

S-32330

PEG BANDWIDTH LA, LLC

La. P.S.C. No. 1
Original Sheet 1

Issued Date: May 16, 2012

Effective Date: July 14, 2012

Issued By: Edgar DeLong, COO

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES GOVERNING THE PROVISION OF DEDICATED LOCAL TRANSMISSION SERVICES WITHIN THE COMMONWEALTH OF LOUISIANA

The contents of this tariff are governed and interpreted according to the laws of the State of Louisiana.

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CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
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* New or Revised Page

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Department follows in its tariff approval process, the most current page number on file with the Department is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Department an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Department.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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SECTION 1 - TERMS AND ABBREVIATIONS

Individual Case Basis (ICB) - A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATIONS, Inc. Tariff F.C.C. No. 4.

Multiplexing - The act of combining a number of individual message circuits for transmission over a common transmission path.

Multiplexing Hub - A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

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

Private Line Service - Provides DS3 and optical SONET (OC-N) circuits which are specifically dedicated to Customer's used between two (2) points specified by the Company and Customer in a Service Order.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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SECTION 1 - TERMS AND ABBREVIATIONS

Served Direct Intraexchange Channel - A path for digital transmission between the customer's premises located on the same cable feeder route, less than 3,500 cable feet apart, and having no central office connection.

Service Order - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to dedicated telecommunications services provided by the Company to business customers only. The services described in this tariff are not offered to residential customers.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State.

2.2 Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff. The provision of service under this tariff shall not create a partnership or joint venture between the Company and Customer.

2.3 Shortage of Equipment and Facilities

All service is subject to the availability of suitable facilities and where the Company can secure acceptable arrangements with underlying suppliers (for resold services). The Company may deny service, limit the length of service, or discontinue furnishing services when necessary because of the lack of acceptable transmission medium capacity, the unavailability of equipment and facilities, or because of any causes beyond its control.

2.4 Terms and Conditions

- 2.4.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS

2.4 Terms and Conditions (cont'd)

- 2.4.2 Services requested by a Customer under this tariff shall be requested on service order forms ("Service Orders") in effect from time to time, which shall contain or reference this tariff, the name of the Customer, a specific description of the service ordered and applicable bandwidth, the requested start date ("Requested Start Date"), the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonable requested by the Company, which may supplement the terms and conditions contained in this Tariff.
- 2.4.3 The Company will make reasonable efforts to meet a Customer's Requested Start Date. In the event that a Requested Start Date is altered, Customer's Requested Start Date will be changed to reflect the number of days of delay or advance, as appropriate (the "Actual Start Date").
- 2.4.4 The Company's standard service implementation interval for services provided on the Company's owned and operated facilities is forty-five (45) days from acceptance of a Service Order by the Company's Customer Care department. Such acceptance shall be indicated by the signature of a representative of such department on the Service Order. The standard service implementation interval for services provided by a third party and either partially or wholly off of the Company's owned and operated network shall be determined on an ICB. The Company shall make reasonable efforts to provide services within its standard service implementation interval or on Customer's Requested Start Date and shall not be liable to pay to the Customer any penalties or damages for Company's failure to meet such standard service implementation intervals.
- 2.4.5 Services shall be deemed to begin on the date the Company issues notice that service is available (the "Actual Start Date"), unless the Company receives written notice from the Customer within three (3) business days after the Company's issuance of notice that service is available, stating that the service is in material non-compliance with applicable technical specifications.

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SECTION 2 - RULES AND REGULATIONS

2.4 Terms and Conditions (cont'd)

- 2.4.6 Customers may request a delay in the Actual Start date of a Service Order provided that (i) a written delay request is provided to Company no later than 5 business days prior to the Requested Start Date or the delayed Requested Start Date, as the case may be, and (ii) the aggregate number of days requested by such delay request or requests do not exceed 30 calendar days from the Service Order's original Requested Start Date. At the expiration of such 30 day period, the Customer may no longer delay the Actual Start Date of such Service Order, and Company may begin billing as of such date.

2.5 Limitations on Liability

- 2.5.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of Outage Credits to the Customer for interruptions in service as set forth in section 2.15 of this Tariff.
- 2.5.2 Except for the extension of Outage Credits to the Customer for interruptions in service, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including but not limited to any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure or breakdown of facilities associated with the service.
- 2.5.3 The Company shall not be liable for any claims for loss or damages involving:
- A. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

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SECTION 2 - RULES AND REGULATIONS

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil disturbances; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES AND REGULATIONS

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.5.4 The Company and the Customer shall defend, indemnify and hold harmless the other against and from any and all claims for property damage, physical personal injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of service or other performance.

