

# FOSTERDANOWSKY LLP

904 West Avenue, Suite 107

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**Mark Foster**

Board Certified Administrative Law

Texas Board of Legal Specialization

Writer's Email:

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[www.fosterdanowsky.com](http://www.fosterdanowsky.com)

March 11, 2019

## VIA OVERNIGHT DELIVERY SERVICE

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

RECEIVED

MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Application of WANRack, LLC; Docket No. \_\_\_\_\_.

Dear Secretary:

Enclosed for filing please find an original of the Application of WANRack, LLC, to operate as a CLEC, CAP, and IXC along with a \$250 check to cover the filing fee. Also attached are two tariffs: **Competitive Local Exchange Tariff and Competitive Access Provider Service Tariff.**

**Applicant hereby requests proprietary treatment of the attached confidential Exhibit E Balance Sheet, Income Statement and Cash Flow Statement, in accordance with 52 Pa. Code §§ 5.362 and 5.365.**

Pursuant to Pa. Code §63.104(c), the Applicant is not proposing to tariff its IXC services. Furthermore, the Applicant is not proposing to bill other carriers for terminating/originating access charges. Therefore, no Switched Access tariff is attached. Copies have been served in accordance with the attached Certificate of Service.

Very truly yours,

  
Mark Foster

cc: David Hahn, Lackawanna 9-1-1 Coordinator  
Philip J Wood Jr., Verizon Pennsylvania and Verizon North  
Office of Consumer Advocate  
Office of Small Business Advocate  
Office of Attorney General

Encl.

**Application of:**

**WANRack, LLC** for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

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

**WANRack, LLC  
15700 College Blvd., Suite 200  
Lenexa, KS 66219  
1-855-482-7225**

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.

**Mark Foster  
FosterDanowsky LLP  
904 West Avenue, Suite 107  
Austin, TX 78701  
(O) 512-708-8700  
(F) 512-697-0058  
[mfoster@fosterdanowsky.com](mailto:mfoster@fosterdanowsky.com)**

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SECRETARY'S BUREAU

**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.

**Mark Foster**  
**FosterDanowsky LLP**  
**904 West Avenue, Suite 107**  
**Austin, TX 78701**  
**(O) 512-708-8700**  
**(F) 512-697-0058**  
**mfooster@fosterdanowsky.com**

**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).

**Steve Wilson**  
**15700 College Blvd., Suite 200**  
**Lenexa, KS 66219**  
**Email Steve.Wilson@wanrack.com**  
**1-855-482-7225**

**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.

**Sean Brown**  
**15700 College Blvd., Suite 200**  
**Lenexa, KS 66219**  
**Email Sean.Brown@wanrack.com**  
**1-855-482-7225**

**4. FICTITIOUS NAME:**

**The Applicant will not be using a fictitious name.**

- 5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

**Applicant is a Foreign Limited Liability Company.**

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

**Corporation Service Company.  
2595 Interstate Drive, Suite 103  
Harrisburg, PA 17110**

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.

**See Exhibit A: Proof of Compliance with Department of State Foreign Limited Liability Company Requirements.**

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

**See Exhibit B: Applicant's Certificate of Formation.**

The Applicant is organized in the State of **Delaware**.

Give name and address of officers:

**Rob Oyler, CEO and Director  
15700 College Blvd., Suite 200  
Lenexa, KS 66219**

**Michael McKenzie, Director  
1900 K Street NW, Suite 1130  
Washington, D.C. 20006**

**Raghav Nayar, Director  
1900 K Street NW, Suite 1130  
Washington, D.C. 20006**

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

**The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.**

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

**None.**

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

**The applicant is not presently doing business in Pennsylvania as a public utility.**

**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 and Reseller**).  
**Note that Applicant will not be billing Access Charges.**

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. Provide a brief description of the facilities the Company will use to provide services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.**

**The Applicant will provide competitive local exchange telecommunications**

**services on a facilities-based and resold basis, including wholesale services to other carriers, access services to interconnecting carriers who terminate calls on its network, intrastate private line services, and non-facilities-based interexchange telecommunications services on a resold basis.**

**The Applicant has contacted by certified mail the following 911 coordinators in the Applicant's proposed service area:**

<p><b>David Hahn</b> <b>Lackawanna 9-1-1 Director</b> <b>30 Valley View Business Park</b> <b>Jessup, PA 18434</b></p>
---

- 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.

