

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 Metro Fibernet, LLC

Company Address 3701 Communications Way, Evansville, IN 47715

Company Web Address www.metronetinc.com

Regulatory Contact Person Randy Kiesel Phone 812 759-7807 Fax 317 981-8051

Regulatory Contact Person's Email Address randy.kiesel@metronetinc.com

Contact Person for Annual Report Rachel Paolillo Phone 913-794-3130 Fax 317 599-1147

Consumer Contact Information MetroNet Customer Service Phone 877 407-3224 Fax _____

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) _____

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, Johnny Chuang, Director Regulatory Affairs, 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.

Johnny Chuang, Director Regulatory Affairs
(Signature and Title)

8/5/22
(Date)

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 Metro Fibernet, LLC
to for a Certificate of Public Convenience and Necessity

Case No. 22 - 0754 - **TP** - ACE

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)
)
)

Name of Registrant(s) Metro Fibernet, LLC

DBA(s) of Registrant(s) MetroNet

Address of Registrant(s) 3701 Communications Way, Evansville, IN 47715

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 State¹ &
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.

¹ 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.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: <https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-exchange-company-clec-exchange-listing-form>)
- ☐ 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 Johnny Chuang, Director Regulatory Affairs
(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 _____ at _____
Johnny Chuang, Dir Reg Affairs 8/5/22
(Signature and Title) (Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

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

In the Matter of the Application of <u>Metro Fibernet, LLC for a</u>)	TRF Docket No. 90- -TP-TRF
<u>Certificate of Public Convenience and Necessity.</u>)	Case No. 22-0754-TP-ACE
)	NOTE: Unless you have reserved a Case #, leave
)	the "Case No." field BLANK.

Name of Registrant(s) Metro Fibernet, LLC

DBA(s) of Registrant(s) MetroNet

Address of Registrant(s) 3701 Communication Way, Evansville, IN 47715

Company Web Address www.metronetinc.com

Regulatory Contact Person(s) Randy Kiesel

Phone (812) 759-7807

Fax (317) 981-8051

Regulatory Person's Email Address

randy.kiesel@metronetinc.com

Contact Person for Annual Report Rachel Paolillo

Phone (913) 794-3130

Address (if different from above) 8837 Bond St., Overland Park, KS 66214

Phone (877) 407-3224

Consumer Contact Information MetroNet Customer Service

Address (if different from above) 3701 Communications Way, Evansville, IN 47715

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:

Sections I and II are pursuant to Ohio Administrative Code (OAC) [4901:1-6](#).

Section III – Part I - Carrier to Carrier is pursuant to OAC [4901:1-7](#) and Pole Attachment to OAC [4901:1-3](#)

Section III – Part II - Wireless is pursuant to OAC [4901:1-6-24](#).

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 identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.

(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).
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Section I – Part I - Common Filings:

Carrier Type: <input type="checkbox"/> Other (Explain below)	For Profit ILEC	Not for Profit ILEC	CLEC
Change terms & conditions of existing BLES.	<input type="checkbox"/> ATA 1-6-14(I)(2) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)		<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(E) & (G) (0 day notice)	<input type="checkbox"/> TRF 1-6-14(E) (0 day notice)	<input type="checkbox"/> TRF 1-6-14(H) (0 day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day notice)	
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day notice)
BLES withdrawal	<input type="checkbox"/> WBL 4927.10 (120 day notice)		<input type="checkbox"/> ZTA 1-6-25(B) (0 day notice)
Other (explain): New Application for CLEC Authority			

*Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 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"/>
Date Notice Sent:				

Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> UNC (Non-Auto)

Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC

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

*Supplemental forms can be found on the PUCO webpage – [Telecommunications application forms](#).

Section II – Part II – Change in Operation or Ownership

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of official name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Change in ownership *	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transfer certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (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 PUCO webpage for a complete list of exhibits.

Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA 1-3-04 (Auto 60 days)	

Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC 1-6-24(B) (0 day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG 1-7-07 (0 day notice)

*Change in Operations filing must be filed in the original RCC case designation code established during the registration process.

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

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

Johnny Chuang
(Name)

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 Ohio Adm. Code 4901:1-6-7.

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

Executed on Click here to enter text. at Click here to enter text.

*Signature and Title

Date

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

VERIFICATION

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

Johnny Chuang, Public Utilities Commission 8/5/22
*Signature and Title Date

**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.*

File document electronically as directed in case number 06-900-AU-WVR
or

Send your completed Filing 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

EXHIBIT LIST

EXHIBIT A	DESCRIPTION OF SERVICES
Exhibit A-1	Service Provisioned via Resale & Facilities
Exhibit A-2	Description of Proposed Services
Exhibit A-3	Statement about the Provision of CTS Services
Exhibit A-4	Description of General Geographic Area Served
Exhibit A-5	Explanation of How Proposed Services are in Public Interest
Exhibit A-6	Description of Class of Customers to be Served
Exhibit A-7	Carrier to Carrier Tariff
EXHIBIT B	BUSINESS REQUIREMENTS
Exhibit B-1	Registration with Ohio Department of Taxation
Exhibit B-2	Certification of Ohio Secretary of State and Certificate of Good Standing
EXHIBIT C	FINANCIAL VIABILITY
Exhibit C-1	Executive Summary of Financial Condition, Liquidity, and Capital Resources
Exhibit C-2	Financial Statements
Exhibit C-3	Documentation to Support Cash and Funding Sources
EXHIBIT D	MANAGERIAL ABILITY AND CORPORATE STRUCTURE
Exhibit D-1	Technical and Managerial Expertise
Exhibit D-2	Officers and Directors
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Exhibit D-5	FCC Accounting Requirements
EXHIBIT E	PROPOSED INTERACTIONS WITH OTHER CARRIERS
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Exhibit E-2	Interconnection/Resale Agreements
Exhibit E-3	Interconnection Affidavit, Bona Fide Requests, Timeline
EXHIBIT F	PROPOSED INTERACTIONS WITH CUSTOMERS
Exhibit F-1	Sample Copy Customer Bill and Disconnection Notice
Exhibit F-2	Sample Customer Application
Exhibit F-3	Sample Customer Bill (Residential and Commercial)

EXHIBIT A
Description of Services

EXHIBIT A-1
Service Provisioned via Resale & Facilities

MetroNet plans to provide voice and data service to business and residential customers using its own facilities and/or resale of the incumbent local exchange carrier's ("ILEC") services. As part of its voice offering, MetroNet will provide directory listings, tone dialing service, operator services, directory assistance service, access to 911 and the ability to report service problems seven (7) days a week. If applicable, MetroNet will collect and remit USF assessment, including any state USF.

EXHIBIT A-2
Description of Proposed Services

Applicant plans to provide local exchange telephone service using its own facilities and/or resale of the incumbent local exchange carrier's ("ILEC") local exchange telephone service. As part of its planned local exchange telephone offering, Applicant will provide a flat rate residential and business local exchange service, directory listings, tone dialing service, operator services, directory assistance service, access to 911 and ability to report service problems seven days a week. Applicant will construct facilities directly to the customer premises and provide local exchange service using Applicant owned switches. Applicant has submitted a Bona Fide Request ("BFR") to negotiate an Interconnection and Collocation agreement with AT&T Ohio and Frontier Communications. Applicant will order interconnection facilities as necessary for the exchange of telecommunications traffic.

EXHIBIT A-3
Statement about the Provision of CTS Services

The Applicant will be providing competitive telecommunications services.