2.5.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE OUTAGE CREDITS REMEDY SET FORTH IN SECTION 2.15 IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER AND IS IN LIEU OF ALL OTHER REMEDIES.

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SECTION 2 - RULES AND REGULATIONS**2.5 Limitations on Liability (cont'd)**

- 2.5.6 Customers shall make all arrangements with copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations, clearances or consents with respect to transmission contents ("Consents"). Customers shall indemnify and hold harmless the Company and Providers (as defined below) against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over Company's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal. Providers shall be defined to include the Company, any third party or affiliated provider, operator or maintenance/repair contractor of facilities employed in connection with the provision of services under this tariff. The Company may terminate or restrict any transmissions over the network if, in its judgment, (a) such actions are reasonably appropriate to avoid violation of applicable law; or (b) there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Providers. Customer agrees not to use services for any unlawful purpose, including without limitation any use which constitutes or may constitute a violation of any local, state or federal obscenity law.

2.6 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such test, adjustments, or inspections.

2.7 Provision of Equipment and Facilities

- 2.7.1 The Customer has sole responsibility for installation, testing and operation of facilities, services and equipment ("Customer Facilities") other than those specifically provided by the Company as part of the services described in a Service Order. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for service after the Actual Start Date.

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SECTION 2 - RULES AND REGULATIONS

2.7 Provision of Equipment and Facilities (cont'd)

2.7.2 Any equipment provided by the Customer must be itemized on a schedule listing all such Customer-provided equipment and appended to the Service Order to which use of that equipment relates ("Customer Equipment Inventory"). The Company shall not be obligated to provide service if the Customer will be providing any of its own equipment unless and until such equipment is itemized on the applicable Customer Equipment Inventory.

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

2.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction charges will be determined as described herein on an ICB. Special construction is that construction undertaken:

2.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

2.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

2.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.8.4 in a quantity greater than that which the Company would normally construct;

2.8.5 on an expedited basis;

2.8.6 where a change in service is made after the service has been installed;

2.8.7 on a temporary basis until permanent facilities are available;

2.8.8 involving abnormal costs; or

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SECTION 2 - RULES AND REGULATIONS

2.8 Special Construction (cont'd)

2.8.9 in advance of its normal construction.

2.9 Prohibited Uses

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

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

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

2.9.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights or obligations associated with the service without the written consent of the Company. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle the Company to terminate service, at its option, upon ten (10) days' prior written notice to Customer.

2.10 Customer Premises Provisions

2.10.1 The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.

2.10.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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2.11 Liability of the Customer

- 2.11.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.11.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.11.1, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.12 Customer Equipment and Channels

2.12.1 Interconnection of Facilities

- A. Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.
- B. In the event the Customer should desire to collocate Customer owned equipment in a facility owned (or leased) and operated by the Company for the purpose of interconnecting the Customer owned equipment with the Company's network, the Customer and Company shall enter into an ICB agreement specifying the terms and conditions relating to such collocation.

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SECTION 2 - RULES AND REGULATIONS

2.12 Customer Equipment and Channels (cont'd)

2.12.2 Inspections

The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

2.13 Customer Deposits

2.13.1 General

- A. To safeguard its interests, the Company may, at any time prior to or after the Actual Start Date, require a Customer to post a deposit or irrevocable letter of credit, at the Company's option, to secure the Customer's payment for the term of the service requested. In the event the Company elects to require a deposit, this amount shall not exceed 2 ½ times the Customer's average monthly bill.
- B. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- C. Deposits held more than six (6) months will accrue at an annual interest rate of five (5) percent per annum without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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2.13 Customer Deposits (cont'd)

2.13.2 Failure to Post a Deposit

Should a Customer fail to post a deposit or letter of credit as may be required by the Company within fifteen (15) days of the Company's notice of such a requirement, or should the Customer fail to abide by the terms of any letter of credit or deposit agreement, the Company may deny service prior to the Requested Service Date or terminate service after the Actual Start Date upon 60 days' notice to the Customer.