**The Applicant proposes to operate as a CLEC within the exchanges of Verizon Pennsylvania, LLC and Verizon North, LLC which are located within Lackawanna County, particularly the Carbondale, Hamlin, Jermyn, Moosic, Moscow, Newfoundland, Olyphant, Pittston, Scranton, Taylor, Wallenpaupack, Wyoming, and Chapman Lake local calling areas. A copy of this Application is being served on these ILECs simultaneously with the filing of this Application with the Commission.**

**The Applicant proposes to operate as a Competitive Access Provider (CAP) and IXC reseller throughout the Commonwealth of Pennsylvania (statewide basis).**

- 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 serve business / enterprise customers and governmental / institutional customers such as public schools.**

- 13. PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or

IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

**See Attachment C-1: Competitive Local Exchange Tariff**

**See Attachment C-2: Competitive Access Provider Service Tariff**

**Pursuant to Pa. Code §63.104(c), the Applicant is not proposing to tariff its IXC services. However, information pertaining to the rates, charges, terms and conditions for its competitive services is available for public inspection at 15700 College Blvd., Suite 200. Lenexa, KS 66219.**

**Furthermore, the Applicant is not proposing to bill other carriers for terminating/originating access charges. Therefore, no Switched Access tariff is proposed.**

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

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

**See Exhibit D entitled Organizational Chart.**

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

**See Confidential Exhibit E.**

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.

**WANRack is unable at this time to provide a tentative operating balance sheet and a projected income statement for its future operations because the data necessary to produce these documents is not yet available. However, based on its experiences in other states, WANRack anticipates that its planned Pennsylvania operations will be profitable in the second year of Pennsylvania operations.**

**WANRack's accounting records and supporting documentation are located at WANRack's headquarters at 15700 College Blvd., Suite 200. Lenexa, KS 66219.**

**Contact information for the custodian of these records is as follows:**

**Tony Gamelin.**  
**15700 College Blvd., Suite 200**  
**Lenexa, KS 66219**  
**941-223-8011**  
**tony@cfo-integrity.com**

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

**WANRack does not have a Bond Rating. WANRack has an existing revolving credit facility with its bank and a preferred equity facility with Grain Communications Opportunity Fund, L.P.**

**Attached as Exhibit F is a Schedule of Insurance Policies for insurance coverages. WANRack also has \$2,000,000 of workers comp coverage and \$1,000,000 of Employment Practices Liability Insurance (EPLI) coverage.**

- 15. START DATE:** The Applicant proposes to begin offering services on or about **May 1, 2019.**

- 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.

**There are no further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part.**

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

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

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

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

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

**See attached 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.

**The Applicant is a "telecommunications carrier" under the Federal Telecommunications Act of 1996 (the "Act"). The Applicant does not claim another particular status under the Act.**

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.

**Neither the Applicant, an affiliate, a predecessor of either, nor a person identified in this Application has ever been convicted of a crime involving fraud or similar activity.**

**Neither the Applicant, an affiliate, a predecessor of either, nor a person identified in this Application has been a defendant or a respondent in any such proceeding in the last five (5) years.**

- 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 acknowledges its obligation.**

- 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 acknowledges its obligation.**



---

Mark Foster  
Texas Bar No. 07293850  
**FosterDanowsky LLP**  
904 West Ave, Suite 107  
Austin, TX 78701  
Office: (512) 708-8700  
Fax: (512) 697-0058  
[mfoster@fosterdanowsky.com](mailto:mfoster@fosterdanowsky.com)

**ATTORNEY FOR WANRACK, LLC**

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

AFFIDAVIT

State of Kansas

: ss.

County of Johnson

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

Affiant is the President of WANRack, LLC

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

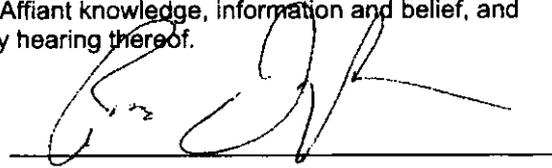
That WANRack, LLC, the Applicant herein, acknowledges that [he/she/it] may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, 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 WANRack, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

**\* Next paragraph for CLEC Applicants ONLY:**

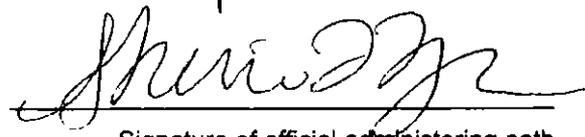
That WANRack, LLC, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.pa.gov>), and that arrangements are under way for the provisioning of emergency 911 service in each of the 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.

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.

