

## Application of:

PennWisp Inc. 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.

PennWisp LLC  
2531 Route 660  
PO Box 641  
Mansfield, PA 16933  
Phone: 570 891-0549  
Fax: 570 891-0549

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

Not applicable.

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

Kristopher E. Twomey  
Law Office of Kristopher E. Twomey, P.C.  
1725 I Street, NW, Suite 300  
Washington, DC 20006  
Phone: 202 681-1850  
Fax: 202 517-9175  
Email: kris@lokt.net

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.

Kristopher E. Twomey  
Law Office of Kristopher E. Twomey, P.C.  
1725 I Street, NW, Suite 300  
Washington, DC 20006  
Phone: 202 681-1850  
Fax: 202 517-9175  
Email: kris@lokt.net

**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).

Jeffrey L. Evans  
PennWisp LLC  
2531 Route 660  
PO Box 641  
Mansfield, PA 16933  
Phone: 570 891-0549  
Fax: 570 673-2020  
jevans@pennwisp.com

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

Jeffrey L. Evans  
PennWisp LLC  
2531 Route 660  
PO Box 641  
Mansfield, PA 16933  
Phone: 570 891-0549  
Fax: 570 673-2020  
jevans@pennwisp.com

4. **FICTITIOUS NAME:** Northern Broadband

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.

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Sole proprietor                                |
| <input type="checkbox"/>            | Domestic general partnership                   |
| <input type="checkbox"/>            | Domestic corporation                           |
| <input type="checkbox"/>            | Domestic limited partnership                   |
| <input checked="" type="checkbox"/> | Domestic limited liability company             |
| <input type="checkbox"/>            | Domestic limited liability partnership         |
| <input type="checkbox"/>            | *Foreign corporation                           |
| <input type="checkbox"/>            | *Foreign general or limited partnership        |
| <input type="checkbox"/>            | *Foreign limited liability company             |
| <input type="checkbox"/>            | *Foreign limited liability general partnership |
| <input type="checkbox"/>            | *Foreign limited liability limited partnership |

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA. Same as main business office.

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.

Not applicable

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.

The Applicant was organized in the State of Pennsylvania. See attached corporate organization documents as Exhibit 1. Members and ownership percentage are as follows:

Jeffrey L Evans	30%	Managing Member
Kathleen A Evans	50%	Member
Daryl S Long	10%	Member
John S. Brown	10%	Member

**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:**

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

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

The applicant is not presently doing business in Pennsylvania as a public utility. PennWisp LLC currently provides only unregulated services. PennWisp provides fixed wireless internet service to both commercial and residential customers in Bradford County Pennsylvania.

**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.
- 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.

Applicant proposes to provide a range of dark fiber and lit fiber services to business enterprises and telecommunications carriers in Northcentral Pennsylvania, including Intrastate Dedicated Transport Service and Interoffice Local Transport Service.

The services will be offered via both through wireless optical facilities as well as fiber-optic facilities. PennWisp's customers will include wireless internet service providers (WISPs), public safety network operators, CLECs, and cellular carriers. PennWisp's services will compete with tariffed dedicated transport services offered by incumbent local exchange carriers and similar offerings from cable companies.

Initially, PennWisp will offer its intrastate wholesale transport services, both optical and fiber-based, primarily to provide additional capacity supporting the operations of WISPs. PennWisp will provide the services to its own WISP operations as well. The effect of PennWisp's services will be to improve wireless network coverage and capacity for WISPs thereby increasing broadband and voice communications competition in Pennsylvania. PennWisp will provide its services via both its own hub and fiber optic facilities, as well as by leasing facilities from other suppliers as well. PennWisp will also offer fiber-optic based intrastate dedicated transport services to municipalities such as the city of York.

In addition to providing wholesale optical transport services to WISPs, PennWisp intends to provide similar services to other telecommunications carriers on a wholesale basis and on a retail basis to commercial and municipal customers. The Transport Services will utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit radio frequency ("RF") coverage. RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or

Company-provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals. The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company as well as other entities. Service is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

- 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.

PennWisp will offer services primarily in northcentral Pennsylvania, specifically in and around underserved areas of Bradford County.

- 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 proposes to market and sell the identified services to commercial enterprises, government entities, municipal customers and carriers.

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

See Exhibits 2, CAP Tariff.

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

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

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

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate

where the Applicant's accounting records and supporting documentation are, or will be, maintained.

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

Please see attached as Exhibit 3.

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

Not applicable.

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

**Office of Consumer Advocate**

555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

**Office of Small Business Advocate**

Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

**Office of Attorney General**

Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

See Exhibit 4.

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

Applicant claims no special status pursuant to the Federal Telecommunications Act of 1996.

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

Neither 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.