2.14 Payment Arrangements

2.14.1 Payment for Service

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

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services by Customer.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges service are billed following receipt of the service by the Customer and are due and payable within 30 days after the date of the invoice ("Due Date").
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable with 30 days after the date of the invoice ("Due Date"). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Prorated charges are billed following receipt of service and are due and payable within 30 days after the date of the invoice ("Due Date").
- D. Billing of the Customer by the Company will begin on the Actual Start Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Actual Start Date may be postponed if (i) the Customer provides the Company a written delay request no later than five (5) business days prior to the Requested Start Date, and (ii) the aggregate number of the days requested by such delay request does not exceed thirty (30) calendar days from the Service Order's original Requested Start Date. At the expiration of such thirty (30) day period, the Customer may no longer delay the Actual Start Date of such Service Order and the Company may begin billing as of such date.
- E. The Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a service is rendered, whichever is later.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges (cont'd)

- F. If any portion of the payment is received by the Company after the Due Date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A bill is not considered past due until 20 days after the billing date. The company may charge a maximum of 5% penalty on a past due amount. The Company cannot charge a late fee of a previously unpaid late fee.

2.14.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days of the Due Date. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. Such notice may be sent to the Company by calling, toll free, 1-800-860-7707, or by writing to: PEG BANDWIDTH LA, LLC, 3 Bala Plaza, Suite 502, Bala Cynwyd, PA 19004.

B. Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the Due Date to avoid assessment of a late payment charge.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.3 Billing Disputes (cont'd)

- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge, and the Customer shall receive an adjustment on its next bill.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

C. Unresolved Billing Disputes

If notice of the disputed charge(s) is received by the Company within 30 days of the Due Date, the Customer may take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154

Toll Free: 800-256-2397
Telephone: 225-342-4404
Facsimile: 225-342-2831

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.4 Suspension of Service for Cause

- A. In the event payment in full is not received from Customer on or before 60 days following the date of the invoice, the Company may suspend all or any portion of service to the Customer. The Company shall exercise this suspension by providing Customer with a minimum of 5 days' written notice specifying the past due amount and the services to be suspended. If Company receives the entire past due amount within the 5 day notice period, then Customer's service will not be suspended.
- B. If only a portion of the service is initially suspended pursuant to the Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the service, with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's services, subject to the Company's right to require the Customer to post a deposit or irrevocable letter of credit as specified in section 2.13 of this tariff.
- C. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- D. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

Issued Date: May 16, 2012

Effective Date: July 14, 2012

Issued By: Edgar DeLong, COO

SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.4 Suspension of Service for Cause (cont'd)

- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
- G. Except for suspension of service pursuant to section 2.14.4(E), preceding, suspension of service shall not affect the Customer's obligation to pay for the service.

2.14.5 Ancillary Services and Charges

Any ancillary services and charges not described in this section will be considered special requests and will be handled on an ICB.

A. Order Change Charge – Change of Service Date

If a Customer desires to change the date on which Customer has requested that service be available, other than a request to expedite service pursuant to Section 2.8.5, Customer may be charged an Order Change Charge. Such charge will not apply to the Customer's first change of service date request, as long as such request is made more than fifteen (15) business days prior to the original Requested Start Date. If Customer makes a second change of service date request, or such change is requested less than fifteen (15) days prior to the original Requested Service Date, Customer will be charged an Order Change Charge. Customer will also be charged for any charges incurred by the Company from third party providers as a result of Customer's request for change of service date.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.5 Ancillary Services and Charges (cont'd)

B. Order Change Charge – Change of Information in a Service Order

If a Customer requests a change to the information contained in a Service Order (other than a change of service date) prior to completion of installation of the Service, Customer may incur a an Order Change Charge. No Order Change Charge will be incurred, however, if such requested change is administrative in nature (i.e., billing address, contact information, etc.).

C. Cancellation of Service Order

If Customer desires to cancel a Service Order prior to installation and acceptance of the service, Customer will be assessed an Order Cancellation Charge as well a charge to reimburse the Company for any out of pocket expenses incurred by the Company in preparation to provide the service. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.15 Outage Credits for Interruptions in Service

2.15.1 General

- A. An Outage Credit will be given when service is interrupted in a duration equal to or greater than two (2) consecutive hours, except as specified below. For DS-3 and Optical SONET service, an interruption occurs when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of a bit error rate equal to or worse than 1×10^{-6} .
- B. An interruption period begins upon the earlier of the Company's actual knowledge of the interruption or the Company's receipt of notice from the Customer of the interruption. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2 - RULES AND REGULATIONS

2.15 Allowances for Interruptions in Service (cont'd)

- C. A Customer shall be entitled to an Outage Credit upon the Company's receipt of the Customer's written request for such Outage Credit.
- D. The Outage Credit shall be in the amount of 1/720 of the monthly recurring charge for the service for each hour in excess of the first two (2) consecutive hours that the service is interrupted.
- D. All Outage Credits shall be credited on the Customer's next monthly invoice for the affected service.
- E. The Outage Credit as set forth in this section shall be the sole and exclusive remedy of a Customer in the event of any interruption.