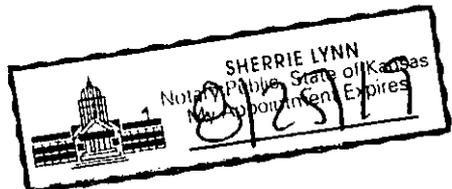


Signature of Affiant

Sworn and subscribed before me this 18 day of February, 2019  
Month Year



Signature of official administering oath



My Commission expires 8/25/19

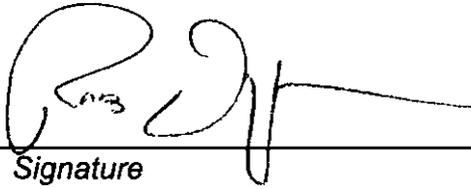
## **Verification**

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*I, Rob Oyler, 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).*

2/13/19

Date



Signature

**Rob Oyler**  
Printed name

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MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# **EXHIBIT A**

## **Proof of Compliance with Department of State Foreign Limited Liability Company Requirements**

**RECEIVED**

MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: <b>CSC order #646503-5</b> <i>lbf</i> Name  CSC (cc) Return document by email to: <b>cscpa@cscglobal.com</b>	<b>Foreign Registration Statement DSCB:16-412 (rev. 2/2017)</b>  TCO190227RA0502
--	--

Read all instructions prior to completing. This form may be sut

Fee: \$250       I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Business Corporation                 | <input type="checkbox"/> Limited Partnership                     | <input type="checkbox"/> Business Trust           |
| <input type="checkbox"/> Nonprofit Corporation                | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership   |   |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

WANRack, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

15700 College Blvd., Suite 200	Lenexa	KS	66219
Number and street	City	State	Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

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

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) \_\_\_\_\_  
Number and street City OR State Zip County

(b) c/a: Corporation Service Company Dauphin  
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
 The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
 The Foreign Registration Statement shall be effective on: \_\_\_\_\_ at \_\_\_\_\_
Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

The association is a limited liability company which is not organized to render any of the below professional service(s).

The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

- \_\_\_ Chiropractic \_\_\_ Dentistry \_\_\_ Law \_\_\_ Medicine and surgery
\_\_\_ Optometry \_\_\_ Osteopathic medicine and surgery \_\_\_ Podiatric medicine \_\_\_ Public accounting
\_\_\_ Psychology \_\_\_ Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 6th day of February, 20 19

WANRack, LLC

Name of Association

[Signature]

Signature

CEO

Title

# **EXHIBIT B**

## **Applicant's Certificate of Formation**

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MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WANRACK, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2017, AT 2:23 O`CLOCK P.M.



6635548 8100F  
SR# 20177265194

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Jeffrey W. Bullock, Secretary of State

Authentication: 203646839  
Date: 11-29-17

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:20 PM 11/28/2017  
FILED 02:23 PM 11/28/2017  
SR 20177265194 - File Number 6635548

STATE of DELAWARE  
LIMITED LIABILITY COMPANY  
CERTIFICATE of FORMATION

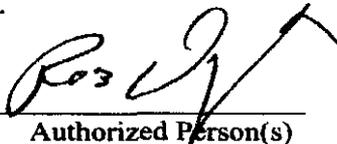
• **First:** The name of the limited liability company is WANRACK, LLC

• **Second:** The address of its registered office in the State of Delaware is 251 LITTLE FALLS DRIVE in the City of WILMINGTON  
Zip Code 19808

The name of its Registered agent at such address is CORPORATION SERVICE COMPANY

• **Third:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this  
28<sup>th</sup> day of NOVEMBER, 2017.

By:   
Authorized Person(s)

Name: ROB OYLER  
Typed or Printed

# **EXHIBIT C-1**

## **Local Exchange Service Tariff**

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MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMPETITIVE LOCAL EXCHANGE TARIFF

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TITLE PAGE

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO THE PROVISION OF  
FACILITIES-BASED AND RESOLD LOCAL EXCHANGE  
TELECOMMUNICATIONS SERVICES  
FOR BUSINESS AND ENTERPRISE CUSTOMERS  
WITHIN THE SERVICE TERRITORIES OF

Verizon Pennsylvania LLC  
Verizon North LLC

FURNISHED BY

WANRack, LLC

The Company will mirror the exchange area boundaries as stated in the tariffs of:  
Verizon Pennsylvania LLC Telephone Pa. P.U.C. No 180A  
Verizon North LLC Telephone Pa. P.U.C. Nos. 1, 3, 5 and 6

This tariff applies to the competitive local exchange telecommunications services by WANRack, LLC ("the Company" or "WANRack") within the Commonwealth of Pennsylvania. Services are offered exclusively to business/enterprise and governmental/institutional 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, 15700 College Blvd, Suite 200 Lenexa, KS 66219.

This tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 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.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

WANRack, LLC

PA PUC CLEC Tariff No.1  
Original Modifications

---

RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TARIFF

---

LIST OF MODIFICATIONS

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

COMPETITIVE LOCAL EXCHANGE TARIFF

---

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

\* - indicates those pages included with this filing

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

COMPETITIVE LOCAL EXCHANGE TARIFF

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Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

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COMPETITIVE LOCAL EXCHANGE TARIFF

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EXPLANATION OF SYMBOLS

- (C) - Change
- (D) - Decrease in Rate
- (I) - Increase in Rate

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

---

COMPETITIVE LOCAL EXCHANGE TARIFF

---

CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

OTHER PARTICIPATING CARRIERS

NONE

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

---

COMPETITIVE LOCAL EXCHANGE TARIFF

---

APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of local exchange service within the specified service territory.

