filing fee. Please call me if you have any questions at 814-260-9588.

Very truly yours,



Colin H. Higgin
Vice President, Zito Media Voice, LLC

DOCUMENT
FOLDER

RECEIVED

PUC-377
Rev. 04/06

JAN 05 2007

Application of:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ORIGINAL

A-311439

Zito Media Voice, LLC for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

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

Zito Media Voice, LLC
106 Steerbrook Road
Coudersport, PA 16915
814-260-9588
Fax-814-260-4508

DOCUMENT
FOLDER

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.

DOCKETED
FEB 27 2007

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

Howard Barr, Womble, Carlyle Sandridge, 1401 I Street N.W., Suite 700,
Washington, DC 20005.

Telephone-202-857-4506/ fax-202-261-0006.

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.

Colin Higgin, Vice President, 106 Steerbrook Road, Coudersport, PA 16915, 814-260-9588 and fax 814-260-4508.

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 (Pennsylvania Emergency Management Agency). **Colin Higgin, Vice President, 106 Steerbrook Road, Coudersport, PA 16915, 814-260-9588 and fax 814-260-4508.**

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. **Colin Higgin, Vice President, 106 Steerbrook Road, Coudersport, PA 16915, 814-260-9588 and fax 814-260-4508.**

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.

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.

5. (Continued)

- 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. National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904

Attach 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.

The Applicant is incorporated in the State of Delaware. See attached Exhibit 5, certificate of formation.

Give name and address of officers:

**James Rigas, President, 106 Steerbrook Road, Coudersport, PA 16915.
Colin Higgin, Vice-President, 106 Steerbrook Road, Coudersport, PA 16915.**

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which 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 affiliate has predecessors who have 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 which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

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
 - UNE-P
 - Data Only
 - Reseller
 - Incumbent Local Exchange Carrier.
 - Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

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

UNE-P

Data Only

Reseller

Incumbent Local Exchange Carrier

Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which 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. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

CAP- regulated business and residential voice services.

CLEC- regulated business and residential voice services. Transport network in its service territories and leased transport network outside service areas.

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.

CAP-The service areas of the following Incumbent Local Exchange Carriers: Verizon, Windstream, Alltel and Citizens Communications.

CLEC- The service areas of the following Incumbent Local Exchange Carriers: Verizon, Windstream, Alltel and Citizens Communications.

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.

CAP- municipal, residential and business customers.

CLEC- residential and business 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 Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

See attached Exhibit #13-tariffs.

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

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure; **See attached Exhibit #14.**

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security; **See attached #14.**

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. **See attached Exhibit #14. Custodian-Colin Higgin, Vice-President, 106 Steerbrook Road, Coudersport, PA 16915. Accounting records location-611 Vader Hill Road, Coudersport, PA 16915.**

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts. **Not applicable.**

15. **START DATE:** The Applicant proposes to begin offering services on or about *July 1, 2007.*

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. **Not applicable.**

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 Attorney General
Office of Consumer Protection
Strawberry Square
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. See attached Exhibit #17.

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. **Not applicable.**

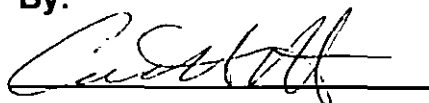
19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last 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. **Not applicable.**

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.
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.

Applicant:

Zito Media Voice, LLC

By:



Title:

Vice President

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

AFFIDAVIT

Commonwealth of Pennsylvania :

ss.

County of Potter :

Colin H. Higgin, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the Vice-President (Office of Affiant) of Zito Media Voice, LLC (Name of Applicant;)

That Affiant is authorized to and does make this affidavit for said corporation;

That Zito Media Voice, LLC, the Applicant herein, acknowledges that [he/she/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 Zito Media Voice, LLC, the Applicant herein, asserts that Affiant] 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.

***Next paragraph for CLEC Applicants ONLY (excluding data-only CLECS):**

That Zito Media Voice, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, 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. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted. **See attached Exhibit #22.**

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



Signature of Affiant

Sworn and subscribed before me this 29 day of December, 2006.
Month Year

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Megan E. Taylor, Notary Public
Hebron Twp., Potter County
My Commission Expires June 2, 2010
Member, Pennsylvania Association of Notaries



Signature of official administering oath

My Commission expires June 2, 2010.

