

ECKERT
S E A M A N S
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC
213 Market Street
8th Floor
Harrisburg, PA 17101

TEL: 717 237 6000
FAX: 717 237 6019

DATE OF DEPOSIT

Deanne M. O'Dell, Esq.
717.255.3744
dodell@eckertseamans.com

April 9, 2025

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Via Federal Express

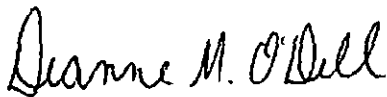
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

RE: Application of Metro Fibernet, LLC for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania - Docket No. A-2025-XXXXXXX

Dear Secretary Chiavetta:

Enclosed please find Metro Fibernet, LLC's ("Metronet") Application for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania as a **Competitive Access Provider**. **Please note this document contains confidential information included in Exhibits D and F** and those documents are provided in a sealed envelope. We request that the Commission refrain from including the confidential documents in the public file for the Applicant. Also enclosed is check # 630865 in the amount of \$250 for the filing fee.

Sincerely,



Deanne M. O'Dell

DMO/lww

Enclosure

cc: Cert. of Service w/enc.

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

Application of Metro Fibernet, LLC ("Applicant" or "Metronet") 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.

**Metro Fibernet, LLC
11880 College Blvd., Suite 100
Overland Park, KS 66210
Tel: (877) 407-3224
Fax: (317) 981-8051**

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.

Applicant operates under the d/b/a "Metronet" in many states.

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

**Deanne M. O'Dell
Lauren Burge
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
Tel: (717) 255-3744
Fax: (717) 237-6019**

DATE OF DEPOSIT

APR 9 2025

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

3. CONTACTS:

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

Rose Mulvany Henry
Vice President of Regulatory Affairs
11880 College Blvd., Suite 100
Overland Park, KS 66210
Tel: (913) 558-6778
Fax: (317) 981-8051

Deanne M. O'Dell
Lauren Burge
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
Tel: (717) 255-3744
Fax: (717) 237-6019

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).

Casey Bohannon
Network Assurance Manager
Network Operations Center
3701 Communications Way
Evansville, IN 47715
(833) 266-5812
casey.bohannon@metronet.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.

Maria Roberts
Regulatory Analyst
11880 College Blvd., Suite 100
Overland Park, KS 66210
Tel: (812) 916-1552
Fax: (317) 981-8051
maria.roberts@metronet.com

4. **FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

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

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** 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 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 checked="" 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.

Corporation Service Company County: Dauphin
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

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

Applicant is a limited liability company that has "member(s)" rather than "partners." Applicant's sole member is Metronet Devco Borrower, LLC. A list of Applicant's officers is provided below.

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 Nevada as a Limited Liability Company. See Exhibit A for Metronet's Articles of Organization from Nevada, and Certificate of Authority to Transact Business in Pennsylvania.

Give name and address of officers:

Dave Heimbach	President and CEO
Sara Overbaugh	Executive Vice President and Chief Financial Officer
John Campbell	Executive Vice President, General Counsel, and Secretary
Ed Corr	Vice President - Tax

Officers may be contacted at 11880 College Blvd, Suite 100, Overland Park, KS 66210.

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).

Applicant has the following affiliates, under parent Metronet Holdings, LLC's umbrella, that provide public utility service outside of Pennsylvania.

CMN-RUS, LLC*:

Illinois: Facilities-based IXC and Local Telecommunications

Indiana: Resold and Facilities-based Local Exchange and Interexchange Services, including Caller ID; ETC

Iowa: Telecommunications Service Provider Registration

Kentucky: CLEC/Long Distance Carrier

Michigan: ITSP Registration – Broadband Fiber, VoIP Provider

Minnesota: Local Niche Service

North Carolina: Intrastate Local Exchange and Exchange Access Telephone Service

***CMN-RUS, LLC (f/k/a CMN-RUS, Inc.) held statewide video franchises in Indiana, Missouri, North Carolina, Ohio, and Texas, and municipal video franchises in Florida, Illinois, Iowa, and Michigan, but recently exited the video market entirely.**

Climax Telephone LLC:

Michigan: License to Provide Local Exchange Services as an ILEC (Climax, MI exchange) and CLEC (All exchanges in which AT&T Michigan, Frontier North, or Frontier provide services); ETC (ILEC)

ITSP Registration - Broadband Fiber, CAP, CLEC, VoIP Provider

Jaguar Communications, LLC:

Minnesota: CLEC; Resold Local Exchange; Interexchange and Resold Local Exchange; ETC

Vexus Fiber, LLC

Arizona: Facilities Based Local Exchange and long distance, private line telecommunications services

New Mexico: CLEC; reseller long distance telecommunications

Texas: Facilities based and resale telecommunications services, ETC, Interexchange Carrier

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).

See Exhibit B for a list of the current non-Pennsylvania certifications for Metro Fibernet, LLC.

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 non-switched service within and between exchanges to connect point-to-point or multi-point locations within Applicant's network. Applicant intends to construct and install a high-speed fiber optic network capable of providing IP-based services, including internet access, data transport, and VoIP to serve business customers and provide high-capacity transport telecommunications services to other telecommunications providers. Applicant does not intend to provide its services directly to residential customers.

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.

Note: it will be portions of the following areas

**Lancaster, PA
Millersville, PA
Mountville, PA
East Petersburg, PA
Lancaster County
Willow Street, PA
Witmer, PA
Lampeter, PA
York, PA
Grantley, PA
Spry, PA
Dallastown, PA
Red Lion, PA
Windsor, PA
Yorklyn, PA
Stonybrook, PA
Pleasureville, PA
Emigsville, PA
Shiloh, PA
Weigelstown, PA
West York, PA
Windsor, PA**

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.

The proposed services as described in response to number 10 above will be made available to business customers and other telecommunications providers in the specific areas in which Applicant builds facilities.

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 Exhibit C for proposed 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.

See CONFIDENTIAL Exhibit D.

Custodian of Accounting Records:

**Paul Knick
Controller
11880 College Blvd., Ste. 100
Overland Park, KS 66210
(913) 391-6633**

Applicant's accounting records and documentation will be primarily maintained in Overland Park, Kansas.