Most, if not all, services are provided to business customers pursuant to Individual Case Basis contracts as described below. To the extent that contracts are silent as to a term or rate or contracts have not been executed, then rates and term offered in this Tariff are applicable.

This Tariff contains the description of the Services offered, the terms and conditions under which each of the Services are provided, and all effective rates and charges applicable to the furnishing of Business Local Exchange Service.

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SECTION I - DEFINITIONS

Advance Payment - Part or all of a payment required before the start of Service.

Commission - The Pennsylvania Public Utility Commission

Company – WANRack, LLC, the issuer of this tariff.

Customer - The person, firm or corporation which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

DSL - Digital Subscriber Line.

End Office - The switching system office or serving wire center where loops are terminated for purposes of interconnection to each other and/or to trunks.

End User - A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

End User Premises Equipment - Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

FCC - Federal Communications Commission.

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Kbps - Kilobits per second, denotes thousands of bits per second.

Mbps - Megabits per second, denotes millions of bits per second.

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SECTION 1 - DEFINITIONS (CONT'D.)

**MSAG Content:** The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

**MSAG Formatting, Format:** Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

**Origination Point** - The point of demarcation between the Company's facilities and those of the End User.

**Premises** - The space occupied by a Customer or End User in a building or buildings or contiguous property.

**Recurring Charges** - The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

**Services** - The services, or combination thereof, offered by the Company and contained in this Tariff.

**Service Order** - The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Special Facilities** - Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

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SECTION 1 - DEFINITIONS (CONT'D.)

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a non facilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

Term Agreement - An agreement between the Company and a Customer for the delivery of Services for a stated minimum duration.

Termination Point - The demarcation point between Company's facilities and the Customer's facilities.

Transmission Speed - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

2.2 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

2.3 Application for Service

Customers desiring to obtain Service must submit Service Orders in the form and format specified by Company.

2.3.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

2.3.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon thirty (30) days' written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service. As specified in 2.10.2 below, a termination charge may apply to early cancellation of a Term Agreement.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.4 Assignment or Transfer

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

## 2.5 [Reserved for Future Use]

## 2.6 Deposits

2.6.1 The company will not require deposits.

## 2.7 Notices

Any notice Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, electronic mail or when deposited with the U.S. Postal Service or other express delivery service.

2.8 Payment and Rendering of Bills

2.8.1 The Company shall bill all charges incurred by and credits due to the Customer. The Customer may choose to receive bills in either paper or electronic format. Such bills are due within thirty (30) days after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.

2.8.2 The Company shall bill for all Services rendered within 90 days of when those Services are provided.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.8.3 All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. If Customer chooses to pay by mail, a late fee will not be assessed where the date of the postmark is on or before the due date. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (0.049315% per day) or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer makes the late payment funds immediately available to the Company.

In addition to Late Payment Charge, a collection fee of \$12.00 will be applied to the accounts of business subscribers with any unpaid balance when the previous month's bill has not been paid in full prior to the next billing date.

2.8.4 Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such taxes shall be separately stated on the Customer's invoice.

2.9 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 60 days of receipt of billing for those Services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with the Commission.

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply. If a Customer and the Company are unable to resolve billing disputes to their mutual satisfaction, Customer may file an informal complaint with the Bureau of Consumer Services at the PUC, 400 North St, Harrisburg, Pennsylvania 17120, Phone: 717-800-692-7380, in accordance with the Commission's rules of procedure. The Bureau of

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Consumer Services shall have primary jurisdiction over all complaints.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Discontinuance and Restoration of Service

2.10.1 Cancellation by the Company

- A. For Nonpayment: The Company may, upon ten (10) days written notice to the Customer, discontinue Service or cancel an application for Service without incurring any liability when there is an unpaid balance for Service that is overdue.
- B. For Returned Checks: A Customer whose check or draft is returned unpaid for any reason shall be subject to discontinuance of Service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or rules: A Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- E. For Other Causes: A Customer shall be subject to discontinuance of Service, without notice, in the event of suspected fraud or other unlawful use of the Service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
- F. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

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**COMPETITIVE LOCAL EXCHANGE TARIFF**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.10 Discontinuance and Restoration of Service (cont'd.)****2.10.2 Cancellation of Term Agreement**

Upon the cancellation of Service provided under a Term Agreement, an early termination charge may apply.

**2.10.3 Resumption of Service**

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

**2.11 Information to be Provided to the Public**

The Company will use reasonable efforts to advise Customers who may be affected of new, revised or optional rates applicable to their Service.

**2.12 Credit Allowance for Interruptions**

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative.

