

CROCKER & CROCKER

ATTORNEYS AT LAW

**PATRICK D. CROCKER**  
[patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)

March 20, 2012

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Second Floor, Room N201  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: PEG Bandwidth PA, LLC

Dear Ms. Chiavetta:

On behalf of PEG Bandwidth PA, LLC ("PEG") enclosed for filing with the Commission, please find an original and three (3) copies of the above referenced company's Application for Approval to Offer, Render, Furnish or Supply Facilities-Based and Resold Competitive Access Provider Telecommunications Services within the State of Pennsylvania and its initial Tariff, along with a \$250.00 check for filing fees.

PEG requests confidential treatment for Exhibit C, "Financial Statements," which is being filed in separate, sealed envelopes marked "CONFIDENTIAL." The financial information constitutes critical, commercially sensitive, and competitively significant information which would otherwise be unavailable and could place the company at a significant competitive disadvantage. Therefore, confidential treatment is required to avoid commercial and competitive injury.

In addition, enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed postage-paid envelope.

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

Very truly yours,

  
CROCKER & CROCKER

Patrick D. Crocker

PDC/crg

**CERTIFICATE OF SERVICE**

STATE OF MICHIGAN                    )  
  )  
COUNTY OF KALAMAZOO            )            ss.

I hereby certify that I have on this date, served a true copy of the *Application of PEG Bandwidth PA, LLC for Approval to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania*, pursuant to Section 5.14 of the Commission’s Regulations, 52 Pa. Code 5.14, on the following parties via the following methods:

**First Class Mail**

**Pennsylvania E-Filing System  
and/or E-mail**

Office of Consumer Advocate  
[PAOCA@PAOCA.ORG](mailto:PAOCA@PAOCA.ORG)

Office of the Attorney General  
Office of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120  
***NOT PARTICIPATING IN  
eServe NOTIFICATION***


Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101  
***NOT PARTICIPATING IN  
eServe NOTIFICATION***

Incumbent Local Exchange Carriers:

Verizon Pennsylvania, Inc.  
[Deborah.d.delia@verizon.com](mailto:Deborah.d.delia@verizon.com)

Verizon North, Inc.  
Fourth Floor  
Strawberry Square  
Harrisburg, PA 17101  
***NOT PARTICIPATING IN  
eServe NOTIFICATION***

Respectfully submitted this 30<sup>th</sup> day of March, 2012.

  
\_\_\_\_\_  
Teresa Denemy

## APPLICATION CHECK LIST

Please check the following list to make sure you have enclosed each and every item listed. Your application will not be processed until all items are received.

You will not have provisional authority to do business in Pennsylvania until you receive our acceptance letter.

- One original plus three copies of the Application and attachments, including original and three cover letters;**

Application filed via the Pennsylvania eFiling System, in accordance with eFiling system requirements only the original paper copy is filed.

- A check for \$250.00 made payable to “Commonwealth of Pennsylvania;”**

A check included with the paper copy.

- Appropriate Department of State filing(s), in response to Question #5;**

- Articles of Incorporation (if a corporation), in response to Question #5;**

- Proposed Tariff(s), in response to Question #13;**

- Tentative operating balance sheet and projected income statement, in response to Question #14;**

A copy of the financials filed under seal included with the paper copy.

- Certificate of Service evidencing Application was served upon appropriate parties, in response to Question #17;**

- Original signed and notarized Affidavit, in response to #22. CLEC Applicants (other than data-only CLECs) must include a listing of the 911 Coordinators notified by the Applicant;**

- Original signed and notarized Verification Statement, in response to Question #23.**

## Application Form for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania

The Commission certifies telecommunications carriers for four categories:

- ▶ Interexchange Toll Reseller
- ▶ Competitive Local Exchange Carrier
- ▶ Competitive Access Provider
- ▶ Interexchange Toll Facilities-Based Carrier

Please use the attached form to make your application. Please place all exhibits at the end of the application. If you retype the application, repeat the number and title of each item, following the original numbering scheme. Answer only those items that are applicable to your operations. Indicate skipped items as “not applicable.”