23. §1.36 Verification.

Verification

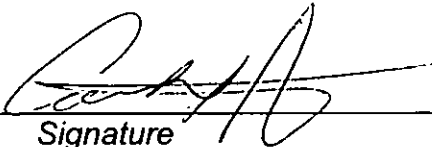
I, Colin H. Higgin, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

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JAN 05 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

12/29/06
Date


Signature

RECEIVED

JAN 06 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit #5

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "COUDERSPORT HOME, LLC", CHANGING ITS NAME FROM "COUDERSPORT HOME, LLC" TO "ZITO MEDIA VOICE, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2006, AT 5:31 O'CLOCK P.M.



4142264 8100
060901872

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5086227

DATE: 10-03-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:57 PM 09/29/2006
FILED 05:31 PM 09/29/2006
SRV 060901872 - 4142264 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: COUDERSPORT HOME, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: THE NAME OF THE LIMITED LIABILITY COMPANY FORMED IN THE STATE OF DELAWARE ON APRIL 13, 2006 IS AMENDED TO READ:
ZITO MEDIA VOICE, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 21ST day of SEPTEMBER, A.D. 2006.

By: Michael J. Rigas
Authorized Person(s)

Name: MICHAEL J. RIGAS
Print or Type

Delaware

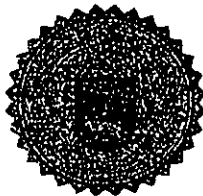
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "COUDERSPORT HOME, LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF APRIL, A.D. 2006, AT 5:08 O'CLOCK P.M.

4142264 8100

060349602



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4668536

DATE: 04-13-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:08 PM 04/13/2006
FILED 05:08 PM 04/13/2006
SRV 060349602 - 4142264 FILE

CERTIFICATE OF FORMATION

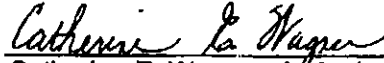
OF

COUDERSPORT HOME, LLC

1. The name of the limited liability company is COUDERSPORT HOME, LLC.

2. The address of its registered office in the State of Delaware is: National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904. The name of its registered agent at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of COUDERSPORT HOME, LLC this 13th day of April, 2006.



Catherine E. Wagner, Authorized Person

RECEIVED

JAN 05 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit #13

Zito Media Voice, LLC

COMPETITIVE ACCESS PROVIDER TARIFF

FURNISHED BY, ZITO MEDIA VOICE, LLC
("CARRIER") FOR INTRASTATE ACCESS SERVICES PROVIDED IN
THE COMMONWEALTH OF PENNSYLVANIA.

Issued By
Zito Media Voice, LLC

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original		

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

TABLE OF CONTENTS

Title Sheet

Check Sheet

Table of Contents

Symbols

Tariff Format

Section 1 - Technical Terms and Abbreviations

Section 2 - Rules and Regulations

Section 3 - Description of Service

Section 4 - Rates

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a decreased rate.
- (I) To signify a rate increase.

TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

TARIFF FORMAT (cont'd)

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1
2.1.A.
2.1.A.1.(a).
2.1.A.1.(a).I.

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

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Carrier – Zito Media Voice, LLC

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Commission – Pennsylvania Public Utility Commission

PA P.U.C. – Pennsylvania Public Utility Commission

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption - The inability to transport data, telephony or internet traffic due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

Zito Media Voice, LLC
106 Steerbrook Road
Coudersport, PA 16915

PA P.U.C. Tariff No. 1
Original Page 7

Issued: December __, 2006

Effective December __, 2006

Issued by: _____

Zito Media Voice, LLC
Coudersport, PA 16915

SECTION 2. RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.A. This Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier to business customers for the origination or termination of telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.B. Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities based Carriers including the facilities of the incumbent local exchange carrier.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

- 2.2.A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, or schemes is prohibited.
- 2.2.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Liability of Carrier

- 2.3.A. Due to the unavoidability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

2.3.B. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.

2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

- 2.3.E Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.3.H The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer

2.4.A The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

- 2.4.B The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (cont'd)

2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff.

2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.