EXHIBIT A-4
Description of General Geographic Area Served

Applicant seeks authority to provide telecommunications services to residential, business, and carrier customers in Ohio. Initially applicant intends to provide service in Clark, Greene, Hancock, Miami, Montgomery, and Wood Counties as depicted in the coverage map below in Exhibit A-4. The Applicant may extend its service area outside of the counties as referenced.

Below is a graphic representation of the Applicant, Metro Fibernet, LLC network.

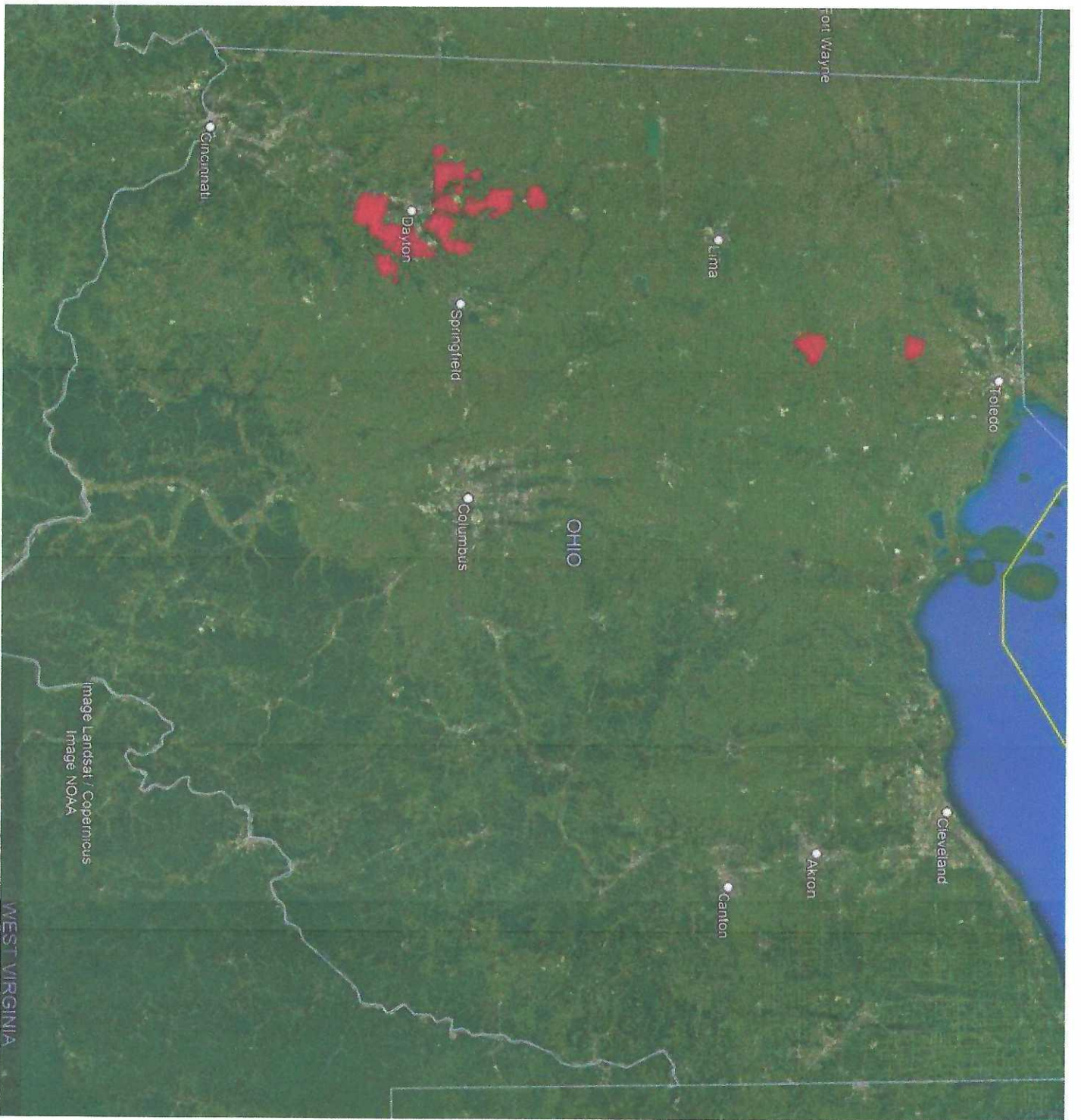


EXHIBIT A-5
Explanation of How Proposed Services are in Public Interest

The Applicant intends to benefit business, residential, and carrier customers by providing quality services at affordable rates. Applicant will offer customers in Ohio state-of-the-art telecommunications and other services at competitive rates. The Applicant's primary customer base is residential consumers, with additional service to business, government, public safety and charitable institutions. Additionally, applicant has a history of opening retail stores which will add a local presence in the communities that Applicant serves and because Applicant plans to construct and operate its facilities, the area economy of the community will benefit in numerous ways.

EXHIBIT A-7
Carrier to Carrier Tariff

The Applicant's tariff is attached in Exhibit A-7.

METRO FIBERNET, LLC

CARRIER TO CARRIER TARIFF

Issued: _____ Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

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SECTION 1 - GENERAL REGULATIONS

SECTION 2 - RULES AND REGULATIONS

SECTION 3 - SPECIAL ARRANGEMENTS

SECTION 4 - RESALE/RESOLD SERVICES

SECTION 5 – RATES AND CHARGES

Issued: _____ Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

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Issued: _____

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In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

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Issued: _____

Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
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John P. Cinelli, President
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Issued: _____ Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

SECTION 1 - GENERAL REGULATIONS

1.1 Application of Tariff

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

Clark
Greene
Hancock
Miami
Montgomery
Wood

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: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

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 – Metro Fibernet, LLC

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

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: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

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.

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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.

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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,

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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 effect 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.

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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 account 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 network 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.

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

2.3 Flexible Pricing

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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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.

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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.

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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 by telephone at 1-877-407-3224. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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SECTION 3 - SPECIAL ARRANGEMENTS

3.1 Special Construction

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.

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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

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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 at tariffed rates with no discount.

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SECTION 5 - RATES AND CHARGES

5.1 Switched Access Service

5.1.1 Service Implementation

A. Installation Charge (Per Trunk)

<u>Entrance Facility</u>	<u>Installation Charge (per channel)</u> <u>Nonrecurring Charge</u>
2-wire	\$100.00
Each additional 2-wire	\$100.00
4-wire	\$150.00
Each additional 4-wire	\$150.00
First DS1	\$313.25
Each additional DS1	\$313.25

5.1.2 Change Charges (per order)

<u>Charge per Occurrence</u>	<u>Nonrecurring Charge</u>
Service Date Change Charge, per order	\$50.00
Design Change Charge, per circuit	\$150.00
Design Change Charge, per DS3 and higher circuit	\$300.00
Expedited Order Charge, per location, per order	\$250.00
Service Order Charge, per order	\$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$170.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00
Returned Check Charge	\$35.00
Cancellation (after 3 business days from order placement)	Full NRC plus \$250.00, per order

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SECTION 5 – RATES AND CHARGES, (CONT'D.)

5.1 Switched Access Service, (Cont'd.)

5.1.3 Cancellation Charges (per order)

Cancellation charge - Individual Case

Basis. 5.1.4 Direct Connect Charges

<u>Entrance Facility Type</u>	<u>Monthly Recurring Charge</u>
2-wire	\$30.00
4-wire	\$45.00
Per DS	\$150.00

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SECTION 5 – RATES AND CHARGES, (CONT'D.)