15. **START DATE:** The Applicant proposes to begin offering services on or about
Applicant will begin constructing its network as soon as possible following receipt of Commission approval.

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.

None.

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

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

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

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

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

See Exhibit E

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.

No.

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.

See **CONFIDENTIAL Exhibit F.**

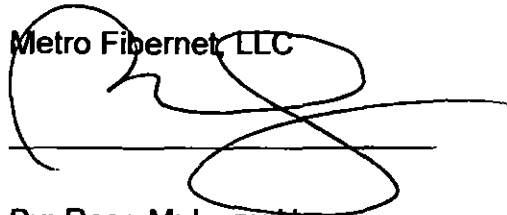
20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury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

Confirmed.

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.

Confirmed.

Metro Fibernet, LLC

A handwritten signature in black ink, appearing to read 'Rose Mulvany Henry', is written over a horizontal line. The signature is stylized and somewhat cursive.

By: Rose Mulvany Henry

Title: Vice President of Regulatory Affairs

List of Exhibits to Metro Fibernet, LLC's
Competitive Access Provider Application

Exhibit	Description	Application Section
A	Business Entity Filings and Registration <ul style="list-style-type: none"> • Articles of Organization from Nevada • Certificate of Authority to Transact Business in Pennsylvania 	5
B	Applicant's Current non-Pennsylvania Certifications	8
C	Proposed CAP Tariff	13
D	CONFIDENTIAL Financial Fitness Documentation <ul style="list-style-type: none"> • FY2024 Audited Financials • Letters of Credit • Loan Guaranty • General Description of Capitalization <i>(provided under seal to Commission only)</i>	14
E	Certificate of Service	17
F	CONFIDENTIAL Regulatory and Judicial Proceedings <i>(provided under seal to Commission only)</i>	19
G	Notarized Affidavit and Verification	22

DATE OF DEPOSIT

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Metro Fibernet, LLC's
Competitive Access Provider Application

Exhibit A

Business Entity Filings and Registration

DATE OF DEPOSIT

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Certified Copy

05/12/2021 11:24:31 AM

Work Order Number: W2021051200791 - 1325650
Reference Number: 20211454001
Through Date: 05/12/2021 11:24:31 AM
Corporate Name: METRO FIBERNET, LLC

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20120577129-26	Merge In - 08/22/2012	8
20110268112-64	Amendment - 04/08/2011	3
20110095974-18	Articles of Organization - 02/07/2011	3



Certified By: Electronically Certified
Certificate Number: B202105131667099
You may verify this certificate
online at <http://www.nvsos.gov>

Respectfully,

Handwritten signature of Barbara K. Cegavske in black ink.

BARBARA K. CEGAVSKE
Nevada Secretary of State

Filed in the Office of <i>Barbara K. Casade</i>	Business Number E0068952011-0
Secretary State Of Nevada	Filing Number 20120577129-26
	Filed On 08/22/2012
	Number of Pages 8



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov

Articles of Merger
 (PURSUANT TO NRS 92A.200)
 Page 1

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Merger
 (Pursuant to NRS Chapter 92A)

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

Lebanon Fibernet, LLC

Name of merging entity

Indiana

Jurisdiction

limited liability company

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

end,

Metro Fibernet, LLC

Name of surviving entity

Nevada

Jurisdiction

limited liability company

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-6708
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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 2

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2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (If a foreign entity is the survivor in the merger - NRS 92A.190):

A(tn): _____
c/o: _____

3) Choose one:

- The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

(a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable



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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 3

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(b) The plan was approved by the required consent of the owners of *:

Lebanon Fibernet, LLC

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or:

Metro Fibernet, LLC

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4820
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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-6708
Website: www.nvso.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

[Empty box for amendments]

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached;

or,

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: [] Time: []

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.



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Articles of Merger
(PURSUANT TO NRS 92A.200)
Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

Lebanon Fibernet, LLC

Name of merging entity

X *John W. Weber*

Signature

Chief Financial Officer

Title

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

and,

Metro Fibernet, LLC

Name of surviving entity

X *John W. Weber*

Signature

Chief Financial Officer

Title

Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

PLAN OF MERGER
OF
LEBANON FIBERNET, LLC
An Indiana limited liability company
INTO
METRO FIBERNET, LLC
A Nevada limited liability company

By this Plan of Merger, LEBANON FIBERNET, LLC, an Indiana limited liability company ("LFN") and METRO FIBERNET, LLC, a Nevada limited liability company ("Survivor"), state, confirm and agree as follows:

FIRST: Survivor hereby merges into itself LFN and LFN shall be and hereby is merged with and into Survivor, which shall be the surviving limited liability company.

SECOND: The terms and conditions of the merger are as follows:

- (a) The Articles of Organization of Survivor shall be the Articles of Organization of Survivor;
- (b) The Operating Agreement of Survivor shall be the Operating Agreement of Survivor;
- (c) The officers of Survivor shall serve until successors are duly elected and qualified;
- (d) The merger shall become effective upon filing the Articles of Merger with the Secretaries of State of Nevada and Indiana;
- (e) Limited liability is retained by Survivor; and
- (f) Upon the effectiveness of the merger, the separate identity, existence and corporate organization of LFN shall cease to exist except as otherwise provided by applicable law. Survivor shall succeed to and possess all the properties, accounts, rights, privileges, powers, franchises and immunities of a public as well as private nature, and be subject to all the debts, liabilities, obligations, restrictions, disabilities and duties, of LFN all without further act, deed or transfer.

THIRD: All of the presently issued and outstanding interests of LFN shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and cease to exist.

FOURTH: The issued interests of Survivor shall not be converted in any manner, but each said interest which is issued as of the effective date of the merger shall continue to represent one issued interest of the Survivor.

FIFTH: The officers of each company shall be authorized to do all acts and things necessary and proper to effect the merger.

IN WITNESS WHEREOF, LFN and Survivor have caused this Plan of Merger to be executed by their respective duly authorized officers on August 1, 2012.