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

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

Applicant:

Northern Tier Broadband LLC

By: 

Jeffrey L. Evans

Title:

Managing Member, CEO

**AFFIDAVIT**

Commonwealth of Pennsylvania :

County of Bradford :

Jeff Evans, Affiant, being duly sworn/affirmed according to law, deposes and says that:

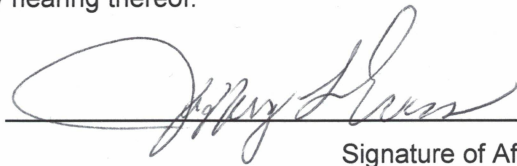
Affiant is the President of Northern Tier Broadband, LLC;

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

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

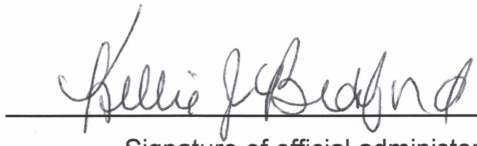
That Northern Tier Broadband, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

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

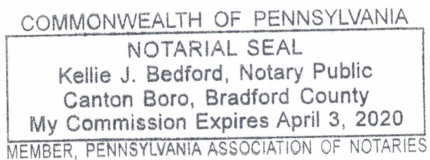


Signature of Affiant

Sworn and subscribed before me this 23<sup>rd</sup> day of April 2019.



Signature of official administering oath



My Commission expires April 3, 2020


**23. § 1.36 Verification.**

**Verification**

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*I, Jeffrey L. Evans, 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).*


April 23, 2019

  
Signature

Name Jeffrey L. Evans  
Title Managing Member, CEO

Exhibit 1  
Articles of Organization and Corporate Documents

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

<input type="checkbox"/> Return document by mail to: PennWisp, LLC c/o Jeffrey L. Evans <hr/> Name PO Box 641 <hr/> Address Mansfield PA 16933 <hr/> City State Zip Code <input checked="" type="checkbox"/> Return document by email to: <u>jevans@pennwisp.com</u>	Certificate of Amendment - Domestic Limited Partnership/Limited Liability Company DSCB-15-8622/8822 (REV. 3/2017)  TML171012JD0834
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Read all instructions prior to completing. This form may be submitted online at <http://www.recorporations.pa.gov>.

Fee: \$70

Check one:  Limited Partnership (§ 8622)       Limited Liability Company (§ 8822)

In compliance with the requirements of the applicable provisions (relating to Amendment or Restatement of Certificate), the undersigned, desiring to amend or restate its Certificate of Limited Partnership/Certificate of Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is: PennWisp, LLC

2. The date of filing of the original Certificate of Limited Partnership/Certificate of Organization is:

01/12/2015  
 Date (MM/DD/YYYY)

3. The current registered office address as on file with the Department of State. *Complete part (a) OR (b) – not both:*

(a) 2531 Route 660      Mansfield      PA      16933      Tioga  
Number and street      City      State      Zip      County

(b) c/o: \_\_\_\_\_  
Name of Commercial Registered Office Provider      County

4. Check, and if appropriate complete, one of the following:

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

5. Effective date of amendment (*check, and if appropriate complete, one of the following*):

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.  
 The amendment shall be effective on: 10/09/2017 at \_\_\_\_\_.  
Date (MM/DD/YYYY)      Hour (if any)

**PA DEPT. OF STATE**  
**OCT 12 2017**

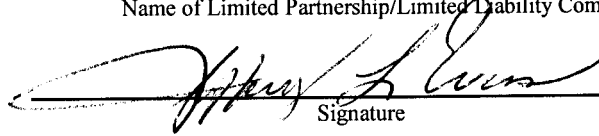
6. Check if the amendment restates the Certificate of Limited Partnership/Certificate of Organization:

- The restated Certificate of Limited Partnership/Certificate of Organization supersedes the original Certificate of Limited Partnership/Certificate of Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed by a duly authorized person thereof this 9th day of October, 2017.

PennWisp, LLC

Name of Limited Partnership/Limited Liability Company



Signature

Managing member

Title

OPERATING AGREEMENT  
OF  
PENN WISP, LLC  
(A Pennsylvania Limited Liability Company)

This Operating Agreement ("Agreement") of PENN WISP, LLC, hereinafter referred to as "Company", dated as of January 12, 2015, has been adopted by and among JEFFREY L. EVANS of Mansfield, PA, KATHLEEN A. EVANS of Mansfield, PA, and DARYL LONG of Troy, PA, being all of the members of Company, hereinafter collectively referred to as "Members".

