



# TILSON

June 17, 2015

Joshua Broder  
245 Commercial St., Ste. 203  
Portland, ME 04101  
(207) 591-6427

## RECEIVED

JUN 18 2015

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

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**RE: Application for Telecommunications Authority for SQF, LLC, d/b/a Tilson**

Dear Sir or Madam:

Enclosed please find for filing an original and three (3) copies of the application to provide telecommunications services in Pennsylvania of SQF, LLC, d/b/a Tilson. Also attached is a check to cover the \$250.00 filing fee, a certificate of service, and an envelope marked *confidential*. The envelope contains the original and three copies of the application's Exhibit 3 and Exhibit 4, Tilson's financial information and SQF, LLC's first year pro-forma income statement. These documents are integral to Tilson's application, however are sensitive and therefore to be kept out of the public domain by the Pennsylvania Public Utility Commission.

Please date stamp and returned to me the certificate of service in the enclosed, self-addressed, postage prepaid envelope. If you have any questions, please contact me at the above telephone number.

Sincerely,

Joshua Broder  
President, SQF, LLC



245 Commercial Street, Suite 203, Portland, ME 04101  
[www.tilsontech.com](http://www.tilsontech.com) - [info@tilsontech.com](mailto:info@tilsontech.com)  
@tilsontech - (207) 591-6427

**Application of:**

**SQF, LLC, d/b/a Tilson**

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.

SQF, LLC  
d/b/a Tilson  
245 Commercial Street, Suite 203  
Portland, ME 04101  
(207) 591-6427 (tel)  
(207) 772-3427 (fax)

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

Not Applicable.

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

Lynne Houle, Esq.  
Bernstein, Shur, Sawyer, & Nelson, P.A.  
100 Middle St.  
P.O. Box 9729  
Portland, ME 04104-5029  
(207) 774-1200 (tel)  
(207) 774-1127 (fax)

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.

Liza Quinn  
Senior Consultant  
Tilson  
245 Commercial St., Ste. 203  
Portland, ME 04101  
(207) 358-7459 (tel)  
(207) 772-3427 (fax)

**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).

Joshua Broder  
CEO  
Tilson  
245 Commercial St., Ste. 203  
Portland, ME 04101  
(207) 358-7402 (tel)  
(207) 772-3427 (fax)

**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.

Joshua Broder  
CEO  
Tilson  
245 Commercial St., Ste. 203  
Portland, ME 04101  
(207) 358-7402 (tel)  
(207) 772-3427 (fax)

**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.

Corporation Service Company  
2711 Centerville Rd. #400  
Wilmington, DE 19808

**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 Maine.

Attached hereto in Exhibit 1 is a copy of the Applicant's Articles of Incorporation, and a copy of the Applicant's authority to transact business in the state of Pennsylvania (Foreign Corp. Certificate). For SQF, LLC

Give name and address of officers:

Joshua Broder  
President  
245 Commercial St., Ste. 203  
Portland, ME 04101

Mike Svigelj  
Controller  
245 Commercial St., Ste. 203  
Portland, ME 04101

**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.

Tilson Technology Management  
245 Commercial St., Ste. 203  
Portland, ME 04101  
(Not a jurisdictional public utility)

**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 check
  - 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.

SQF seeks authority to provide service as a facilities-based competitive local exchange carrier and a competitive access provider. SQF seeks both types of authority in order to provide radio frequency ("RF") transport and backhaul services to commercial mobile radio service ("CMRS") providers. SQF also may transport and distribute its wireless customer's data services. SQF will provide its services using a system of fiber optic cables and small antennas and conversion equipment attached to poles and other structures. SQF will provide both interstate and intrastate services. At this time, SQF does not intend to furnish *traditional residential or business local telephone services or switched, interexchange telephone service.*

SQF will only provide RF Transport Services where technology permits. The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of SQF and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services. SQF will offer service subject to the availability of the necessary facilities and/or equipment. SQF will reserve the right not to provide service to or from a location where the necessary facilities or equipment are not available.

The Company's services will be generally provided on a monthly basis and will be available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities.

