

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of ) TRF Docket No. 90-\_\_\_\_\_  
PEG Bandwidth, LLC ) Case No. 13 - 0571 - **TP** - ACE  
for New Operating Authority ) NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
 ) BLANK.

Name of Registrant(s) PEG Bandwidth, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 3 Bala Plaza East, Suite 502, Bala Cynwyd, PA 19004

Company Web Address www.pegbandwidth.com

Regulatory Contact Person(s) Jay Birnbaum Phone 301-469-4930 Fax 301-469-4930

Regulatory Contact Person's Email Address jbirnbaum@agrp.com

Contact Person for Annual Report James Volk Phone (610) 660-4910

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Gregory Ortyl Phone 314-749-2478

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain) _____			

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input checked="" type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input checked="" type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, PEG Bandwidth, LLC, and am authorized to make this statement on its behalf.

Richard Ruben  
(Name) Richard Ruben

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 2/27/13 at (Location) PEG Bandwidth - Bala Cynwyd, PA  
\*(Signature and Title) [Signature] (Date) 2-27-13  
Richard Ruben, CEO

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Richard Ruben verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) [Signature] (Date) 2-27-13  
Richard Ruben, CEO

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793  
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**  
**(Effective: 01/20/2011)**

(Pursuant to Case No. 10-1010-TP-ORD)

**NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.**

In the Matter of the Application of )  
PEG Bandwidth, LLC )  
for New Operating Authority )

Case No. 13 - 0571 - **TP** - ACE

Name of Registrant(s) PEG Bandwidth, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 3 Bala Plaza East, Suite 502, Bala Cynwyd, PA 19004

Motion for protective order included with filing? ☒ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

**List of Required Exhibits**

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of  
CTS services

☒ Description of the general  
geographic area served

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the  
applicant intends to serve

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation

☒ Ohio Secretary of State<sup>1</sup> &  
Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

- ☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.
- ☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions
- ☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners.
- ☒ Documentation indicating the applicant's corporate structure and ownership
- ☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_

- ☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

<sup>1</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):
- ☒ interconnection agreement ☒ retail tariffs ☒ resale tariffs
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☐ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. **N/A**
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable. **N/A**
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☐ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation PEG Bandwidth, LLC  
(Name)

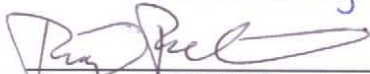
and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on

February 27, 2013

at

Bala Cynwyd, PA  
PEG Bandwidth



(Signature and Title) Richard Ruben, LLC

(Date)

2/27/13



*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011)

Company Name PEG BANDWIDTH, LLC

Company Address 3 Bala Plaza East, Suite 502, Bala Cynwyd, PA 19004

Company Web Address [www.pegbandwidth.com](http://www.pegbandwidth.com)

Regulatory Contact Person Jay Birnbaum Phone 301-469-4930 Fax 301-469-4930

Regulatory Contact Person's Email Address [jbirnbaum@agrp.com](mailto:jbirnbaum@agrp.com)

Contact Person for Annual Report James Volk Phone (610) 660-4910 Fax (610) 660-4920

Consumer Contact Information Gregory Ortyl Phone 314-749-2478 Fax 267-545-1887

TRF Docket No. -TP-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC    ☐ IXC    ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Private Line Point to Point

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

**Part IV. – Attestation**

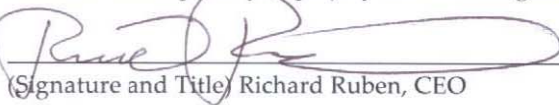
**Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

---

I am an officer/agent of the carrier/telephone company, PEG Bandwidth, LLC, and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

  
(Signature and Title) Richard Ruben, CEO

2/27/13  
(Date)