RECITALS

WHEREAS, the Company has been organized as a Pennsylvania Limited Liability Company by the filing of a Certificate of Organization with the Department of State of the Commonwealth of Pennsylvania under and pursuant to the Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S.A. §8901, et seq., and any successor statute, as amended from time to time, hereinafter referred to as "Act"; and

WHEREAS, the Members wish to set forth in writing the internal governance and operation procedures of the Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Members agree as follows:

Section I.  
General Definitions

The following capitalized terms shall have the meanings specified in this Section. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Act" means the Pennsylvania Limited Liability Company Law of 1994, as amended from time to time.

"Agreement" means this Operating Agreement, as amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means "PENN WISP, LLC", the limited liability company organized in accordance with this Agreement.

"Interest" means an Interest Holder's share of the Profits and Losses of, and the right to receive distributions and a return of capital contributions from, the Company. An Interest is an economic right which does not imply the right of management.

"Interest Holder" means any Person who holds an Interest, whether as a Member or as a person who receives only an Interest from a Member without becoming a Member.

"Law" means the Pennsylvania Limited Liability Company Law of 1994, 15 Pennsylvania Consolidated Statutes. Chapter 89, as amended from time to time.

"Manager" means the person designated as such in Section V.

"Member" means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company. A Member has the entire bundle of rights, including among other things, voting and management rights, and also holds an Interest unless the Interest has been transferred and the other Membership Rights retained.

"Membership Rights" means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Certificate of Organization provide to the contrary, right to act as an agent of the Company.

"Percentage" means as to a Member, the Interest Percentage and the Voting Percentage set forth after the Member's name on Exhibit A, as amended from time to time, and as to an Interest Holder who is not a Member, the Interest Percentage set forth after the Interest Holder's name on Exhibit A, as amended from time to time.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer; and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

Section II.

Organization, Name, Purpose, Term, Office, Members, Taxation

2.1 Organization. The Members have organized the Company as a limited liability company pursuant to the Act by causing a Certificate of Organization to be prepared, executed and filed with the Pennsylvania Department of State, and agree that the rights, duties, and liabilities of the Members shall be as provided in the Act, except as otherwise provided in this Agreement.

2.2 Name of Company. The name of the Company shall be "PENN WISP, LLC." The Company may do business under that name and under any other name or names upon which the Members agree. If the Company does business under a name other than set forth in its Certificate of Organization, then the Company shall file a fictitious name registration as required by law.

2.3 Purpose. The purpose of the Company shall be to:

- A. to be an internet service provider, where wholesale bandwidth will be purchased and transported via various methods and retransmitted over the airwaves to customers. Residential as well as business accounts will be serviced for a monthly fee.
- B. engage in and to carry on any activity allowed by the provisions of the Pennsylvania Limited Liability Company Act as presently enacted and as subsequently amended or superseded;
- C. do everything necessary, proper, advisable or convenient for the accomplishment of the purposes or the attainment of any of the objectives or the furtherance of any of the powers set forth, incidental to, pertaining to, or growing out of its business; and at all times to comply with the provisions of the Pennsylvania Limited Liability Company Act as presently enacted and as subsequently amended or superseded; and
- D. have all of the powers permitted by 15 Pa. C.S.A. §8901 et seq., as amended from time to time.

2.4 Term. The term of the Company commenced on the date the Certificate of Organization was filed in the office of the Department of State of the Commonwealth of Pennsylvania and shall continue in perpetuity, unless its existence is sooner terminated pursuant to this Agreement.

2.5 Principal Office. The registered office and principal place of business of the Company in the Commonwealth of Pennsylvania shall be 2531 Route 660, Mansfield, PA, 16933, or at such other location as may be determined, from time to time, by the Members. The Company may also have such other offices at such other locations as, from time to time, may be determined by the Members.

2.6 Members. The name, present mailing address, and taxpayer identification number, and Percentage of each Member shall be detailed on Exhibit A attached hereto.

2.7 Taxation. For federal and state income tax purposes, the Company shall be taxed as a Partnership and shall not elect to be taxed as a Corporation. The Manager shall serve as the Tax Matters Partner.

Section III.  
Capital, Capital Accounts, Loans

3.1 Initial Contributions. The initial Capital Contribution that each Member has made or is deemed to have made to the Company is set forth opposite the Member's name on Exhibit A.

3.2 No Other Capital Contributions. No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligations of the Company.

3.3 Loans. Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Manager and the Member agree.

Section IV.  
Profit, Loss and Distributions

4.1 Allocations of Profit or Loss. Profit or Loss shall be allocated to the Interest Holders in accordance with their Percentages unless otherwise required by the Code.

4.2 Distributions. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the Members.

Section V.  
Management and Duties

5.1. Managers.

5.1.1. Manager. The Company shall be managed by a Manager or Manager(s) who need not be Members. Jeffrey L. Evans is hereby designated to serve as the initial Manager.

5.1.2. General Powers. The Manager(s) shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this

Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company. If more than one Manager is elected, the affirmative vote of a majority of the Managers shall be required to approve the matter.

