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   **S**niscak LLP  
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December 11, 2020

**VIA FEDERAL EXPRESS**  
**OVERNIGHT DELIVERY**

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

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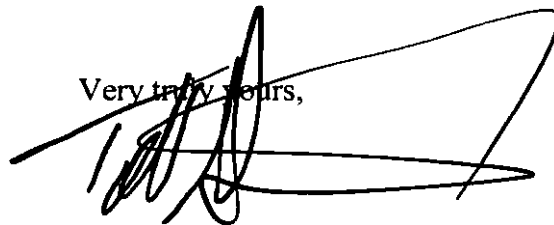
RE: Petition of Alleghenies Broadband, Inc.; Docket No. \_\_\_\_\_;  
**APPLICATION OF ALLEGHENIES BROADBAND, INC.**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission is an original and one copy of the Application Form for Approval of Authority to Offer, Render, Furnish or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania in the above-captioned matter. Copies of this Application have been served as indicated on the attached Certificate of Service. Also enclosed is a check in the amount of \$250.00 made payable to the Commonwealth of Pennsylvania to cover the filing fee. Please return the time-stamped copy in the self-addressed stamped envelope provided.

Thank you for your attention to this matter. If you have any questions related to this filing, please do not hesitate to contact me.

Very truly yours,



Todd S. Stewart  
*Counsel for Alleghenies Broadband, Inc.*

TSS/jld  
Enclosures  
cc: Per Certificate of Service

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**Application of:**

**Alleghenies Broadband, 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.

Alleghenies Broadband, Inc.  
3 Sheraton Drive  
Altoona, PA 16601  
814 949 6506

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

None

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

Todd S. Stewart, Attorney ID 75556  
Hawke McKeon & Sniscak LLP  
100 N 10<sup>th</sup> Street  
Harrisburg PA 17101  
717 703 0806 (Office)  
717 236 4841 (fax)  
tsstewart@hmslegal.com

- 3. CONTACTS:**

**A) APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Brandon W. Carson  
Executive Director  
3 Sheraton Drive  
Altoona, PA 16601  
814 949 6506 (office)  
814.949.6505 (fax)

**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Brandon W. Carson  
Executive Director  
3 Sheraton Drive  
Altoona, PA 16601  
814 949 6506 (office)  
814.949.6505 (fax)

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

Brandon W. Carson  
Executive Director  
3 Sheraton Drive  
Altoona, PA 16601  
814 949 6506 (office)  
814.949.6505 (fax)

**4. FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

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

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- \*Foreign corporation
- \*Foreign general or limited partnership
- \*Foreign limited liability company

- \*Foreign limited liability general partnership
- \*Foreign limited liability limited partnership

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

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

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

The Applicant is incorporated in the State of Pennsylvania, See Attachment 5.1 for copies of its Articles of Incorporation and Bylaws as filed with the Department of State.

Alleghenies Broadband, Inc. is a not for profit Corporation, its officers are:

President and Chairman	-	Jeffrey Thomas
Vice President and Vice-Chairman	-	Gerald Walker
Treasurer	-	Stephen McKnight
Secretary	-	Art Martynuska

For all of the above, the business address is the address of the applicant.

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

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

The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

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

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

The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

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

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

The applicant is presently doing business in Pennsylvania as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier.

Incumbent Local Exchange Carrier.

Other (Identify).

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

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier.
- 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 intends to provide backbone infrastructure for internet transportation services on a wholesale basis to Internet Service Providers using available technology. ABI may also provide internet services directly to customers when circumstances require.

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.

ABI intends to focus on providing rural broadband connectivity in the following fourteen counties: Cambria, Blair, Bedford, Somerset, Huntingdon, Fulton, Fayette, Westmoreland, Indiana, Clearfield, Center, Mifflin, Juniata, and Franklin.

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.

ABI intends to provide broadband connectivity for underserved rural areas. The services will not be differentiated by region, but the modality may vary by location depending on factors such as population density, available bandwidth and topography.

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 proposed Competitive Access Provider Tariff, attached as Attachment 13.1.

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

Attached, as Attachment 14.1 are the following financial documents:

- 1) Statement of Financial Position
- 2) Statement of Activities
- 3) A list of Equipment and depreciation values
- 4) Statement of Cash Flows
- 5) A pro forma balance sheet

15. **START DATE:** The Applicant proposes to begin offering services on or about  
*As soon as feasible after receipt of a CPC.*

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.

At this time ABI has no future plans other than those described herein.

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

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

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

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

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

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

None presently.

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.

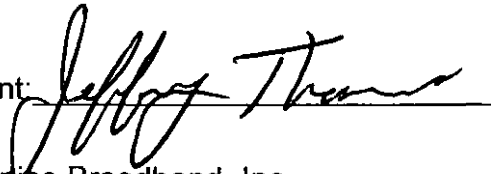
None

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.

Applicant Acknowledges.

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:

A handwritten signature in black ink, appearing to read "Jeffrey Thomas", is written over a horizontal line.

Alleghenies Broadband, Inc.

By: Jeffrey Thomas

Title: President and Chairman

22. AFFIDAVIT:

AFFIDAVIT

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SECRETARY'S BUREAU

Commonwealth of Pennsylvania :  
County of Huntingdon : ss.

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

Affiant is the President and Chairman (Office of Affiant) of Alleghenies Broadband Inc. ;

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

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

That Alleghenies Broadband, Inc., 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 knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

Sworn and subscribed before me this 10th day of December 2020.  
Month Year Signature of Affiant

Kay Coons NT.  
Signature of official administering oath

My Commission expires

Kay Coons  
Prothonotary  
Huntingdon County, Pennsylvania  
My Commission Expires First Monday 2022

23. § 1.36 Verification.

**Verification**

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Commonwealth of Pennsylvania :

:

ss.