**2.12.2 Credit allowances do not apply to interruptions:**

- A. caused by the Customer, any End User or any third party;
- B. due to failure of power or equipment provided by the Customer or others;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12.2 Credit allowances do not apply to interruptions (cont'd.):

- C. during any period in which the Company is not given access to the Premises;
- D. due to scheduled maintenance and repair; or
- E. due to Acts of God or other events listed in section 2.18.3 below.

2.12.3 Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
- Less than 4 hours	None
- 4 hours up to but not including 8 hours	1/3 of day
- 8 hours up to but not including 12 hours	1/2 of day
- 12 hours up to but not including 16 hours	2/3 of day
- 16 hours up to 24 hours	One day

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

2.12.4 Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed for any period of twenty-four hours.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Service Connections

- 2.13.1 All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 2.13.2 Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- 2.13.3 The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- 2.13.4 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer or the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.13.5 Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Service Connections (Cont'd.)

- 2.13.6 Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
  
- 2.13.7 The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
  - A. The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
  
  - B. The reception of signals by Customer provided equipment.
  
- 2.13.8 The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Service Connections (Cont'd.)

2.13.9 In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company-provided equipment.

2.13.10 Customer agrees to allow Company to remove all Company-provided equipment from Customer or End User's premises:

- A. upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
- B. for repair, replacement or otherwise as Company may determine is necessary or desirable.

2.13.11 At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Service Connections (Cont'd.)

2.13.12 The Customer or End User is responsible for ensuring that Customer- or End User-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.13.13 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.14 Limitation of Service Equipment or Facilities

2.14.1 Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.

2.14.2 The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.

2.14.3 The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

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2.14 Limitation of Service Equipment or Facilities (Cont'd.)

2.14.4 The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

2.14.5 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.

2.15 Prohibited Uses

2.15.1 The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.

2.15.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and the FCC's and the Commission's regulations, policies, orders, and decisions.

2.15.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.

2.15.4 The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.15 Prohibited Uses (Cont'd)**

2.15.5 The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

2.15.6 A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

**2.16 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.17 Obligations of the Customer**

2.17.1 The Customer (or the End User, as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.17 Obligations of the Customer (cont'd.)

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of- way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- G. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.

## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

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2.17 Obligations of the Customer (cont'd.)

1. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

2.18 Liability of the Company

- 2.18.1 The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.
- 2.18.2 The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.18.3 The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.18 Liability of the Company (Cont'd.)

- 2.18.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- 2.18.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.18.6 Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.
- 2.18.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.18.8 The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.18.9 The Company shall not be liable for any damages resulting from delays in meeting any Service dates.
- 2.18.10 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.18 Liability of the Company (Cont'd.)

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

2.19 Indemnification

The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

2.20 Maintenance and Testing

2.10.1 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 tests, adjustments, or inspections.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.20 Maintenance and Testing (cont'd.)

2.20.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

2.21 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

2.21.1 When mixed interstate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows:

- A. If the Customer's estimate of the intrastate traffic on the Service equals 10% or more of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this tariff.
- B. If the Customer's estimate of the intrastate traffic on the Service is less than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the Company's interstate tariff.
- C. If the jurisdiction of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 9-1-1 Service

2.22.1 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended, the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. The Act currently authorizes a 911 surcharge of \$1.65 per month on each subscriber or consumer for each 911 communications service.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.22.2 Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 *MSAG Order*.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 9-1-1 Service (cont'd.)

- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.
- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.22 9-1-1 Service (cont'd.)

- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.
  
- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

2.23 Toll Presubscription

2.23.1 Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.23 Toll Presubscription (cont'd.)

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

2.23.2 At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in C.1 following.

## 2.23.3 Presubscription Charge Application

## A. End user choices for toll presubscription:

1. Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
2. Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

B. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

C. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.23 Toll Presubscription (cont'd.)

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

- D. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

2.23.4 End User Charge Discrepancy

- A. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:

- 1. A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
- 2. When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
- 3. If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

- B. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

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**COMPETITIVE LOCAL EXCHANGE TARIFF**

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**2.24 Pennsylvania Telecommunications Relay Service****2.24.1 General**

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

**2.24.2 Surcharge**

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on July 1, 2009.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.24 Pennsylvania Telecommunications Relay Service (cont'd.)

Per residence access line, per month \$0.08  
Per business access line, per month \$0.08

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

Number of Centrex Lines	Equivalent Lines
1	1
2	2
3	3
4 to 6	4
7 to 10	5
11 to 15	6
16 to 21	7
22 to 28	8
29 to 36	9
37 to 45	10
46 to 54	11
55 to 64	12
65 to 75	13
76 to 86	14
87 to 98	15
99 to 111	16
112 to 125	17
126 to 139	18
140 to 155	19
156 to 171	20
172 to 189	21
190 to 207	22
208 to 225	23
226 to 243	24
244 to 262	25
263 to 281	26
282 to 300	27
Each additional 18 Centrex lines	1

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.24 Pennsylvania Telecommunications Relay Service (cont'd.)