5.1 Switched Access Service, (Cont'd.)

5.1.5 Local Switching

- A. The Local Switching rate is applied per minute of use rate.

	Originating	Terminating
Per minute of use	\$0.0031160	Note 1
		Note 2

- B. Common Trunk Port

The Common Trunk Port (CTP) rate element is applied per minute of use when traffic is delivered from an access tandem for local switching or switched from a host office to a remote end office.

	Originating	Terminating
Per minute of use	\$0.0003710	Note 1
		Note 2

Note 1: See the access services tariff of ATT Operating Companies FCC No. 2
[<https://cpr.att.com/pdf/fcc-ait/2006.pdf>]

Note 2: See the access services tariff of Frontier Operating Companies FCC No. 5
[<http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf>]

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SECTION 5 – RATES AND CHARGES, (CONT'D.)

5.1 Switched Access Service, (Cont'd.)

5.1.6 Tandem Switching and Transport Rate Elements

A. The Tandem Switching rate element is applied per minute of use for traffic switched through an access tandem.

	<u>Originating</u>	<u>Terminating</u>
Per minute of use	\$0.00112000	Note 1 Note 2

B. Common Transport

Common Transport applies to traffic routed to or from an access tandem or from a host office to or from a remote end office. The Transport Termination rate element is applied per minute of use for the facility termination and per minute per mile for the Transport Facility.

	<u>Originating</u>	<u>Terminating</u>
Transport Termination Per Minute of Use	\$0.00010500	Note 1 Note 2
Transport Facility Per Minute of Use Per Mile	\$0.00001400	Note 1 Note 2

Note 1: See the access services tariff of ATT Operating Companies FCC No. 2
[<https://cpr.att.com/pdf/fcc-ait/2006.pdf>]

Note 2: See the access services tariff of Frontier Operating Companies FCC No. 5
[<http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf>]

Issued: _____ Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

SECTION 5 – RATES AND CHARGES, (CONT'D.)

5.1 Switched Access Service, (Cont'd.)

5.1.7 8XX Data Base Access Service

The 8XX Data Base Access Service query charge rate may vary depending on the locality. POTS Translation and Call Handling charges are optional features which apply in addition to the Number Delivery charge.

800 Query

Basic, per query

\$0.0023040

5.1.8 Direct-Trunked Transport

Offered on an individual case basis.

Note 1: See the access services tariff of ATT Operating Companies FCC No. 2
[<https://cpr.att.com/pdf/fcc-ait/2006.pdf>]

Note 2: See the access services tariff of Frontier Operating Companies FCC No. 5
[<http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf>]

Issued: _____

Effective: _____

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John P. Cinelli, President
Evansville, Indiana

SECTION 5 – RATES AND CHARGES, (CONT'D.)5.1 Switched Access Service,
(Cont'd.)

5.1.9 Other Switched Access

Access

A. BNA (Billing Name & Address)
\$0.20 per 10-digit ANI requested

B. Media Options
Charge

Customers who elect to receive a paper or CD-ROM version of their invoice will incur a surcharge of \$15.00 per bill cycle.

C. Automatic Number Identification (ANI)
Per ANI delivered \$0.000080

D. LRN Query of Last Resort - per Query
\$.0029720

Issued: _____

Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
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John P. Cinelli, President
Evansville, Indiana

SECTION 5 – RATES AND CHARGES, (CONT'D.)

5.2 Carrier Identification Code Opening

Charge

45.2.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

5.2.2 Rates and charges

CIC/ASR Charge per switch	\$50.00
---------------------------	---------

Issued: _____ Effective: _____

In Accordance with Case No. 22-0754-TP-ACE
Issued by the Public Utilities Commission of Ohio
John P. Cinelli, President
Evansville, Indiana

EXHIBIT B
Business Requirements

EXHIBIT B-1
Registration with Ohio Department of
Taxation

The Applicant's registration with the Ohio Department of Taxation is attached in
Exhibit B-1.



Department of
Taxation

REGISTRATION CONFIRMATION

PO Box 182215
Columbus, OH 43218-2215
Tax.ohio.gov

Metro Fibernet LLC
Metronet
8837 Bond Street
Overland Park, KS 66214

April 14, 2022

RE: Account Type: Seller's Use Tax
Account Number: 99114000
Effective Date: 7/1/2019
Filing Frequency: Monthly
TIN: 50

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail to PO Box 182215, Columbus, OH 43218-2215 or fax to 1-206-426-1014. You may also contact us by telephone at 1-888-405-4089 or by email through our website at tax.ohio.gov/emailus.

Legal Name	Metro Fibernet LLC
FEIN/SSN	**_***4657

Returns are required to be filed electronically. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at gateway.ohio.gov. Payments may be made directly from your bank account (electronic check) or by credit card.

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have any questions concerning your tax responsibilities or how to file your return(s), please contact us.

Ohio Department of Taxation
Phone: 1-888-405-4089
Fax: 1-206-426-1014
TTY/TDD: 1-800-750-0750

Certificate of Registration
Ohio Department of Taxation
P.O. Box 182215, Columbus, OH 43218-2215

Metro Fibernet LLC
Metronet
8837 Bond Street
Overland Park, KS 66214

License Type: SELLER'S USE TAX
Account Number: 99114000
Effective Date: 7/1/2019

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5741 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

Vendor's Guide to Ohio Sales and Use Tax

What Is Sales Tax?

Sales tax is a "trust" tax that must be collected on taxable retail sales to Ohio customers by all Ohio retailers and those out-of-state retailers that are registered with Ohio. It is called a "trust" tax because the consumer has entrusted this tax to retailers with the understanding that it will be reported and paid to the state of Ohio in a timely manner.

Types of Vendors' Licenses

To apply for any of the license types listed below, please visit the Ohio Business Gateway (OBG) at gateway.ohio.gov or for a paper application, the Ohio Department of Taxation's (ODT) Web site at tax.ohio.gov.

Regular County Vendor's License – This type of license is required by vendors making sales from a fixed place of business and vendors that make sales online or by catalog. Vendors of tangible personal property and certain services must have one regular vendor's license for each sales location. The application form is ST 1. Services requiring a regular vendor's license are as follows:

- Fabrication, installation, repair and/or storage of tangible personal property.
- Hotel or similar room rentals.
- Laundry and dry cleaning (excludes coin-operated machine sales).
- Personal care services, including skin care, application of cosmetics, manicures, pedicures, hair removal, tattoos, body piercing, tanning, massage and other similar services. It does not include hair care, cutting, coloring or style.
- Physical fitness facility service (membership fees and sales of tangible personal property).
- Recreation and sports club service (membership fees and sales of tangible personal property).
- Towing of motor vehicles, including those wrecked, disabled, or illegally parked.
- Washing (except coin-operated), cleaning, waxing, polishing or painting of motor vehicles.
- Transportation of persons within Ohio (except by public transit systems or commercial airlines).
- Landscaping, lawn care & snow removal services
- Building maintenance & janitorial services

Note: Services are taxed at the location where the customer receives the benefit or makes first use of the service.

Transient Vendor's License – This type of license is required when making sales from a non-fixed location such as a fair, an exhibition or a trade show, when the vendor travels to the customer's location to sell taxable items. These licenses are valid throughout Ohio and allow a vendor to make sales in all 88 counties in Ohio. The application form is ST 1T.

Filing Requirements

The Universal Sales Tax return (UST1) is used for all of the above licenses and must be electronically filed and paid by the due date. The filing frequency is determined by the ODT. Your frequency is stated on the Registration Confirmation notice and you will be informed in writing of any filing frequency changes.