County of Huntingdon :

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

*I am President and Chairman of Alleghenies Broadband, Inc., 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).*

Jeffrey Thomas  
Signature of Affiant

Sworn and subscribed before me this 10<sup>th</sup> day of December, 2020.  
Month Year

Kay Coons, NT  
Signature of official administering oath

My Commission expires

Kay Coons  
Prothonotary  
Huntingdon County, Pennsylvania  
My Commission Expires First Monday 2022

ATTACHEMENT 5.1

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

George Gvozdich, Jr., Esquire  
107 East Lloyd St P.O.Box 330  
Ebensburg PA 15931

Alleghenies Broadband, Inc.

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit [www.pa100.state.pa.us](http://www.pa100.state.pa.us) to register for Business Taxes with the PA Department of Revenue & Labor and Industry or visit [www.Business.pa.gov](http://www.Business.pa.gov) to find answers to most common registration questions.

Nonprofit corporations that solicit funds from citizens of the Commonwealth of Pennsylvania must register with the Bureau of Corporations and Charitable Organizations of the Department of State, unless exempt from registration requirements. please see [www.dos.pa.gov/BusinessCharities/Charities](http://www.dos.pa.gov/BusinessCharities/Charities) or contact the Bureau of Corporations and Charitable Organizations at 207 North office building, Harrisburg, PA 17120, (717) 783-1720 or 1-800-732-0999 within Pennsylvania, for more information on registration..

If you have any questions pertaining to the Bureau, please visit our website at [www.dos.pa.gov/BusinessCharities](http://www.dos.pa.gov/BusinessCharities) Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at [www.corporations.pa.gov/Search/CorpSearch](http://www.corporations.pa.gov/Search/CorpSearch) .

Entity number : 7134880

After filing return by mail to:  
George Gvozdich, Jr., Esquire  
107 East Lloyd Street  
P. O. Box 330  
Ebensburg, PA 15931

**ARTICLES OF INCORPORATION – NONPROFIT**  
**OF**  
**ALLEGHENIES BROADBAND, INC.**

In compliance with the requirements of the applicable provisions of the Nonprofit Corporation Law of 1988, as amended, the undersigned, desiring to incorporate a nonprofit corporation under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, hereby states that:

**ARTICLE I**  
**NAME**

The name of the corporation is Alleghenies Broadband, Inc. (the "Corporation").

**ARTICLE II**  
**REGISTERED OFFICE**

The address of the Corporation's current registered office in this Commonwealth is 3 Sheraton Drive, Altoona, Pennsylvania 16601, which may be changed from time to time by action of the board of directors of the Corporation. The name of the county in which the registered office is located is Blair County.

**ARTICLE III**  
**PURPOSES**

The Corporation is incorporated under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, for the following purposes:

1. To receive and maintain a fund or funds or real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code and its regulations as they now exist or as they may hereafter be amended, and, without limitation, to have all powers and privileges conferred upon the Corporation by the Pennsylvania Nonprofit Corporation Law of 1988, as amended.



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2. To promote rural community revitalization, assistance to low income rural residents, assistance to rural minority residents, and to provide assistance to rural residents and educational, medical, and business institutions located within or serving residents in rural areas of Pennsylvania by, without limitation, attempting to bridge the digital divide experienced by those in rural communities as compared to those in more urban areas who are not being served by commercial broadband providers or who are being underserved by commercial broadband providers, by creating, improving, and facilitating the development of wired and wireless broadband infrastructure, that will serve residences and business and that will be made available to commercial broadband providers to allow those commercial entities to provide broadband service to residents, institutions, and businesses in rural communities where those providers have deemed the development or provision of broadband services to be uneconomical or not commercially feasible.

3. The Corporation shall engage in these activities with a goal of creating sustainable jobs, encouraging investment and economic growth, enhancing the quality of life for rural residents, enhancing educational opportunities for rural residents, enhancing access to telemedicine and other remote based medical assistance in rural area, and addressing the needs of low to moderate income residents of disadvantaged, poor and minority communities within communities by providing a foundation for the provision of broadband service on an affordable basis.

4. To conduct research for the purpose of aiding rural and unserved and underserved areas in attracting broadband providers to those areas.

5. The Corporation shall not engage, nor shall any of its funds, property or income be used in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive or un-American activities.

6. The Corporation shall not distribute its net earnings, in whole or in part, to the benefit of its directors.

7. In providing its services and functions the Corporation shall not discriminate against any person, firm, or corporation because of race, creed, color, sex, sexual orientation, handicap, age, or national origin.

8. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future tax code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

ARTICLE IV  
DURATION

The Corporation shall have perpetual existence.

ARTICLE V  
NO PECUNIARY GAIN OR PROFIT

The Corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

ARTICLE VI  
ORGANIZATION

The Corporation shall be organized on a non-stock basis. The Corporation shall have no members. The management of the affairs of the Corporation shall be vested in its board of directors.

ARTICLE VII  
INITIAL DIRECTORS

Notwithstanding anything to the contrary set forth herein or in the bylaws of the Corporation the names and initial terms of the initial directors of the Corporation serving as of the date hereof shall be as follows:

Name	Term
Tonya House 2996 Plum Hollow Road Fort Littleton, PA 17223  Art Martynuska 401 Candlelight Drive Suite 100 Ebensburg, PA 15931  Daniel Berger 1600 Warm Springs Avenue Huntingdon, PA 16652  (and anyone appointed to fill their vacancy, if any, prior to the end of their term)	Until the next annual meeting after the date hereof.
Jeff Thomas 233 Penn Street Huntingdon, PA 16652  Rachel Papuga 2995 Raystown Road Hopewell, PA 16650	Until the second annual meeting after the date hereof.