## 2.24.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

## 2.25 Caller ID Blocking

2.25.1 A calling party may block the passage of his/her telephone number, associated main listed name and voiceback of calling identification information to users or subscribers to Optional Central Office Services which utilize Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call (\*69) Service. Customers have two blocking options as follows:

- A. Per-Call Blocking - To activate per-call blocking, a customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per-call blocking, and it is provided on an unlimited basis. Per-call blocking is available to all customers in the Company's serving territory, or
- B. Per-Line Blocking - Per-Line Blocking must be added to a customer's line by contacting the Telephone Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to Per-Line Blocking unless the blocking feature is deactivated. If a customer subscribes to Per-Line Blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only. As facilities permit, a Per-Line Blocking customer will be provided with a separate code to deactivate blocking, which is different from the per call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate Per-Line Blocking will be the same. Per-Line Blocking is available to all customers in the Company's serving territory. Per-Line Blocking is provided without charge, except as discussed below.

Per-Line Blocking will be available to all customers, free of charge, in the Company's serving area and can only be added or removed from a customer's line by placing a service order with the Company. Initial requests for Per-Line Blocking will be provided at no charge. Subsequent requests for Per-Line Blocking for the same customer and telephone number at the same address may be charged the applicable non-recurring charge(s). This non-recurring charge will be waived for customers of the Company who are victims of domestic violence, the staffs of domestic violence programs and agencies, and emergency services personnel, while performing their jobs.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D.)

## 2.25 Pennsylvania Telecommunications Relay Service (cont'd.)

2.25.2 Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID subscribers who have activated the Anonymous Call Rejection feature (ACR) of Caller ID services. If a customer using blocking calls a Caller ID subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call on the Company's network using a Company's telephone calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call. However, the live operator surcharge will be waived for the Company's customers who are victims of domestic violence, the staffs of domestic violence program agencies and emergency service personnel, while in the performance of their jobs. If the operator surcharge cannot be waived when the call is being placed, the Company will, upon notification, credit the live operator surcharge to the aforementioned party's telephone bill. Furthermore, should alternative methods become available in the future which permit the aforementioned to access the ACR party without revealing the caller's telephone number, the Company will waive any additional charges associated with such alternative methods. Blocked calls routed to the Anonymous Call Rejection (ACR) announcement will not be rated as completed calls.

Caller ID blocking will not prevent the delivery of telephone numbers to 911 emergency service providers. Caller ID blocking currently will not work for callers who place calls to 8xx, 900, and/or other information and message services carrying a specific charge billed to a caller by a local telephone company.

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COMPETITIVE LOCAL EXCHANGE TARIFF

SECTION 3 – SERVICE AREAS

3.1 Local Exchange Service

The Company will provide Local Exchange service in the following exchanges where facilities and equipment are available. The local calling areas indicated below include unlimited local calling from the associated exchange.

3.2 Local Calling Areas

**Service Area of Incumbent Local Exchange Carrier: Verizon Pennsylvania, LLC**

Originating Exchange	Local Calling Area
<b>Carbondale</b>	Carbondale, Chapman Lake (Verizon North), Clifford (The North-Eastern Pa. Tel. Co.), Forest City (The North-Eastern Pa. Tel. Co.), Jermyn, Olyphant, Scranton, Waymart (The South Canaan Tel. Co.)
<b>Hamlin</b>	Hamlin, Lake Ariel, Moscow, Newfoundland, Olyphant, Scranton, Wallenpaupack
<b>Jermyn</b>	Carbondale, Chapman Lake (Verizon North), Jermyn, Olyphant, Scranton
<b>Moosic</b>	Moosic, Pittston, Scranton, Taylor, Wyoming
<b>Moscow</b>	Hamlin, Moscow, Newfoundland, Scranton, Wallenpaupack
<b>Newfoundland</b>	Cresco, Hamlin, Hawley, Lake Ariel, Lords Valley, Moscow, Mount Pocono, Newfoundland, Wallenpaupack
<b>Olyphant</b>	Carbondale, Chapman Lake (Verizon North), Hamlin, Jermyn, Lake Ariel, Olyphant, Scranton, Taylor
<b>Pittston</b>	Harding (Commonwealth Tel.), Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming

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<b>Scranton</b>	Clarks Summit (Commonwealth Tel.), Dalton (Commonwealth Tel.), Factoryville (Commonwealth Tel.), Hamlin, Jermyn, Lake Ariel, Lake Winola (Commonwealth Tel.), Moosic, Moscow, Olyphant, Pittston, Scranton, Taylor, Wyoming
<b>Taylor</b>	Moosic, Olyphant, Pittston, Scranton, Taylor, Wyoming
<b>Wallenpaupack</b>	Hamlin, Hawley, Honesdale, Lake Ariel, Lords Valley, Moscow, Newfoundland, Wallenpaupack
<b>Wyoming</b>	Kingston, Moosic, Pittston, Scranton, Taylor, Wilkes-Barre, Wyoming