2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
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Coudersport, PA 16915

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
2. For violation of any of the provisions of this Tariff,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service:

- 1 Carrier may discontinue service without notice for any of the following reasons:
 - (a) If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - (b) If a Customer or User uses Carrier's services in a manner to violate the law.
- 2 In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6. Billing Arrangements

- 2.6.A Customers will either be billed directly by Carrier or its intermediary.
- 2.6.B Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.
- 2.6.C Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

2.7. Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8. Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or an end user, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.8.A First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

2.8.B Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
(717) 783-5187

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10. Deposits

Carrier does not require a deposit from the Customer.

2.11. Taxes

All federal excise taxes and state and local sales taxes, are billed as separate items and are not included in the quoted rates.

2.13. Promotions

Carrier may from time to time offer promotional services with the approval of the Commission via a Tariff filing. See Section 4 for Rates and Charges.

2.14. Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the Pennsylvania Public Utility Commission.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15. Shortage of Equipment or Facilities

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

2.15.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

Issued: December __, 2006

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SECTION 3. DESCRIPTION OF SERVICES

3.1. Dedicated Transport Services (ICB)

3.1.A DS3 Service (44.736 Mbps)

3.1.B DS1 service (1.544Mbps)

3.1.C. 10Mbps-100-1000Gbps Ethernet services in increments of 1Mbps

3.2. Other Services (ICB)

3.2.A. Other services, including point-to-point high-speed internet access, voice services, network management services, digital point-to-point services, as well as redundant ring topology may be provided by the Carrier on an (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

3.4. Individual Case Basis (ICB) Arrangements

3.4.A. Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Pennsylvania Public Utility Commission for approval.

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SECTION 4. RATES AND CHARGES

4.1. Rate Elements (ICB)

4.1.A. Non-recurring and monthly recurring rates are on an individual case basis for each Dedicated Service or Other Service (including voice service) furnished by the Carrier (ICB).

4.3.1. DS3 Rates (ICB)

4.3.1.A This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7-day per week basis between two points (ICB).

4.3.2. DS1 Rates (ICB)

4.3.2.A This service consists of a DS1 (1.544 Mbps) capacity digital channel available on a 24 hour per day, 7-day per week basis between two points(ICB).

4.3.3. Ethernet Rates (ICB)

4.3.3.A This service consists of a Ethernet channel available on a 24 hour per day, 7-day per week basis between two points(ICB).

4.4. Emergency Calls

4.4.1. Customer shall configure its PBX or other data /telecommunication systems 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 Carrier.

4.5. Labor Rates (ICB)

4.5.1. Labor Rates for services are covered in ICB scope of work in Paragraph 4.3 Rates(ICB).

Issued: December __, 2006

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Issued: December __, 2006

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Zito Media Voice, LLC

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

FURNISHED BY, ZITO MEDIA VOICE, LLC
("CARRIER") FOR INTRASTATE LOCAL EXCHANGE SERVICES PROVIDED IN
THE COMMONWEALTH OF PENNSYLVANIA.

Issued By
Zito Media Voice, LLC

Issued: December __, 2006

Effective December __, 2006

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CHECK-SHEET

The sheets of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original		

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Section 2 - Rules and Regulations

Section 3 - Description of Service

Section 4 – Rates

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify a decreased rate.
- (I) To signify a rate increase.

TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.

TARIFF FORMAT (cont'd)

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

- 2.1
- 2.1.A.
- 2.1.A.1.(a).
- 2.1.A.1.(a).I.

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

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Carrier – Zito Media Voice, LLC

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Commission – Pennsylvania Public Utility Commission

PA P.U.C. – Pennsylvania Public Utility Commission

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Interruption - The inability to transport data, telephony or internet traffic due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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Zito Media Voice, LLC
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PA P.U.C. Tariff No. 1
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Coudersport, PA 16915

SECTION 2. RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.A. This Tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier to business customers for the origination or termination of telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and services and subject to the terms and conditions of this Tariff.
- 2.1.B. Carrier's services may be provided over the telecommunications channels, facilities or services of other facilities based Carriers including the facilities of the incumbent local exchange carrier.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier to the Customer and do not apply, unless otherwise specified, to the lines, facilities, or services provided by the incumbent local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.D. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2. Use of Services

- 2.2.A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, or schemes is prohibited.
- 2.2.C. Carrier's services are available for use twenty-four hours per day, seven days per week, except with respect to limited planned outages about which the Customer will be provided advance notice.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Liability of Carrier

- 2.3.A. Due to the unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

2.3.B. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges.