<p>Stephen McKnight 3900 Industrial Park Drive Altoona, PA 16602</p> <p>(and anyone appointed to fill their vacancy, if any, prior to the end of their term)</p>	
<p>James Foreman 133 Lowry Drive Duncansville, PA 16635</p> <p>Gerald Walker County Annex Office Building 300 North Center Avenue Somerset, PA 15501</p> <p>Larry Myers 138 Arandale Street Bedford, PA 15522</p> <p>(and anyone appointed to fill their vacancy, if any, prior to the end of their term)</p>	<p>Until the third annual meeting after the date hereof.</p>

**ARTICLE VIII  
INCORPORATOR**

The name and address of the incorporator is Steven K. Howsare, 3 Sheraton Drive, Altoona, Pennsylvania 16601.

**ARTICLE IX  
DISSOLUTION**

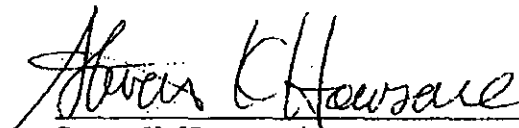
Upon the dissolution of the Corporation its assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

**ARTICLE X  
INDEMNIFICATION**

To the fullest extent that the laws of the Commonwealth of Pennsylvania currently in effect, or as thereafter amended, permit elimination or limitation of liability for directors, no

director of the Corporation shall be personally liable for monetary damages as such for any action taken, or any failure to act, as a director. Any amendment or repeal of this Article or adoption of any bylaw which has the effect of increasing director liability shall operate prospectively only and shall not affect any action taken, or any failure to act, prior to its adoption.

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of Incorporation this 21<sup>st</sup> day of September, 2020.

  
Steven K. Howsare, incorporator

BYLAWS OF  
ALLEGHENIES BROADBAND, INC.  
Adopted October 14, 2020

ARTICLE I - NAME AND ADDRESS

1.01. Name and Address. The name of the corporation is Alleghenies Broadband, Inc. (hereinafter the "Corporation"). The address of the Corporation's registered office is 3 Sheraton Drive, Altoona, Pennsylvania 16601.

ARTICLE II - PURPOSES

2.01. Purposes. The Corporation is incorporated under the Pennsylvania Nonprofit Corporation Law of 1988, as amended, for the following purposes:

1. To receive and maintain a fund or funds or real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, scientific or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code and its regulations as they now exist or as they may hereafter be amended, and, without limitation, to have all powers and privileges conferred upon the Corporation by the Pennsylvania Nonprofit Corporation Law of 1988, as amended.

2. To promote rural community revitalization, assistance to low income rural residents, assistance to rural minority residents, and to provide assistance to rural residents and educational, medical, and business institutions located within or serving residents in rural areas of Pennsylvania by, without limitation, attempting to bridge the digital divide experienced by those in rural communities as compared to those in more urban areas who are not being served by commercial broadband providers or who are being underserved by commercial broadband providers, by creating, improving, and facilitating the development of wired and wireless broadband infrastructure, that will serve residences and business and that will be made available to commercial broadband providers to allow those commercial entities to provide broadband service to residents, institutions, and businesses in rural communities where those providers have deemed the development or provision of broadband services to be uneconomical or not commercially feasible.

3. The Corporation shall engage in these activities with a goal of creating sustainable jobs, encouraging investment and economic growth, enhancing the quality of life for rural residents, enhancing educational opportunities for rural residents, enhancing access to telemedicine and other remote based medical assistance in rural area, and addressing the needs of low to moderate income residents of disadvantaged, poor and minority communities within communities by providing a foundation for the provision of broadband service on an affordable basis.

4. To conduct research for the purpose of aiding rural and unserved and underserved areas in attracting broadband providers to those areas.

5. The Corporation shall not engage, nor shall any of its funds, property or income be used in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive or un-American activities.

6. The Corporation shall not distribute its net earnings, in whole or in part, to the benefit of its directors.

7. In providing its services and functions the Corporation shall not discriminate against any person, firm, or corporation because of race, creed, color, sex, sexual orientation, handicap, age, or national origin.

8. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or the corresponding section of any future tax code, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code, or the corresponding section of any future federal tax code.

### ARTICLE III - MEMBERS

3.01. Membership. The Corporation shall have no members.

### ARTICLE IV - BOARD OF DIRECTORS

4.01. Powers. The Board of Directors (the "Board") shall have all powers and duties for the conduct of the activities of the Corporation except as otherwise provided for in these Bylaws or in a resolution duly adopted by the Directors.

4.02. Number; Election; Term. The Board shall be composed of not less than nine (9) members nor more than fifteen (15) members (each a "Director" or, collectively, the "Directors") who shall be elected at the annual meeting of the Board. The size of the Board shall be determined from time to time by the Board. The initial Board of the Corporation shall be as set forth in the Articles of Incorporation of the Corporation (the "Articles"). Except as provided in the Articles with respect to the initial members of the Board, the terms of all Directors shall expire at the third subsequent annual meeting of the Board following their election. The term of a member of the Board elected to fill a vacancy shall expire at the next annual meeting of the Board at which his predecessor's term would have expired. The term of a Director elected as a result of an increase in the number of the directors shall expire at the third annual meeting of the Board following his election. Despite the expiration of a Director's term, he shall continue to serve until the next meeting of the Board at which he is re-elected or a successor or replacement Director is elected.