2.15.2 Limitations of Outage Credits

No Outage Credit will be made for any interruption in service that is:

- A. Of a duration of less than two (2) consecutive hours;
- B. Caused by the Customer or others authorized by the Customer to use the service;
- C. Due to scheduled maintenance where the Customer has been notified of the scheduled maintenance in advance;
- D. Caused by an interruption or failure on another carrier's network connected to the service of the Company;
- E. Due to the failure of power, facilities, equipment, systems, connections, or services not provided by the Company;
- F. Due to circumstances or causes beyond the control of the Company; or
- G. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.

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SECTION 2 - RULES AND REGULATIONS

2.16 Cancellation of Service

2.16.1 Cancellation of Service

Once the Actual Start Date has passed and the Customer has accepted the service, the Customer must pay for the service as indicated on the Service Order through the term indicated on such Service Order, regardless of whether the Customer is actually using the service, provided that upon thirty (30) day's prior written notice, either the Customer or the Company may, without any cancellation of service liability, cancel the affected portion of any service if the Company is prohibited by governmental authority from furnishing, or the Customer is prohibited from using such portion, or if any material rate or term contained in this tariff and relevant to the affected portion of any service is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to adjudicate the matter, or other local, state or federal government authority.

2.17 Customer Liability for Unauthorized Use of the Network

2.17.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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SECTION 2 - RULES AND REGULATIONS

2.17 Customer Liability for Unauthorized Use of the Network (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.17.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1 General**

Customers may order from the Company local private line telecommunications transport services, subject to availability. The term “services” used in this section refers only to such intrastate telecommunications transport services between two locations traversing the Company’s end points each of which originate or terminate at a Customer’s or the Company’s designated location, unless otherwise stated in this tariff. Any service provided over a third party’s facilities, arranged for the Customer by the Company, may be provided on an ICB.

3.2 Local Private Line Service**3.2.1. Description**

- A. Private Line Service is provided on a point-to-point basis between Customer-designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the same Incumbent Local Service Area.
- B. Local Private Line Service is provided only where facilities are available and where the Company can secure acceptable arrangements with underlying suppliers (for resold services), and is further subject to the technical limitations of the digital equipment used by the Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
- C. Local Private Line Service is furnished on a full-time basis, 24 hours a day, seven days a week.
- D. Local Private Line Service is available in standard DS1 and DS3 offerings.

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SECTION 3 – DESCRIPTION OF SERVICE**3.2 Local Private Line Service (cont'd)****3.2.2 Application of Rates and Charges**

- A. All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in section 4. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by local exchange telephone companies incurred by or on behalf of the customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.
- B. The rates for Local Private Line Service consist of a nonrecurring installation charge, a monthly recurring fixed rate, and a monthly recurring per mile rate measured using V&H coordinates.
- C. Local Private Line Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of the service commitment period. At the expiration of the Customer's commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
- D. In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements, including ICB.
- E. **Incomplete Calls**

There shall be no charge for incomplete or busy calls. Company will provide "Answer Supervision" and no charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

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SECTION 4 – RATES AND CHARGES4.1 Local Private Line Service

<u>Speed</u>	<u>Pt-Pt</u>	<u>Hub</u>	<u>End Link</u>	<u>Installs</u>
DS-0	ICB		ICB	ICB
DS-1	ICB	ICB	ICB	ICB
DS-3	ICB	ICB	ICB	ICB
OC-3	ICB	ICB	ICB	ICB
OC-12	ICB	ICB	ICB	ICB
OC-48	ICB	ICB	ICB	ICB
Fast E 10Meg	ICB			ICB
Fast E 100Meg	ICB			ICB
Gige 150	ICB			ICB
Gige 600	ICB			ICB
Gige 1000	ICB			ICB

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SECTION 4 – RATES AND CHARGES**SECTION 4 – RATES AND CHARGES (Cont'd)****4.3 Ancillary Charges****4.3.1. Order Change Charge**