5.1.3. Resignation of Manager. Any Manager may resign upon ninety (90) days written notice to the Members, after which notice, the Members may elect a new Manager, however, it is not mandatory that a new Manager be elected provided there is at least one Manager that is presently acting.

5.1.4. Removal of Manager. The Members, at any time and from time to time and for any reason, may remove any Manager then acting and elect a new Manager, however, it is not mandatory that a new Manager be elected provided there is at least one Manager that is presently acting.

## 5.2. Meetings of and Voting by Members.

5.2.1. A meeting of the Members may be called at any time by the Manager or by those Members holding at least fifty-one percent (51%) of the Voting Percentages then held by Members. Meeting of Members shall be held at the Company's principal place of business or at any other place designated by the Person calling the meeting. Meetings may be held telephonically if designated by the Person calling the meeting. Not less than ten (10) nor more than ninety (90) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A member may vote either in person or by written proxy signed by the Member or by his duly authorized attorney-in-fact.

5.2.2. Except as otherwise provided in this Agreement, wherever this Agreement requires the approval of the Members, the affirmative vote of Members holding at least fifty-one percent (51%) of the Voting Percentages, as set forth on Exhibit A, shall be required to approve the matter.

5.2.3. Members may act by unanimous written consent without the necessity of a duly authorized meeting of the Members, and such written consent shall have the same force and effect as if such action were by vote at a duly authorized meeting of the Members.

5.2.4. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.2.5. This Section supersedes any authority granted to the Members pursuant to Section 8941 of the Law. Any Member who takes any action or binds the Company in violation of this Section shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

### 5.3 Personal Services.

5.3.1. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2. The Manager shall be entitled to reasonable compensation for services performed for the Company. In addition, upon substantiation of the amount and purpose thereof, the Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

### 5.4 Conflict of Interest.

5.4.1. This Agreement shall not be deemed to restrict the rights of any Member, or any affiliate of any Member, to conduct any other business or activity whatsoever. Any Member or affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. No Member or affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if the opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

### 5.5. Liability and Indemnification.

5.5.1. The Manager shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed by the Manager within the scope of the authority conferred on the Manager by this Agreement, except for fraud, gross negligence, or an intentional breach of this Agreement.

5.5.2. The Company shall indemnify the Manager for any act performed by the Manager within the scope of the authority conferred on the Manager by this Agreement, except for fraud, gross negligence, or an intentional breach of this Agreement.

### 5.6 Power of Attorney.

5.6.1. Grant of Power. Each Member construes and appoints the Manager as the Member's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Member's name, place and stead, to make, execute, sign, acknowledge, and file:

- (1) any and all other certificates or other instruments required to be filed by the Company under the laws of the Commonwealth of Pennsylvania or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the Commonwealth of Pennsylvania;
- (2) one or more fictitious or trade name certificates; and
- (3) all documents which may be required to dissolve and terminate the Company, subject to the conditions precedent having been satisfied, and to cancel its certificate of organization.

5.6.2. Irrevocability. The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of an Interest, except that if the transferee is approved for admission as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge, and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses that may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

## Section VI. Transfer or Dissociation of Members

6.1. Restrictions on Transfer. Except to the extent that Transfers are restricted by subsequent agreement or by law, Membership Rights and Interests shall be freely transferable and assignable, in whole or in part, and it shall not be necessary to obtain the approval of any of the Members in order to transfer or assign any or all of the rights comprising the Membership Right or Interest.

6.2. Event of Dissociation. Except as otherwise stated herein, a Member becoming a bankrupt or executing an assignment for the benefit of creditors or the death, retirement, mental incapacity, resignation, expulsion or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company shall not cause a dissolution of the Company unless all of the remaining Members elect to dissolve the Company.

Section VII.

Dissolution

7.1. Events of Dissolution. Except as otherwise stated in this Agreement, the Company shall be dissolved upon the happening of any of the following events:

7.1.1. Upon the unanimous written agreement of the Members; or

7.1.2. Upon the entry of an order of judicial dissolution of the Company under section 8972 of the Act.

7.2. Procedure for Winding Up and Distribution. If the Company is dissolved, the Manager shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Interest Holders who are creditors, in satisfaction of the liabilities of the Company and, then, to the Interest Holders in accordance with their Interest Percentage.

7.3. Filing of Certificate of Dissolution. If the Company is dissolved, the Manager shall promptly file a Certificate of Dissolution with the Department of State, at the time set forth in the Act. If there are no remaining Members, the Certificate shall be filed by the last person to be a Manager; if there are no remaining Managers, or a Person who last was a Manager, the Certificate shall be filed by the legal or personal representatives of the Person who last was a Manager.

Section VIII.