4.03 Board Composition. All Directors shall be natural persons of at least 21 years of age. The initial Board, as set forth in the Articles, consisted of three Directors for a one-year term, three Directors for a two-year term, and three Directors for a three-year term. The Directors named for one-year terms consisted of a Director recommended by the Fulton County Board of Commissioners, a Director recommended by the Cambria County Board of Commissioners, and a private sector Director with a background in education. The Directors named for two-year terms were comprised of a Director recommended by the Huntingdon County Board of Commissioners, a Director recommended by the Bedford County Board of Commissioners, and a Director with a background in economic development. The Directors named for three-year terms were comprised of a Director recommended by the Blair County Board of Commissioners, a Director recommended by the Somerset County Board of Commissioners, and a Director with a background in, experience with, or knowledge and training in the area of broadband development and deployment. As a Directors' term expires the Director shall be replaced with replacements with the same backgrounds as those established by the incorporator the Articles. With respect to the county based Directors, at least 60 days prior to the annual meeting of the Board at which the Director is to be reelected or replaced the Board shall provide request to the appropriate Board of Commissioner's applicable to the Director requesting three names for consideration in filing the position in question. The Board shall either reelect the incumbent Director or select a replacement for that Director from among the names provided. The three private sector members of the Board shall be replaced by the Board based upon its own search and internal recommendations.

4.04. Quorum. A majority of Directors then in office, present in person or as permitted by Section 4.05 below, shall constitute a quorum for the transaction of business at all meetings of the Board. The act of a majority of the Directors at a meeting at which a quorum exists shall be the act of the Board unless a greater number is required under the provisions of law or any provision of these Bylaws.

4.05. Participation. A Director may participate in a Board meeting in person or may participate by means of conference telephone or other electronic technology by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting. A Director may not vote by proxy.

4.06. Absences. Any Director who has more than three (3) unexcused absences from meetings of the Board in a calendar year may be removed from the Board and, if removed, shall no longer be a member of the Board.

4.07. Vacancies. All vacancies on the Board shall be filled by the Board in accordance with the procedures outlined in Sections 4.02 and 4.03 above.

4.08. Length of Service. Participation on the Board is limited to two consecutive elected terms, exclusive of the term of an initial Director. A twelve (12) month absence from the Board is required after the maximum term is served before participation is again permitted on the Board.

4.09. Meetings. Regular meetings of the Board will be held at least quarterly. The Board shall adopt, at its organization meeting each year, a schedule for the regular meetings for the next

twelve months. No notice of regular meetings shall be required.

4.10. Notices of Meetings. Any notice required to be given to any Director under the provisions of this Section or by the articles or bylaws of the Corporation shall be given to the Director either personally or by sending a copy thereof (i) by first class or express mail, postage prepaid, or courier service, charges prepaid, to the Director's postal address appearing on the books of the Corporation or to such address supplied by the Director to the Corporation for the purpose of giving notice (notice under this subpart shall be deemed to have been given to the Director when deposited in the United States mail or with a courier service for delivery to that Director), or (ii) by facsimile transmission, e-mail or other electronic communication to the Director's facsimile number or address for e-mail or other electronic communications supplied by the Director to the Corporation for the purpose of notice (notice under this subpart shall be deemed to have been given to the Director when sent). A notice of meeting shall specify the day, hour and geographic location, if any, of the meeting. Except as required by law, such notice need not state the business to be transacted at, nor the purpose of, such meeting. When a meeting of Directors is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken.

4.11. Special Meetings. A special meeting of the Board of Directors may be called by either;

- A. The President.
- B. The Chairman.
- C. The Executive Director.
- D. Any three (3) members of the Board.

4.12. Waiver by Attendance. Attendance of a Director at any meeting of the Board will constitute a waiver of notice of such meeting, except where such Director attends a meeting, for the express purpose of objecting, at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.13. Consent. Any action required or permitted to be approved at a meeting of the Board may be approved without a meeting if a consent or consents to the action in record form are signed, before, on or after the effective date of the action by all of the Directors in office on the date the last consent is signed. The consent or consents must be filed with the secretary of the Corporation.

4.14 Compensation. The Board may establish a policy to provide for per diem payments to Directors for their attendance at (1) meetings of the Board, (2) meetings of committees, (3) any other function, meeting, or event involving or relating to Corporation business, or (4) any other function, meeting, or event involving or relating to education reasonable enhancing the Director's ability to serve in the role of Director. In addition to per diem payments to Directors, the Board

may establish a policy to provide for repayment to Directors for out-of-pocket expenses incurred, including those for travel to and from any of the meetings, functions, or events set forth in the preceding sentence. Except as set forth above, no compensation shall be paid to any Director for services as a Director. Nothing herein shall preclude a Director from being a salaried officer or employee of the Corporation.

4.15 Rules and Regulations. The Board shall have the power to make and adopt such rules and regulations and fix the compensation of officers and employees at it may deem advisable for the proper management, administration, and regulation of the business affairs of the Corporation.

#### ARTICLE V – OFFICERS

5.01. Officers. The Officers of the Corporation shall consist of the Chairman of the Board, President, Secretary and Treasurer. The President, Secretary and Treasurer must be selected from and be members of the Board. The officers shall be selected annually by the Board. The Board may add additional officer positions as it deems necessary for the business and operations of the Corporation.

5.02. Chairman of the Board. The Chairman of the Board shall possess all powers and authority usually vested in the chairman of the board of directors of a business corporation. He shall, with the advice of the Board, appoint all standing and special committees.

5.03. President. The President of the Corporation will serve as a chief executive officer of the Corporation and serve at the discretion of the Board with duties and powers to be determined by the Board.

5.04. Secretary. The Secretary shall verify the minutes and proceedings of all meetings of the Board. He shall give to the members of the Board the notice required by these Bylaws of every stated and special meeting of the Board.

5.05. Treasurer. The Treasurer shall perform all acts incident to the position of Treasurer authorized or required by the act under which the Corporation is incorporated or that the Board may require and he shall give bond for faithful discharge of his duties in such sum and on such terms as the Board may determine.

5.06 Employees and Other Agents. The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall have such authority and perform such duties as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities, and duties.

5.07. Vacancies. In the event that any officer provided for in this Article shall cease to serve as such by reason of death, resignation, or for any other reason, his successor shall be selected by the Board.

5.08 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of the Board.

5.09 Compensation. Any officer, employee, or agent of the Corporation is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Corporation when authorized by the Board.