Monthly Filers – The UST1 must be electronically filed and paid by the 23rd day of the month following the reporting period, for all tax collected during the preceding month. If the 23rd is on a weekend or holiday, the due date is the next business day.

Semi-annual Filers – Vendors and sellers whose tax liability is less than \$1,200 per six-month period may file and pay their sales taxes semi-annually. Such returns are due by the 23rd day of the month following the close of each semi-annual period for the tax collected during the preceding six-month period.

- Jan. 1 through June 30 – return and payment are due on or before July 23rd.
- July 1 through Dec. 31 – return and payment are due on or before Jan. 23rd.

Returns must still be filed even if no sales are made or no tax is due. Failing to file a return or remit tax due will result in fines, penalties and possibly criminal charges.

Ohio Tax Alerts – Vendors may sign up to receive tax alerts via e-mail for multiple tax types, including sales and use tax. These alerts include reminders of when semi-annual and monthly universal sales tax (UST1) returns and payments are due. These reminders can assist vendors in remitting timely returns and payments. This can be a very helpful service, as the ODT does not mail returns or information to new or existing vendors. To use this service, simply sign-up from our Web site at tax.ohio.gov.

Mandatory Electronic Filing

Each person holding a vendor's license, regardless of sales volume, is required to file a UST1 return electronically. ODT offers two ways to file a sales tax return electronically.

The Ohio Business Gateway – OBG allows taxpayers to electronically file their UST1 return and accepts electronic checks and credit cards for online payment and also allows taxpayers the option to pay with a paper check. To use this option, please visit gateway.ohio.gov and click on the "Login Now" or "Create an Account" link on the OBG home page.

TeleFile – Vendors with a regular (single) county vendor's license beginning with 01-88 may electronically file their UST1 returns over the phone through Ohio's TeleFile system. TeleFile users can remit payment by electronic check or credit card. To utilize the Ohio Telefile system, a vendor must have their vendor's license number and their two-digit TIN available. This information can be found on the Registration Confirmation issued when their vendor's license was activated. To use this option please call 1-800-697-0440.

Canceling a Vendor's License

If a vendor stops making taxable retail sales, a final UST1 must be filed and all taxes must be paid within 15 days of the final sale. Vendors must complete the space provided on the final UST1 indicating the last day of business. All electronic filing options, including OBG and TeleFile, allow a vendor to cancel their vendor's license when filing their final UST1. If you are a liquor permit holder, you cannot cancel the vendor's license until action has been taken on the liquor permit.

Are Vendors' Licenses Transferable?

Any change in ownership (sole proprietor to partnership, partnership to corporation, corporation to sole proprietor, partnership to sole proprietor, etc.) that requires the issuance of a new Federal Employer Identification Number (FEIN) requires a new license. A final UST1 return must be filed and all taxes paid within 15 days of the last day of business. Any change in location of a fixed place of business for a regular county vendor's license (beginning with 01-88) not within the same county, or if there is also a liquor permit, even within the same county, requires a new license, and a final UST1 return must be filed within 15 days of the last day of business for the preceding license. A change in location of a fixed place of business for a regular county vendor's license within the same county does not require a new license. However, you are required to complete form ST3 TL – Request for Transfer of Vendor's License. A change in the mailing address does not require a new license and can be requested by completing a ST 3C and can be found on ODT's Web site at tax.ohio.gov.

Determining Sales Tax Rates

Please visit the ODT Web site (tax.ohio.gov) or call the Business Taxpayer Services line (1-888-405-4039) for information on the tax rates and rules governing Ohio's sales and use tax. Sign up for Ohio Tax Alert and receive notification of tax rate changes. Sales and use tax rates for any address in Ohio can be verified by using The Finder, an online resource available at tax.ohio.gov.

Important Notes for Sales Tax

Nonprofit organizations exempt under section 501(c)(3) of the Internal Revenue Code that make retail sales no more than six days a year are not required to have a vendor's license or collect tax on those sales. If sales occur on more than six days, the organization must obtain a license and charge and remit tax. School-related, parent-teacher, and booster groups are exempt from registering and collecting the tax.

Sales Tax Exemptions – Blanket Exemption Certificate (STEC B)

– is used to purchase items exempt from sales tax with a valid reason for exemption (resale, agriculture, manufacturing, nonprofit, etc). The exemption form can be obtained from ODT's Web site at tax.ohio.gov. Promoters, organizers or owners of trade shows, fairs, flea markets, exhibitions or similar events where transient vendors make retail sales are required to maintain for at least four years and make available to the ODT records of the vendor's names, addresses, vendor's license numbers and types of goods sold.

What is Use Tax?

Use tax is a tax on the storage, use or other consumption of tangible personal property and certain taxable services in Ohio. These include purchases made from both Ohio and out-of-state vendors. The tax is a complement to the Ohio sales tax. In general, if you have paid Ohio sales tax on purchases of certain items or certain taxable services, then you do not owe Ohio use tax. If you have not paid Ohio sales tax, then you have a responsibility to remit Ohio use tax directly to the ODT, unless there is an exception or exemption that applies to the transaction. Please refer to the ODT's Web site (tax.ohio.gov) for more information on what is subject to use tax and the appropriate sales/use tax rate for your county. Sales and use tax rates for any address in Ohio can be verified by using The Finder, an online resource available at tax.ohio.gov.

How Do I Remit Use Tax Directly to Ohio?

The Universal Use Tax return (UUT1) is used for filing use tax. Businesses need to register for a Consumer's Use Tax account to begin remitting use tax directly to Ohio. Registration and filing are available on OBG at gateway.ohio.gov. OBG accepts electronic checks and credit cards for online payment and also allows taxpayers the option to print a payment coupon to pay with a paper check.

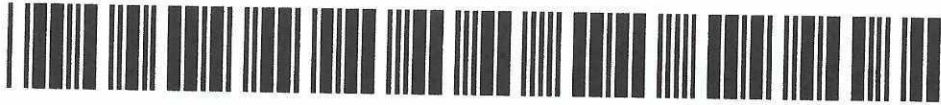
Important Numbers

Business Taxpayer Assistance	(888) 405-4039
Tax Fraud Hotline	(800) 757-6091
Ohio Relay for the Hearing Impaired	(800) 750-0750

EXHIBIT B-2

Certification of Ohio Secretary of State and Certificate of Good Standing

The Applicant's Certification by the Ohio Secretary of State and Certificate of Good Standing are attached in Exhibit B-2.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/30/2018	201833303016	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	99.00	0.00	0.00	0.00

Receipt

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

Q SERVICES LLC
8837 BOND STREET
OVERLAND PARK, KS 66214

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

4260816

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

METRO FIBERNET LLC

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

Document(s)

REGISTRATION OF FOREIGN FOR PROFIT LLC

Effective Date: 11/30/2018

Document No(s):

201833303016



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
30th day of November, A.D. 2018.

Ohio Secretary of State

Form 533B Prescribed by:

JON HUSTED
Ohio Secretary of State

Date Electronically Filed: 11/30/2018

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.comFor screen readers, follow instructions located at this path.