## **EXHIBIT LIST**

<b>EXHIBIT A</b>	<b>CARRIER-TO-CARRIER TARIFF</b>
<b>EXHIBIT B</b>	<b>DESCRIPTION OF SERVICES</b>
Exhibit B-1	How Service Provisioned
Exhibit B-2	Description of Proposed Services
Exhibit B-3	Statement about Provision of CTS Services
Exhibit B-4	Description of General Geographic Area
Exhibit B-5	Explanation of How Proposed Services are in Public Interest
Exhibit B-6	Description of Class of Customers Served
<b>EXHIBIT C</b>	<b>BUSINESS REQUIREMENTS</b>
Exhibit C-1	Registration with Ohio Department of Taxation
Exhibit C-2	Certification Ohio Secretary of State and Good Standing Certificate
<b>EXHIBIT D</b>	<b>DOCUMENTATION ATTESTING TO FINANCIAL ABILITY</b>
Exhibit D-1	Executive Summary of Financial Condition, Liquidity, and Capital Resources
Exhibit D-2	Financial Statements
Exhibit D-3	Documentation to support cash and funding sources.
<b>EXHIBIT E</b>	<b>MANAGERIAL ABILITY AND CORPORATE STRUCTURE</b>
Exhibit E-1	Technical and Managerial Expertise
Exhibit E-2	Officers and Directors
Exhibit E-3	Corporate Structure and Ownership
Exhibit E-4	Similar Operations in Other States
<b>EXHIBIT F</b>	<b>DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CARRIERS</b>
Exhibit F-1	Rate Derivations
Exhibit F-2	Interconnection / Resale Agreements
<b>EXHIBIT G</b>	<b>PROPOSED INTERACTIONS WITH CUSTOMERS</b>
Exhibit G-1	ILEC Exchange List

**EXHIBIT A**

**CARRIER-TO-CARRIER TARIFF**

PEG BANDWIDTH, LLC

CARRIER TO CARRIER TARIFF

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

Case No. 13-0571-TP-ACE

---

**CHECK SHEET**

The pages listed below of this Tariff are effective as of the date shown. Revised pages contain all changes from the original Tariff that are in effect as of the date indicated.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
Title	Original *	26	Original *
1	Original *	27	Original *
2	Original *		
3	Original *		
4	Original *		
5	Original *		
6	Original *		
7	Original *		
8	Original *		
9	Original *		
10	Original *		
11	Original *		
12	Original *		
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

\* - indicates pages included with this filing

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

TABLE OF CONTENTS

	PAGE
CHECK SHEET.....	1
TABLE OF CONTENTS.....	2
SECTION 1 - GENERAL REGULATIONS.....	3
SECTION 2 - RULES AND REGULATIONS .....	7
SECTION 3 - SPECIAL ARRANGEMENTS .....	22
SECTION 4 - RESALE/RESOLD SERVICES .....	24
SECTION 5 – SERVICE OFFERINGS .....	25

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

SECTION 1 - GENERAL REGULATIONS

1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by PEG Bandwidth to Customers in areas within the following counties:

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004



---

**SECTION 1 - GENERAL REGULATIONS, (CONTD.)****1.2 Definitions**

Carrier or Common Carrier - See Interexchange Carrier.

Central Office - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company,

Company - PEG Bandwidth, LLC

Customer - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including Interexchange Carriers.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

End User - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

Case No. 13-0571-TP-ACE

## SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.2 Definitions (Cont'd.)

Interexchange Carrier (IC) – Any individual, partnership, association, cooperative or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Interstate Communications - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communications that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point Of Termination - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Wire Center - A physical location in which one or more central offices used for the provision of exchange services are located.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.3 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

The Company does not provide switched access services.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

## SECTION 2 - RULES AND REGULATIONS

2.1 Use of Facilities and Service

## 2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
  - 1. Service may be used for any lawful purpose by the Customer or by any End User.
  - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company,

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.1 Use of Facilities and Service, (Cont'd.)

