

THE VAN DE VERG LAW OFFICE

Attorney & Counselor at Law

June 12, 2026

VIA E-FILING & OVERNIGHT DELIVERY

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Application of Network Infrastructure, LLC for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania

Dear Secretary Homsher:

On behalf of Network Infrastructure, LLC, enclosed for electronic filing with the Commission is the Public Version of the above-referenced Application. The filing fee in the amount of \$250 is being paid by credit card through the Commission's ePay system.

Please note that **Confidential Exhibits F and G** have been redacted from the Public Version of the Applications, and will be provided by overnight delivery service as paper copies under seal. The Applicant considers the information in Confidential Exhibits F and G to be confidential and requests that access to them be limited to Commissioners and Staff who are involved in consideration of the Application, and that these exhibits not be posted to any public website or maintained in any public file or otherwise made accessible to the public.

Please acknowledge receipt of this filing, and do not hesitate to contact me with any questions or concerns.

[Continued on next page]

VAN DE VERG LAW OFFICE LLC

Christopher F. Van de Verg, Esq.

2214 Old Emmorton Road, Suite 200 • Bel Air, MD 21015

chris@vandeverg.law

*Also licensed to practice law in Pennsylvania and New York state

Respectfully submitted,

Christopher Van de Verg

Christopher F. Van de Verg, Esq.

Pa. Bar No. 330088

Counsel to Network Infrastructure, LLC

Copy: See Certificate of Service (Public Version of Application only)

Application of:

Network Infrastructure, LLC

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

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

Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075
(443) 992-3450

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.

VAN DE VERG LAW OFFICE LLC
Christopher Van de Verg, Esq.
2214 Old Emmorton Road, Suite 200
Bel Air, MD 21015
(484) 283-8529
chris@vandeverg.law

- 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.

Greg Tully, President
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075
(443) 992-3450
gtully@nbcllc.com

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

Greg Tully, President
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075
(443) 992-3450
gtully@nbcllc.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.

Steve Weber, General Counsel
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075
(410) 340-8754
sweber@nbcllc.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
5235 NORTH FRONT STREET
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.

Not applicable as the Applicant is an LLC, not a partnership.

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 Maryland. The Applicant's Foreign Registration Statement with the Pennsylvania Department of State is attached hereto as **Exhibit A** and its Articles of Organization are attached hereto as **Exhibit B**.

Give name and address of officers:

Greg Tully, President
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

Steve Weber, General Counsel
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

Craig Bartlett, Chief Financial Officer
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

Brief management biographies are attached hereto as **Exhibit C**.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

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

X 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.

The Applicant has two non-jurisdictional affiliates doing business in Pennsylvania:

Network Building + Consulting, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

Network Towers II, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

The Applicant has no jurisdictional affiliates operating in Pennsylvania.

A corporate organizational chart is attached hereto as **Exhibit D**.

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

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

However, the Applicant has filed an application to provide public utility service with the North Carolina Utilities Commission and plans to file similar applications with other state commissions in the near future.

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)

X 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.

The Applicant seeks authority to offer resold and facilities-based non-switched local and interexchange telecommunications services. Initially, the Applicant intends to offer only fiber and collocation services to a variety of business subscribers statewide.

11. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

The Applicant seeks authority to provide competitive access services throughout the Commonwealth of Pennsylvania.

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 Applicant proposes to market competitive access services to telecommunications carriers, internet service providers and other business and institutional customers. The Applicant does not propose to market services to residential customers.

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.

The Applicant's proposed tariff for competitive access services is attached hereto as **Exhibit E**.

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.

The Sole Member of Applicant is NBC&C Master Holdco, LLC.

The most recent Balance Sheet, Income Statement, and Cash Flow Statement of NBC&C Master Holdco, LLC is attached hereto as **Confidential Exhibit F**.

The Applicant's tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania is attached hereto as **Confidential Exhibit G**.

The Applicant maintains its accounting records in Maryland and the custodian is:

Craig Bartlett, Chief Financial Officer
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

15. **START DATE:** The Applicant proposes to begin offering services on or about November 1, 2026.
16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

Not applicable as no such further developments or related proceedings exist.

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.

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

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

Neither the Applicant, any affiliate, any predecessor of either, or any person identified in this Application has been convicted of a crime involving fraud or similar activity.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is

subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.