Accounts, Books and Records, Accounting, Property

8.1. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member at any and all reasonable times during normal business hours.

8.3. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Manager, subject to the requirements and limitations of the Code.

8.4. Reports. Within one hundred twenty (120) days after the end of each taxable year of the Company, the Manager shall cause to be sent to each Person who was a Member at any time during the taxable year then ended a complete accounting of the affairs of the Company for the taxable year then ended. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the Manager shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the requesting Member's expense, the Manager shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

8.5. Title to Company Property. All real and personal property acquired by the Company shall be acquired and held by the Company in its name.

#### Section IX. General Provisions

9.1. Assurances. Each Member shall execute all certificates and other documents and shall do all filing, recording, publishing, and other acts as the Members deem appropriate to comply with any laws, rules and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively "notice") required or permitted under this Agreement may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or facsimile transmission or by e-mail transmission, to that person's address (or facsimile number or e-mail address) appearing on the books of the Company. If the notice is sent by mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail for delivery to such person or, in the case of facsimile or e-mail, when dispatched and report showing dispatch is printed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notice; and, thereafter, notices are to be directed to those substitute addresses or addresses.

9.3. Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach, or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. This Agreement may not be amended without the written consent of all of the Members.

9.5. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania.

9.6. Section Titles. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. Binding Provisions. This Agreement is binding upon, and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may be in the context.

9.9. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

9.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

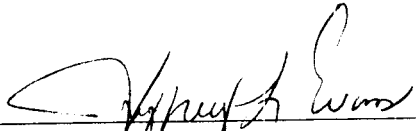
9.11. Estoppel Certificate. Each Member shall, within ten (10) days after written request by any Member, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the Certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof.

9.12. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the period of the applicable statute of limitations has run.

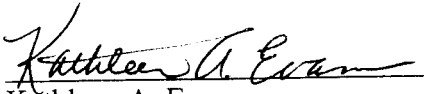
9.13. Representation. By executing this Operating Agreement, the Members acknowledge that this Agreement was prepared by Owlett & Lewis, P.C., on behalf of the Company and not on behalf of any one Member or group of Members. Each Member is advised of his right to have independent legal counsel of his own choosing to represent his interest regarding this Operating Agreement.

IN WITNESS WHEREOF, the undersigned have executed or caused this Agreement to be executed, under seal, as of the date adjacent each signature.

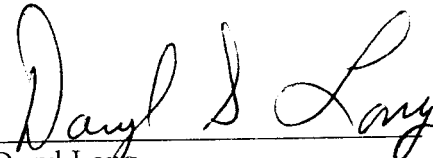
Members:

  
Jeffrey L. Evans

Dated: MARCH 2, 2015

  
Kathleen A. Evans

Dated: MARCH 2, 2015

  
Daryl Long

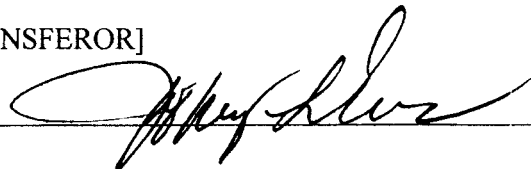
Dated: 02 MAR 15

ASSIGNMENT OF MEMBERSHIP INTEREST

For good and valuable consideration, the receipt and adequacy is hereby acknowledged, the undersigned transferor conveys, transfers, and assigns a portion of transferor's right, title, and interest in and to a portion of transferor's membership interests in PennWisp, LLC a Pennsylvania Limited Liability Company (the Company), consisting of Ten percent (10%) as a Member, and, thereby, any and all of the transferor's rights to participate in the management and affairs of the Company and to be and exercise any rights of a member in the Company, and the transferee accepts such conveyance, transfer, and assignment and agrees to be bound by and hold such membership interest subject to the terms and conditions of the Operating Agreement dated January 12, 2015 as to the affairs of the Company and the conduct of it's business.

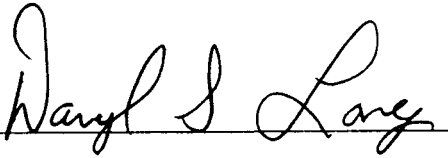
The assignment of Membership Interest is made and received on October \_\_\_\_\_, 2017

[TRANSFEROR]

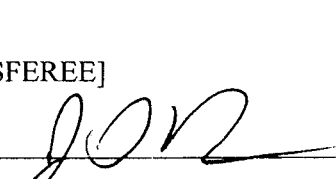
By: 

Name: Jeffrey L. Evans

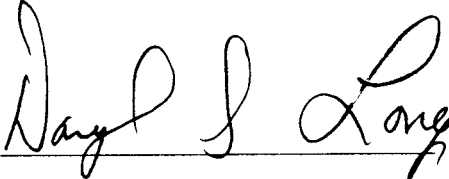
Title: Member

Witness: 

[TRANSFEEE]

By: 

Name: John Brown

Witness: 

**Exhibit A**

**Ammended  
October 2017**

<b>Member Name</b>	<b>Voting Percentage</b>	<b>Interest Percentage</b>
Jeffrey L. Evans	30%	30%
Kathleen A. Evans	50%	50%
Daryl S. Long	10%	10%
John Brown	10%	10%

Exhibit 2  
CAP Tariff

**PennWisp LLC dba Northern Broadband**  
**COMPETITIVE ACCESS PROVIDER**  
**Regulations and Schedule of Charges**

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 2531 Route 660, Mansfield, PA 16933.