RF Transport Services use optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide telecommunications companies with more efficient transport and greater overall network service options. RF Transport Services connect customer-provided wireless capacity equipment to customer-provided or SQF provided bi-directional RF-to-optical

conversion equipment at a hub facility. The hub facility can be customer or SQF provided. The conversion equipment will allow SQF to accept RF traffic from the customer and then send bidirectional traffic transmission across the appropriate optical networks. At the remote end, SQF or the customer will provide RF-to-optical conversion equipment to allow bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node.

There will be some specific limitations applicable to RF Transport Services, including the following:

- All optical services are provided on single mode optical fiber
- Some optical services may be of a multi-wave length nature
- Current wireless standards limit the distance between a hub site and a remote node to 20 kilometers
- The optical loss between a hub site and a remote node must not exceed
- 18dB

SQF intends to reserve the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the law.

SQF seeks authority to provide these services in the service areas and local exchange areas currently served by the incumbent local exchange carriers.

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 requests full authority to provide service throughout the state of Pennsylvania, with the exception of the following counties: Franklin, Fulton, Greene, Perry, Sullivan, Susquehanna, Union and Wyoming.

Incumbent Local Exchange Carriers in territory are: Verizon Pennsylvania, Inc. and Verizon North, Inc.

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

Applicant will market its services to wireless telecommunications carriers. The Applicant will provide both categories of proposed services: competitive access provider ("CAP") and competitive local exchange carriers ("CLEC") to wireless telecommunications carriers.

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.

Please refer to Exhibit 2.

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

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

The balance sheet for Tilson, parent company of the applicant, coupled with the recent \$2.2 million equity investment, offers evidence that the company has substantial assets and relatively small liabilities.

See confidential Exhibit 3 for independent accountant's review report and press release regarding recent equity investment.

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

See confidential Exhibit 3 for independent accountant's review report.

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania;

See Exhibit 4 for SQF, LLC tentative income statement. SQF will rely on Tilson's balance sheet.

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.

SQF, LLC  
245 Commercial St., Ste. 203  
Portland, ME 04101

(207) 591-6427 (tel)  
(207) 772-3427 (fax)  
ATTN: Financial Controller

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

See confidential Exhibit 3 for letter of credit.

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

January 1, 2016

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 Exhibit 5 for certificate of service.

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 is a telecommunications carrier as defined by the Telecommunications Act of 1996. See 47 U.S.C. § 153(44).*

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 entity or individual 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.

The Applicant understands Item #20.

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.

The Applicant understands Item #21.

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Applicant: *Joshua B. Broder*  
By: *Joshua B. Broder*  
Title: *President*

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

**AFFIDAVIT**

[Commonwealth/State] of Maine :

County of Cumberland :

ss.

Joshua Broder, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the President (Office of Affiant) of SQF, LLC (Name of Applicant;)

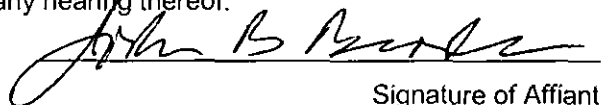
That Affiant is authorized to and does make this affidavit for said corporation;

That SQF, 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 SQF, 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.

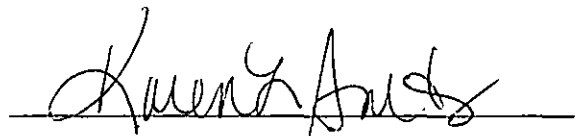
That SQF, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s), from the list provided from the PUC website (<http://www.puc.state.pa.us>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted. (See Exhibit 6.)

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 16 day of June, 2015.  
Month Year



Signature of official administering oath

My Commission expires 5/13/18.

23. §1.36 Verification.

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[Commonwealth/State] of Maine:

: ss.

County of Cumberland:

Joshua Broder, Affiant, being duly sworn and affirmed according to law, deposes and says that:

He is the President of SQF, LLC.

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

That the facts above set forth are true and correct to the best of my knowledge, information, and belief and that I expect the Applicant to be able to prove the same at any hearing hereof.