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

Applicant: **Network Infrastructure, LLC**

By: 
Title: President

AFFIDAVIT

[Commonwealth/State] of Maryland

:
:
: ss.

County of Anne Arundel

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

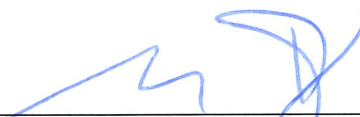
Affiant is the President of Network Infrastructure, LLC;

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

That Network Infrastructure, 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;

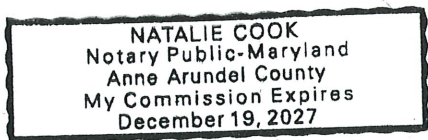
That Network Infrastructure, LLC, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations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


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



Signature of Affiant

Sworn and subscribed before me this 11th day of June, 2026.
Month Year





Signature of official administering oath

My Commission expires 12/19/2027.

List of Exhibits

Exhibit A - Foreign Registration Statement

Exhibit B - Articles of Organization

Exhibit C - Management Biographies

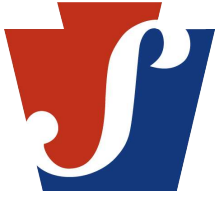
Exhibit D - Corporate Organizational Chart

Exhibit E - Proposed Tariff for Competitive Access Provider Services

Confidential Exhibit F - Parent Financial Statements

Confidential Exhibit G - Tentative balance sheet and projected income statement

Exhibit A - Foreign Registration Statement



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
E: RA-CORPS@pa.gov
dos.pa.gov/BusinessCharities

May 22, 2026

Corporation Service Company
5235 NORTH FRONT STREET
HARRISBURG, PA 17110

Entity Name: Network Infrastructure, LLC
Entity File Date: May 22, 2026
Entity Number: 0015498797
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.

As of 2025, annual reports are required for all domestic filing entities, limited liability general partnerships, and registered foreign associations. With the first year now complete, this requirement will continue on an annual basis. To ensure that you receive notice about future reporting deadlines and procedures, keep all information on file with the Bureau up-to-date, particularly the registered office address.



0015498797



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
FOREIGN REGISTRATION STATEMENT
 Fee: \$250

Pennsylvania Department of State

-FILED-

File #: 0015498797
 Date Filed: 5/22/2026

B1064-8410 05/22/2026 8:00 AM Received by Pennsylvania Department of State

DSCB:15-412 (rev. 2/2017)

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

Foreign Business Type	
Filing type	Foreign Limited Liability Company
LLC filing type	Limited Liability Company
Association Name	
The full and proper name of the foreign association as registered in its jurisdiction of formation is	Network Infrastructure, LLC
Business name in Pennsylvania	Network Infrastructure, LLC
Effective Date	
The filing shall be effective when filed with the Department of State	
Additional Information	
Jurisdiction of Formation	MARYLAND
Select one of the following	The association may not have series.
The street address of the association's principal office.	
Principal Office Address	6095 MARSHALEE DR STE 300 ELKRIDGE, MD 21075-6084
The mailing address of the association's principal office.	
Mailing Address	6095 MARSHALEE DR STE 300 ELKRIDGE, MD 21075-6084
Home Jurisdiction Addresses	
Select one	The association's home jurisdiction requires the association to maintain a street and mailing address in that jurisdiction.
Home Jurisdiction Street Address	6095 MARSHALEE DR STE 300 ELKRIDGE, MD 21075-6084
Home Jurisdiction Mailing Address	6095 MARSHALEE DR STE 300 ELKRIDGE, MD 21075-6084
Registered Office	
The name of the commercial registered office provider and the county of venue is	
Corporation Service Company Commercial Registered Office Provider	
Venue and Publication County	DAUPHIN
Additional provisions, if any	
Additional provisions	
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)	

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
Steve Weber	EVP + General Counsel	05/21/2026

Exhibit B - Articles of Organization

ARTICLES OF ORGANIZATION
OF
NETWORK INFRASTRUCTURE, LLC

The undersigned, Steven N. Weber, being at least 18 years of age and duly authorized to execute and file these Articles of Organization, hereby forms a limited liability company under the Maryland Limited Liability Company Act (the “Act”) and certifies to the State Department of Assessments and Taxation of the State of Maryland as follows:

1. Name of the Company. The name of the limited liability company (hereinafter referred to as the “Company”) is: Network Infrastructure, LLC.
2. Principal Office. The principal office of the Company is 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075.
3. Resident Agent. The resident agent of the Company is Steven N. Weber, 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075. The resident agent of the Company named herein is a Maryland resident.
4. Existence. The Company shall have a perpetual existence.
5. Limitation of Authority of Members. Pursuant to Section 4A-401(a)(3) of the Act, no member of the Company shall be an agent of the Company solely by virtue of being a member, and no member shall have authority to act for the Company solely by virtue of being a member.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the persons forming the Company to execute and file these Articles of Organization on their behalf, has executed these Articles of Organization and acknowledges them to be his act as of February 27, 2026.

DocuSigned by:
Steven N. Weber
E2196FD2C4AB410...

Steven N. Weber

The undersigned hereby consents to act as Resident Agent for Network Infrastructure, LLC in the State of Maryland.

DocuSigned by:
Steven N. Weber
E2196FD2C4AB410...

Steven N. Weber

Exhibit C - Management Biographies

Gregory Tully, President

Greg first joined NB+C in 2003 as a professionally trained land-use planner specializing in high-level planning and zoning research, professional writing, government relations and complex entitlement processes. In 2009, after holding various roles of increasing responsibility, Greg helped found the company's first internal professional engineering service offering.

From 2011 to 2020, Greg went on to serve as the Managing Director of NB+C's Engineering Services Division, a role in which he was responsible for the business development, strategic planning, and financial performance of the division. Under Greg's leadership, the division grew substantially, affording NB+C a leading position among engineering firms in its space.

Before joining NB+C, Greg held positions with Crown Castle and Shenandoah Tower Services.

Greg is a 1996 graduate of Washington & Lee University, receiving his Bachelor of Arts in American history.

Craig Bartlett, Chief Financial Officer

Prior to NB+C, Craig held senior leadership positions with several industry-leading firms in the behavioral health services industry, including the CFO roles at Learn It Systems and Progressus Therapy. Craig was also the Vice President of Finance and Treasurer of Duratek, Inc., a diversified company serving the nuclear utility industry. Following the sale of Duratek, he joined a leading U.S.-based venture capital firm, where he led the accounting and finance operations for the firm's investment funds and back-office operations.

Craig began his career in Baltimore with an international public accounting firm.

Craig earned a Bachelor of Science in Accounting, cum laude, from West Virginia University and a Master of Business Administration from Loyola University Maryland, and he is a certified public accountant.

Steve Weber, General Counsel

Steve joined NB+C as a Zoning Manager in 2001 and has consulted on numerous projects and assisted clients in obtaining countless entitlements, eventually assuming responsibility for NB+C's entire land-use program. In 2013, Steve transitioned to become NB+C's Director of Legal and Safety, developing and implementing NB+C's internal Safety Program and vendor onboarding process. He was promoted to NB+C's General Counsel in 2016.

Prior to joining NB+C, Steve worked for a national telecommunications site development company and later as an attorney in private practice at an insurance litigation firm. With over 20 years of experience in the telecommunications arena, Steve has had the opportunity to consult on a wide range of matters.

Steve is licensed and admitted to practice law in Maryland, New Jersey and the District of Columbia. He received his Juris Doctor, magna cum laude, from the University of Baltimore School of Law, where he was a member of the Moot Court team and Heisler Honor Society.

Exhibit D - Corporate Organizational Chart

Corporate Entity Structure

NBC&C Master Holdco, LLC
(Maryland)

Subsidiary Entities

Network Building & Consulting
LLC
(Delaware)

NB&C Engineering, LLC
(Maryland)

NT Towers II, LLC
(Maryland)

Network Infrastructure, LLC
(Maryland)

Exhibit E - Proposed Tariff for Competitive Access Provider Services

COMPETITIVE ACCESS PROVIDER TARIFF

**NETWORK
INFRASTRUCTURE LLC**
COMPETITIVE ACCESS PROVIDER
Regulations and Schedule of Charges

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of Competitive Access Provider services to business customers provided by Network Infrastructure LLC (“Company”) between one or more points within the Commonwealth of Pennsylvania.

This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company’s place of business: 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075.