LEBANON FIBERNET, LLC

By: *John A. White*

Name: _____

Title: _____

METRO FIBERNET, LLC

By: *John A. White*

Name: _____

Title: _____



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684-6708
 Website: www.nvsos.gov

Filed in the Office of <i>Deborah K. Cegade</i>	Business Number E0068952011-0
Secretary State Of Nevada	Filing Number 20110268112-64
	Filed On 04/08/2011
	Number of Pages 3

092601

**Amendment to
 Articles of Organization**
 (PURSUANT TO NRS 86.216)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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Certificate of Amendment to Articles of Organization
For a Nevada Limited-Liability Company
Before Issuance of Members Interest
(Pursuant to NRS 86.216)

1. Name of limited-liability company:

MetroNet-General, LLC

2. The articles have been amended as follows: (provide article numbers, if available)*

Article 1. is hereby amended in its entirety and replaced with the following: Name of LLC. Metro FiberNet, LLC

Articles 4 and 5 are hereby deleted in their entirety.

Article 6 is hereby deleted in its entirety and replaced with the following: Management. Metro FiberNet, LLC shall be managed by a manager.

Articles 7 and 8 are hereby deleted in their entirety.

(Previous Articles of Organization and the restated Articles of Organization are attached for reference purposes)

3. The effective date of this certificate, if other than filing date:

(must not be later than 90 days after the certificate is filed)

4. As of the date of this certificate, no member's interest in the limited-liability company has been issued.

5. Signatures represent: at least 2/3 of the (check one)**:



Organizers



Managers

X *Jh Capbell*
 Signature

X _____
 Signature

* 1) If amending company name, it must contain the words "Limited-Liability Company," "Limited Company," or "Limited" or the abbreviations "Ltd.," "L.L.C.," or "L.C.," "LLC" or "LC." The word "Company" may be abbreviated as "Co."

2) If adding managers, provide names and addresses.

** If more than two signatures, attach a plain 8 1/2" x 11" sheet with the additional signatures.

FILING FEE: \$175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 86.216 DLLC Amendment
 Revised 10-16-09

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
METRO FIBERNET, LLC

WHEREAS, the Articles of Organization for MetroNet-General, LLC (the "Company") were originally filed in the State of Nevada on February 7, 2011; and

WHEREAS, there has been no issuance of membership interests to any member of the Company; and

WHEREAS, pursuant to N.R.S. §86.215 and the other provisions of the Nevada Limited Liability Company Act, N.R.S. Chapter 86 (the "Act"), the organizer may file amended Articles of Organization before the issuance of membership interests;

NOW, THEREFORE, the undersigned, being the original organizer of the Company, hereby certifies the following:

The following Articles of Organization hereby replace in their entirety the Articles of Organization of the Company previously filed with the Nevada Secretary of State on February 07, 2011.

1. Name of the Company- The name of the Company is: METRO FIBERNET, LLC
2. Resident Agent Name and Street Address - The name of the resident agent for service of process on the Company in the State of Nevada is National Registered Agents, Inc. of NC. The address of the resident agent of the LLC is 1000 East William Street Suite 204, Carson City, NV 89701.
3. Date of Formation and Effective Date - The date of formation and the effective date of the Company shall be February 07, 2011.
4. Management. The management of the Company shall be by manager(s).

IN WITNESS WHEREOF, the undersigned hereby executes these Amended and Restated Articles of Organization in accordance with the provisions of N.R.S. 86.215 on February 21, 2011.



John Campbell, Organizer

ARTICLES OF ORGANIZATION
OF
METRONET-GENERAL, LLC

The undersigned, being an authorized person for purposes of executing this Articles of Organization on behalf of MetroNet-General, LLC, a Nevada Limited Liability Company (the "LLC", desiring to comply with the requirements of N.R.S. §86.161 and the other provisions of the Nevada Limited Liability Company Act, N.R.S. Chapter 86 (the Act), hereby certifies as follows:

1. Name of the LLC- The name of the LLC is: METRONET-GENERAL, LLC.
2. Resident Agent Name and Street Address - The name of the resident agent for service of process on the LLC in the State of Nevada is National Registered Agents, Inc. of NC. The address of the resident agent of the LLC is 1000 East William Street Suite 204, Carson City, NV 89701.
3. Date of Formation and Effective Date - The date of formation and the effective date of the LLC shall be the date of filing of these Articles of Organization with the Secretary of State of the State of Nevada.
4. Series LLC. This is a Series LLC which may establish designated series of members, managers, limited liability company interests having separate rights, powers or duties with respect to specified property or obligations of the limited liability company or profits and losses associated with specified property or obligations of the LLC, or profits and losses associated with specific property or obligations and, to the extent provided in this LLC's operating agreement, any such series may have a separate business purpose or investment objective and/or limitation on liabilities of such series in accordance with the provisions of N.R.S. §86.296.
5. Debts and Liabilities. The debts and liabilities of a designated series of this LLC are to be enforceable against the assets of that series only and not against the assets of another series or against the LLC generally. No debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the LLC generally or any other series are enforceable against the assets of a specific series.
6. Management. Unless otherwise provided in the LLC's operating agreement, the management of each series of this LLC shall be vested in as manager .
7. Personal Liabilities of Managers. No manager or agent of and series of this LLC shall be liable to the LLC generally, or to the members of a specific series for damages for any acts or omissions constituting a breach of fiduciary duty in the performance of his or her duties as a manager of this LLC, unless such acts or omissions involve intentional misconduct, fraud or a knowing violation of the law.



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 4
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov

Filed in the Office of <i>Deborah K. Coyote</i>	Business Number E0068952011-0
Secretary State Of Nevada	Filing Number 20110095974-18
	Filed On 02/07/2011
	Number of Pages 3