John B. Beaulieu  
Signature of Affiant

Sworn and subscribed before me this 16 day of June, 2015.  
Month Year

Karen G. Amato  
Signature of official administering oath

My Commission expires 5/13/18



**Exhibit 1**

**(Question 5)**

Applicant's Articles of Incorporation  
and  
Certificate of Authority to Transact Business  
As a Foreign Corporation in Pennsylvania

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SECRETARY'S BUREAU

MAINE  
LIMITED LIABILITY COMPANY  
STATE OF MAINE  
CERTIFICATE OF FORMATION

Filing Fee \$175.00

File No 20130037DC Pages 2  
Fee Paid \$ 175  
DCN 2121932700023 DLLC  
FILED  
07/11/2012

*Julie R. Flynn*  
Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

SQF, LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "LLC," "LLC," "LC" or "LC" or, in the case of a low-profit limited liability company, "LJC" or "LJC" - see 31 MRSA 1503.)

SECOND: Filing Date (select one)

- Date of this filing; or  
 Later effective date (specified here) \_\_\_\_\_

THIRD: Designation as a low-profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
- A. The company intends to qualify as a low-profit limited liability company;
  - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
  - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
  - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company\* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

\_\_\_\_\_  
(Type of professional services)

Form No. MLLC-6 (1 of 2)

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SECRETARY'S BUREAU

- 1 -

Wed Apr 22 2015 11:32:12

FIFTH: The Registered Agent is a (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number P10068  
Corporation Service Company  
(Name of commercial registered agent)

Noncommercial Registered Agent  
\_\_\_\_\_  
(Name of noncommercial registered agent)

\_\_\_\_\_  
(physical location, not P O Box – street, city, state and zip code)

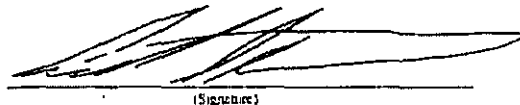
\_\_\_\_\_  
(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105 2, the registered agent listed above has consented to serve as the registered agent for this limited liability company

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit \_\_\_\_\_, and made a part hereof.

\*\*Authorized person(s)

Dated 7/10/2012

  
\_\_\_\_\_  
(Signature)

Ande Smith, Vice President  
\_\_\_\_\_  
(Type or print name and capacity)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or print name and capacity)

\*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723 7)

\*\*Pursuant to 31 MRSA §1676 1 A, Certificate of Formation MUST be signed by at least one authorized person

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453

Please remit your payment made payable to the Maine Secretary of State

Submit completed form to  
Secretary of State  
Division of Corporations, UCC and Commissions  
101 State House Station  
Augusta, ME 04333-0101  
Telephone Inquiries: (207) 624-7752      Email Inquiries: CEC.Corporations@Maine.gov

Form No. MLLC-6 (2 of 2) 7/1/2011



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:

245 Commercial St, Suite 203 Portland, ME 04101

Number and street	City	State	Zip
-------------------	------	-------	-----

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:

Number and street	City	State	Zip
-------------------	------	-------	-----

~~6. For Restricted Professional Limited Liability Company Only. Strike out if Inapplicable: 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
-------------------	------	-------	-----	--------

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

18 day of JUNE, 2015

SQF, LLC  
Name of Partnership/Company

Mary B Kelly  
Signature

Secretary  
Title

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

SQF, LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4363163

SQF, LLC  
245 Commercial Street ; Suite 203  
Portland, ME 04101

Exhibit 2  
(Question 13)

Applicant's Proposed Tariff

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**COMPETITIVE ACCESS  
PROVIDER SERVICES  
TARIFF**

Issued by

SQF, LLC

245 Commercial St, Suite 203

Portland, ME 04101

Within

The Commonwealth of Pennsylvania

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## **APPLICATION OF TARIFF**

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider Services (CAP) by SQF, LLC that originate and terminate in Pennsylvania. *Specific services and rates are described elsewhere in this tariff. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.* The Carrier's RF Transport Services are available to non-residential customers. RF Transport Services are not available to residential customers. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 245 Commercial St., Suite 203, Portland, ME 04101. The Company's Tariff is in concurrence with all applicable State and Federal Law (including, but not limited to, 51 Pa. Code, 66 Pa C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

## SECTION 1 - DEFINITIONS

### 1.0 Definitions

**Advance Payment:** Part or all of a payment required before the start of service.

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

**Commission:** The Pennsylvania Public Utility Commission

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

**Communications Services:** The Company's competitive access provider services. Company, Carrier, Utility, SQF, LLC, the issuer of this tariff.