<u>Speed</u>	<u>Order Change Charge</u>
DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB
OC-48	ICB
Fast E 10Meg	ICB
Fast E 100Meg	ICB
Gige 150	ICB
Gige 600	ICB
Gige 1000	ICB

4.3.2 Order Cancellation Charge

<u>Speed</u>	<u>Pre-Engineering</u>	<u>Post-Engineering</u>
DS-0	ICB	ICB
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
Fast E 10Meg	ICB	ICB
Fast E 100Meg	ICB	ICB
Gige 150	ICB	ICB
Gige 600	ICB	ICB
Gige 1000	ICB	ICB

4.4. Miscellaneous Charges**4.4.1 NSF Check Charge**Checks with insufficient funds or non-existing accounts will be assessed a fee of **\$20.00**.

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Louisiana Public Service Commission

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District IV

July 27, 2012

Mr. Patrick Crocker
Attorney at Law
The Kalamazoo Building
107 West Michigan Avenue, Fourth Floor
Kalamazoo, MI 49007

DOCKET NO. S-32330 - PEG Bandwidth LA, LLC, ex parte. In re: Application for authority to provide resold local exchange service and inter-exchange service in Louisiana.

Dear Mr. Crocker:

This is to acknowledge receipt of your application on behalf of PEG Bandwidth LA, LLC. The Company is currently certificated to operate as a Competitive Access Provider (CAP) within Louisiana.

The tariff filed by PEG Bandwidth LA, LLC original Pages 1 thru 33 have been accepted with an effective date of July 27, 2012 and an issue date of May 16, 2012. The tariff now on file in the Commission's Baton Rouge Office is to be **modified** to reflect the issued and effective dates stated above. Please resubmit two (2) copies of the tariff reflecting this change.

The acceptance of this application is done without prejudice to the authority of this Commission to make an investigation or require any changes it may legally find to be appropriate and reasonably necessary.

In order to remain in compliance with Commission rules, there are certain mandatory reporting requirements:

PEG Bandwidth LA, LLC
July 27, 2012
Page -2-

General Order dated June 1, 2000, Docket No. U-24856, *Customer Service Regulations for Telecommunications Service Providers*, states "...all TSPs are hereby required to provide Commission Staff with a list of the names and direct telephone numbers of three (3) company contacts that Commission Staff may directly contact during normal business hours. If the information contained on each list changes so that the list is no longer accurate, the TSP shall forward a revised list to the Commission's Utilities Division within one (1) week of the list becoming inaccurate."

General Order dated July 24, 2002, Docket No. R-26438, *Possible Amendments to the Louisiana Public Service Commission's Regulations for Competition in the Local Telecommunications Market*, Section 801, states "All TSPs providing telecommunications services in Louisiana shall file with the Commission the following reports on a Louisiana-specific basis by April 1st of each year in accordance with Commission General Order dated August 31, 1992. 1. All annual financial reports, including income statement and balance sheets."

The Louisiana Public Service Commission's Official Bulletin is a bi-weekly publication of applications docketed for public hearing by the Commission.

The Bulletin can be accessed through the LPSC web site at:

<http://www.lpsc.org/officialbusiness.htm>

It will be available on the publication date of each Bulletin. You will need Adobe Acrobat Reader to access the Bulletin. Please visit our web site for information on downloading the Adobe Acrobat Reader for free.

The Bulletin is issued every other Friday.

PEG Bandwidth LA, LLC
July 27, 2012
Page -3-

If you have any questions, please contact us in Baton Rouge at 225/342-5712 or toll free at 800/256-2397.

Very truly yours,

A handwritten signature in black ink, appearing to read 'EKG' with a stylized flourish at the end.

Eve Kahao Gonzalez
Secretary

EKG:pcm

cc: Department of Revenue

Louisiana Public Service Commission

Certificate Number TSP00689

A Certificate of Authority to Operate is hereby granted to

PEG BANDWIDTH LA, LLC

A telecommunications service provider under the laws of Louisiana, whose principal office location or place of business is 3 Bala Plaza East, Suite 502, Bala, Cynwyd, PA 19004.

PEG Bandwidth LA, LLC shall operate in full accordance with the rules and regulations of the Louisiana Public Service Commission relevant to the provision of telecommunications services. This application as originally filed provides for Competitive Access Provider (CAP) services within Louisiana.

Witness the signature and seal of the Commission at Baton Rouge, Louisiana this 27th day of July, 2012.