Registration of a Foreign Limited Liability Company

Filing Fee: \$99**Form Must Be Typed****CHECK ONLY ONE (1) BOX**

<input checked="" type="checkbox"/> (1) Registration of a Foreign For-Profit Limited Liability Company (106-LFA) ORC 1705		
Jurisdiction of Formation	NV	USA
	State	Country
Date of Formation	2/7/2011	

<input type="checkbox"/> (2) Registration of a Foreign Nonprofit Limited Liability Company (106-LFA) ORC 1705		
Jurisdiction of Formation		
	State	Country
Date of Formation		

Name of Limited Liability Company in its jurisdiction of formation

METRO FIBERNET LLC

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:

JOHN CAMPBELL

Name

8837 BOND STREET

Mailing Address

OVERLAND PARK

City

KS

State

USA

Country

66214

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

NATIONAL REGISTERED AGENTS INC.

Name of Agent

4400 EASTON COMMONS WAY, SUITE 125

Mailing Address

COLUMBUS

City

OH

State

43219

ZIP Code

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

Must be signed by an authorized 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.

METRO FIBERNET LLC

Signature

ED CORR

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

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

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show METRO FIBERNET LLC, a Nevada Limited Liability Company, Registration Number 4260816, was registered in the State of Ohio on November 30, 2018, is currently authorized to transact business in this state.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 10th day of May, A.D. 2022.*

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202213003506

EXHIBIT C
Financial Viability

EXHIBIT C-1
Executive Summary of Financial Condition,
Liquidity, and Capital Resources

The Applicant considers its executive summary of financial condition, liquidity, and capital resources, to be confidential and has, therefore, filed such information under seal pursuant to Ohio Admin. Code 4901-1-24(D).

EXHIBIT C-2
Financial Statements

The Applicant considers its financial information to be confidential and has, therefore, filed such information under seal pursuant to Ohio Admin. Code 4901-1-24(D).

EXHIBIT C-3
Documentation to Support Cash and Funding Sources

The Applicant considers its documentation to support cash and funding sources to be confidential and has, therefore, filed such information under seal pursuant to Ohio Adm. Code 4901-1-24(D).

EXHIBIT D
Managerial Ability and Corporate Structure

EXHIBIT D-1
Technical and Managerial Expertise

EXECUTIVE TEAM Title		Years of Experience
Albert E. Cinelli	CHAIRMAN	53
John P. Cinelli	CHIEF EXECUTIVE OFFICER	25
Dave Heimbach	PRESIDENT AND CHIEF OPERATING OFFICER	24
John Campbell	EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL	20
Lohn H. Weber	EXECUTIVE VICE PRESIDENT & CHIEF FINANCIAL OFFICER	23
John Greenbank	EXECUTIVE VICE PRESIDENT ADMINISTRATION	36
Kelvin Fee	EXECUTIVE VICE PRESIDENT, CUSTOMER OPERATIONS, ENGINEERING AND ASSOCIATE RESOURCES	36

Albert E. Cinelli | CHAIRMAN

For over a half a century Mr. Cinelli has provided a high level of leadership and vision to a variety of successful enterprises. Currently, Mr. Cinelli serves as Chairman of MetroNet Holdings, LLC and its subsidiaries, including CMN-RUS, Inc. Over his career, Mr. Cinelli has successfully incubated multiple companies from their inception including nGenX Corporation, Metro Fibernet, LLC (a provider of telecommunication services, video and high speed, fiber-based broadband to customers in fourteen states), Norlight, Inc. (f/k/a Cinergy Communications Company, a facilities-based CLEC) and Kentucky Data Link, Inc. (a transport company providing wireless back-haul services), which was sold to Windstream Communications as part of a merger valued at \$825 Million. Before he became an entrepreneur in the communications industry, Mr. Cinelli served as Vice President and General Counsel of Marion Labs in Kansas City, where as part of the senior management team, he helped grow that company from \$80 Million in revenue to over \$1 Billion. Prior to Marion Labs, Mr. Cinelli served as the International General Counsel for American Home Products in New York City. Mr. Cinelli holds a Bachelor of Arts degree in Political Science and Economics from Lafayette College and his Juris Doctorate from Columbia University Law School.

John P. Cinelli | CHIEF EXECUTIVE OFFICER

Mr. Cinelli has 25 years of experience successfully managing telecommunications companies. Currently he is CEO of MetroNet Holdings, LLC and its subsidiaries, including CMN-RUS, Inc., Metro Fibernet, LLC, Climax Telephone Company (an incumbent local exchange carrier and competitive local exchange carrier in Michigan), and Jaguar Communications, Inc. (a competitive local exchange carrier in Minnesota). Prior to those roles, Mr. Cinelli served as Chief Executive Officer and President of Q-Comm Corporation, a holding company for multiple telecommunications entities including Kentucky Data Link, Inc. He also served as Chief Executive Officer and President of Norlight, Inc. (f/k/a Cinergy Communications Company), a facilities-based competitive local exchange carrier that offered telecommunications services

to residential and business customers throughout the Midwest. Q-Comm was acquired in 2010 by Windstream Communications as part of an \$825 million merger. Mr. Cinelli has a Bachelor of Arts degree from Tufts University.

Dave Heimbach | PRESIDENT AND CHIEF OPERATING OFFICER

Mr. Heimbach is a 24-year veteran of the telecommunications industry, having served in a variety of senior management roles with both public and private companies spanning a range of mature, legacy operations to early-stage high growth businesses. He is currently President and Chief Operating Officer of MetroNet Holdings, LLC and its subsidiaries, including CMN-RUS, Inc., Metro Fibernet, LLC, Climax Telephone Company and Jaguar Communications, Inc. In his role as EVP/COO of Shentel, Mr. Heimbach has led the creation of over \$1B in equity value during his 3-year tenure. He has led the launch of a new high growth Fiber-to-the-Home (FTTH) strategy branded Glo Fiber. Prior to joining Shentel, Mr. Heimbach served as Chief Operating Officer of Rise Broadband, the nation's largest fixed wireless broadband service provider. Prior to joining Rise Broadband, Mr. Heimbach held several executive positions at Cincinnati Bell (NYSE: CBB) over a 14-year period, including Chief Operating Officer; Senior Vice President & General Manager, Business & Carrier Markets; Vice President & General Manager of the Evolve Business Solutions subsidiary; Vice President of Product Development; Director, Small & Medium Business Strategy; Director of Operations, Extended Territories; and Product Manager. Mr. Heimbach holds a B.S. in Communications from the J. Warren McClure School of Information and Telecommunications Systems from Ohio University and is a board member of ACA Connects (formerly the American Cable Association).

Lohn H. Weber | EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER

Mr. Weber has overseen and managed the financial operations of multiple telecommunications companies in the span of 17 years. Mr. Weber is currently services as Executive Vice President and Chief Financial Officer of MetroNet Holdings, LLC and its subsidiaries, including CMN-RUS, Inc., Metro Fibernet, LLC. Through the course of his career, he has raised more than \$500 million in debt financing for various companies. Mr. Weber previously served as Chief Financial Officer of Q-Comm and its subsidiaries, including Kentucky Data Link, Inc., a wholesale communications transport provider that grew from no revenues to revenues of \$200 million a year under his tenure and Norlight, Inc., a facilities-based competitive local exchange carrier that offered telecommunications services to residential and business customers throughout the Midwest including, Indiana, Kentucky, Illinois, and Ohio. He is a graduate of the University of Missouri and is a Certified Public Accountant.