**Company:** SQF, LLC.

**Customer or Subscriber:** The person, firm or corporation, which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to Company's services.

**Facilities:** Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**Joint User:** A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

**Service Order:** A written request for Communications 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 obligations 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.

**Terminal Equipment:** Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location such as teleprinters, telephone handsets, or data sets.

**User:** Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

## **SECTION 2 - REGULATIONS**

### **2.0 Undertaking of the Company**

#### **2.1 Scope**

##### **2.1.1 Undertaking**

2.1.1.A *The Company's services are furnished for telecommunications services originating and/or terminating in any area within the Commonwealth of Pennsylvania.*

2.1.1.B The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

2.1.1. C The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24), hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

##### **2.1.2 Shortage of Facilities or Equipment and Other Limitations**

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

2.1.2. 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 Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

##### **2.1.3 Terms and Conditions**

2.1.3. A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

2.1.3. B Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

##### **2.1.4 Limitations on Liability.**

2.1.4. A *In view of the fact that the Customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:*

#### 2.1.4.B Service Irregularities

2.1.4.B.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to the Company.

2.1.4.B.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omissions of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

2.1.4.B.3 The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary Network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

#### 2.1.4.C Claims of Misuse of Service

2.1 AC. 1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

2.1.4.C.2 The Company does not require indemnification from the Customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

#### 2.1.4.D Defacement of Premises

2.1.4.D.1 The Company is not liable for any defacement of, or damage to, the Customer's Premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when

such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

#### 2.1.4.E Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.1.4.E.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

#### 2.1.4.F Service at Outdoor Locations

2.1.4.F.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

#### 2.1.4.G Warranties

2.1.4.G.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.G.2 *Acceptance of the provisions of Section 2.1.4 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.*

#### 2.1.4.H Scope of liability

2.1.4.H.1 Noting in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

#### 2.1.5 Ownership of Facilities

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

#### 2.1.6 Prohibited Uses

2.1.6. A The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.1.6.B 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 offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.1.6.C The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.1.6.D A Customer, Joint User, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges-owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

## **2.2 Obligations of the Customer**

### **2.2.1 Customer Premises Provisions**

2.2.1.A The Customer shall be responsible for:

2.2.1 .A. 1 placing any necessary Service Orders; complying with tariff terms and conditions; for assuring that Users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines;

2.2.1 .A.2 arranging access to its premises at times mutually agreeable to Company-and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services;

2.2.1 .A.3 maintaining its Terminal Equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

## **2.3 Customer Equipment and Channels**

### **2.3.1 Interconnection of Facilities**

2.3.1.A Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.3.1.B *Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided Terminal Equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.*

## **2.4 Customer Deposits and Advance Payments**

### **2.4.1 Advance Payments**

2.4.1.A The Company reserves the right to require from an applicant for service advance payments for the construction of facilities and furnishing of special equipment. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. *The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bill.*

2.4.1 .B *Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.*

### **2.4.2 Deposits**

2.4.2.A The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

2.4.2.B In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

2.4.2.C *Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.*

2.4.2.D Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are payable at the rate of the average 1-year US Treasury bills for September, October, and November of the previous year without deduction for any taxes on such deposits. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

## **2.5 Payment Arrangements**

### **2.5.1 Payment for Service**

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

#### **2.5.1.A.1 Taxes**

2.5.1 .A. 1.(a) *Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.*

2.5.1 .A. 1 .(b) Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

2.5.1.A.1.(c) When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

## 2.5.2 Billing and Collection of Charges

2.5.2.A The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.

2.5.2.B Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.

2.5.2.C Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25 percent late payment charge for any unpaid balance. The late payment date will be prominently *displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.*

2.5.2.D Usage charges and any recurring monthly charges are billed after each billing period. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

2.5.2.E If the Company hires a collection agency to collect, or attempt to collect, any charges owed, the Customer will be liable to the Company for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.2.F In the event payment is made by personal check and the check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to

pay, a \$25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.