## 2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The 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.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

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

2.1 Use of Facilities and Service, (Cont'd.)

## 2.1.3 Customer-Authorized Use

Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

## 2.1.4 Use and Ownership of Equipment

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

2.2 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004



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

2.3 [RESERVED FOR FUTURE USE]

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

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

2.4 Payment for Service Rendered

- 2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the rules adopted by the Public Utilities Commission of Ohio.

- 2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, end users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.4.4 Application of Late Payment Charge
- A. Late payment charges do not apply to final accounts.
  - B. Late payment charges do not apply to government agencies of the State of Ohio.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

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

2.7 Disputed Bills

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at [info@pegbandwidth.com](mailto:info@pegbandwidth.com) or by telephone at 610-660-4910. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate. If the Company and a Carrier are unable to resolve such a dispute, the Carrier may file a complaint with the Public Utilities Commission of Ohio.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

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

2.9 Suspension or Termination of Service

## 2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

All disconnection situations will be handled in accordance with the rules adopted by the Public Utilities Commission of Ohio.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004



---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service that has not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

## 2.9.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

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

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

## C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)2.9 Suspension or Termination of Service, (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service. (Cont'd.)

## c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

## 2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Obligations of the Customer****2.10.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.10.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

**2.10.3 Equipment Space and Power**

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

**2.10.4 Testing**

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

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

2.10 Obligations of the Customer, (Cont'd.)

## 2.10.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

## 2.10.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.11 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004



---

SECTION 3 - SPECIAL ARRANGEMENTS3.1 Special Constuction

## 3.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

## 3.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

## SECTION 3 - SPECIAL ARRANGEMENTS, (CONT'D.)

3.2 Non-Routine Installation and/or Maintenance

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

3.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

1. Service description
2. Rates and charges
3. Quantity
4. Length of the agreement

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

## SECTION 4 - RESALE/RESOLD SERVICES

4.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and resold services are available only to Carriers who have been certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services. Resale/resold services will be provided through individual case basis arrangements, which will be filed with and are subject to the approval of the Public Utilities Commission of Ohio.

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 5 – SERVICE OFFERINGS

The following services are available to Customers under individual case basis arrangements:

A. Metro Ethernet Services:

Metro Ethernet is a network that covers a metropolitan area and that is based on the Ethernet standard. It is commonly used as a metropolitan access network to connect subscribers and businesses to a larger service network or the Internet. Businesses can also use Metro Ethernet to connect branch offices to their Intranet. A typical service provider Metro Ethernet network is a collection of Layer 2 or/and Layer 3 switches or/and routers connected through optical fiber. The topology could be a ring, hub-and-spoke (star), or full or partial mesh. The network will also have a hierarchy: core, distribution (aggregation) and access. The core in most cases is an existing IP/MPLS backbone, but may migrate to newer forms of Ethernet Transport in the form of 10Gbit/s, 40Gbit/s or 100Gbit/s speeds.

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
50Mbps	ICB	ICB
100Mbps	ICB	ICB
200Mbps	ICB	ICB
300Mbps	ICB	ICB
400Mbps	ICB	ICB
500Mbps	ICB	ICB
600Mbps	ICB	ICB
700Mbps	ICB	ICB
800Mbps	ICB	ICB
900Mbps	ICB	ICB
1000Mbps	ICB	ICB
10Gbps	ICB	ICB

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

## B. Private Line Services:

Point-to-Point Ethernet solutions are circuits that connect a remote office back to a main office, main office back to an interexchange carrier (IXC), or customer premise to a specific location using fiber optics systems with a Ethernet standard backbone. The connections are primary Layer 2 in Nature, but can also Layer 3. Point-to-Point network do not provide redundancy and can be at speeds of 5Mbps to 100Gbps

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
OC-192	ICB	ICB

---

Issued:

Effective:

Issued by:

Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

---

SECTION 5 – SERVICE OFFERINGS (Continued)