**Articles of Organization
 Limited-Liability Company**
 (PURSUANT TO NRS CHAPTER 86)

(This document was filed electronically.)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: <small>(must contain approved limited-liability company wording; see instructions)</small>	METRONET-GENERAL L.L.C.	Check box if a Series Limited-Liability Company <input checked="" type="checkbox"/>	Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Service of Process: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent: NATIONAL REGISTERED AGE-SEE ATTACHED <small>Name</small> <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) <small>Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity</small> <small>Street Address</small> Nevada <small>City</small> Zip Code <small>Mailing Address (if different from street address)</small> Nevada <small>City</small> Zip Code		
3. Dissolution Date: <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):		
4. Management: <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) <small>(check only one box)</small>		
5. Name and Address of each Manager or Managing Member: <small>(attach additional page if more than 3)</small>	1) QC MANAGEMENT, LLC <small>Name</small> 8837 BOND STREET OVERLAND PARK KS 66214 <small>Street Address</small> <small>City</small> <small>State</small> <small>Zip Code</small> 2) <small>Name</small> <small>Street Address</small> <small>City</small> <small>State</small> <small>Zip Code</small> 3) <small>Name</small> <small>Street Address</small> <small>City</small> <small>State</small> <small>Zip Code</small>		
6. Name, Address and Signature of Organizer: <small>(attach additional page if more than 1 organizer)</small>	<input checked="" type="checkbox"/> JOHN CAMPBELL <small>Name</small> 8837 BOND STREET OVERLAND PARK KS 66214 <small>Address</small> <small>City</small> <small>State</small> <small>Zip Code</small> <small>Organizer Signature</small>		
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/> NATIONAL REGISTERED AGENTS, INC. OF NV 2/7/2011 <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</small> <small>Date</small>		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 LLC Articles
 Revised 9-9-10

Articles of Organization

(PURSUANT TO NRS CHAPTER 86)

CONTINUED

Includes data that is too long to fit in the fields on the NRS 86 Form and all additional managers and organizers

ENTITY NAME:	METRONET-GENERAL L.L.C.
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FOREIGN NAME TRANSLATION:	Not Applicable
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REGISTERED AGENT NAME:	NATIONAL REGISTERED AGENTS, INC. OF NV
---------------------------	---

STREET ADDRESS:	Not Applicable
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MAILING ADDRESS:	Not Applicable
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Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

December 9, 2024

Corporation Service Company
2595 INTERSTATE DRIVE, SUITE 103
HARRISBURG, PA 17110

Entity Name: Metro Fibernet, LLC
Entity File Date: December 4, 2024
Entity Number: 0014024887
Filing Type: Foreign Limited Liability Company

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 to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.

**Metro Fibernet, LLC's
Competitive Access Provider Application**

Exhibit B

Applicant's Current non-Pennsylvania Certifications

DATE OF DEPOSIT

APR 9 2025

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

Metro Fibernet, LLC's Competitive Access Provider Application
 Exhibit B

<u>Jurisdiction</u>	<u>Entity/Entities</u>	<u>Type of Authorization(s)</u>
Colorado	Metro Fibernet, LLC	Certificate of Public Convenience and Necessity to Provide Part IV Services
Florida	Metro Fibernet, LLC	Telecommunications Service
Illinois	Metro Fibernet, LLC	Facilities-based non-prepaid interexchange and local exchange
Indiana	Metro Fibernet, LLC	Communications Service Provider (facilities-based local exchange and interexchange services; information services)
Iowa	Metro Fibernet, LLC	Local Exchange Telecommunications Service Provider Registration
Kansas	Metro Fibernet, LLC	Competitive Exchange and Exchange Access and Interexchange Carrier Services
Kentucky	Metro Fibernet, LLC	Competitive Local Exchange Carrier
Michigan	Metro Fibernet, LLC	Basic local exchange license ITSP Registration – Broadband Fiber, Competitive Access Provider, Competitive Local Exchange Carrier, VoIP Provider
Minnesota	Metro Fibernet, LLC	Facilities-based competitive local exchange service
Missouri	Metro Fibernet, LLC	Basic Local Telecommunications Service and Interexchange Telecommunications Service Interconnected Voice Over Internet Protocol Registration
Nebraska	Metro Fibernet, LLC	Local Exchange and Interexchange Carrier of Telecommunications Service
Nevada	Metro Fibernet, LLC	Competitive Telecommunications Provider

Metro Fibernet, LLC's Competitive Access Provider Application
 Exhibit B

<u>Jurisdiction</u>	<u>Entity/Entities</u>	<u>Type of Authorization(s)</u>
North Carolina	Metro Fibernet, LLC	Intrastate local exchange and exchange access telephone service
Ohio	Metro Fibernet, LLC	Competitive Local Exchange and Interexchange Service
Oklahoma	Metro Fibernet, LLC	Facilities-based local exchange; resold local exchange; and intrastate interexchange telecommunications services
Texas	Metro Fibernet, LLC	Facilities-based, data services, and resale telecommunications services
Virginia	Metro Fibernet, LLC	Local Exchange Telecommunications Services
Washington	Metro Fibernet, LLC	Competitive Telecommunications Company
Wisconsin	Metro Fibernet, LLC	Alternative Telecommunications Utility authorized to offer facilities-based and resold intrastate telecommunications services, access services, and all other telecommunications services available for certification

States Pending Approval:

Arizona
 New Jersey
 Tennessee
 Oregon

Metro Fibernet, LLC's
Competitive Access Provider Application

Exhibit C

Applicant's Proposed CAP Tariff

DATE OF DEPOSIT

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Metro Fibernet, LLC.

**COMPETITIVE ACCESS PROVIDER
Regulations and Schedule of Charges**

Provided by

**Metro Fibernet, LLC
11880 College Blvd., Suite 100
Overland Park, KS 66210**

**Applying to Dedicated Point-To-Point Communications Services for Business Customers
Between Points in the Commonwealth of Pennsylvania and Containing Rates, Rules, and
Regulations Governing Services.**

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business: 11880 College Blvd., Suite 100 Overland Park, KS 66210.

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 1996, 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.

Check Sheet

Pages of this tariff (the "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 the page.

Page Number	Number of Revision	Page Number	Number of Revision
1	Original*	21	Original*
2	Original*	22	Original*
3	Original*	23	Original*
4	Original*	24	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*		
19	Original*		
20	Original*		

*Included in this filing.

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LIST OF MODIFICATIONS

None. For future use.

EXPLANATION OF SYMBOLS

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

- (I) To signify a rate increase
- (D) To signify a rate decrease
- (C) To signify changed listing, rule, or condition which may affect rates or charges

TARIFF FORMAT

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.

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 4th revised Page 14 cancels the 3rd Revised Page 14.

Paragraph Numbering Sequence – There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.

2.

2.1.

2.1.1.

2.1.1.A.