#### ARTICLE VI - COMMITTEES

6.01. Committees. The Board may establish by resolution one or more committees, with each committee to have at least one Director as a member of the committee. Any such committee, to the extent provided in such resolution, shall have and may exercise all of the powers and authority of the Board, except that a committee shall not have any power or authority as to any matter in respect of which the Nonprofit Corporation Law of 1988 prohibits the delegation of power or authority to a committee. In the absence or disqualification of a member or members of a committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint a Director to act at the meeting in the place of the absent or disqualified member.

#### ARTICLE VII - CHECKS, CONTRACTS, ETC.

7.01. Authorized Signatures. Checks or orders for payment of funds (including, without limitation, orders for ACH or wire transactions) of the Corporation shall be valid when signed by such officers or board members as may from time to time be authorized by resolution of the Board. The signatures of two (2) officers or Board members shall be required for all accounts of the Corporation.

7.02. Contracts: All contracts, the effect of which is to impose financial obligations on Corporation, shall be valid when executed in the name of the Corporation by the President and attested to by the Secretary or by such officer or officers as may from time to time be designated by the Board in a duly adopted resolution.

#### ARTICLE VIII - LIABILITY; INDEMNIFICATION

8.01. Director's/Officer's Liability. No officer or Director shall be personally liable for monetary damages as a Director or officer for any action taken, or any failure to take any action, unless:

a. The Director or officer has breached or failed to perform his or her duties as a Board member or officer in accordance with the standard of conduct contained in Section 5712 of the Pennsylvania Nonprofit Corporation Law of 1988, and any amendments and successor acts thereto; and

b. the breach or failure to perform constitutes self-dealing, willful misconduct or

recklessness; provided, however, the foregoing provision shall not apply to (a) the responsibility or liability of a Director or officer pursuant to any criminal statute or (b) the liability of a Director or officer for the payment of taxes pursuant to local, state or federal law.

## 8.02. Indemnification.

8.02.1. Indemnification. The Corporation shall indemnify any officer or Director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, by reason of the fact that such person is or was an officer or Director of the Corporation, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action or proceeding if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided, however, that no such persons shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; and provided, further, however, in instances of a claim by or in the right of the Corporation, indemnification shall not be made under this section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Corporation is located or the court in which the action was brought determined upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

8.02.2. Procedure. Unless ordered by a court, any indemnification under section 8.02 or otherwise permitted by law shall be made by the Corporation only as authorized in the specific case upon determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth under that section. Such determination shall be made:

- a. by the Board by a majority vote of a quorum consisting of Directors who were not parties to the action or proceeding; or
- b. if such a quorum is not obtainable by independent legal counsel in a written opinion.

8.02.3. Advancement of Expenses. Expenses incurred by a person entitled to indemnification pursuant to this Article or otherwise permitted by law in defending a civil action, suit or proceeding shall, in any case required by Section 8.02, and may, in any other case, be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay the amount so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation.

8.02.4. Continuing Right to Indemnification. The indemnification and

advancement of expenses provided pursuant to this Article shall continue as to any person who has ceased to be an officer or Director of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

8.02.5. Other Rights. This Article shall not be exclusive of any other right, which the Corporation may have to indemnify any person as a matter of law.

#### ARTICLE IX - AMENDMENTS

9.01. Amendments. These Bylaws may be altered, amended, or repealed by the two-thirds vote of the entire Board. Entire Board shall mean all seated members of the Board (not including any vacant positions).

#### ARTICLE X - MISCELLANEOUS

10.01 Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise provided by the Board.

10.02 Books and Records. The Corporation shall keep at the office of the Corporation correct and complete books and records of the activities and transactions of the Corporation, including the minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these Bylaws, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

10.03 Records Retention and Destruction Policy. In any instance where the Corporation faces issues related to document retention, it shall follow the procedures and rules set out in the Records Retention and Destruction Policy attached hereto as Exhibit A and incorporated into these Bylaws by reference.

10.04 Whistleblower Policy. The Corporation shall follow the policies and procedures set out in the Whistleblower Policy, attached hereto as Exhibit B, as amended from time to time, and incorporated into these Bylaws by reference, in any instance where a Director, officer, employee, or volunteer reports a suspected violation of law or corporate policy.

10.05 Annual Returns. The entire Board shall review the Corporation's annual filing with the Internal Revenue Service prior to it being filed.

10.06 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

10.07. Headings. In interpreting these Bylaws, the headings of articles shall not be controlling.

10.08 Conflict of Interest Policy. The Board shall adopt a conflict of interest policy that

covers Directors, staff members, and volunteers with significant decision making authority with respect to the resources of the Corporation. The conflict of interest policy should identify the types of conduct or transactions that raise conflict of interest concerns, set forth procedures for disclosure of actual or potential conflicts, and should provide for review of individual transactions by the uninvolved Directors. The policy should also require that the minutes of the meeting shall reflect that the conflict disclosure was made, the vote taken and, where applicable, the abstention from voting and participation by the interested party.

10.09 Savings Clause. For the purposes of these bylaws, either gender shall be interpreted as encompassing the other gender, and the singular shall encompass the plural and vice versa as the meaning shall dictate.

10.10. Robert's Rules as Guidance. Unless otherwise specified, Robert's Rules of Order shall guide the proceedings at meetings of the Corporation.

RECEIVED

DEC 11 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ATTACHMENT 13.1

**COMPETITIVE ACCESS PROVIDER TARIFF**

**COMPETITIVE ACCESS PROVIDER**

**Business / Enterprise Customers Only**

**Regulations and Schedule of Charges**

Provided by:

Alleghenies Broadband, Inc.  
3 Sheraton Drive  
Altoona, PA 16601

Applying to Dedicated Point-To-Point Communications Services  
Between Points in the Commonwealth of Pennsylvania  
and Containing Rates, Rules and Regulations Governing Service

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 3 Sheraton Drive, Altoona, PA, 16601

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 will be deemed inoperative and superseded.