John M. Campbell | EXECUTIVE VICE PRESIDENT AND GENERAL COUNSEL

Mr. Campbell oversees the legal and regulatory affairs of MetroNet Holdings, LLC and its subsidiaries, including CMN-RUS, Inc, Metro Fibernet, LLC, Climax Telephone Company and Jaguar Communications, Inc. He has 20 years of legal and regulatory experience working for communications companies. Previously, Mr. Campbell served as the senior legal officer of a \$60 million national wireless broadband provider. He also gained extensive legal, real estate and regulatory experience serving in various capacities with Sprint Communications Company and its affiliates over an eight-year period, which included being part of a team that developed policies and processes to implement the Telecommunications Act of 1996 and opening the local telephone market to competition. He is a graduate of Chicago-Kent College of Law.

John Greenbank | EXECUTIVE VICE PRESIDENT, ADMINISTRATION

Mr. Greenbank is responsible for overseeing all aspects of the construction efforts of CMN-RUS, Inc., and Metro Fibernet, LLC. He has extensive experience in all aspects of constructing and maintaining long-haul and local networks for the provision of telecommunications service, video and broadband. Prior to serving with MetroNet, Mr. Greenbank served as President of Kentucky Data Link, Inc., a long-haul fiber transport provider which provided back-haul services for wireless companies and wholesale transport services for telecommunications providers, for over 14 years. During his tenure, he grew that company from an entity with no fiber assets in 1998 to one with 27,000 fiber route miles by 2012. Before working at Kentucky Data Link, Mr. Greenbank used his vast telecommunications experience running other small telecommunications companies since 1980.

Kelvin Fee | EXECUTIVE VICE PRESIDENT, CUSTOMER OPERATIONS, ENGINEERING AND ASSOCIATE RESOURCES

Mr. Fee has over 36 years of experience in the cable TV and telecommunication industry. He started his career with TCI as an Auditor and over his 17-year career became Regional VP over TCI's operations in the Midwest. Once TCI was sold to AT&T, he became SVP of AT&T Broadband Operations in Florida where he was responsible for over 1 million customers and oversaw the launch of INET for Florida. Mr. Fee then moved on to a startup company, WOW Internet and Cable, where he was SVP of WOW's Midwest Region, and he oversaw the launch of INET and phone. In 2015, he became COO of Access Media, a company that provides broadband services to multiple dwelling unit buildings. In 2018, Mr. Fee joined MetroNet as EVP of Operations and the Customer Care centers, Field Operations, Engineering and Dispatch groups. He has a degree in Business Management from Northwestern State University of Louisiana.

EXHIBIT D-2
Officers & Directors

Albert E. Cinelli, Chairman 8837 Bond, Overland Park, KS	(812) 213-1075
John P. Cinelli, President 3701 Communications Way, Evansville, IN	(812) 456-1215
Dave Heimbach, President, and COO 3701 Communications Way, Evansville, IN	(303) 219-7460
Lohn H. Weber, V.P., and Treasurer 8837 Bond, Overland Park, KS	(913) 794-3128
Kevin Stelmach, V.P., and Gen. Manager 3701 Communications Way, Evansville, IN	(812) 759-7958
John Campbell, V.P., and Secretary 8837 Bond, Overland Park, KS	(913) 794-3128
Ed Corr., V.P. Tax 8837 Bond, Overland Park, KS	(913) 794-3128

EXHIBIT D-3
Corporate Structure and Ownership

The Applicant considers its corporate structure and ownership to be confidential and has, therefore, filed such information under seal pursuant to Ohio Admin. Code 4901-24(D).

EXHIBIT D-4
Similar Operations in Other States

STATE	DATE of CLEC CERTIFICATION	RESIDENTIAL LINES	COMMERCIAL LINES
Colorado	2022	Under Construction	
Florida	2019	577	91
Indiana	2011	17185	12637
Illinois	2016	5341	2434
Iowa	2015	2607	829
Kentucky	2018	3519	1517
Michigan	2019	196	711
Minnesota	2019	5797	711
North Carolina		336	7
Missouri	2021	Pending	
Texas	2022	Under Construction	
Virginia	2021		

Affiliates

Metro Fibernet, LLC holds a Certificate to operate as a Competitive Access Provider (CAP) in Michigan. (2019)

Jaguar Communications, Inc. holds a Certificate of Public Convenience and Necessity to operate as a CLEC in Minnesota (2000).

CMN-RUS, Inc. holds a Certificate of Territorial Authority in Indiana (2004) and for a Certificate to provide Local Exchange Services in Kentucky (2006). However, CMN-RUS, Inc. does not operate in Kentucky.

Metro Fibernet, LLC acquired NTS Communications, LLC d/b/a Vexus Fiber on May 31, 2022. Vexus is authorized to provide facilities-based and resale telecommunications in Texas pursuant to Service Provider Certificate of Operating Authority ("SPCOA") No. 60044 and is registered as an interexchange carrier pursuant to Registration No. IX010963. NTS Communications, Inc. holds intrastate long distance and local resale license in Arizona (the name of license is pending change to reflect NTS Communications, LLC). In Louisiana, NTS Communications, LLC holds a license to provide local and long-distance services. Lastly, NTS Communications, Inc. holds a license in New Mexico to provide intrastate long distance and local telecommunications services (the name of license is pending change to reflect NTS Communications, LLC).

EXHIBIT D-5
Statement Regarding FCC accounting methods

The Applicant will follow FCC accounting methods, where applicable.

EXHIBIT E
Documentation Attesting to Proposed Interactions with Other Carriers

EXHIBIT E-1
Derivation of Rates

The Applicant's rates will be derived through both interconnection agreements and tariffs.

EXHIBIT E-2
Interconnection/Resale Agreements

The Applicant is in the process of negotiating an interconnection agreement with AT&T and is also working with Frontier Communications on interconnection agreement and other issues.

EXHIBIT E-3
Interconnection Affidavit, Bona Fide Requests, Timeline

The Applicant's letters requesting to interconnect and accompanying affidavit are attached in Exhibit E-3.

AFFIDAVIT

STATE OF KANSAS

COUNTY OF JOHNSON

The undersigned, Johnny Chuang, being duly sworn, hereby deposes and says:

1. I am employed by Metro Fibernet, LLC as Corporate Counsel. In this position, I am responsible for requesting Interconnection Agreements from the Incumbent Local Exchange Company and finalizing negotiations.
2. On April 28, 2022, I forwarded to AT&T the attached Bona Fide Request for Negotiation of an Ohio Interconnection Agreement.
3. On April 28, 2022, I forwarded to Frontier Communications the attached Bona Fide Request for Negotiation of an Ohio Interconnection Agreement.

Executed this 28th day of April, 2022.

Johnny Chuang
Johnny Chuang

NOTARY ACKNOWLEDGEMENT

STATE OF Kansas, COUNTY OF Johnson, ss:

Tamela D. Bruns
Notary Public

A/R Legal Admin
Title and Rank

July 8th, 2024
Date Commission Expires





Johnny Chuang
Corporate Counsel

April 28, 2022

VIA Email

Frontier Communications
Attn: Contract Management
Email Address: Contract.Management@ftr.com

Re: Bona Fide Request for Negotiation of an Ohio Interconnection Agreement

Dear Contract Management:

Metro FiberNet, LLC d/b/a MetroNet is applying for CLEC certification in the state of Ohio. This is a written request to begin negotiations on an Interconnection Agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Please forward an unlocked Word version of your standard Ohio Interconnection Agreement to johnny.chuang@metronet.com. If you have any questions, please do not hesitate to contact me directly.

Regards,

A handwritten signature in blue ink, appearing to read "Johnny Chuang", is written over the "Regards," text.