**Service Area of Incumbent Local Exchange Carrier: Verizon North, LLC**

<b>Originating Exchange</b>	<b>Local Calling Area</b>
<b>Chapman Lake</b>	Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton

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SECTION 4 - RATES AND CHARGES

4.1 Local Exchange Services

4.1.1 Description of Services

The Company provides local exchange service (which is generally referred to as “business service”) to business/enterprise and governmental/institutional customers over the Company’s own facilities and/or resold facilities of other carriers.

Depending on distance from the Company’s facilities, service may not be available to all customers. Special construction charges may apply in each case. Company’s services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times, in excess of certain thresholds, or for certain billing, monitoring or other services. Services may be provisioned by the company on an individual case basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

4.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Service in this Tariff. Individual Case Base (ICB) rates will be offered to the Customer in writing. All ICB contracts will be filed with the Pennsylvania PUC upon request.

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SECTION 3 - RATES AND CHARGES (CONT'D.)

4.3 Basic Local Service Rates

4.3.1 Monthly Recurring Charges

Business Service	\$27.95 monthly
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4.3.2 Non-Recurring Charges

Business

Service Ordering Charge	\$25.50
Central Office Connection Charge	\$13.00
Line Connection Charge	\$24.35
Transfer Fee	\$35.00
Conversion Fee	\$60.00
Feature Change	\$10.00
Delinquency Fee	\$ 5.00
Restoration Fee	\$25.00
Directory Assistance Call Completion	\$ 1.99
Local Directory Assistance Move Service	\$ 1.99
Number Change	\$10.00
Service restoration	\$25.00
Trouble Location Charge	\$30.00
Primary Interexchange	\$15.00
Carrier Change Charge	

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Rob Oyler, President  
15700 College Blvd., Suite 200  
Lenexa, KS 66219