To file an application with the Pennsylvania Public Utility Commission, **you must submit a signed and verified original and three copies** of your application and attachments with a check for \$250.00 made payable to the “Commonwealth of Pennsylvania,” to the Commission’s Secretary at the following address:

Secretary  
Pa. Public Utility Commission  
Commonwealth Keystone Building  
Second Floor - Room N201  
Harrisburg, PA 17120

**If your answer to any of the items changes while your application is pending, or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to inform the Commission as to the specifics of the change. If you plan to cease doing business within the Commonwealth of Pennsylvania, you are under a duty to request approval from the Commission prior to ceasing business.**

You may apply for more than one category of proposed operations in a single filing. To do so, you must separately identify and describe each category of proposed operations in your cover letter accompanying your application in response to Item Numbers 9, 10, 11, and 12 of Form 377. For multiple categories, your response to Item Numbers 10, 11, and 12 must each contain separate subparts, i.e., one subpart for each category of proposed operations.

Each category of proposed operations requires its own separate and distinct tariff. You must append a copy of all proposed tariffs to each original, duplicate original, and copy of Form 377.

Such related filings may be submitted as one filing pursuant to 52 Pa. Code §1.34, for the compilation of filing fees. The filing fee is \$250.00 for any combination of related applications filed simultaneously and pursuant to these instructions.

**Application of:**

**PEG Bandwidth PA, LLC**, t/a \_\_\_\_\_,

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.

**PEG Bandwidth PA, LLC  
3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004  
Telephone: (610) 660-4910  
Facsimile: (610) 660-4920**

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.

**None**

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

**Patrick D. Crocker  
Crocker & Crocker  
107 W Michigan Ave, 4<sup>th</sup> Floor  
Kalamazoo, MI 49007  
Telephone: (269) 381-8893  
Facsimile: (269) 381-4855  
E-mail: [patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)**

**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**  
**Crocker & Crocker**  
**107 W Michigan Ave, 4<sup>th</sup> Floor**  
**Kalamazoo, MI 49007**  
**Telephone: (269) 381-8893**  
**Facsimile: (269) 381-4855**

**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).

**Rich Ruben CEO**  
**PEG Bandwidth PA, LLC**  
**3 Bala Plaza, Suite 502**  
**Bala Cynwyd, PA 19004**  
**Telephone: (610) 660-4910**  
**Facsimile: (610) 660-4920**  
**rruben@pegbandwidth.com**

**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.

**Jay Birnbaum, General Counsel**  
**8004 Split Oak Drive**  
**Bethesda, MD 20817**  
**Telephone: (301) 469-4930**  
**Facsimile: (301) 469-4930**  
**E-mail: [jbirnbaum@agr.com](mailto:jbirnbaum@agr.com)**

**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.

**CT Corporation System  
116 Pine Street, Suite 320  
Harrisburg, PA 17101**

**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.**

**Applicant is organized in the State of Delaware. A copy of the Articles of Organization and authority to transact business within Pennsylvania appears as Exhibit A.**

Give name and address of officers:

Wireless Infrastructure Partners, LLC	
d/b/a PEG Bandwidth	Managing Member
Richard Ruben	CEO
Edgar DeLong	COO
Donald Snell	Controller
Scott Bruce	Secretary
Glenn Breisinger	Vice President and Treasurer
Victor Martinelli	Assistant Secretary and Assistant Treasurer

Which can be reached at:

3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004

**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.

**Applicant's parent company transacts non-jurisdictional public utility business within Pennsylvania. The name and address follows:**

**Wireless Infrastructure Partners, LLC  
d/b/a PEG Bandwidth  
3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004**

**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.

**Applicant intends to offer interLATA and intraLATA dedicated private line high-capacity intrastate transmission services to wireless carriers and other carriers requiring large amounts of bandwidth. Applicant's service includes point to point and point to multipoint private line dedicated 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 seeks competitive access provider authority statewide.**

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.

**Competitive Access Provider: Initially, Applicant proposes to offer services primarily to wireless carriers and other carriers. Ultimately, Applicant may serve large business and enterprise 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.

**Applicant attaches a proposed 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 confidential financial statements in support of this Application as Exhibit C. Applicant requests confidential treatment of the financial statements submitted herewith.**

15. **START DATE:** The Applicant proposes to begin offering services on or about **within one year after certification.**

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.