2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.

2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of Carrier (Cont'd)

- 2.3.E Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.3.H The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer

2.4.A The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

- 2.4.B The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (cont'd)

- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

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2.5. Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B.:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
2. For violation of any of the provisions of this Tariff,
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5. Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service:

- 1 Carrier may discontinue service without notice for any of the following reasons:
 - (a) If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
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2.5.C Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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2.8.A First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

2.8.B Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
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2.14. Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the Pennsylvania Public Utility Commission.

SECTION 2. RULES AND REGULATIONS (Cont'd)

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2.15.B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

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SECTION 4. RATES AND CHARGES

4.1. Rate Elements (ICB)

4.1.A. Non-recurring and monthly recurring rates are on an individual case basis for each Dedicated Service or Other Service (including voice service) furnished by the Carrier (ICB).

4.3.1. DS3 Rates (ICB)

4.3.1.A This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7-day per week basis between two points (ICB).

4.3.2. DS1 Rates (ICB)

4.3.2.A This service consists of a DS1 (1.544 Mbps) capacity digital channel available on a 24 hour per day, 7-day per week basis between two points(ICB).

4.3.3. Ethernet Rates (ICB)

4.3.3.A This service consists of a Ethernet channel available on a 24 hour per day, 7-day per week basis between two points(ICB).

4.4. Emergency Calls

4.4.1. Customer shall configure its PBX or other data /telecommunication systems 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 Carrier.

4.5. Labor Rates (ICB)

4.5.1. Labor Rates for services are covered in ICB scope of work in Paragraph 4.3 Rates(ICB).

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

Zito Media Voice, LLC
106 Steerbrook Road
Coudersport, PA 16915

PA P.U.C. Tariff No. 1
Original Page 25

Issued: December __, 2006

Effective December __, 2006

Issued by: _____
Zito Media Voice, LLC
Coudersport, PA 16915

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Exhibit #14

Zito Media Voice, LLC
Projected Operating Balance Sheet
7/1/2007

Assets		Capital	
Cash	\$ 200,000	Limited Liability Company Capital (1)	\$ 200,000
Total Assets	<u><u>\$ 200,000</u></u>	Total Limited Liability Company Capital	<u><u>\$ 200,000</u></u>

(1) Zito Media, L.P. contributed \$200,000 cash and owns 100% of Zito Media, LLC's membership interests

Projected Income Statement
July 1, 2007-June 30, 2008

Revenue	\$ 228,000
Expenses	\$ 100,000
Net Income	<u>\$ 128,000</u>



TREASURE LAKE, LP
(A Limited Partnership)
DuBois, Pennsylvania

FINANCIAL STATEMENTS
(Compiled)

For the Ten Months Ended
November 30, 2006




✓ **CLYDE, FERRARO & CO., LLP**

Certified Public Accountants

CLYDE, FERRARO & ^{CO.} _{LLP}
Certified Public Accountants

Law & Finance Building
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Phone: (814) 371-2141
Telefax: (814) 371-4633
E-Mail: clydef@adelphia.net



CLYDE, FERRARO & CO.
Certified Public Accountants

Law & Finance Building
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DuBois, Pennsylvania 15801-8839

To the Partners of
TREASURE LAKE, LP
DuBois, Pennsylvania

We have compiled the accompanying Balance Sheet - Income Tax Basis of Treasure Lake, LP (a limited partnership) as of November 30, 2006, and the related Statements of Loss and Partners' Capital - Income Tax Basis and Cash Flows - Income Tax Basis for the ten months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the basis of accounting used by the Partnership for federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any form of assurance on them.

The partners have elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Partnership's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The accompanying financial statements do not include a provision or liability for federal or state income taxes because the partners are taxed individually on their share of partnership earnings.