SECTION 1 - DEFINITIONS

Business Hours: The time after 8:30 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where Company makes a copy of Company's Tariff available for public inspection during Business

Commission: The Pennsylvania Public Utility Commission.

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

Company: Metro Fibernet, LLC.

Customer: The person, firm, or corporation that orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

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

Delinquent or Delinquency: An account for which payment has not been made in full on or before the last day for Timely Payment.

Head End: A physical location, building, or structure used to house Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis or ICB: Customer-specific arrangement that may vary from Tariff in rates, terms, and/or conditions according to Customer-specific requirements and Service-specific parameters.

Interruption: The inability to receive Service due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than Company. Any Interruption allowance provided within this Tariff by Company shall not apply where Service is interrupted by the negligence or willful act of Customer, or where Company, pursuant to the terms of this Tariff, terminates Service because of non-payment of bills, unlawful or improper use of Company's facilities or Service, or any other reason covered by this Tariff or by applicable law.

Nonrecurring Charges: Charges to Customer for Services and equipment, assessed by Company once, usually at the origination or termination of Services, and/or installation of equipment.

Recurring Charges: Monthly, quarterly, or other periodic charges to Customer for Services and equipment, which continue for the agreed-upon duration of the Service.

Service: Any Service or Services, singly or in any combination, offered pursuant to the terms of this Tariff.

Telecommunications: The transmission of voice and/or data communications between two points.

Timely Payment: A payment on Customer's account made on or before the due date.

Term Agreement: An agreement between Company and Customer for a fixed period of time.

SECTION 2 - APPLICATION OF TARIFF

This Tariff sets forth all effective information, terms, conditions, rates, and charges relating to Company's Competitive Access Provider ("CAP") Services that originate and terminate in the Commonwealth of Pennsylvania. The CAP Service offered by Company in Pennsylvania is dedicated point-to-point private line Service.

If Company enters into an Individual Case Basis arrangement for Services with a Customer, the provisions of that agreement shall supersede the terms of this Tariff.

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

This Tariff is on file with the Commission, and copies may be inspected during normal Business Hours at Company's Business Office identified above.

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 1996, 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.

SECTION 3 - GENERAL REGULATIONS**2.1 DESCRIPTION OF SERVICE**

Company provides facilities-based competitive Telecommunications services. Service is offered for private line point-to-point circuits to business and enterprise Customers pursuant to the terms of this Tariff.

Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities.

Services are offered via Company's facilities (whether owned, leased, or under contract) where available, in combination with facilities or resold Services provided by other carriers or providers.

2.2 TERMS AND CONDITIONS

2.2.1 A Service may be initiated only based on a Service request by a potential Customer. To initiate a Service request for a Service purchased pursuant to this Tariff, Customer must complete a Service application and provide the information required by Company on such application, including at a minimum: Customer's name; an address to which Company shall provide Service; the Service requested; and a billing address (if different than the Service address). The Service application does not itself bind either Customer to subscribe to the Service or Company to provide the Service. If the Service application is accepted by the Company, Customer shall enter into Company's standard written agreement for the requested Service(s). If a potential Customer enters into an ICB written contract with the Company, the terms and conditions of that contract apply to the Service(s) provided.

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

2.3 LIMITATIONS OF SERVICE

- 2.3.1** Services requested by Customer pursuant to this Tariff are offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2** Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when Service is used in violation of provisions of this Tariff or the law.
- 2.3.3** Company does not undertake to transmit messages, but offers the use of its Services when available, and, as more fully set forth elsewhere in this Tariff, Company shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing Service, as determined by Company in its reasonable judgment.
- 2.3.5** Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.4 SHORTAGE OF FACILITIES OR EQUIPMENT

- 2.4.1** Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control.
- 2.4.2** 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 Company's facilities as well as facilities Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of Company.

2.5 CONTRACTS

Individual Case Basis Service Contracts will be used for various Service offerings and special arrangements or construction. ICB Contracts will be offered in response to the specific, individual requirements of Customer. Such ICB contract rates or customer-specific pricing differs from Company's standard or general Tariffed offerings because they are based on special circumstances such as a volume or term commitment, or a Customer-specific Service arrangement.

ICB Contract offerings will be made available to similarly situated Customers in substantially similar circumstances.

The rates, terms, and conditions of ICB Contracts will prevail in the case of a conflict with the rates, terms, and conditions of this Tariff.

2.6 USE OF SERVICE

2.6.1 Service may be used by Customer for any lawful purpose for which the Service is technically suited.

2.6.2 Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, process, or code. All right, title, and interest to such items remains, at all times, solely with Company.

2.6.3 Use and Ownership of Equipment

Company's equipment, apparatus, channels, and lines shall be carefully used. Equipment furnished by Company shall remain its property and shall be returned to Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). Customer is required to reimburse Company for any loss of, or damage to, the facilities or equipment on Customer Premises, including loss or damage caused by agents, employees, or independent contractors of Customer through any negligence.

2.7 RESPONSIBILITIES OF CUSTOMER

Customer is responsible for: 1) placing any necessary orders, 2) complying with Tariff regulations, 3) assuring that users comply with Tariff regulations, and 4) payment of charges set forth herein. Customer is responsible for arranging access to the premises at times mutually agreeable to Company and Customer when required for installation, repair, maintenance, inspection, or removal of equipment associated with the provision of Company Services.

Customer is responsible for maintaining its terminal and interconnection equipment and facilities in good operating condition. Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer Premises.

2.8 CUSTOMER ADVANCE PAYMENTS**2.8.1 Advance Payments**

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

2.9 RENDERING AND PAYMENT OF BILLS

Customer is responsible for payment of all charges for Services and equipment furnished by Company to Customer. All charges due by Customer are payable to Company or to Company's authorized billing agent upon presentation of the bill. Any objections to billed charges must be reported to Company or its billing agent within ninety (90) days after receipt of bill. Adjustments to Customer's bill shall be made to the extent circumstances exist that reasonably indicate that such changes are appropriate.

2.9.1 Bill Payment

Bills are due and payable on the date of presentation. Bills will be considered past due thirty (30) days after issuance and posting of the invoice.

2.9.2 Surcharges

In addition to other sales and usage taxes, Company may add to Customer's bill certain federal, state, and local surcharges. Such charges shall be separately stated on Customer's bill.