**Applicant is without information responsive to this requirement with regard to further developments, planned, or contemplated.**

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.

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 pursuant to 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: PEG Bandwidth PA, LLC

By:

  
Richard Ruben

Title:

CEO

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

**AFFIDAVIT**

[Commonwealth/State] of Pennsylvania :  
County of Montgomery : **SS.**

Richard Ruben, Affiant, being duly [sworn/~~affirmed~~] according to law, deposes and says that:

Affiant is the Chief Executive Officer of PEG Bandwidth PA, LLC;

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

That PEG Bandwidth PA, LLC, 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 PEG Bandwidth PA, 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.

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

  
Richard Ruben

Sworn and subscribed before me this 14<sup>th</sup> day of  
March, 2012.  
Month Year

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Patricia C. Sheinman, Notary Public  
Ambler Boro, Montgomery County  
My Commission Expires Aug. 26, 2012  
Member, Pennsylvania Association of Notaries

  
Signature of official administering oath

My Commission expires 8/26/12.

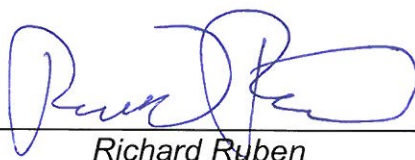
23. §1.36 Verification.

## Verification

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*I, Richard Ruben, 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).*

3-14-12  
Date

  
Richard Ruben

**EXHIBIT A**

**Articles of Organization**

**Foreign Limited Liability Company Registration**

# Delaware

PAGE 1


*The First State*

I, JEFFREY W. BULLOCK, 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 "PEG BANDWIDTH PA, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2012, AT 4:22 O'CLOCK P.M.

5112956 8100

120199691



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9379595

DATE: 02-21-12

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:22 PM 02/21/2012  
FILED 04:22 PM 02/21/2012  
SRV 120199691 - 5112956 FILE

**CERTIFICATE OF FORMATION**

**OF**

**PEG BANDWIDTH PA, LLC**

1. The name of the limited liability company is PEG Bandwidth PA, LLC.
2. The address of its registered office in the State of Delaware is 1209 Orange Street, in the Wilmington, County of New Castle, Delaware 19801. The name its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of PEG Bandwidth PA, LLC this 21<sup>st</sup> day of February, 2012.

PEG BANDWIDTH PA, LLC

By: 

Deanna Lazar  
Authorized Person

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

FEBRUARY 28, 2012

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

**PEG Bandwidth PA, LLC**

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct  
copy of

1 Application for Registration filed on February 22, 2012  
which appear of record in this department.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and caused  
the Seal of the Secretary's Office to  
be affixed, the day and year above  
written.

*Carol Aichele*

Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Application for Registration - Foreign  
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)  
 Registered Limited Liability Limited Partnership (§ 8211)  
 Limited Partnership (§ 8582)  
 Limited Liability Company (§ 8981)

Name **CT-COUNTER**  
Address **CT-COUNTER**  
City **8395454** State **SC** Zip Code **PA 8**

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

Commonwealth of Pennsylvania  
APPLICATION FOR REGISTRATION 3 Page(s)



T1205447085

Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed:

PEG Bandwidth PA, LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

PEG Bandwidth PA, LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:

Jurisdiction: Delaware Date of Formation: 2/21/12

4. The (a) address of its initial 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  
CT Corporation System Dauphin

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Number and street	City	State	Zip
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It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

3 Bala Plaza East, Suite 502	Bala Cynwyd	PA	19004
Number and street	City	State	Zip

6. ~~For Restricted Professional Limited Liability Company Only. Strike out if applicable. The company is a restricted professional company organized to render the following professional service(s):~~

**Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8**

7. The name and business address of each general partner.

Name	Business Address
------	------------------


8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street	City	State	Zip	County
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The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

22nd day of February, 2012.

PEG Bandwidth PA, LLC

Name of Partnership/Company



Signature

Deanna Lazar, Assistant Secretary of Sole Member

Title

**EXHIBIT B**

**Proposed Local Exchange Private Line  
Competitive Access Provider Tariff**

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COMPETITIVE ACCESS PROVIDER SERVICES

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PEG BANDWIDTH PA, LLC.