2.5.2.G The Company does not offer services to residential customers. In the event that the Company offers services to residential customers in the future, it will comply with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64, regulations, the regulations in Chapter 64 will prevail.

### 2.5.3 Billing Disputes

#### 2.5.3. A General

2.5.3.A.1 Billing disputes should be addressed to Company's customer service organization via telephone to (207) 591-6427 during business hours, M-F, excepting Federal holidays, 9:00 AM to 4:59 PM Eastern Time. Messages may be left outside of business hours. Messages left will be returned during the next business day during business hours.

2.5.3.A.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount under Section 2.5.2.C., preceding.

#### 2.5.3.B Adjustments or Refunds to the Customer

2.5.3.B.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2.5.3.B.2 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.5.3.B.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

2.5.3. B.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

### 2.5.4 Unresolved Billing Disputes

2.5.4.A In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can take the following course of action:

2.5.4. A. 1 First, the Customer may request and the Company 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 disconnection.*

2.5.4.A.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 17105-3265  
Telephone: 1-800-PUC-1110

2.5.4. A.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are " completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

#### 2.5.5 Discontinuance of Service

2.5.5.A Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least 10 days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

2.5.5. A.1 Service may be suspended by written notice for any of the following reasons:

2.5.5.A.1.(a) Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney fees as determined by the Pennsylvania Public Utility Commission or by the Court.

2.5.5.A.1.(b) By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.

2.5.5.A.1.(c) Failure to post a required deposit or guarantee.

2.5.5.A.1.(d) For unlawful use of the service or use of the service for unlawful purposes.

2.5.5.A.1.(e) A violation of, or failure to comply with, any regulation or condition governing the furnishing of service.

2.5.5.A.1.(f) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.

2.5.5.A.1.(g) If the Company provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

2.5.5.A.2 However, the Company may suspend service without prior notice if it is based on an occurrence, which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.

2.5.5.B Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.5. C Restoration of service

2.5.5.C.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.5.6 Notice to Company for Cancellation of Service

2.5.6. A Customer may cancel service by providing written notice to Company five (5) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial five (5) year term.

2.5.6.B Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.5.6. C Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

2.5.6.C.1 the Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

2.5.6.C.2 liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

2.5.6.C.3 based on an order for service and construction has either begun or has been completed, but no service provided.

2.5.7 Allowances for Interruption in Service

2.5.7. A A credit allowance will be given when service is interrupted, except as specified in Section

2.5.7.B A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

2.5.7.C An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.7.D If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

#### 2.5.8 Limitations on Allowances

2.5.8.A No credit allowance will be made for any interruption in service:

2.5.8. A. 1 Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;

2.5.8.A.2 Due to the failure of power, equipment, systems, connections or services not provided by the Company;

2.5.8.A.3 Due to circumstances or causes beyond the control of the Company;

2.5.8.A.4 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;

2.5.8.A.5 During any period in which the Customer continues to use the service on an impaired basis;

2.5.8.A.6 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

2.5.8.A.7 That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

2.5.8.A.8 That was not reported to the Company within thirty (30) days of the date that service was affected.

#### 2.5.9 Use of Another Means of Communications

2.5.9. A If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

#### 2.5.10 Application of Credits for Interruptions in Service

2.5.10. A Except as provided in Section 2.5.8.A above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.5.10.A.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods;

2.5.10. A.2 Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

2.5.10.A.3 However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the company rendered useless or impaired.

## **SECTION 3 - DESCRIPTION OF SERVICES**

### **3.0 Description of Services**

#### **3.1 RF Transport Service**

##### **3.1.1 Generally**

3.1.1. A Radiofrequency ("RF") Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage.

3.1.1 .B RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and radiated at this remote node. Hence the Company provides optical transit services for RF signals.

3.1.1 .C The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

3.1.2 The specific limitations applicable to RF Transport Services are as follows:

3.1.2. A All optical services are provided on single mode optical fiber.

3.1.2.B Some optical services may be of a multi-wavelength nature.