2.9.3 Previous Charges on Bill

A bill will not include any previously unbilled charge for Service furnished prior to one hundred eighty (180) days immediately preceding the date of the bill.

2.10 DISPUTED BILLS

Customers shall notify Company's customer service organization of billing disputes in writing. In the case of a dispute between Customer and Company as to the correct amount of a bill rendered by Company for Service furnished to Customer, which cannot be resolved with mutual satisfaction, Customer may make the arrangements set forth below. Company will not suspend or discontinue Customer's Service for non-payment so long as Customer complies with the procedures set forth in this Section.

2.10.1 Company Investigation

Customer shall make a written request, and Company shall comply with the request, for an investigation and review of the disputed amount. Inquiries or disputes regarding Customer bills shall be directed to:

Metro Fibernet, LLC
Attn: Business Customer
Service
11880 College Blvd., Suite 100
Overland Park, KS 66210

2.10.2 Undisputed Portion of Bill

The undisputed portion of the bill must be paid in accordance with the payment terms above. If the undisputed portion of the bill and subsequent bills become Delinquent as described herein, the Service may be subject to disconnection so long as Company has notified Customer by written notice of such Delinquency and impending termination.

2.10.3 Payment of Disputed Portion of Bill

In order to avoid disconnection of Service and late payment charges, the disputed amount must be paid within 14 calendar days after the date on which Company notifies Customer that the investigation and review are complete, and that payment of the disputed amount of the bill must be made to avoid suspension or discontinuance of Service. However, Company will not suspend or discontinue Service prior to the date any payment is due in accordance with the payment terms above.

2.10.4 Commission Inquiries or Complaints

If, after investigation by Company, a dispute remains as to Customer's bill, Customer may submit an inquiry or complaint to the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, Harrisburg, PA 17120, 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.

2.11 DISCONTINUANCE AND RESTORATION OF SERVICE**2.11.1 Discontinuance of Service by Customer**

Customer may discontinue Service upon written notice to Company no less than thirty (30) days prior to the date on which Customer wishes to discontinue Service. Company shall hold Customer responsible for payment of all bills for Service furnished until the cancellation date specified by Customer or until the date that the written cancellation notice is received, whichever is later. Customer may also be responsible for charges incurred by Company for special arrangement or special construction, as described in this Tariff. A termination liability charge applies to early cancellation of a Term Agreement.

At the expiration of the initial term specified in Customer's Service order, or any extension thereof, Service shall continue month-to-month at the then-current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay charges incurred under the Service order or this Tariff prior to termination.

2.11.2 Discontinuance of Service by Company with Notice

Company may discontinue Service to Customer by providing seven (7) days written notice for:

- (a) Failure of Customer to meet Company's credit requirements;
- (b) Failure of Customer to make proper application for Service;
- (c) Customer's breach of the contract for Service between Company and Customer pursuant to this Tariff;
- (d) Failure of Customer to furnish such Service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Company as a condition of obtaining Service;
- (e) Violations, or failure to comply with, any regulation governing the Service under this Tariff;
- (f) A violation of any law, rule, or regulation of any government authority having jurisdiction over the Service;
- (g) Non-payment of any undisputed sum due to Company for Service more than thirty (30) days beyond the date the bill was posted;
- (h) Neglect or refusal to provide Company reasonable access for the purpose of inspection and maintenance of equipment owned by Company;
- (i) When necessary for Company to comply with any order, decision, or request of any governmental authority having jurisdiction;
- (j) If necessary to protect Company or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services without notice;
- (k) Unlawful, unauthorized, or fraudulent use of the Service or use of the Service for unlawful purposes; or
- (l) If Customer provides false information to Company regarding Customer's identity, address, creditworthiness, or past, current, or planned use of Company's Services

2.11.3 Discontinuance of Service by Company without Notice

Company may discontinue Service to Customer without notice;

- (a) In the event Customer is tampering with Company's equipment,
- (b) In the event of a condition determined to be hazardous to Customer, to other Customers of Company, to Company's equipment, the public, or to employees of Company, or
- (c) In the event of Customer's use of equipment in such a manner as to adversely affect Company's equipment or Company's Service to others.

2.11.4 Timing of Discontinuance

Service will not be discontinued on any Friday, Saturday, Sunday, or Holiday, or at any time when Company's Business Offices are not open to the public, except where an emergency exists, as reasonably determined to exist by Company.

2.11.5 Re-connection After Non-payment

Service may be restored after discontinuance for nonpayment if Customer establishes creditworthiness. A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to Company and may be required to pay reconnect charges.

2.11.6 Disconnection Due to Fraud

Company reserves the right to refuse to re-establish Service to a Customer for whom Service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

2.11.7 Termination Liability

2.13.7.1 Unless otherwise specified in an ICB contract, the termination liability for Services purchased under a Term Agreement for Service purchased under this Tariff will be equal to the lesser of either:

- (a) One hundred percent (100%) of the unpaid monthly Recurring Charges applicable to the remaining portion of the term, or
- (b) The difference between the monthly rate for the selected term plan and the monthly rates for the longest-term plan that Customer could have satisfied prior to early discontinuance of Service.

2.13.7.2 In addition to the liability for monthly Recurring Charges as set forth in Section 2.13.7.1, above, Customer may also be held responsible for Nonrecurring Charges related to some or all costs for construction or rearrangement of facilities needed for special arrangements and construction, if not previously paid by Customer.

2.12 NOTICES

Notices provided to Customer by Company shall be as follows:

2.12.1 Rate Information

Rate information and information regarding the terms and conditions of Service provided pursuant to this Tariff shall be provided in writing upon request by a current or potential Customer. Notice of rate increases and/or more restrictive terms or conditions of Service provided pursuant to this Tariff shall be provided in writing to Customers and postmarked at least twenty-five (25) days prior to the effective date of the change or on the date when the Commission approves such change.

2.12.2 Discontinuance of Service Notice

2.14.2.1 Notice by Customer

Customer is responsible for notifying Company in writing of its desire to discontinue Service at least thirty (30) days prior to such date of disconnection.