REGULATIONS AND SCHEDULES OF CHARGES

Applicable to

COMPETITIVE ACCESS PROVIDER SERVICES

BUSINESS ONLY

WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This Tariff is in concurrence with all applicable State and Federal laws, Rules and regulations, and Orders, including, but not limited to, the Telecommunications Act of 1934, as amended, 66 Pa. C.S., and 52 Pa. Code. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and suspended.

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Issued:

Effective:

Issued By: Edgar DeLong, COO  
PEG Bandwidth PA, LLC  
3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004

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COMPETITIVE ACCESS PROVIDER SERVICES

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LIST OF MODIFICATIONS

Supplement Number \_\_\_\_

TARIFF APPLICABLE TO RESOLD AND  
FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE SERVICES

PA PUC Tariff No. 1

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Issued:

Effective:

Issued By: Edgar DeLong, COO  
PEG Bandwidth PA, LLC  
3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004

COMPETITIVE ACCESS PROVIDER SERVICES

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CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
12	Original	37	Original		
13	Original	38	Original		
14	Original	39	Original		
15	Original	40	Original		
16	Original	41	Original		
17	Original	42	Original		
18	Original	43	Original		
19	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	Original				
25	Original				

\* New or Revised Page

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Issued:

Effective:

Issued By: Edgar DeLong, COO  
PEG Bandwidth PA, LLC  
3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004

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COMPETITIVE ACCESS PROVIDER SERVICES

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Issued:

Effective:

Issued By: Edgar DeLong, COO  
PEG Bandwidth PA, LLC  
3 Bala Plaza, Suite 502  
Bala Cynwyd, PA 19004

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission an updated check sheet accompanies the 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 designated by an asterisk (\*). There shall 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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**EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation
- (D) To signify a rate decrease
- (I) To signify an increased rate

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Individual Case Basis (ICB) - A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATIONS, Inc. Tariff F.C.C. No. 4.

Multiplexing - The act of combining a number of individual message circuits for transmission over a common transmission path.

Multiplexing Hub - A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Network - Refers to the Company's facilities, equipment, and services provided under this Tariff.

Private Line/Special Access Service - Provides circuits which are specifically dedicated to Customer's use between two (2) points specified by the Company and Customer in a Service Order.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Application of Tariff**

2.1.1 This tariff contains the regulations and rates applicable to dedicated telecommunications services provided by the Company to business customers only. The services described in this tariff are not offered to residential customers.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications within an exchange. A communication is “intrastate” only if all points of origination and termination are located within the Commonwealth of Pennsylvania.

**2.2 Scope**

The Company undertakes to furnish dedicated point to point services in accordance with the terms and conditions set forth in this Tariff. Service is offered via the Company’s facilities or in combination with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from non-residential user points within the Commonwealth of Pennsylvania. The Company may also lease its dedicated and private line communications infrastructure to enterprise customers for high bandwidth, secure voice, video and data networks. The provision of service under this tariff shall not create a partnership or joint venture between the Company and Customer.

**2.3 Shortage of Equipment and Facilities**

All service is subject to the availability of suitable facilities and where the Company can secure acceptable arrangements with underlying suppliers (for resold services). The Company may deny service, limit the length of service, or discontinue furnishing services when necessary because of the lack of acceptable transmission medium capacity, the unavailability of equipment and facilities, or because of any causes beyond its control.

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**SECTION 2 - RULES AND REGULATIONS**

2.4 Terms and Conditions

- 2.4.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.4.2 Services requested by a Customer under this tariff shall be requested on service order forms (“Service Orders”) in effect from time to time, which shall contain or reference this tariff, the name of the Customer, a specific description of the service ordered and applicable bandwidth, the requested start date (“Requested Start Date”), the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonable requested by the Company, which may supplement the terms and conditions contained in this Tariff.
- 2.4.3 The Company will make reasonable efforts to meet a Customer’s Requested Start Date. In the event that a Requested Start Date is altered, Customer’s Requested Start Date will be changed to reflect the number of days of delay or advance, as appropriate (the “Actual Start Date”).