---

## C. Wavelength Services:

Wave Service is a fully managed, private, point-to-point service delivered over a state-of-the-art dense wave division multiplexing (DWDM) network. The product is ideally suited for larger institutions such as government organizations, enterprise customers, interexchange carriers (IXCs) and wireless operators that require dedicated broadband transport network connectivity without the need for capital or the responsibility of owning and operating network infrastructure. Services provide an end-to-end solution with a wide range of transport bandwidths for long haul and metro wave services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
1 Gbps	ICB	ICB
2.5 Gbps	ICB	ICB
10 Gbps	ICB	ICB

## D. Service Elements

Nonrecurring Charges

Administrative Charge:	ICB
Design and Central Office Connection Charge:	ICB
Customer Connection Charge:	ICB
Local Distribution Channel:	ICB
Channel Mileage Termination:	ICB
Channel Mileage:	ICB
Optional Features:	
Add/Drop Multiplexing:	ICB
Add/Drop Function:	ICB

---

Issued:

Effective:

Issued by: Richard Ruben, CEO  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004

## **EXHIBIT B**

### **DESCRIPTION OF SERVICES**

## **Exhibit B-1**

### **How Service Provisioned**

PEG Bandwidth will provision telecommunications services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carrier (“ILECs”) operating in Ohio.



## **Exhibit B-2**

### **Description of Proposed Services**

PEG Bandwidth provides customized wholesale carrier private line communications network and services principally to telecommunications carriers.

PEG Bandwidth's networks and services are provided primarily to wireless carriers to support their high bandwidth backhaul requirements. In addition, the company will provide other telecommunications carriers and other large commercial end users high bandwidth transport networks and services between central office, switching offices and other network facilities connection points and premises.

## **Exhibit B-3**

### **Statement about Provision of CTS Services**

PEG Bandwidth seeks authority to provide CTS services including high-capacity telecommunications services, private line transport, and long-distance services for large business, enterprise customers, carriers and other network providers.

PEG Bandwidth does not intend to furnish traditional residential or business local telephone services or switched interexchange telephone services.

## **Exhibit B-4**

### **Description of General Geographic Area Served**

The Applicant seeks authority to provide non-BLES telecommunications services to business customers and other carriers throughout the state of Ohio.

## **Exhibit B-5**

### **Explanation of How Proposed Services are in Public Interest**

The provisioning of the proposed services by PEG Bandwidth is in the public interest because doing so will enhance competition within the telecommunications industry in Ohio. PEG Bandwidth intends to bring significant benefits to business customers and other carriers by providing quality services at affordable rates.

## **Exhibit B-6**

### **Description of Class of Customers Served**

PEG Bandwidth's primary focus is to provide service primarily to other carriers, large business and enterprise customers.

PEG Bandwidth does not plan to serve residential customers.

## **EXHIBIT C**

### **BUSINESS REQUIREMENTS**



**PATRICK D. CROCKER**  
[patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)

March 4, 2013

Ohio Department of Taxation  
Property Tax Division  
Public Utilities Tax Section  
PO Box 530  
Columbus, OH 43266-0030

RE: PEG Bandwidth, LLC

Dear Sir/Madam:

Please accept this letter as notice that PEG BANDWIDTH, LLC has applied for a Certificate of Public Convenience and Necessity from the Public Utilities Commission of Ohio ("PUCO") to operate as a provider of telecommunication services within Ohio. The Company expects to begin providing services at or near the time its application is approved by the PUCO.

Recurring communications concerning PEG Bandwidth, LLC should be directed to.