2.14.2.2 Notice by Company

Notices to discontinue Service purchased pursuant to this Tariff for nonpayment of bills shall be provided in writing by first class mail to Customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:

- (a) The name and address of Customer whose account is Delinquent.
- (b) The amount that is Delinquent.
- (c) The date when payment or arrangements for payment are required in order to avoid termination.
- (d) The telephone number of a representative of Company who can provide additional information or institute arrangements for payment.

2.12.3 Change in Ownership or Identity

Company shall notify Customer of a change in corporate ownership or identity of Company on Customer's next monthly bill.

2.12.4 Rules for Company Notices

Notices Company sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of ten (10) and are deemed made on date of presentation.

2.13 INFORMATION TO BE PROVIDED TO THE PUBLIC

Company's Tariffs are available for inspection and information regarding Company's Service is available upon request and open to public inspection by inquiring in person or writing to:

Metro Fibernet, LLC
ATTN: Regulatory Department
11880 College Blvd., Ste. 100
Overland Park, KS 66210

2.14 LIABILITY**2.14.1 Limitations of Liability**

The Company makes no representations or warranties regarding the specific quality of any services, or facilities provided pursuant to this Tariff and disclaims, without limitation, any warranty or guarantee of merchantability or fitness for a particular purpose, arising from course of performance, course of dealing, or from usages. The Company shall not be liable for any indirect, incidental, consequential, reliance, punitive, or special damages of any entity receiving services pursuant to the Tariff. These include, without limitation, damages for harm to business, lost revenues, lost savings, or lost profits, regardless of the form of action.

2.15 SERVICE INTERRUPTIONS AND CREDITS

If applicable, credit allowance for Interruptions of Service which are not due to Company's testing or adjusting, to the negligence of Customer, or to the failure of channels, equipment, or communications systems provided by Customer are subject to the limitations on liability set forth above. It shall be the obligation of Customer to notify Company of any Interruptions in Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, within its control, and is not in wiring or equipment connected to the terminal of Company.

2.16 EMERGENCIES

The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.17 PRORATED BILLS

Any prorated bill shall use a 30-day month to calculate the *pro rata* amount. Prorating shall apply only to Recurring charges. All Nonrecurring and usage Charges incurred during the billing period shall be billed in addition to prorated amounts.

2.18 SERVICE CONNECTIONS AND FACILITIES ON CUSTOMER PREMISES**2.18.1 Provisioning Services**

Service furnished by Company may be interconnected with Services or facilities of other Common Carriers and with private systems, subject to the technical limitations established by Company. Services furnished by Company is not part of a joint undertaking with such other Common Carriers.

2.18.2 Interconnection

Interconnection with the facilities or Services of other Common Carriers shall be under the applicable terms and conditions of the other Common Carrier's Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

2.18.3 Customer Equipment

Company's facilities and Service may be used with or terminated in Customer-provided connections, terminal equipment, and/or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's Service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the Telecommunications industry.

2.19 DEMARCATION POINT

Company will provide facilities, equipment, and Services to its network demarcation point. Company is responsible for the provisioning and maintenance of its facilities, equipment, and Services to the network demarcation point, including those located at that point.

Customer is responsible for the completion of Services beyond Company's network demarcation point. Customer requested Services beyond the network demarcation point may be provided by Company at Customer's expense.

2.20 DISCLAIMER OF WARRANTIES

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

2.21 FORCE MAJEURE

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

SECTION 4 - SERVICE AREA

Company's Services are available statewide. The obligation of Company to provide Service is dependent upon its ability to procure, construct, and maintain the facilities that are required for the applicable Customer arrangement.

SECTION 5 - CAP SERVICES OFFERED**5.1 ETHERNET SERVICE DESCRIPTION**

Ethernet Service is a high speed, fiber-based data service which uses a shared fiber backbone network to allow for the interconnection of local area networks ("LANs") using the Ethernet protocol defined by IEEE 802.3. Ethernet Service includes, without limitation, the following types of Services:

Ethernet Private Line (EPL) service is a point-to-point port-based Dedicated Layer 2 Ethernet Transport service utilizing dedicated fiber with speeds up to 10 Gbps.

Ethernet Virtual Private Line (EVPL):

A Virtual Local Area Network (VLAN) based service providing multiplexed User Network Interfaces (UNIs) allowing multiple Ethernet Virtual Circuits (EVCs) per UNI. Bandwidth ranges from 3Mbps to 5Gbps. EVPL configurations have more than 2 locations – each requiring a UNI connection.

Ethernet Private LAN (EP-LAN):

A VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs. E-LAN configurations have more than 2 locations – each requiring a UNI connection.

External Network to Network Interface (E-NNI)

An interconnection point between Company and Customer on Ethernet networks as defined in MEF Specification 26. E-NNI is typically delivered at port ranges between 10Mbps and 10Gbps.

5.2 ETHERNET SERVICE REQUIREMENTS

5.2.1 Ethernet Service is available for a term period of 12 months, 24 months, 36 months, or 60 months typically. In any case, the minimum service period for Ethernet Service is 12 months.

5.2.2 The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:

10/100T
1000T
1000LX
1000SX
10 GigE

5.2.3 The installation of Ethernet Service is based on a negotiated interval.

5.2.4. The Customer is responsible for any inside wire and associated equipment required in connecting the LAN to the Ethernet Optical Network equipment and the installation operation and maintenance of any Customer provided equipment.

5.2.5. 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.

5.2.6 The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.

5.2.7 A change in location or change of the type of circuit 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.

5.3 RATES AND CHARGES

Ethernet Private Line (EPL)

Product Name	12 Mos Rate/per mo	24 Mos Rate/per mo	36 Mos Rate/per mo	60 Mos Rate/per mo
EPL 10Mb/10Mb	\$375	\$350	\$275	\$250
EPL 20Mb/20Mb	\$425	\$375	\$325	\$300
EPL 50Mb/50Mb	\$550	\$500	\$435	\$405
EPL 100Mb/100Mb	\$700	\$600	\$530	\$500
EPL 200Mb/200Mb	\$825	\$725	\$675	\$600
EPL 500Mb/500Mb	\$1,025	\$900	\$840	\$775
EPL 1Gb/1Gb	\$1,350	\$1,060	\$1,000	\$965
EPL 2Gb/2Gb	\$1,650	\$1,375	\$1,250	\$1,185
EPL 5Gb/5Gb	\$2,075	\$1,625	\$1,500	\$1,435
EPL 10Gb/10Gb	\$2,675	\$2,000	\$1,875	\$1,810

Ethernet Virtual Private Line (EVPL), Ethernet Private LAN (EP-LAN)

UNI prices below are for 1 ON-NET service location only.