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**SECTION 2 - RULES AND REGULATIONS****2.4 Terms and Conditions (cont'd)**

- 2.4.4 The Company's standard service implementation interval for services provided on the Company's owned and operated facilities is forty-five (45) days from acceptance of a Service Order by the Company's Customer Care department. Such acceptance shall be indicated by the signature of a representative of such department on the Service Order. The standard service implementation interval for services provided by a third party and either partially or wholly off of the Company's owned and operated network shall be determined on an ICB. The Company shall make reasonable efforts to provide services within its standard service implementation interval or on Customer's Requested Start Date and shall not be liable to pay to the Customer any penalties or damages for Company's failure to meet such standard service implementation intervals.
- 2.4.5 Services shall be deemed to begin on the date the Company issues notice that service is available (the "Actual Start Date"), unless the Company receives written notice from the Customer within three (3) business days after the Company's issuance of notice that service is available, stating that the service is in material non-compliance with applicable technical specifications.
- 2.4.6 Customers may request a delay in the Actual Start date of a Service Order provided that (i) a written delay request is provided to Company no later than 5 business days prior to the Requested Start Date or the delayed Requested Start Date, as the case may be, and (ii) the aggregate number of days requested by such delay request or requests do not exceed 30 calendar days from the Service Order's original Requested Start Date. At the expiration of such 30 day period, the Customer may no longer delay the Actual Start Date of such Service Order, and Company may begin billing as of such date.

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Limitations on Liability

- 2.5.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of Outage Credits to the Customer for interruptions in service as set forth in section 2.15 of this Tariff.
- 2.5.2 Except for the extension of Outage Credits to the Customer for interruptions in service, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including but not limited to any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure or breakdown of facilities associated with the service.

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil disturbances; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- D. Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.5.4 The Company and the Customer shall defend, indemnify and hold harmless the other against and from any and all claims for property damage, physical personal injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of service or other performance.

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**SECTION 2 - RULES AND REGULATIONS**

2.5 Limitations on Liability (cont'd)

2.5.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE OUTAGE CREDITS REMEDY SET FORTH IN SECTION 2.15 IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER AND IS IN LIEU OF ALL OTHER REMEDIES.

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**SECTION 2 - RULES AND REGULATIONS**2.5 Limitations on Liability (cont'd)

2.5.6 Customers shall make all arrangements with copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations, clearances or consents with respect to transmission contents ("Consents"). Customers shall indemnify and hold harmless the Company and Providers (as defined below) against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over Company's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal. Providers shall be defined to include the Company, any third party or affiliated provider, operator or maintenance/repair contractor of facilities employed in connection with the provision of services under this tariff. The Company may terminate or restrict any transmissions over the network if, in its judgment, (a) such actions are reasonably appropriate to avoid violation of applicable law; or (b) there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Providers. Customer agrees not to use services for any unlawful purpose, including without limitation any use which constitutes or may constitute a violation of any local, state or federal obscenity law.

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**SECTION 2 - RULES AND REGULATIONS****2.6 Testing and Adjusting**

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such test, adjustments, or inspections.

**2.7 Provision of Equipment and Facilities**

2.7.1 The Customer has sole responsibility for installation, testing and operation of facilities, services and equipment ("Customer Facilities") other than those specifically provided by the Company as part of the services described in a Service Order. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for service after the Actual Start Date.

2.7.2 Any equipment provided by the Customer must be itemized on a schedule listing all such Customer-provided equipment and appended to the Service Order to which use of that equipment relates ("Customer Equipment Inventory"). The Company shall not be obligated to provide service if the Customer will be providing any of its own equipment unless and until such equipment is itemized on the applicable Customer Equipment Inventory.

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

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**SECTION 2 - RULES AND REGULATIONS****2.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction charges will be determined as described herein on an ICB. Special construction is that construction undertaken:

- 2.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.8.4 in a quantity greater than that which the Company would normally construct;
- 2.8.5 on an expedited basis;
- 2.8.6 where a change in service is made after the service has been installed;
- 2.8.7 on a temporary basis until permanent facilities are available;
- 2.8.8 involving abnormal costs; or
- 2.8.9 in advance of its normal construction.

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**SECTION 2 - RULES AND REGULATIONS****2.9 Prohibited Uses**

- 2.9.1 The services the Company offers shall not be used for any unlawful purpose or for any use which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 2.9.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 2.9.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 2.9.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights or obligations associated with the service without the written consent of the Company. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle the Company to terminate service, at its option, upon ten (10) days' prior written notice to Customer.