James Volk  
Chief Financial Officer  
PEG Bandwidth, LLC  
3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004  
Telephone: (610) 660-4910  
Facsimile: (610) 660-4920

Should you have any questions relating to this correspondence, direct them to Patrick D. Crocker at (269) 381-8893 or [patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)

Very truly yours,

CROCKER & CROCKER

Patrick D. Crocker  
PDC/pas

## **Exhibit C-1**

**Registration with Ohio Department of Taxation**



## **Exhibit C-2**

**Certification Ohio Secretary of State and Good Standing Certificate**



DATE: 02/28/2013	DOCUMENT ID: 201305900030	DESCRIPTION: REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	FILING: 125.00	EXPED: 200.00	PENALTY:	CERT: .00	COPY: 5.00
---------------------	------------------------------	--	-------------------	------------------	----------	--------------	---------------

**Receipt**

This is not a bill. Please do not remit payment.

C.T. CORPORATION SYSTEM  
BRIT STRAHLER  
4400 EASTON COMMONS WAY, SUITE 125  
COLUMBUS, OH 43219

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**2177158**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**PEG BANDWIDTH, LLC**

and, that said business records show the filing and recording of:

Document(s):

**REG. OF FOR. PROFIT LIM. LIAB. CO.**

Document No(s):

**201305900030**

**Effective Date: 02/27/2013**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus,  
Ohio this 28th day of February, A.D.  
2013.

Ohio Secretary of State



Form 533B Prescribed by:  
Ohio Secretary of State  
**JON HUSTED**  
Ohio Secretary of State

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (767-3453)  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
[Busserv@OhioSecretaryofState.gov](mailto:Busserv@OhioSecretaryofState.gov)

Mail this form to one of the following:

Regular Filing (non expedite)  
P.O. Box 670  
Columbus, OH 43216

Expedite Filing (Two-business day processing  
time requires an additional \$100.00).  
P.O. Box 1390  
Columbus, OH 43216

## Registration of a Foreign Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

- (1) ☒ Registration of a Foreign For-Profit Limited Liability Company  
(106-LFA)  
ORC 1705

Jurisdiction of Formation

Date of Formation

- (2) ☐ Registration of a Foreign Nonprofit Limited Liability Company  
(106-LFA)  
ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

CT Corporation System

Name

1300 East 9th Street

Mailing Address

Cleveland

City

Ohio

State

44114

ZIP Code



If the agent is an individual and using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

Authorized Representative

By (if applicable)

Deanna Lazar

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Reg# 2177158

UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 3 pages, as taken from the original record now in my official custody as Secretary of State.



WITNESS my hand and official seal at  
Columbus, Ohio, this 28th day of  
February A.D. 2013

Jon Husted  
JON HUSTED  
Secretary Of State

By: Daniel H. Bamps

NOTICE: This is an official certification only when reproduced in red ink

## **EXHIBIT D**

### **DOCUMENTATION ATTESTING TO FINANCIAL ABILITY**

## **Exhibit D-1**

### **Executive Summary of Financial Condition, Liquidity, and Capital Resources**

PEG Bandwidth is well qualified financially to operate within the State of Ohio. As outlined in more detail in Exhibit D-2 and D-3, PEG Bandwidth has demonstrated that it possesses the requisite financial, technical, and managerial resources and abilities to provide telecommunications services. In addition, the management team of PEG Bandwidth has extensive experience in providing telecommunications services, and has, by its successful operation in other states, demonstrated its ability to provide high-quality, reliable and reasonably priced services.

## **Exhibit D-2**

### **Financial Statements**

In support of its financial qualifications, the financial statements of PEG Bandwidth, LLC are being filed under separate cover.

These documents demonstrate the company's financial ability to provide the proposed services. PEG Bandwidth, LLC is a privately held company and as such the submitted financial statements are not public information, but rather are confidential and proprietary information.

These financial statements are therefore submitted under seal. PEG Bandwidth respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for the evaluation of Applicant's fitness to provide service.



## **Exhibit D-3**

### **Documentation to support cash and funding sources**

Please see information contained in Exhibit D-2.