Product Name	12 Mos Rate/per mo	24 Mos Rate/per mo	36 Mos Rate/per mo	60 Mos Rate/per mo
UNI 10Mb/10Mb	\$375	\$350	\$275	\$250
UNI 20Mb/20Mb	\$425	\$375	\$325	\$300
UNI 50Mb/50Mb	\$550	\$500	\$435	\$405
UNI 100Mb/100Mb	\$700	\$600	\$530	\$500
UNI 200Mb/200Mb	\$825	\$725	\$675	\$600
UNI 500Mb/500Mb	\$1,025	\$900	\$840	\$775
UNI 1Gb/1Gb	\$1,350	\$1,060	\$1,000	\$965
UNI 2Gb/2Gb	\$1,650	\$1,375	\$1,250	\$1,185
UNI 5Gb/5Gb	\$2,075	\$1,625	\$1,500	\$1,435
UNI 10Gb/10Gb	\$2,675	\$2,000	\$1,875	\$1,810
Additional EVC	\$50	\$50	\$50	\$50

All Off-Net Services are offered on an ICB basis.

Metro Fibernet, LLC's
Competitive Access Provider Application

CONFIDENTIAL
Exhibit D

Applicant's Financial Fitness Documentation

(Provided under seal to Commission only)

DATE OF DEPOSIT

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Metro Fibernet, LLC's
Competitive Access Provider Application

Exhibit E
Certificate of Service

DATE OF DEPOSIT

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of Metro Fibernet's Competitive Access Provider Application upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Office of Consumer Advocate

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

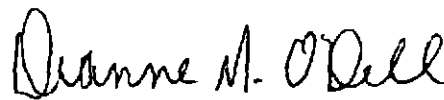
Office of Attorney General

Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

Office of Small Business Advocate

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

Dated: April 9, 2025



Deanne M. O'Dell, Esq.

Metro Fibernet, LLC's
Competitive Access Provider Application

CONFIDENTIAL
Exhibit F

Regulatory and Judicial Proceedings

(Provided under seal to Commission only)

DATE OF DEPOSIT

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARYS BUREAU

**Metro Fibernet, LLC's
Competitive Access Provider Application**

Exhibit G

Notarized Affidavit and Verification

DATE OF DEPOSIT

APR 9 2025

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

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

AFFIDAVIT

State of Kansas

ss.

County of Wyandotte

Rose Mulvany Henry, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the Vice President of Regulatory Affairs of Metro Fibernet, LLC;

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

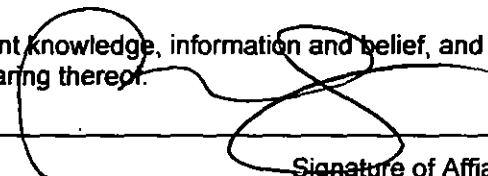
That **Metro Fibernet, LLC**, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania,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

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

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

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



Signature of Affiant

Sworn and subscribed before me this 4th day of April, 2025.

LAUREN CUSICK
Notary Public-State of Kansas
My Appt. Expires 03/13/25



Signature of official administering oath

My Commission expires 03/13/28

23. § 1.36 Verification.

DATE OF DEPOSIT

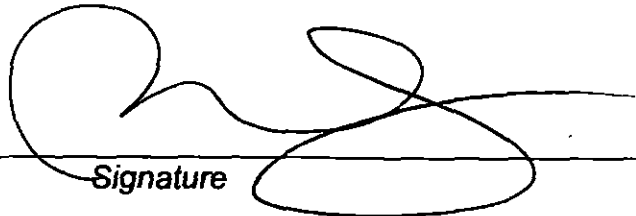
Verification

APR 9 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

I, Rose Mulvany Henry, Vice President of Regulatory Affairs of Metro Fibernet, LLC, 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).

4/4/2025
Date


Signature

Rose Mulvany Henry
Printed name

Sworn and subscribed before me this 4th day of April, 2025.

LAUREN CUSICK
Notary Public-State of Kansas
My Appt. Expires 03/13/28


Signature of official administering oath

My Commission expires 03/13/28

ORIGIN ID: MDTA (717) 237-6000
DEANNE M ODELL, ESQ.
ECKERT SEAMANS CHERIN & MELLOTT
213 MARKET ST
8TH FLR
HARRISBURG, PA 17101
UNITED STATES US

SHIP DATE: 09APR25
ACTWGT: 1.00 LB
CAD: 103210876/NET4820

BILL SENDER

TO PA PUBLIC UTILITY COMMISSION
ROSEMARY CHIAVETTA, SECRETARY
400 NORTH STREET, 2ND FLOOR

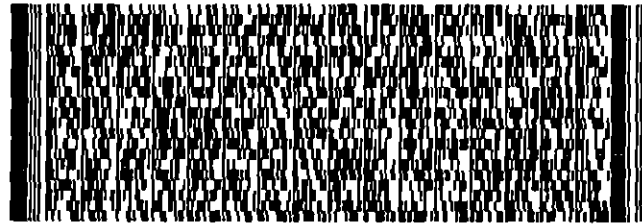
HARRISBURG PA 17120

(717) 772-7777

REF: 501521-01

INV.
PO

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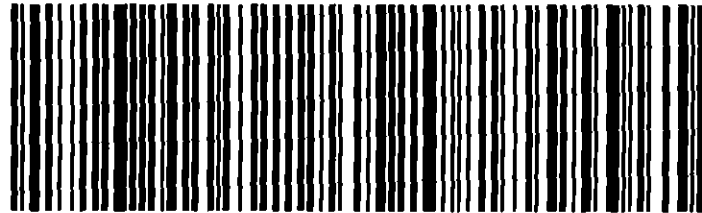
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16 MDTA

17120
PA-US MDT



RECEIVED

APR 10 2025

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

After printing this label:

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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