**2.10 Customer Premises Provisions**

- 2.10.1 The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.10.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS****2.11 Liability of the Customer**

2.11.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

2.11.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.11.1, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

**2.12 Customer Equipment and Channels****2.12.1 Interconnection of Facilities**

- A. Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.
- B. In the event the Customer should desire to collocate Customer owned equipment in a facility owned (or leased) and operated by the Company for the purpose of interconnecting the Customer owned equipment with the Company's network, the Customer and Company shall enter into an ICB agreement specifying the terms and conditions relating to such collocation.

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**SECTION 2 - RULES AND REGULATIONS**2.12 Customer Equipment and Channels (cont'd)2.12.2 Inspections

The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

2.13 Customer Deposits2.13.1 General

- A. To safeguard its interests, the Company may, at any time prior to or after the Actual Start Date, require a Customer to post a deposit or irrevocable letter of credit, at the Company's option, to secure the Customer's payment for the term of the service requested.
- B. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- C. Deposits held will accrue at an annual interest rate of two (2) percent per annum without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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**SECTION 2 - RULES AND REGULATIONS**

2.13 Customer Deposits (cont'd)

2.13.2 Failure to Post a Deposit

Should a Customer fail to post a deposit or letter of credit as may be required by the Company within fifteen (15) days of the Company's notice of such a requirement, or should the Customer fail to abide by the terms of any letter of credit or deposit agreement, the Company may deny service prior to the Requested Service Date or terminate service after the Actual Start Date upon 60 days' notice to the Customer.

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements2.14.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services by Customer.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Except as specified in a Service Order, non-recurring charges service are billed following receipt of the service by the Customer and are due and payable within 30 days after the date of the invoice (“Due Date”).
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable with 30 days after the date of the invoice (“Due Date”). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Prorated charges are billed following receipt of service and are due and payable within 30 days after the date of the invoice (“Due Date”).

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**COMPETITIVE ACCESS PROVIDER SERVICES**

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.2 Billing and Collection of Charges (cont'd)

- D. Billing of the Customer by the Company will begin on the Actual Start Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Actual Start Date may be postponed if (i) the Customer provides the Company a written delay request no later than five (5) business days prior to the Requested Start Date, and (ii) the aggregate number of the days requested by such delay request does not exceed thirty (30) calendar days from the Service Order's original Requested Start Date. At the expiration of such thirty (30) day period, the Customer may no longer delay the Actual Start Date of such Service Order and the Company may begin billing as of such date.
- E. The Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a service is rendered, whichever is later.
- F. If any portion of the payment is received by the Company after the Due Date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
- 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions, which shall accrue from the Due Date.

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.3 Billing DisputesA. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days of the Due Date. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. Such notice may be sent to the Company by calling, toll free, 1-866-724-2065, or by writing to: PEG Bandwidth PA, LLC, 3 Bala Plaza, Suite 502, Bala Cynwyd, PA 19004.

B. Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the Due Date to avoid assessment of a late payment charge.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge, and the Customer shall receive an adjustment on its next bill.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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**SECTION 2 - RULES AND REGULATIONS**

2.14 Payment Arrangements (cont'd)

2.14.3 Billing Disputes (cont'd)

C. Unresolved Billing Disputes

If notice of the disputed charge(s) is received by the Company within 30 days of the Due Date, the Customer may take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
P.O. Box 3265  
Harrisburg, Pennsylvania 07105-3265  
1-800-692-7380

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.4 Suspension of Service for Cause

- A. In the event payment in full is not received from Customer on or before 60 days following the date of the invoice, the Company may suspend all or any portion of service to the Customer. The Company shall exercise this suspension by providing Customer with a minimum of 10 days' written notice specifying the past due amount and the services to be suspended. If Company receives the entire past due amount within the 10 day notice period, then Customer's service will not be suspended.
- B. If only a portion of the service is initially suspended pursuant to the Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the service, with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's services, subject to the Company's right to require the Customer to post a deposit or irrevocable letter of credit as specified in section 2.13 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.4 Suspension of Service for Cause (cont'd)

- C. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- D. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
- G. Except for suspension of service pursuant to section 2.14.4(E), preceding, suspension of service shall not affect the Customer's obligation to pay for the service.