 COMPETITIVE ACCESS PROVIDER TARIFF

Check Sheet

The pages listed below, which are inclusive of this Tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as shown following comprise all changes from the original Tariff and currently in effect as of the date indicated at the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original*				
1	Original*				
2	Original*				
3	Original*				
4	Original*				
5	Original*				
6	Original*				
7	Original*				
8	Original*				
9	Original*				
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15	Original*				
16	Original*				
17	Original*				
18	Original*				
19	Original*				
20	Original*				
21	Original*				

*- Included in this filing

COMPETITIVE ACCESS PROVIDER TARIFF

List of Modifications

Tariff Page	Tariff Numbering	Existing Rule/Regulation	Modification Being Made

Issued: TBD

Issued by:
Greg Tully, President
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

Effective: TBD

COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

Symbols

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The following tariff revision symbols are used for the purposes indicated below.

- (C)** To signify change
- (D)** To signify decreased rate
- (I)** To signify increased rate

COMPETITIVE ACCESS PROVIDER TARIFF

APPLICATION OF TARIFF

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider Services (CAP) by Network Infrastructure, LLC that originate and terminate in Pennsylvania. Specific services and rates are described elsewhere in this tariff. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff. The Carrier's Dark Fiber Transport Services are available to non-residential customers. Dark Fiber Transport Services are not available to residential customers. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 6095 Marshalee Drive, Suite 300, Elkridge, Maryland 21075. The Company's Tariff is in concurrence with all applicable State and Federal Laws, including, but not limited to the Communications Act of 1934 (as amended by the Telecommunications Act of 1996), the Pennsylvania Public Utility Code, and with the Commission's applicable Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: TBD

Issued by:
Greg Tully, President
Network Infrastructure, LLC
6095 Marshalee Drive, Suite 300
Elkridge, Maryland 21075

Effective: TBD

COMPETITIVE ACCESS PROVIDER TARIFF

Tariff Format

1. Page Numbering - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
2. Page Revision Numbering - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
3. Paragraph Numbering Sequence - There are nine 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
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

Check Sheet - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1 - DEFINITIONS**1.0 Definitions**

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

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

Commission: The Pennsylvania Public Utility Commission

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

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

Company: Network Infrastructure, LLC.

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

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

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

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

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

Service Order: A written request for Communications Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

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

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SECTION 2 - REGULATIONS**2.0 Undertaking of the Company****2.1 Scope****2.1.1 Undertaking**

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

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

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

2.1.2 Shortage of Facilities or Equipment and Other Limitations

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

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

2.1.3 Terms and Conditions

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

COMPETITIVE ACCESS PROVIDER TARIFF

2.1.3.B to the service or the Company to provide the service.

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

2.1.4 Limitations on Liability.

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

2.1.4.B Service Irregularities

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

2.1.4.B.2 The Company shall not be liable for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.

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

2.1.4.C Claims of Misuse of Service

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

COMPETITIVE ACCESS PROVIDER TARIFF

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

2.1.4.D Defacement of Premises

2.1.4.D.1 The Company is not liable for any defacement of, or damage to, the Customer's Premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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

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

2.1.4.F Service at Outdoor Locations

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

2.1.4.G Warranties

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

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

2.1.4.H Scope of liability

2.1.4.H.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.1.4.I Liability of the Customer

2.1.4.I.1 The Customer is liable for damages to facilities of the Company caused by negligence or willful acts of the Customer, its officers, employees, agents or contractors, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by a person or entity other than the Company, where such negligence is not the direct result of the Company's negligence, except that no Customer shall be liable for the actions of another customer.

2.1.4.I.2 The Customer shall indemnify, defend and hold harmless the Company against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities and equipment; and
- B. Claims for patent infringement arising from combining or connecting the Company's facilities and equipment with facilities, equipment, apparatus, systems or property of the Customer; and
- C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or customers, in connection with any service, facilities or equipment provided by the Company.