The Company's tariff is in concurrence with all applicable state and federal laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), 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.

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### Tariff Format

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.A
  - 2.1.1.1.A.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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## List of Modifications

For Future Use

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### Check Sheet

Pages 1 through 30 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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28	Original		

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## 1 General

### 1.1 Explanation of Symbols

- (C) – To signify “Change”
- (D) – To signify “Decrease”
- (I) – To signify “Increase”

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Company’s intrastate telecommunications services that originate and terminate in the Commonwealth of Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company’s services are available to business customers.
- 1.2.3 The Company’s service territory is the Commonwealth of Pennsylvania.
- 1.2.4 The rates and regulations contained in this tariff apply only to the intrastate competitive access services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a local exchange carrier or other common carrier for use in accessing the services of the Company. A communication is “intrastate” only if all points of origination and termination are located within the Commonwealth of Pennsylvania. This tariff does not cover any unregulated service offered by the Company.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff will be maintained and made available for inspection at the Company’s principal business office at 2531 Route 660, Mansfield, PA 16933.

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### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to PennWisp LLC dba Northern Broadband.
- 1.3.2 "Commission" means the Pennsylvania Public Utility Commission.
- 1.3.3 "Circuit" means a communications path or paths between two or more points.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, and for compliance with the Company's rules and regulations.
- 1.3.5 "F.C.C." means the Federal Communications Commission.
- 1.3.6 "Individual Case Basis ("ICB")" means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 "MRC" means monthly-recurring charge.
- 1.3.8 "Network" means the Company's facilities, equipment, and telecommunications service(s) provided under this tariff.
- 1.3.9 "NRC" means non-recurring charge.
- 1.3.10 "Service" means any telecommunications service(s) provided by the Company under this tariff.
- 1.3.11 "Service Order" is a written request for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the tariff.

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- 1.3.12 “Service Term” is the term for each Service which begins on the date of the acceptance of the Service Order applicable to such Service, or on such other date as may be stated in the Service Order, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.

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## 2. Rules and Regulations

### 2.1 Undertaking of the Company

The Company undertakes to furnish Wavelength services to business customers within the Commonwealth of Pennsylvania. Subject to the approval by the Commission if required, the Company may offer other competitive access services in the future. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Service Order, Customers may connect services and facilities provided by the Company under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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 and consistent with the authority granted by the Commission.

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

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## 2.2 Obligations of the Customer

### 2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges specified in Service Orders executed by the Customer and for charges due pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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- 2.2.1.5 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 the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
  - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable 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 is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

### 2.3 Liability of the Company

- 2.3.1 Because certain errors incident to the services and to the use of Company facilities are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

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### 2.3.2 Service Irregularities

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

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

### 2.3.3 Claims of Misuse of Service

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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#### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

#### 2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

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### 2.3.6 Service at Outdoor Locations

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

### 2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

### 2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable service was unavailable and such unavailability was not due to Force majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its service locations.

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Issued:

Effective:

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Mansfield, PA 16933

2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.

2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If the Company's failure of performance by reason of Force Majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

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## 2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

### 2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the network without payment or with the intent to avoid payment for the service;

2.4.1.4.B Using or attempting to use the network in a manner to violate the law.

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## 2.5 Application for Service

### 2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

### 2.5.2 Cancellation of Service

2.5.2.1 Customer may not cancel a Service Order unless the Company fails to install the service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.

2.5.2.1 If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.5.2.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.

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## 2.6 Payment for Service

- 2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.15 of this tariff or individually negotiated agreement.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. The Company will invoice Customer for any NRC associated with the Service upon or after execution of the applicable Service Order. The MRC associated with the Service will be billed and shall be payable in advance, except Customer usage-based charges (if any) associated with the Service which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bills.