**Issued:** November \_\_, 2020

**Issued by:**

**Effective:** January \_\_, 2021

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3 Sheraton Drive,  
Altoona, PA 16601

**COMPETITIVE ACCESS PROVIDER TARIFF**

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**CHECK PAGE**

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

<b>Page</b>	<b>Number of Revision</b>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*

\* Included in this filing

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Issued: December, \_\_ 2020

Effective: January \_\_, 2021

Issued by:  
Brandon Carson, Exec. Dir.  
Alleghenies Broadband, Inc.  
3 Sheraton Drive, Altoona, PA 16601

**COMPETITIVE ACCESS PROVIDER TARIFF**

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**COMPETTIVE ACCESS PROVIDER TARIFF**  
**LIST OF MODIFICATIONS**

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Issued: December, \_\_ 2020

Effective: January \_\_, 2021

Issued by:  
Brandon Carson, Exec. Dir.  
Alleghenies Broadband, Inc.  
3 Sheraton Drive, Altoona, PA 16601

**COMPETITIVE ACCESS PROVIDER TARIFF**

**EXPLANATION OF SYMBOLS**

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

To signify a rate increase (I)

To signify a rate decrease (D)

To signify all other changes (C)

**COMPETITIVE ACCESS PROVIDER TARIFF**

**TARIFF FORMAT**

This tariff is divided into the following major sections:

- Section 1: Technical Terms and Abbreviations
- Section 2: Rules and Regulations
- Section 3: Service Descriptions and Prices
- Section 4: Rate and Charges

- 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 Pennsylvania Public Utility Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in its tariff approval process, the most current page number on file with the Pennsylvania Public Utility Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
  
- C. Paragraph Numbering Sequence:** There are seven 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
  - 2.1.1.1.1
  - 2.1.1.1.1.1
  - 2.1.1.1.1.1.1
  
- D. Check Pages:** When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**1. SECTION TECHNICAL TERMS AND ABBREVIATIONS**

**1.1. TECHNICAL TERMS**

Carrier– Alleghenies Broadband, Inc.

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

Commission - Pennsylvania Public Utilities Commission

Customer – A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, who is responsible for payment of charges to the Carrier and compliance with the Carrier’s regulations.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Holiday - For the purpose of this tariff recognized New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis (“ICB”) - Are services provided in which Customer requirements can only be satisfied by special engineering, design, programming, development or construction activities not otherwise provided in this tariff. ICB rates are developed based on the specific circumstances of the situation, and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff’s written request to the Carrier.

Interruption - The inability to use the Carrier’s service due to equipment malfunctions or human errors. Interruption shall not include acts of God. Nor shall Interruption include service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier’s facilities or service, or any other reason covered by this Tariff or by applicable law.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**COMPETITIVE ACCESS PROVIDER TARIFF**

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

1.1.1. ABBREVIATIONS

ICB - Individual Case Basis

ILEC - Incumbent Local Exchange Carrier

Mbps - One million megabits per second data transmission speed

**COMPETITIVE ACCESS PROVIDER TARIFF****2. SECTION RULES AND REGULATIONS**

- 2.1. The Carrier provides facilities-based telecommunications services to business, institutions, organizations and carrier customers.

The Carrier will provide services only in Pennsylvania. The Carrier installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Carrier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Carrier's network. The Customer shall be responsible for all charges due for such service arrangements. The Carrier's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Application of Tariff

- 2.2.1. This tariff sets forth the service offerings, rates, terms, and conditions, applicable to the furnishing of intrastate competitive access service to internet access providers, businesses, organizations, institutions and other customers within the state of Pennsylvania by Alleghenies Broadband, Inc. hereinafter referred to as (the "Carrier")

2.3. Use of Services

- 2.3.1. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.3.2. The use of the Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means is prohibited.
- 2.3.3. Carrier's services are available for use twenty-four hours per day, seven days per week, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, which the Customer will be provided advance notice.
- 2.3.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.3.5. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff as outlined in Section 2.6.3 of this Tariff.

**COMPETITIVE ACCESS PROVIDER TARIFF****2 RULES AND REGULATIONS (cont'd)****2.4. Liability of Carrier**

- 2.4.1. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Carrier to be impaired. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.4.2. Except as provided below, Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to act of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof. When service is interrupted for a period of at least 24 hours due to such factors such as storms, fires, floods or other conditions beyond the control of the Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier.
- 2.4.3. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**2 RULES AND REGULATIONS (cont'd)**

- 2.4.4. The liability of the Carrier for any loss or damages out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
  - 2.4.5. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
  - 2.4.6. Carrier shall not be liable for defacement of or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
  - 2.4.7. Carrier makes no warranties or representations, expresses or implies either in fact or by operation of law, statutory or otherwise, including warranties of merchantability of fitness for a particular use, except those expressly set forth herein.
- 2.5. Responsibilities of the Customer
- 2.5.1. The Customer is responsible for placing any necessary orders for complying with Tariff regulations and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**2 RULES AND REGULATIONS (cont'd)**

- 2.5.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.5.3. If required for the provisioning of the Carrier's services, the Customer must provide the Carrier, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.4. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.5.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.5.6. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.5.7. The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.8. The Customer agrees to release, indemnify and hold harmless the Carrier against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**2 RULES AND REGULATIONS (cont'd)**