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.5 Ancillary Services and Charges

Any ancillary services and charges not described in this section will be considered special requests and will be handled on an ICB.

A. Order Change Charge – Change of Service Date

If a Customer desires to change the date on which Customer has requested that service be available, other than a request to expedite service pursuant to Section 2.8.5, Customer may be charged an Order Change Charge. Such charge will not apply to the Customer's first change of service date request, as long as such request is made more than fifteen (15) business days prior to the original Requested Start Date. If Customer makes a second change of service date request, or such change is requested less than fifteen (15) days prior to the original Requested Service Date, Customer will be charged an Order Change Charge. Customer will also be charged for any charges incurred by the Company from third party providers as a result of Customer's request for change of service date.

B. Order Change Charge – Change of Information in a Service Order

If a Customer requests a change to the information contained in a Service Order (other than a change of service date) prior to completion of installation of the Service, Customer may incur an Order Change Charge. No Order Change Charge will be incurred, however, if such requested change is administrative in nature (i.e., billing address, contact information, etc.).

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**SECTION 2 - RULES AND REGULATIONS**2.14 Payment Arrangements (cont'd)2.14.5 Ancillary Services and Charges (cont'd)C. Cancellation of Service Order

If Customer desires to cancel a Service Order prior to installation and acceptance of the service, Customer will be assessed an Order Cancellation Charge as well a charge to reimburse the Company for any out of pocket expenses incurred by the Company in preparation to provide the service. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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**SECTION 2 - RULES AND REGULATIONS**2.15 Outage Credits for Interruptions in Service2.15.1 General

- A. An Outage Credit will be given when service is interrupted in a duration equal to or greater than thirty (30) minutes, except as specified below. For DS-3 service, an interruption occurs when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of a bit error rate equal to or worse than  $1 \times 10^{-6}$ .
- B. An interruption period begins upon the earlier of the Company's actual knowledge of the interruption or the Company's receipt of notice from the Customer of the interruption. An interruption period ends when the service, facility or circuit is operative.
- C. A Customer shall be entitled to an Outage Credit upon the Company's receipt of the Customer's written request for such Outage Credit.
- D. The Outage Credit shall be in the amount of 1/720 of the monthly recurring charge for the service for each hour in excess of the first thirty (30) minutes that the service is interrupted.
- E. All Outage Credits shall be credited on the Customer's next monthly invoice for the affected service.
- F. The Outage Credit as set forth in this section shall be the sole and exclusive remedy of a Customer in the event of any interruption.

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**SECTION 2 - RULES AND REGULATIONS**

2.15 Allowances for Interruptions in Service (cont'd)

2.15.2 Limitations of Outage Credits

No Outage Credit will be made for any interruption in service that is:

- A. Of a duration of less than thirty (30) minutes;
- B. Caused by the Customer or others authorized by the Customer to use the service;
- C. Due to scheduled maintenance where the Customer has been notified of the scheduled maintenance in advance;
- D. Caused by an interruption or failure on another carrier's network connected to the service of the Company;
- E. Due to the failure of power, facilities, equipment, systems, connections, or services not provided by the Company;
- F. Due to circumstances or causes beyond the control of the Company; or
- G. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.

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**SECTION 2 - RULES AND REGULATIONS**2.16 Cancellation of Service2.16.1 Cancellation of Service

Once the Actual Start Date has passed and the Customer has accepted the service, the Customer must pay for the service as indicated on the Service Order through the term indicated on such Service Order, regardless of whether the Customer is actually using the service, provided that upon thirty (30) day's prior written notice, either the Customer or the Company may, without any cancellation of service liability, cancel the affected portion of any service if the Company is prohibited by governmental authority from furnishing, or the Customer is prohibited from using such portion, or if any material rate or term contained in this tariff and relevant to the affected portion of any service is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to adjudicate the matter, or other local, state or federal government authority.

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**SECTION 2 - RULES AND REGULATIONS**2.17 Customer Liability for Unauthorized Use of the Network2.17.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices or electronic devices;
  - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.