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## 2.7 Customer Deposits

- 2.7.1 The Company may require an applicant or a Customer to make a cash deposit to be held by the Company as a guarantee of the payment of charges for service. Deposits are requested when evaluation of credit information supplied by the Customer establishes that the Customer is a credit risk or in the case of unknown credit risk. Risk is evidenced by such occurrences as the Customer's service being interrupted for nonpayment, by tendering to the Company negotiable instruments that become dishonored, by establishing a record of delinquency in the payment for services rendered, either currently or previously, by applying for service with no demonstrable source of income, or by applying for service, having not discharged by agreement or payment any prior indebtedness for service. In the case of new business customers, the decision to require a deposit is based on the applicant's prior payment record for service. Established customers are required to post a deposit as a condition of continuing service, or reestablishing service which has been interrupted for nonpayment, where the Customer's payment or usage record indicate a substantial risk of revenue loss.
- 2.7.2 The amount of deposit generally shall not exceed the amount of charges for service which it is estimated will accrue for a period of three months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not adequate, the Company may require an increase of the deposit.
- 2.7.3 Deposits will be credited to Customer's account if a reliable payment pattern of timely payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of twelve months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. If (and only if) required by Commission rules the return of the deposit will include simple interest for the period during which the deposit is held by the Company.

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2.7.4 Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a complete description of the Customer's rights and the Customer's right to contact the Commission in the event of a disagreement.

2.7.5 The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

## 2.8 Late Payment Charges

2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) days of Customer's receipt of the bill pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

## 2.9 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after the service was rendered.

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2.10 Overcharge/Undercharge

2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

2531 Route 660  
Mansfield, PA 16933  
info@pennwisp.com  
570 673-2020

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

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2.11.3 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120  
(800) 692-7380

2.11.4 The Company provides the following toll-free number, XXX XXX-XXXX for customers to contact the Company.

## 2.12 Taxes and Fees

2.12.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.12.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

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### 2.13 Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

The Dishonored Check Charge is \$50 per instrument, per return. This charge is in addition to late payment charges.

### 2.14 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or non- recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

### 2.15 Termination or Denial of Service:

2.15.1 The Company may decline to provide Service, or may terminate an existing Service, in the following cases:

2.15.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due, or is late in payment for more than three months in any twelve month period.

2.15.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.15.1.3 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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2.15.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

2.15.1.5 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.

2.15.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.

2.15.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.

2.15.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.

2.15.1.10 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.15.1.11 If service is disconnected or suspended by the Company and later re-installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

## 2.16 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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## 2.17 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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### 3. Rates and Charges

#### 3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

#### 3.2 Calculation of Rates

- 3.2.1 To the extent that mileage is a rate element associated with a particular service, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 3.2.2 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

#### 3.3 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial service may be filed with the Commission in lieu of tariff language.

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#### 4. Description of Services

##### 4.1 Wavelength Service

###### 4.1.1 Service Description

###### 4.1.1.1 General

Wavelength Service uses Wave Division Multiplexing (WDM) technology and involves unique optical signals that are multiplexed and transmitted over a single fiber. At the receiver end, the composite signal is demultiplexed and the individual unique signals are recovered. Wavelength Service can be delivered as protected or unprotected based on the end user requirements. Wavelength Service includes, without limitation, the following service types:

**Point-to-Point:**

Wavelength Service is delivered between two endpoints over Company's WDM network using a variety of protocols (Ethernet, Fiber Channel, or hybrid Fiber/Wireless), in bandwidths ranging from 1Gbps to 100Gbps.

**Managed Private Optical Network (MPON)**

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

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#### 4.1.1.2 Terms and Conditions

- 4.1.1.2.A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
- 4.1.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.1.1.2.C The installation of Wavelength Service is based on a negotiated interval.
- 4.1.1.2.D Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.1.1.2.F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.
- 4.1.1.2.G A change in location or capacity will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

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4.1.1.3 Rates and Charges

4.1.1.3.1 Non-Recurring Charges (“NRC”)

Description of Services	1YrTerm	3YrTerm	5YrTerm
Per Point Node EPL Install	\$500	\$0	\$0
Bundled Internet Access EVC 20Mbps	\$500	\$0	\$0

4.1.1.3.2 Monthly Recurring Charges (“MRC”)

Description of Services	1YrTerm	3YrTerm	5YrTerm
Per Point Node EPL 100Mbps	\$1,330	\$1,180	\$1,110
Per Point Node EPL 1Gbps	\$2,550	\$2,300	\$2,175
Per Point Node EPL 10Gbps	\$4,875	\$4,145	\$3,900
Per Point Node EPL40Gbps	\$10,500	\$8,925	\$8,400
Per Point Node EPL 100Gbps	\$42,940	\$36,500	\$34,350
Per POP Node EPL 100Mbps	\$1,130	\$1,005	\$945
Per POP Node EPL 1Gbps	\$2,170	\$1,955	\$1,850
Per POP Node EPL 10Gbps	\$4,145	\$3,525	\$3,315
Per POP Node EPL 40Gbps	\$8,925	\$7,585	\$7,140
Per POP Node EPL 100Gbps	\$36,500	\$31,025	\$29,200