## **EXHIBIT E**

### **MANAGERIAL ABILITY AND CORPORATE STRUCTURE**

## **Exhibit E-1**

### **Technical and Managerial Expertise**

#### **PEG Bandwidth Management**

##### **Rich Ruben, Chief Executive Officer**

Rich Ruben has been leading communications and technology companies for over 20 years. His CEO roles have included XOS Technologies, WireOne Communications and V-SPAN. As President of Spectacor, he engineered the merger that created Comcast-Spectacor, owner of the Philadelphia Flyers, Philadelphia 76ers and related businesses. He began his career at Coopers & Lybrand, and he entered the communications industry in 1986 as Executive Director Corporate Development for Bell Atlantic. From that position he helped expand Bell Atlantic's wireless footprint and helped develop the plan that eventually turned Bell Atlantic Mobile into Verizon Wireless. He began implementing that plan as Vice President of Planning and CFO of Bell Atlantic Mobile. He has worked with numerous communications and technology businesses in board and consulting roles. He holds a JD and MBA from Santa Clara University, a BA (Economics) from Fairleigh Dickinson University, and is a CPA.

##### **Ed DeLong, Chief Operating Officer**

Ed DeLong is a leading operations executive with proven performance in a number of telecommunications companies across all sectors. His experience includes Bell Atlantic (Verizon), Level 3 Communications, the all-optical pioneer Broadwing Communications, wireless backhaul provider FiberTower, and national wireless alliance PrimeCo (Verizon Wireless). Prior to PEG he most recently served as Vice President Offer Management at Level 3 Communications. Prior to that, he spent three years as Vice President of FiberTower, where he led the expansion of the Dallas market and directed the start-up operations of three additional markets. He also served in various Vice Presidential roles at Broadwing Communications where he led the design and deployment of the world's first all-optical core network. He graduated from Lehigh University with a BS in Industrial Engineering.

##### **Greg Ortyl, Sr. Vice President, Sales & Marketing**

Greg Ortyl is a seasoned technology sales executive with a distinguished history of building long-lasting, trusting relationships across a broad range of telecommunications and technology organizations, with a majority of his career focused on the wireless backhaul industry. Prior to PEG Mr. Ortyl most recently served as Vice President and Director of Wireless Backhaul Sales at Level 3 Communications, where he managed a sales team selling cell site backhaul services to the major US wireless operators. Prior to that, he served as a National Account Director at FiberTower, where he developed, managed and maintained crucial large wireless carrier relationships on a nationwide basis. He received an undergraduate degree in Communications and a Masters in Business Administration from St. Louis University.

**Jim Volk, Chief Financial Officer**

Jim Volk has over 25 years of finance experience including 14 years as finance executive in the telecommunication industry with Comcast Cellular, AT&T (formally known as Cingular Wireless), UbiquiTel (a Sprint PCS affiliate) and Hargray Communications. As CFO of UbiquiTel (Nasdaq: UPCS), Jim helped grow revenues from \$40 million to over \$400 million and market capitalization from \$25 million to over \$1 billion over a five-year period. He most recently served as CFO of Hargray Communications, a rural cable and telephone company in South Carolina, where he helped develop and execute an organic and acquisition plan to return the company to revenue growth. Jim has a BS in Accounting from University of Delaware, a MBA from Villanova University and is a CPA.

## **Exhibit E-2**

### **Officers and Directors**

#### **PEG Bandwidth, LLC**

Board of Managers: Richard Ruben, Glenn Breisinger, Scott Bruce, Richard Goldstein

Officers:	Richard Ruben	CEO
	James Volk	CFO
	Edgar DeLong	COO
	Gregory Ortyl	Senior Vice President, Sales & Marketing
	Scott Bruce	Secretary
	Glenn Breisinger	Vice President & Treasurer
	Victor Martinelli	Assistant Secretary & Assistant Treasurer
	Deanna Lazar	Assistant Secretary

All officers may be contacted through the Applicant's offices at:

3 Bala Plaza East, Suite 502  
Bala Cynwyd, PA 19004  
Telephone: (610) 660-4910  
Facsimile: (610) 660-4920

## **Exhibit E-3**

### **Corporate Structure and Ownership**

PEG Bandwidth, LLC is a limited liability company duly organized and existing under the laws of the State of Delaware and duly authorized to transact business in the State of Ohio.