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**SECTION 2 - RULES AND REGULATIONS**2.17 Customer Liability for Unauthorized Use of the Network (cont'd)2.17.1 Unauthorized Use of the Network (cont'd)

- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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**SECTION 2 - RULES AND REGULATIONS**

2.17 Customer Liability for Unauthorized Use of the Network (cont'd)

2.17.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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**SECTION 3 – DESCRIPTION OF SERVICE****3.1 General**

Customers may order from the Company local private line/special access telecommunications transport services, subject to availability. The term “services” used in this section refers only to such intrastate telecommunications transport services between two locations traversing the Company’s end points each of which originate or terminate at a Customer’s or the Company’s designated location, unless otherwise stated in this tariff. Any service provided over a third party’s facilities, arranged for the Customer by the Company, may be provided on an ICB.

**3.2 Local Private Line/Special Access Service****3.2.1. Description**

- A. Private Line/Special Access Service is provided on a point-to-point basis between Customer-designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the same Incumbent Local Service Area.

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**SECTION 3 – DESCRIPTION OF SERVICE**

3.2 Local Private Line/Special Access Service (cont'd)

3.2.1. Description (cont'd)

- B. Local Private Line/Special Access Service is provided only where facilities are available and where the Company can secure acceptable arrangements with underlying suppliers (for resold services), and is further subject to the technical limitations of the digital equipment used by the Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
- C. Local Private Line/Special Access Service is furnished on a full-time basis, 24 hours a day, seven days a week.
- D. Local Private Line/Special Access Service is available in standard DS1 and DS3 offerings. Digital channels operating at speeds other than these may be provided at the Company's option on an individual case basis.

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**SECTION 3 – DESCRIPTION OF SERVICE**

3.2 Local Private Line/Special Access Service (cont'd)

3.2.2 Application of Rates and Charges

- A. All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in Section 4. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by local exchange telephone companies incurred by or on behalf of the customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.
  
- B. The rates for Local Private Line/Special Access Service consist of a nonrecurring installation charge, a monthly recurring fixed rate, and a monthly recurring per mile rate measured using V&H coordinates.

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**SECTION 3 – DESCRIPTION OF SERVICE**

## 3.2 Local Private Line/Special Access Service\_(cont'd)

3.2.2 Application of Rates and Charges (cont'd)

- C. Local Private Line/Special Access Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of the service commitment period. At the expiration of the Customer's commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
- D. In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements, including ICB.

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**SECTION 4 – RATES AND CHARGES**

4.1 Local Private Line/Special Access Service

<u>Speed</u>	<u>Pt-Pt</u>	<u>Hub</u>	<u>End Link</u>	<u>Installs</u>
DS-0	ICB		ICB	ICB
DS-1	ICB	ICB	ICB	ICB
DS-3	ICB	ICB	ICB	ICB
OC-3	ICB	ICB	ICB	ICB
OC-12	ICB	ICB	ICB	ICB
OC-48	ICB	ICB	ICB	ICB
Fast E 10Meg	ICB			ICB
Fast E 100Meg	ICB			ICB
Gige 150	ICB			ICB
Gige 600	ICB			ICB
Gige 1000	ICB			ICB

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**SECTION 4 – RATES AND CHARGES**

4.2 Ancillary Charges

4.2.1. Order Change Charge

<u>Speed</u>	<u>Order Change Charge</u>
DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB
OC-48	ICB
Fast E 10Meg	ICB
Fast E 100Meg	ICB
Gige 150	ICB
Gige 600	ICB
Gige 1000	ICB

4.2.2 Order Cancellation Charge

<u>Speed</u>	<u>Pre-Engineering</u>	<u>Post-Engineering</u>
DS-0	ICB	ICB
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
Fast E 10Meg	ICB	ICB
Fast E 100Meg	ICB	ICB
Gige 150	ICB	ICB
Gige 600	ICB	ICB
Gige 1000	ICB	ICB

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## **EXHIBIT C**

### **Financial Statements**

The financial statements of PEG Bandwidth PA, LLC (“PEG”) are being filed under separate cover.

These documents demonstrate the company’s financial ability to provide the proposed services. PEG is a privately-held company and as such its financial statements are not public information, but rather confidential and proprietary information. These financial statements are therefore submitted under seal. PEG respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for the evaluation of Applicant’s fitness to provide service.