4.1.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

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Exhibit 3  
Financial Statements

**PENN WISP LLC**

Financial Statements  
For the Years Ended December 31, 2017 and 2016

PENN WISP LLC

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Statements of Cash Flows	4

# Lindsay & Hager, PC

CERTIFIED PUBLIC ACCOUNTANTS  
2814 LYCOMING MALL DRIVE  
MUNCY, PA 17756

PHONE: (570) 546-0770

FAX: (570) 546-0773

STEVE H. LINDSAY, CPA

ROBERT P. HAGER, CPA

## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Management  
Penn Wisp LLC  
Mansfield, PA 16933

Management is responsible for the accompanying financial statements of Penn Wisp LLC (a partnership), which comprise the balance sheets as of December 31, 2017 and 2016 and the related statements of income and partners' capital and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the partnership's assets, liabilities, partners' capital, revenue and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.



September 4, 2018  
Muncy, Pennsylvania

PENN WISP LLC  
Balance Sheets  
December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 2,420	\$ 3,771
Inventory	8,214	1,820
Total Current Assets	<u>10,634</u>	<u>5,591</u>
Property and Equipment (net depreciation)	<u>45,345</u>	<u>63,416</u>
TOTAL ASSETS	<u>\$ 55,979</u>	<u>\$ 69,007</u>
LIABILITIES AND PARTNERS' CAPITAL		
Current Liabilities		
Accounts payable	\$ 18	\$ 18
Partners' Capital	<u>55,961</u>	<u>68,989</u>
TOTAL LIABILITIES & PARTNERS' CAPITAL	<u>\$ 55,979</u>	<u>\$ 69,007</u>

See independent accountants' compilation report.

PENN WISP LLC  
 Statements of Income and Partners' Capital  
 For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Revenue	\$ 46,277	\$ 18,019
Purchases	<u>43,685</u>	<u>7,376</u>
Gross profit	2,592	10,643
Operating Expenses:		
Advertising	4,253	-
Internet Host	12,800	1,904
Rent	10,200	1,950
Bank & Credit Card Charges	1,645	433
Insurance	3,828	890
Professional Fees	4,309	625
Repairs & Maintenance	8,533	175
Utilities	3,372	442
Travel Expense	2,171	-
Training Expense	995	-
Miscellaneous	999	-
Office Supplies	828	60
Depreciation Expense	19,771	17,058
Total Operating Expense	<u>73,704</u>	<u>23,537</u>
Net Income (Loss)	(71,112)	(12,894)
Partners' Capital, Beginning	<u>68,989</u>	<u>35,272</u>
Partners' Capital Contributions	<u>58,084</u>	<u>46,611</u>
Partners' Capital, Ending	<u>\$ 55,961</u>	<u>\$ 68,989</u>

See independent accountants' compilation report.

PENN WISP LLC  
 Statements of Cash Flows  
 For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash Flows from Operating Activities		
Net income (loss)	\$ <u>(71,112)</u>	\$ <u>(12,894)</u>
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	19,771	17,057
Change in assets and liabilities:		
(Increase)/Decrease in accounts receivable	(6,394)	-
Increase/(Decrease) in accounts payable	<u>-</u>	<u>6</u>
Total Adjustments	<u>13,377</u>	<u>17,063</u>
Net cash provided (used) by operating activities	<u>(57,735)</u>	<u>4,169</u>
Cash Flows from Investing Activities		
Cash payments for the purchase of equipment	<u>(1,700)</u>	<u>(48,610)</u>
Net cash provided (used) by investing activities	<u>(1,700)</u>	<u>(48,610)</u>
Cash Flows from Financing Activities:		
Partners' Capital Contributions	<u>58,084</u>	<u>46,611</u>
Net cash provided (used) by financing activities	<u>58,084</u>	<u>46,611</u>
Net Increase (Decrease) in Cash	(1,351)	2,170
Cash, Beginning of Year	<u>3,771</u>	<u>1,601</u>
Cash, End of Year	<u>\$ 2,420</u>	<u>\$ 3,771</u>

See independent accountants' compilation report.

Exhibit 4  
Certificate of Service

I, Kristopher E. Twomey, Counsel to PennWisp LLC dba Northern Broadband hereby affirm that on June 21, 2019, a true and correct copy of the foregoing was served via US Mail to the following parties:

**Office of Consumer Advocate**

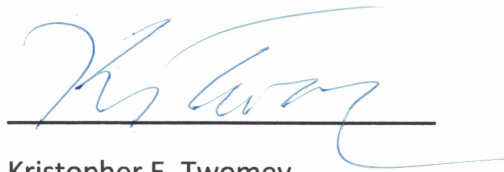
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

**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



Kristopher E. Twomey