2.6. Cancellation or Interruption of Services

- 2.6.1. Customers may terminate service, with or without cause, by giving the Carrier 60 days written notice. If the Customer has a term contract, early termination charges shall apply. The Carrier may terminate service with five (5) days written notice to the Customer for any of the following occurrences:
- 2.6.2. Customer non-compliance with Commission regulations;
- 2.6.3. Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.6.4. Failure of the Customer to permit the Carrier to have reasonable access to its equipment, facilities, service connections or other property;
- 2.6.5. Failure of the Customer to pay a non-disputed delinquent account;
- 2.6.6. Failure of the Customer to provide the Carrier with adequate assurances that an unauthorized use or practice will cease;
- 2.6.7. Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Carrier's equipment or service to others;
- 2.6.8. Failure of the Customer to adhere to contractual obligations with the Carrier.
- 2.6.9. Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Carrier;
- 2.6.10. Customer tampering with the Carrier's equipment or service;
- 2.6.11. The Carrier may terminate service *without written notice* to the Customer for any of the following occurrences:
- 2.6.12. Customer's unauthorized or illegal use of the Carrier's service or equipment.
- 2.6.13. Procedures for discontinuance of existing service:

**COMPETITIVE ACCESS PROVIDER TARIFF**

**2 RULES AND REGULATIONS (cont'd)**

2.6.14. Carrier may discontinue service without notice for any of the following reasons:

2.6.14.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2.6.14.2. If a Customer or User uses Carrier's services in a manner to violate the law.

2.6.14.3. In all other circumstances, Carrier will provide the Customer with written notice via first class CERTIFIED U. S. mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class CERTIFIED mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

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

2.7. Billing Arrangements

2.7.1. Customers will be billed directly by Carrier.

2.7.2. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**2 RULES AND REGULATIONS (cont'd)**

2.7.3. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

2.8. Validation of Credit

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

2.9. Contested Charges

2.9.1. All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Carrier for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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

2.9.3. Second, if there is still a disagreement about the disputed amount after investigation and review by the Carrier, the Customer, within ten days of the notification or mailing of the Carrier's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, PA, 17105-3265, telephone (717) 783-5187 and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints. The Bureau of Consumer Services' toll-free number is (800) 692-7380.

2.10. Taxes and Surcharges

All federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**2 RULES AND REGULATIONS (cont'd)**

2.11. Promotions

From time to time, the Carrier may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be tariffed, and the Carrier will seek prior approval from the Commission for these offerings. Varying rates for promotional offerings will not exceed those in this tariff for the same services. Promotional offerings will be filed as a tariff supplement and may not have duration of longer than 6 months in any rolling 12-month period that commences as of the effective date of the filed promotion.

2.12. Billing and Collection Practices

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

2.13. Shortage of Equipment or Facilities

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

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

**3. SECTION DESCRIPTION OF SERVICES**

3.1. Dedicated Access Services

Dedicated Access Services consist of point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport. Using Customer own switching equipment (routers, firewalls, etc.), the Carrier connects each customer site to their designated hub site via fiber. Service is offered via the Carrier's facilities for the transmission of one-way and two-way communications, unless noted.

**COMPETITIVE ACCESS PROVIDER TARIFF**

**3 DESCRIPTION OF SERVICES (cont'd)**

3.1.1. Ethernet Services Speeds (1, 10, 40 and 100Gbps)

3.2. Other Services

The Carrier on an Individual Case Basis (ICB), depending on conditions and Customer requirements, may provide other services, including dark fiber, and fractional point-to-point high-speed digital point-to-point services.

3.3. Individual Case Basis (ICB) Arrangements

3.3.1. ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by-case basis in response to bona-fide requests from Carrier Customers or prospective Carrier Customers. The facilities utilized to provide these services are of a type normally used by the Carrier in furnishing its other services to Carrier Customers and shall be comparable with other access services offered by the Carrier, as well as the standard engineering and maintenance practices of the Carrier. The requested service or arrangement is subject to the availability of the necessary Carrier personnel and capital resources.

3.3.2. Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this tariff. The Customer has ninety (90) days after receiving the ICB rates to order the service requested at the rates quoted by the Carrier. All IBC contracts will be filed with the Commission upon request.

**4. SECTION RATES AND CHARGES**

4.1. Rate Elements

4.1.1. Non-recurring and monthly recurring rates apply and vary for each service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

**COMPETITIVE ACCESS PROVIDER TARIFF****4 RATES AND CHARGES (cont'd)**4.2. Rates

## 4.2.1. Carrier Ethernet Transport Rates

Rates shall be set primarily on an ICB basis at an average of approximately One Hundred Thousand Dollars (\$100,000.00) per route mile.

## Ethernet Transport:

0-200 Mbps	\$800
201-499 Mbps	\$2000
500- 1000 Mbps	\$5000
>1G	\$10000

## Dark Fiber Transport:

Recurring Monthly Charges	\$500 Per Mile
O&M costs	\$500 per mile

## 4.2.2. Broadband Internet Service Rates

In conjunction with the purchase of transport service, rates shall be set primarily on an ICB basis at approximate averages as follows:

< 25 Mbps:	\$10.00 per Mbps
26-50 Mbps:	\$9.00 per Mbps
51-75 Mbps:	\$8.00 per Mbps
76-100 Mbps:	\$7.00 per Mbps
>100 Mbps:	\$6.00 per Mbps

**COMPETITIVE ACCESS PROVIDER TARIFF**

4.3. Labor Rates

The following rates are labor rates for services not covered in ICB scope of work:

Network Engineer:	\$195 per hour
Field Engineer:	\$125 per hour

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ATTACHMENT 14.1

# ALLEGHENIES BROADBAND, INC.

## STATEMENTS OF FINANCIAL POSITION

DECEMBER 31

	2020	2021	2022
<b>Assets</b>			
Cash	\$ -	\$ 62,667	\$ 7,667
Property and equipment, net	-	492,500	758,125
<b>Total Assets</b>	<b>\$ -</b>	<b>\$ 555,167</b>	<b>\$ 765,792</b>
<b>Liabilities and Net Assets</b>			
<b>Liabilities:</b>			
Accounts payable	\$ -	\$ -	\$ -
Current portion of long-term debt	-	-	-
Long-term debt	-	-	-
<b>Total Liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Assets:</b>			
<b>Without donor restrictions:</b>			
Undesignated	-	62,667	7,667
Investment in fixed assets, net	-	492,500	758,125
<b>Total net assets without donor restrictions</b>	<b>-</b>	<b>555,167</b>	<b>765,792</b>
<b>With donor restrictions:</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Net Assets</b>	<b>-</b>	<b>555,167</b>	<b>765,792</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ -</b>	<b>\$ 555,167</b>	<b>\$ 765,792</b>