# Delaware

PAGE 1

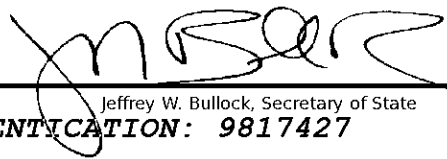
*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WIRELESS INFRASTRUCTURE PARTNERS, LLC", CHANGING ITS NAME FROM "WIRELESS INFRASTRUCTURE PARTNERS, LLC" TO "PEG BANDWIDTH, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 2012, AT 8:03 O'CLOCK A.M.

4785663 8100

120987328



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9817427

DATE: 08-31-12

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 08:03 AM 08/31/2012  
FILED 08:03 AM 08/31/2012  
SRV 120987328 - 4785663 FILE

CERTIFICATE OF AMENDMENT  
TO  
CERTIFICATE OF FORMATION  
OF  
WIRELESS INFRASTRUCTURE PARTNERS, LLC

---

Pursuant to Section 18-202 of the  
Delaware Limited Liability Company Act

---

1. The name of the limited liability company is Wireless Infrastructure Partners, LLC (the "Company").
2. The Certificate of Formation of the Company is hereby amended to change the name of the Company to PEG Bandwidth, LLC.
3. Accordingly, Article 1. of the Certificate of Formation shall, as amended, read as follows:  
  
"1. The name of the limited liability company is PEG Bandwidth, LLC."

IN WITNESS WHEREOF, the undersigned authorized person has executed this Certificate of Amendment this 31<sup>st</sup> day of August, 2012.

WIRELESS INFRASTRUCTURE PARTNERS, LLC

By: 

Name: Deanna Lazar

Title: Authorized Person



## **Exhibit E-4**

### **Similar Operations in Other States**

PEG Bandwidth, LLC has affiliates providing similar operations in other states as follows:

#### JURISDICTION

#### AFFILIATED ENTITY

Delaware  
District of Columbia  
Illinois  
Iowa  
Louisiana  
Maryland  
Massachusetts  
Mississippi  
New Jersey  
New York  
Pennsylvania  
Texas  
Virginia

PEG Bandwidth DE, LLC (application pending)  
PEG Bandwidth DC, LLC  
PEG Bandwidth IL, LLC  
PEG Bandwidth IA, LLC  
PEG Bandwidth LA, LLC  
PEG Bandwidth MD, LLC (application pending)  
PEG Bandwidth MA, LLC (application pending)  
PEG Bandwidth MS, LLC  
PEG Bandwidth NJ, LLC  
PEG Bandwidth NY, LLC  
PEG Bandwidth PA, LLC  
PEG Bandwidth TX, LLC  
PEG Bandwidth VA, LLC

## **EXHIBIT F**

### **DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CARRIERS**

## **Exhibit F-1**

### **Rate Derivations**

The majority of sales are evaluated on an individual case basis due to construction charges to reach each customer or based upon resale tariffs of off-net providers based on market prices.

## **Exhibit F-2**

### **Interconnection/Resale Agreements**

PEG Bandwidth has not entered into interconnection or resale agreements at this time.

## **EXHIBIT G**

### **DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CUSTOMERS**

## **Exhibit G-1**

### **ILEC Exchange List**

PEG Bandwidth does not intend to furnish traditional residential or business local telephone services or switched interexchange telephone services

PEG Bandwidth is requesting operating authority throughout the State of Ohio.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/7/2013 9:50:24 AM**

**in**

**Case No(s). 13-0571-TP-ACE**

Summary: Application of PEG Bandwidth, LLC for New Operating Authority electronically filed by Mr. Patrick D. Crocker on behalf of PEG Bandwidth, LLC