Johnny Chuang

8837 Bond St., Overland Park, KS
(913) 794-3157



Johnny Chuang
Corporate Counsel

April 28, 2022

VIA Email

AT&T
Attn: Contract Management
E-mail Address: m41654@att.com

Re: Bona Fide Request for Negotiation of an Ohio Interconnection Agreement

Dear Contract Management:

Metro FiberNet, LLC d/b/a MetroNet is applying for CLEC certification in the state of Ohio. This is a written request to begin negotiations on an Interconnection Agreement pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Please forward an unlocked Word version of your standard Ohio Interconnection Agreement to johnny.chuang@metronet.com. If you have any questions, please do not hesitate to contact me directly.

Regards,

A handwritten signature in blue ink, appearing to read "Johnny Chuang", is written over a light blue horizontal line.

Johnny Chuang

8837 Bond St., Overland Park, KS
(913) 794-3157

EXHIBIT F
Proposed Interactions with Customers

EXHIBIT F-1
Sample Copy of Customer Bill and Disconnection
Notice

A sample copy of a customer bill for services used by the Applicant is attached.
Additionally attached, is an example of a disconnection of notice used by the Applicant.

METRONET NEWS

IMPORTANT BILLING NEWS

Effective **May 9, 2022**, we will begin assessing a surcharge in the amount of 3.5% of your transaction's value if you use a credit card to make payments to Metronet. To avoid this surcharge, change your payment method to debit card, prepaid card, or ACH. This surcharge will be in addition to your total amount due for Metronet services.

Questions about your Business Service?

Please contact:

Business Customer Service

Voice: (855) 769-0936

Email: business-customer-service@metronetinc.com

**

ATTENTION

** **

YOUR SERVICES ARE ABOUT TO BE SUSPENDED **

To avoid service interruption and a \$35.00 reconnection fee call our Payment Processing Department at 1-866-517-3712 to make payment arrangements for the "Outstanding Balance" of \$376.57. Unless payment arrangements are made we will suspend your services as early as April 14, 2022.

To avoid a late fee, pay \$387.36 by May 03, 2022. If you have already paid the "Outstanding Balance", we thank you and ask that you disregard this notice.

4575 Pecan Dr.
3rd Floor
Paducah KY 42001-6752
ADDRESS SERVICE REQUESTED

MonthError -1, 20

METRONET™

Account #: INS001
Total Amount Due: \$1NS002

.111!1111..."1.11141.11!"1-1.1!011111111h101111111

0026020024002099293048307-1A1 -1Y110008E54 3

BRL2ADASSI - 3
SAMPLE DEBTOR
1234 MAIN STREET
ANYTOWN OH

 $k,$

11

Metronet
4575 Pecan Dr.
3rd Floor
Paducah KY 42001-6752

*** Please detach the upper

portion and return with your payment'

""Retain this portion for future reference""

Re: PAST DUE ACCOUNT

The current balance of your past due account is \$1NS002. Payment is due upon receipt of this letter.

Please include your account number INS001 on your check to insure proper application of your payment on your account.

Please contact me at the extension below to make payment arrangements on your account. To make payment by phone please call 1-866-517-3712.

Failure to respond to this letter immediately will prompt disconnection of your service and your account could be referred to a collection agency for further action.

Sincerely,

Amanda Dassing
Payment Processing
PH#: 866-613-5706 EXT. 1034

Metronet
4575 Pecan Dr.
3rd Floor
Paducah KY 42001-6752
866-613-5706 - phone
800-599-1100 - fax

12345678-000001-03-0-AA

3-SFCNGY10-BRL2ADASSI-10/05/15

EXHIBIT F-2
Sample Copy of Customer Application

The Applicant's sample copy of a customer application for services used is attached in Exhibit F-2.

Is MetroNet in your area?

Please enter your zip code and address.

ADDRESS Example: 123 N Oak St, Lafayette, LA 70501

6110 GANDLER RD E, DAYTON, OH 45424


Are you a student?*

YES NO

SUBMIT

*Required

Metro FiberNet, LLC d/b/a Metronet – Residential Application



RESUME SIGNUP

ORDER HOME SERVICES

ADDRESS: 6310 GANDER RD E, 45424 (CHANGE)

1: SELECT SERVICES2: EQUIPMENT OPTIONS3: ADDITIONAL FEATURES4: PURCHASE

PHONE

\$20⁰⁰_{MO.}

[View Details](#)



SELECTED

CONTINUE ►►

Metro FiberNet, LLC d/b/a Metronet – Residential Application



ORDER HOME SERVICES

ADDRESS: 6310 GANDER RD E, 45424

1: SELECT SERVICES2: EQUIPMENT OPTIONS3: ADDITIONAL FEATURES4: PURCHASE

Purchase - Review Your Order

SERVICES

PHONE
Phone Service \$20.00

OTHER CHARGES

Technology Service Fee. \$ 9.95
Taxes and Fees. \$ 1.05

TOTAL MONTHLY CHARGES \$ 31.00

◀ BACK

CONTINUE ▶

 ORDER HOME SERVICES

ADDRESS: 6310 GANDER RD E, 45424

1: SELECT SERVICES2: EQUIPMENT OPTIONS3: ADDITIONAL FEATURES4: PURCHASE

Purchase - Account Information

*All fields are required unless marked otherwise.

First Name*

Residential

Last Name*

Customer

Email Address*

Residential.Customer@metronet.com

(Your email address is used for informational purposes only. MetroNet will not share, sell or rent to others.)

Address*

6310 GANDER RD E

City*

DAYTON

State*

OH

Zip Code*

45424

Have you lived at this address for 1 year or more?*



Yes

No

Date of Birth*

08/01/2000

Mobile Number on Your Account:*

(999) 999 - 9999

By checking here, I agree to receive text message alerts from MetroNet.

Would you like to move your current phone number to your new MetroNet account?

☐ YES – You are authorized to move my current number to the MetroNet system.*



NO – I would like a NEW number.*

◀ BACK

CONTINUE ▶

Metro FiberNet, LLC d/b/a Metronet – Residential Application

ORDER HOME SERVICES

ADDRESS: 6310 GANDER RD E, 45424

1: SELECT SERVICES2: EQUIPMENT OPTIONS3: ADDITIONAL FEATURES4: PURCHASE

Purchase – Schedule Installation

You are pre-approved for the services you selected and will be invoiced following service installation. Please choose your preferred installation date and time below.

Please select your preferred installation date and time.

AUGUST 2022

Su Mo Tu We Th Fr Sa

15

16

17

18

19

20

22

23

24

25

26

27

29

30

31

7:00 AM - 8:00 AM

☒ 8:00 AM - 9:00 AM

9:00 AM - 10:00 AM

10:00 AM - 12:00 PM

1:00 PM - 3:00 PM

3:00 PM - 5:00 PM

5:00 PM - 7:00 PM

CONTINUE >>

Metro FiberNet, LLC d/b/a Metronet – Residential Application

			ORDER HOME SERVICES
ADDRESS: 6310 GANDER RD E, 45424			
1: SELECT SERVICES	2: EQUIPMENT OPTIONS	3: ADDITIONAL FEATURES	4: PURCHASE

Purchase - Payment Method

AMOUNT DUE NOW

\$0.00

Automatic Billing:

The payment method selected will be used to automatically draft your payment each month. You can update your payment information anytime in your Customer Portal. By selecting a payment option below you are agreeing to these [Terms and Conditions](#).