# ALLEGHENIES BROADBAND, INC.

## STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31

	2020	2021	2022
<b>Change in Net Assets Without Donor Restrictions:</b>			
Support and revenues:			
Grants	\$ -	\$ 593,667	\$ 442,000
User fees	-	63,000	190,000
Total support and revenues	-	656,667	632,000
Expenses:			
Program:			
Insurance	-	3,500	3,500
Repairs and maintenance	-	25,000	50,000
Tower leases	-	63,000	136,000
Depreciation	-	-	71,875
Utilities	-	5,000	5,000
Total program	-	96,500	266,375
Management and general:			
Salaries and wages	-	-	110,000
Benefits	-	-	38,500
Professional fees	-	5,000	5,000
Supplies	-	-	1,500
Total management and general	-	5,000	155,000
Total expenses	-	101,500	421,375
Change in Net Assets	-	555,167	210,625
<b>Net Assets:</b>			
Beginning of year	-	-	555,167
End of year	\$ -	\$ 555,167	\$ 765,792

			2022		
	Amount	Useful Life	Annual Depreciation	Accumulated Depreciation	2022 NBV
Carrier class radios/microwave	80,000	8	10,000	10,000	70,000
Licenses, switches, antennas, etc.	250,000	8	31,250	31,250	218,750
Tower structural/permitting, equipment install, etc.	75,000	8	9,375	9,375	65,625
Cost to construct fiber network	425,000	20	21,250	21,250	403,750
	<u>830,000</u>		<u>71,875</u>	<u>71,875</u>	<u>758,125</u>

# ALLEGHENIES BROADBAND, INC.

## STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31

	<u>2021</u>	<u>2022</u>	<u>2023</u>
<b><u>Cash Flows From Operating Activities:</u></b>			
Change in net assets	\$ 555,167		
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:			
Depreciation	0		
Change in:			
Accounts receivable	-		
Prepaid expenses	-		
Accounts payable	-		
Deferred revenue	-		
	<u>555,167</u>	<u>-</u>	<u>-</u>
Net cash provided by (used in) operating activities			
<b><u>Cash Flows From Investing Activities:</u></b>			
Purchase of fixed assets	<u>(830,000)</u>		
<b><u>Cash Flows From Financing Activities:</u></b>			
Payments on notes payable	<u>-</u>		
<b>Net Increase (Decrease) in Cash</b>	<b>(274,833)</b>	<b>-</b>	<b>-</b>
<b><u>Cash:</u></b>			
Beginning of year	<u>-</u>	<u>(274,833)</u>	<u>(274,833)</u>
End of year	<u>\$ (274,833)</u>	<u>\$ (274,833)</u>	<u>\$ (274,833)</u>



**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party)

**VIA FIRST-CLASS MAIL**

Office of Small Business Advocate  
555 Walnut Street, 1<sup>st</sup> Floor  
Harrisburg, PA 17101

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

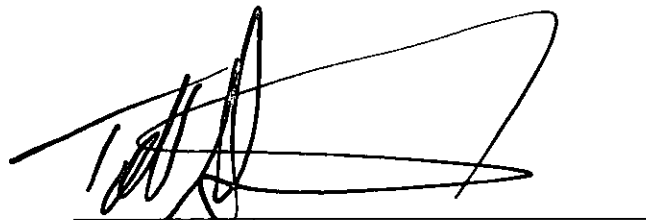
Carl Yasteremski, State Manager  
Government and External Affairs  
Frontier Communications of Breezewood  
800 Tunkhannock Hwy.  
Dallas, PA 18612

Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17101-1923

Darlene N. Terry  
Government Affairs Director  
United Telephone Company of PA  
d/b/a CenturyLink  
100 CenturyLink Drive  
Monroe, LA 71203

V.P. - Tariffs  
Windstream Communications, Inc.  
4001 Rodney Parham Rd.  
Little Rock, AR 72212

Verizon Pa/Verizon North  
Law Department  
1717 Arch Street, 3<sup>rd</sup> floor  
Philadelphia PA 19103



Todd S. Stewart

DATED: December 11, 2020

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HAWKE MCKEON & SNISCAK LLP  
100 N. TENTH STREET  
HARRISBURG, PA 17101  
UNITED STATES US

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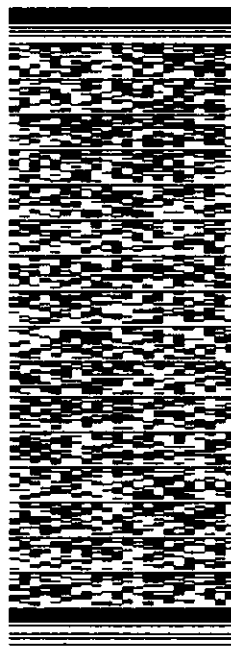
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PA PUBLIC UTILITY COMMISSION

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HARRISBURG PA 17120

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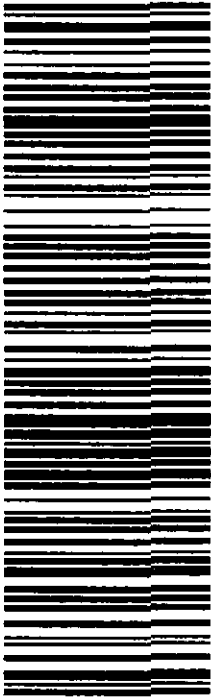
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