# **EXHIBIT D**

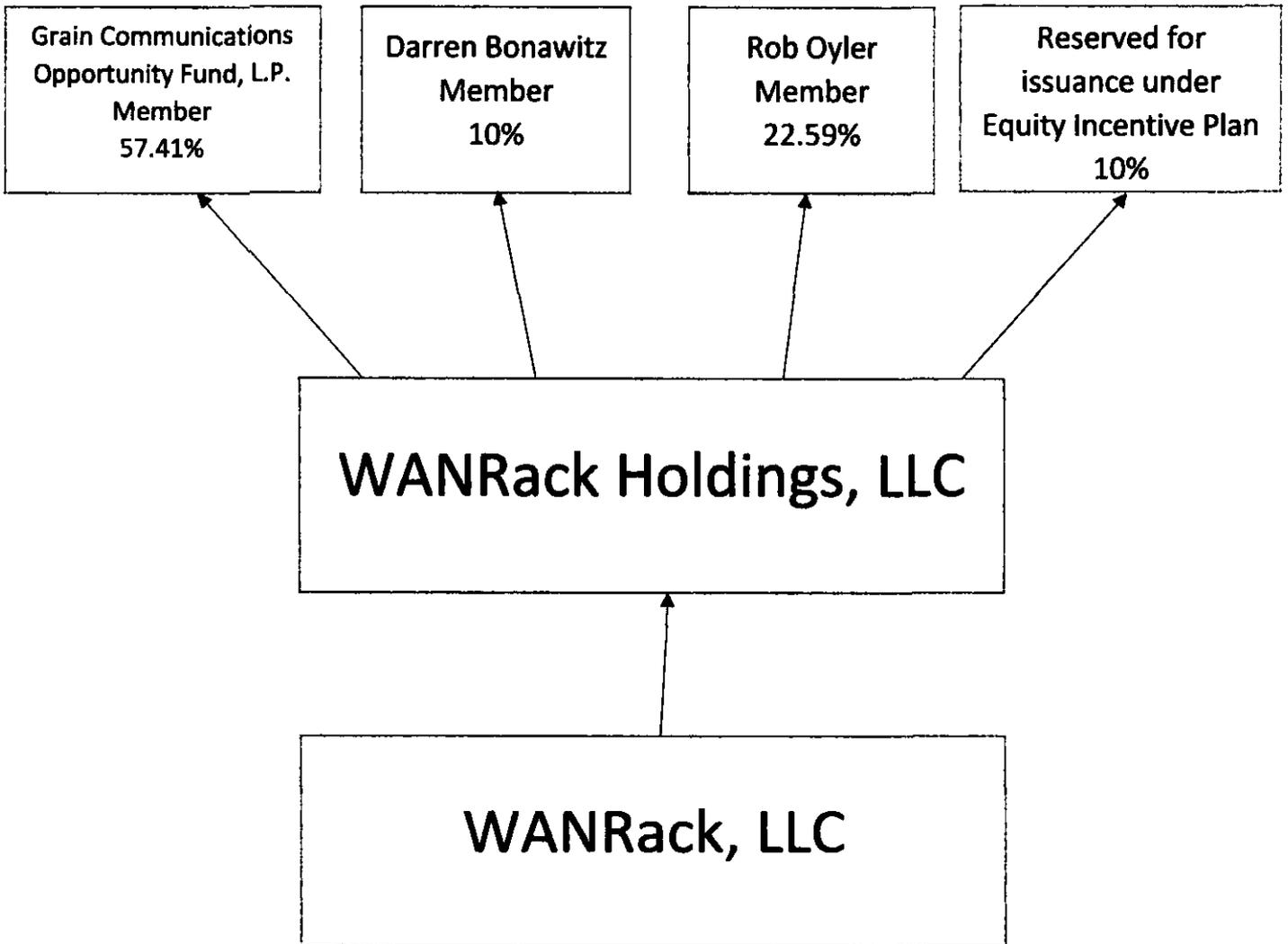
## **ORGANIZATIONAL CHART**

**RECEIVED**

MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# OWNERSHIP CHART



**EXHIBIT F**

**SCHEDULE OF INSURANCE POLICIES**

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## Schedule of Policies

Coverage	Effective Dates	Limits	Deductible / Retention
Property & General Liability	5/1/2018-2019	\$30K BPP; \$500K for each Above/Underground Fiber \$1mm/\$2mm	\$1,000; \$50,000 - N/A
Hired & Non-Owned Auto Liability	5/1/2018-2019	\$1mm Combined Single Limits	N/A
Errors & Omissions & Cyber Liability	6/1/2018-2019	\$3,000,000	\$25,000
Umbrella	5/1/2018-2019	\$10mm/\$10mm	N/A
Management Liability	6/1/2018-2019	\$1,000,000	\$5,000

**CERTIFICATE OF SERVICE**

I certify that a copy of this document was served on all parties in this proceeding on March 11, 2019, in the following manner: first class mail.

**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

**Verizon Pennsylvania, LLC**  
Philip J Wood Jr  
417 Walnut Street 1<sup>st</sup> Floor  
Harrisburg, PA 17101

**Verizon North, LLC**  
Philip J Wood Jr  
417 Walnut Street 1<sup>st</sup> Floor  
Harrisburg, PA 17101



\_\_\_\_\_  
Mark Foster

**RECEIVED**

MAR 12 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialogue box that appears. Note: If your browser does not support this function, select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

### 3. GETTING YOUR SHIPMENT TO UPS

#### Customers with a scheduled Pickup

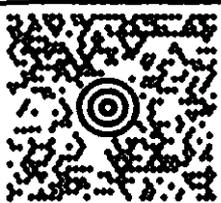
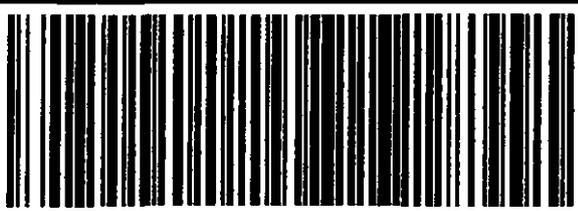
- o Your driver will pickup your shipment(s) as usual.

#### Customers without a scheduled Pickup

- o Schedule a Pickup on [ups.com](http://ups.com) to have a UPS driver pickup all of your packages.
- o Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. To find the location nearest you, please visit the 'Locations' Quick link at [ups.com](http://ups.com).

UPS Access Point™	UPS Access Point™	UPS Access Point™
THE UPS STORE	THE UPS STORE	THE UPS STORE #2258
1108 LAVACA ST	815 BRAZOSS ST	512 W MARTIN LUTHER KING JR
		BLVD
AUSTIN TX	AUSTIN TX	AUSTIN TX

FOLD HERE

MARK FOSTER 5127088700 MARK FOSTER 904 WEST AVENUE, SUITE 107, NO AUSTIN TX 78701	<b>5.0 LBS LTR</b>	<b>1 OF 1</b>	
<b>SHIP TO:</b> PENNSYLVANIA PUC SECOND FLOOR - ROOM N201 400 NORTH STREET <b>HARRISBURG PA 17120</b>			
	<b>PA 171 9-20</b> 		
<b>UPS NEXT DAY AIR</b> TRACKING #: 1Z 9V9 92W 01 9002 0950		<b>1</b>	
			
BILLING: P/P			
<small>XL 19.01.26</small>		<small>NV45 09.0A 01/2019</small>	