Clyde, FERRARO & CO.
December 22, 2006

TREASURE LAKE, LP
BALANCE SHEET - INCOME TAX BASIS

November 30,
2006

ASSETS

Current Assets

Cash	\$ 104,181
Accounts receivable Treasure Lake, LLC	252
Accounts receivable Demetrios, LLC	315
	<hr/>

Total Current Assets 104,748

Other Assets

Investment in DuCom Treasure Lake, LP	871,607
Note receivable DuCom Treasure Lake, LP	551,743
	<hr/>

Total Other Assets 1,423,350

Total Assets \$ 1,528,098

LIABILITIES AND PARTNERS' CAPITAL

Total Liabilities \$ ---

Partners' Capital 1,528,098

Total Liabilities and Partners' Capital \$ 1,528,098

TREASURE LAKE, LP
STATEMENT OF LOSS AND
PARTNERS' CAPITAL - INCOME TAX BASIS

For the Ten Months Ended

	November 30, 2006
Interest Income	\$ 51,743
Expenses	
Professional and legal expense	52
State tax expense	<u>200</u>
Total Expenses	<u>252</u>
Income before Other Income (Expense)	51,491
Other Income (Expense)	
Partnership loss - DuCom Treasure Lake, LP	<u>(118,393)</u>
Net Loss	(66,902)
Partners' Capital - Beginning of Period	---
Partners' Contributions	<u>1,595,000</u>
Partners' Capital - End of Period	<u>\$ 1,528,098</u>

See accountants' compilation report.

TREASURE LAKE, LP
STATEMENT OF CASH FLOWS - INCOME TAX BASIS

For the Ten Months Ended

November 30,
2006

Cash Flows from Operating Activities:

Net loss	\$ (66,902)
Adjustments to reconcile net loss to net cash used in operating activities:	
(Increase) decrease in current assets	
Accounts receivable	<u>(567)</u>
Total Adjustments	<u>(567)</u>
Net Cash Used in Operating Activities	(67,469)

Cash Flows from Investing Activities:

Investment in DuCom Treasure Lake, LP	<u>(871,607)</u>
Net Cash Used in Investing Activities	(871,607)

Cash Flows from Financing Activities:

Note Receivable DuCom Treasure Lake, LP	(551,743)
Capital contributed	<u>1,595,000</u>
Net Cash Provided by Financing Activities	<u>1,043,257</u>

Net Increase in Cash and Cash Equivalents	104,181
--	----------------

Cash and Cash Equivalents -
Beginning of Period

**Cash and Cash Equivalents -
End of Period**

\$ 104,181

See accountants' compilation report.

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Exhibit #17

- ✓PEMA - Jefferson County - Matthew McCracken
- ✓PEMA - McKean County - Gerard Rettger
- ✓PEMA - Mercer County - Frank Jannetti JR
- ✓PEMA - Tioga County - David Cohick
- ✓PEMA - Potter County - John Hetrick
- ✓PEMA - Elk County - Berniece Jarbeck
- ✓PEMA - Clearfield County - Jerry Pollock
- ✓PEMA - Cameron County - Kevin Johnson
- ✓Verizon Pennsylvania Inc Ronald Weigel
- ✓Verizon North Inc Ronald Weigel
- ✓Citizens Telecomm Co of New York
- ✓Citizens Tel Co of Kecksburg
- ✓Alltel Pennsylvania Inc
- ✓Office of Attorney General Harrisburg, PA
- ✓Office of Small Business Advocate Harrisburg
- ✓Office of Consumer Advocate Harrisburg, PA

- x ET 508767018 US *no info*
- x ET 508767004 US *Attempted*
- x ET 508766998 US *no info*
- x ET 508766975 US
- ~~x~~ ET 508766984 US *no info*
- ~~x~~ ET 508767021 US *no info*
- x ET 508767035 US *no info*
- Attempted* ET 508767049 US ~~no info~~ *Attempted*
- ~~x~~ ET 508767052 US *no info*
- ~~x~~ ET 598916509 US *no info*
- ~~x~~ ET 598916512 US *del*
- ~~x~~ ET 598916526 US *del*
- x ET 598916530 US *no info*
- ~~x~~ ET 598916472 US *no info*
- ET 598916486 US *no info*
- ET 598916490 US *no info*

Exhibit #22



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911 Program

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911 Coordinators

County: [A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [L](#) [M](#) [N](#) [P](#) [S](#) [T](#) [U](#) [V](#) [W](#) [Y](#)

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[Go to top](#)

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X Jefferson County *(contracted)*

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[Go to top](#)

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