Pay with Checking or Savings Account

Pay with Credit/Debit Card



I will pay through other methods each month (in store, by mail, or by phone)

How would you like to receive your invoice each month?:



Mail (additional \$4.95/month)

Online (Review online with Metronet's Customer Portal at no charge)

Payment Terms:

- Be on the lookout for your next invoice that will generate soon after your services have been installed.
- You agree to pay this invoice and every invoice on or before the due date.
- If your payment fails to process or is returned for insufficient funds your services will be suspended and a \$25 Insufficient Funds Fee will be added to your balance.
- When invoices are unpaid:



* By checking this box or activating or using service, I acknowledge that I have read and agree to MetroNet's Terms and Conditions ([click here to read](#)) including the payment terms set forth above.

CART SUMMARY

SERVICES

PHONE

Phone Service \$20.00

OTHER CHARGES

Technology Service Fee. \$ 9.95

Taxes and Fees. \$ 1.05

MONTHLY CHARGES. . \$31.00

FINISH ►►

EXHIBIT F-3
Sample Copy of Customer Bill (Residential and
Commercial)

The Applicant's sample copy of customer bill is attached in Exhibit F-1.

Account Information

Customer Name RESIDENTIAL CUSTOMER
Account Number 9999999
Invoice Date 07/04/2022

metronet™

YOUR ACCOUNT SUMMARY

ACCOUNT NUMBER 9999999

Previous Activity

Previous Balance:	\$00.00
Applied Payments & Credits:	-\$00.00
Outstanding Balance:	\$0.00

New Charges

Phone Services	\$00.00
Other Charges & Credits	\$0.00
Taxes	\$00.00
Fees	\$0.00

New Charges Due:	\$00.00
If paid on or before:	July 25, 2022
<i>If paid after July 25, 2022</i>	<i>\$000.00</i>

Total Charges Due: \$00.00
(Outstanding Balance & New Charges combined)

METRONET NEWS

We always enjoy hearing from our customers! If you have questions about your invoice or need additional assistance, you can connect with a friendly, knowledgeable Customer Care Associate by:

- Emailing us at customer_service@metronet.com
- Chatting with us online at metronet.com/support
- Messaging us on Facebook or Twitter @MetronetFiber
- Calling us at (877) 407-3224
- Visiting your nearest Metronet retail store

PLEASE DETACH AND RETURN WITH PAYMENT

metronet™

3701 COMMUNICATIONS WAY EVANSVILLE, IN 47715-8929

Address Service Requested

RESIDENTIAL CUSTOMER
123 ANY STREET
ANYWHERE OH 99999-9999

Checks payable to METRONET
Please include your account number on check

You may pay your bill online at www.metronet.com or by phone by calling 1-866-517-3712.

Customer Name RESIDENTIAL CUSTOMER
Account Number 9999999

Balance Due: \$00.00

Due on or before: July 25, 2022

NOTE: Your payment is set for auto draft 15 days following invoice date by ACH

Amount Enclosed

\$

Metro FiberNet LLC
PO BOX 630903
CINCINNATI, OH 45263-0903





1-877-407-3224 | metronet.com

Customer Name
Account Number
Invoice Date

RESIDENTIAL CUSTOMER
9999999
07/04/2022

Phone Services 0.00

(999) 999-9999
07/04 - 08/03 Complete Phone 1000** 0.00

Other Charges & Credits 0.00

Billing Fee 0.00
Technology Service Fee 0.00

Taxes 0.00

Federal Excise Tax 0.00
OH State Taxes 0.00
FCC Regulatory Fee 0.00

Fees 0.00

Federal USF** 0.00
FCC Subscriber Line Charge** 0.00
Local Number Portability** 0.00

New Charges 00.00

Previous Balance 00.00

Payments, Credits & Adjustments -00.00

06/19 Payment Received -00.00

Total Charges Due 00.00

Terms & Conditions

In order to retain phone service, a minimum payment of \$9.95 must be received.

** Failure to pay these charges may result in the disconnection of your local phone services.

Customer Service

You have up to ninety (90) days from the "Bill Date" to dispute any charge on your bill. If you want to dispute a charge or have any questions regarding your bill statement or account, please contact our Customer Service at: 1-877-407-3224.

Account Information

Customer Name BUSINESS CUSTOMER
Account Number 9999999
Invoice Date 07/02/2022

metronet™

YOUR ACCOUNT SUMMARY

ACCOUNT NUMBER 9999999

Previous Activity

Previous Balance:	\$000.00
Applied Payments & Credits:	-\$000.00
Outstanding Balance:	-\$000.00

New Charges

Phone Services	\$000.00
Other Charges & Credits	\$00.00
Taxes	\$0.00
Fees	\$0.00

New Charges Due:	\$000.00
If paid on or before:	July 23, 2022
If paid after July 23, 2022	\$0.00

Total Charges Due: \$0.00
(Outstanding Balance & New Charges combined)

METRONET NEWS

Questions about your Business Service?

Please contact:

Business Customer Service

Voice: (855) 769-0936

Email: business-customer-service@metronet.com

PLEASE DETACH AND RETURN WITH PAYMENT

metronet™

3701 COMMUNICATIONS WAY EVANSVILLE, IN 47715-8929

Address Service Requested

BUSINESS CUSTOMER
123 ANY STREET
ANYWHERE OH 99999-9999

Checks payable to METRONET
Please include your account number on check

You may pay your bill online at www.metronet.com or by phone
by calling 1-866-517-3712.

Customer Name	BUSINESS CUSTOMER
Account Number	9999999

Balance Due: \$0.00

Due on or before: July 23, 2022

*NOTE: Your payment is set for auto draft 15 days following invoice
date by ACH*

Amount Enclosed

\$

Metro FiberNet LLC
PO BOX 630903
CINCINNATI, OH 45263-0903





1-855-769-0936 | metronet.com

Customer Name BUSINESS CUSTOMER
Account Number 9999999
Invoice Date 07/02/2022

Phone Services 0.00

(999) 999-9999			
07/02 - 08/01	Business Voice Plus**		00.00
	Business Voice Plus		
06/21 - 06/21	Long Distance Calls		0.00

Other Charges & Credits 0.00

Billing Fee	0.00
-------------	------

Taxes 0.00

Federal Excise Tax	0.00
OH State Taxes	0.00
FCC Regulatory Fee	0.00

Fees 0.00

Federal USF**	0.00
FCC SLC Basic Line Charge**	0.00
Local Number Portability**	0.00

New Charges 000.00

Previous Balance 000.00

Payments, Credits & Adjustments -000.00

06/17	Payment Received	-000.00
-------	------------------	---------

Total Charges Due 0.00

LD Management Reports

Summary by Originating Number

Service #	Description	Calls	Min	Charges
9999999999	LONG DIST	0	0.0	0.00
	Total	0	0.0	0.00

Long Distance

(999) 999-9999

Date	Time	To Number	To City	Min	Charges
Total LD (999) 999-9999					0.0 0.00

Total Long Distance 0.00

Terms & Conditions

** Failure to pay these charges may result in the disconnection of your local phone services.

Customer Service

You have up to ninety (90) days from the "Bill Date" to dispute any charge on your bill. If you want to dispute a charge or have any questions regarding your bill statement or account, please contact our Customer Service at: 1-855-769-0936.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

8/9/2022 11:04:38 AM

in

Case No(s). 22-0754-TP-ACE

Summary: Application Telecommunications Supplemental Application for Carrier
Certification electronically filed by Mr. Christopher L. Miller on behalf of Metro
Fibernet, LLC d/b/a MetroNet