2.1.5 Ownership of Facilities

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

2.1.6 Prohibited Uses

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

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

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

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

2.2 Obligations of the Customer

2.2.1 Customer Premises Provisions

2.2.1.A The Customer shall be responsible for:

2.2.1.A.1 Placing any necessary Service Orders; complying with tariff terms and conditions; and for assuring that Users comply with tariff regulations;

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

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

2.3 Customer Equipment and Channels

2.3.1 Interconnection of Facilities

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

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

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2.4 Customer Deposits and Advance Payments**2.4.1 Advance Payments**

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

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

2.4.2 Deposits

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

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

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

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

2.5 Payment Arrangements**2.5.1 Payment for Service**

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

2.5.1.A.1 Taxes

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

COMPETITIVE ACCESS PROVIDER TARIFF

2.5.2 Billing and Collection of Charges

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

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

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

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

2.5.2.E In the event payment is made by personal check and the check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a \$25.00 fee, where permitted by applicable law, in addition to other remedies available to the Company.

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

2.5.3 Billing Disputes**2.5.3.A General**

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

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

2.5.3.B Adjustments or Refunds to the Customer

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

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

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

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

2.5.4 Unresolved Billing Disputes

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

2.5.4.A.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.5.4.A.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
400 North Street, Keystone Building
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265
Telephone: 1-800-692-7380

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

2.5.5 Discontinuance of Service

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

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

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

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

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

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

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

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

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

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

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2.5.5.C Restoration of service

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

2.5.6 Notice to Company for Cancellation of Service

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

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

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

2.5.6.C.1 The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and

2.5.6.C.2 Based on an order for service and construction has either begun or has been completed, but no service provided.

2.5.7 Allowances for Interruption in Service

2.5.7.A A credit allowance will be given when service is interrupted, except as specified in Section 2.5.8.

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

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

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

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2.5.8 Limitations on Allowances

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

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

2.5.8.A.2 Due to circumstances or causes beyond the control of the Company;

2.5.8.A.3 During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

2.5.8.A.4 During any period in which the Customer continues to use the service on an impaired basis;

2.5.8.A.5 During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

2.5.8.A.6 That was not reported to the Company within thirty (30) days of the date that service was affected.

2.5.9 Use of Another Means of Communications

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

2.5.10 Application of Credits for Interruptions in Service

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

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

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

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

COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3 - DESCRIPTION OF SERVICES**3.0 Description of Services****3.1 Dark Fiber Transport Services****3.1.1 Generally**

3.1.1.A The Company will provide dark fiber transport services to wholesale customers. The Company shall provide its services using a system of fiber optic cables and related infrastructure owned or controlled by the Company.

3.1.1.B The Company shall provide its dark fiber services on a wholesale basis to carriers, internet service providers, and large enterprise customers.

3.1.1.C The furnishing of dark fiber transport services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the dark fiber transport services.

3.1.1.D The Company's dark fiber transport services are a facilities-based, private line service that is offered to specialized users of telecommunications services that do not require access to 911 service.

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SECTION 4 - RATES AND CHARGES**4.0 Rates and Charges****4.1 Recurring and Non-Recurring Rates and Charges**

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.

4.2 Calculation of Rates**4.2.1 Dark Fiber Transport Rates**

4.2.1.A Non-recurring rates for dark fiber transport services shall be set at a constant rate of One Hundred and Eight Thousand Dollars (\$108,000) per route mile.

4.2.1.B Monthly recurring rates for dark fiber transport services shall be set at a constant rate of One Thousand and Eighty Dollars (\$1,080) per route mile for operations and maintenance.

4.2.2 Minimum Term

4.2.2.A The minimum service term for the Company's dark fiber transport services is five (5) years.

4.3 Individual Case Basis (ICB) Pricing Arrangements

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

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SECTION 5 – PROMOTIONS

5.0 Promotions

5.1 Promotional Offerings – General

5.1.1 Reserved for future use.

Confidential Exhibit F - Parent Financial Statements

[REDACTED FROM PUBLIC VERSION]

Confidential Exhibit G - Tentative balance sheet and projected income statement

[REDACTED FROM PUBLIC VERSION]

23. § 1.36 Verification.

Verification

I, Gregory Tully, 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).

6/11/26

Date



Signature

Gregory Tully
Printed name

Certificate of Service

I, Christopher F. Van de Verg, hereby certify that on this 12th day of June, 2026, a copy of the Public Version of the foregoing Network Infrastructure, LLC Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania, including public exhibits thereto, were served on the parties listed below via the Commission's E-file system:

Office of Consumer Advocate

Office of Small Business Advocate

Office of Attorney General

Christopher Van de Verg

Christopher F. Van de Verg