3.1.2.C *Current wireless standards limit the distance between a hub site and a remote node to 20km.*

3.1.2.D The optical loss between a hub site and a remote node must not exceed 18 Db.

## **SECTION 4 - RATES AND CHARGES**

### **4.0 Rates and Charges**

#### **4.1 Calculation of Rates**

4.1.1 Charges for RF Transport Service are without regard to mileage. To the extent that the Company commences charging mileage rates to any of its services in the future, such rates will be based on airline mileage between rate centers of the calling and called stations. Mileage is calculated using the Vertical

and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4 and in accordance with the Bell Atlantic intrastate tariff.

4.1.2 Charges for RF Transport Service are without regard to duration of the call. To the extent that the Company commences charging call duration rates for any of its services in the future, timing of calls will begin when the call is answered at the call station.

4.1.3 For Direct Dial intrastate, interexchange service, a call begins when the called party answers, i.e., when 2-way conversation is possible, and standard industry hardware/software answer detection is utilized. The call ends when either party hangs up. Calls will be billed in six (6) second increments, unless otherwise specified, and billing will be rounded up to the nearest penny for each call.

4.1.4 There is no variation in call rates based on time of day or day of week.

## **4.2 Recurring and Nonrecurring Charges**

4.2.1 The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description Fee per Segment:

Nonrecurring connection charge \$100,000

Monthly recurring charge \$15,000

4.2.2 For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

4.2.3 Minimum Term

4.2.3.A The minimum service term for RF Transport Service is five (5) years.

## **4.3 Individual Case Basis (ICB) Pricing Arrangements**

4.3.1 In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

## **SECTION 5 – PROMOTIONS**

### **5.0 Promotions**

#### **5.1 Promotional Offerings – General**

5.1.1 Reserved for future use.

**Exhibit 5**  
**(Question 17)**

Applicant's Certificate of Service

**RECEIVED**

**JUN 18 2015**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

CERTIFICATE OF SERVICE

I, Liza Quinn certify that I have this 17 day of June, 2015, caused to be sent via first-class mail, a copy of the signed and verified Form PUC-377, "Application for Telecommunications Authority within the Commonwealth of Pennsylvania," on behalf of SQF, LLC, d/b/a Tilson to the following parties:

Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17103-1923

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

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

Verizon North, Inc.  
CT Corporation  
1515 Market Street, Suite 1210  
Philadelphia, PA 19102

Verizon Pennsylvania, Inc.  
1717 Arch Street  
32nd Floor  
Philadelphia, PA 19103

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JUN 18 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

A handwritten signature in black ink, appearing to be 'LQ', is written over a horizontal line.

**Exhibit 6**

List of Notified 911 Coordinators

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**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Adams**

John Eline  
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**Allegheny**

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**Allentown**

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Allentown, PA 18102

**Armstrong**

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**Beaver**

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**Bedford**

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**Berks**

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**Bethlehem**

Robert Haffner  
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**Blair**

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**Bradford**

Robert Repasky  
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**Bucks**

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911 Freedom Way

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Ivyland, PA 18974

## **Butler**

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## **Cambria**

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## **Cameron**

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## **Carbon**

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## **Centre**

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## **Chester**

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## **Clarion**

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## **Clearfield**

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## **Clinton**

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## **Columbia**

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## **Crawford**

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## **Cumberland**

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## **Dauphin**

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## **Delaware**

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## **Erie**

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## **Fayette**

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## **Forest**

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## **Huntingdon**

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## **Indiana**

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## **Jefferson**

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## **Juniata**

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## **Lackawanna**

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## **Lancaster**

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## **Lawrence**

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## **Lebanon**

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## **Lehigh**

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## **Luzerne**

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## **Lycoming**

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## **McKean**

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## **Mercer**

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## **Mifflin**

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## **Monroe**

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## **Montgomery**

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## **Montour**

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## **Northampton**

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## **Philadelphia**

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## **Pike**

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## **Potter**

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## **Schuylkill**

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## **Somerset**

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## **Tioga**

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## **Wayne**

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## **Westmoreland**

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