Louisiana Public Service Commission

Attest:



A handwritten signature in black ink, appearing to read "E. Kahao", written over a horizontal line.

Eve Kahao Gonzalez

Secretary

To: File

From: Stephen Kabel

Date: July 26, 2012

Re: LPSC Docket no. S-32330
PEG Bandwidth LA, LLC, ex parte.
In re: Application for authority to provide resold local exchange service and inter-exchange service in Louisiana.


.....

After a review of the application of PEG Bandwidth, LLC ("PEG") for authority to provide resold local exchange service and inter-exchange service in Louisiana, the Legal Division finds that no amendments are required to the proposed tariff as filed. Legal would note, however, that as set forth in the application,

Applicant will not be marketing to residential or small businesses; but primarily to other carriers. Applicant's initial service offering will consist of private line transport and access services for competitive carriers...*Applicant has no plans to provide dial tone services to end user customers at this time.* If Applicant does offer dial tone service in the future it will comply with all applicable state and federal regulations. [Emphasis in original.]

While Legal can understand PEG's business plan, it is important that the tariff be verified to determine that it complies with the Commission's CLEC requirements. PEG's application is devoid of reference to these requirements. Accordingly, Legal cannot recommend CLEC authority being granted unless a compliant tariff is filed. In the alternative, PEG's initial tariff offering would be akin to an offering made by a CAP or non-regulated entity such as an ISP, and may be approved as such.

Consequently, **Staff recommends that PEG's request for a certificate of authority to provide private line transport and access services for competitive carriers be granted, and that a certificate to that effect be issued.** However, Legal is of the opinion that no CLEC authority be granted until such time as a tariff complying with CLEC requirements is received.


Stephen Kabel
Staff Attorney

interoffice MEMORANDUM

(PLEASE INITIAL AND DATE WHEN YOU SEND DOCUMENT TO NEXT DIVISION.)

Utilities/Pam	From <u>Ph</u>	Date <u>7-23-2012</u>
Economics	From <u>BMR</u>	Date <u>7/24/2012</u>
Legal	From <u>JK</u>	Date <u>7/26/12</u>
Utilities	From _____	Date _____
Scanning/Terri	From _____	Date _____
Utilities	From _____	Date _____

FROM: Utilities Division, Arnold Chauviere
SUBJECT: Certification of Telecommunication Service

COMPANY: Peg Bandwidth LA, LLC
DATE APPLICATION RECEIVED: May 21, 2012

The attached application has been sent to you for your review and comments. Your comments and findings regarding applications filed with the Commission are to be discussed at the ACRES meeting scheduled each week. Please review the application and forward when completed to the next section.

TELECOMMUNICATIONS SERVICE PROVIDER APPLICATION CHECKLIST

COMPANY NAME:

PEG BANDWIDTH LA, LLC

UTILITIES DIVISION REVIEW

PART ONE – APPLICATION

1. Type of authority requested:

A. CLEC

Yes

☐

No

☒

B. CAP

Yes

☒

No

☐

C. CMRS

Yes

☐

No

☒

D. Operator Services

Yes

☐

No

☒

E. Reseller

Yes

☐

No

☒

F. Prepaid Calling Cards

Yes

☐

No

☒

G. Other:

2. Will Applicant offer prepaid calling cards?

Yes

☐

No

☒

3. Will Applicant bill customer in advance or require deposits?

Yes

☐

No

☐

In Some Cases

☒

4. If Applicant is a CLEC, do we have their interconnection agreement?

Yes

☐

No

☐

Unknown

☐

N/A

☒

5. Has Applicant provided five (5) copies of the application?
Yes ☒ No ☐
6. Has Applicant submitted an application fee of \$250.00?
Yes ☒ No ☐
7. Has Applicant submitted an original and one copy of a Letter of Transmittal to the Commission that includes a paragraph stating: (1) the type of proposed services; (2) the date the tariff was issued; (3) the proposed effective date; and (4) whether the company will be providing residential and/or commercial service?
Yes ☒ No ☐
8. Does the application state Applicant's legal name?
Yes ☒ No ☐
9. Does the application state the name under which Applicant intends to do business?
Yes ☒ No ☐
10. Does the application state the Applicant's mailing address?
Yes ☒ No ☐
11. Does the application state the Applicant's physical address?
Yes ☒ No ☐
12. Does the application state the Applicant's telephone number?
Yes ☒ No ☐
13. Does the application state the names and addresses of the Applicant's corporate officers?
Yes ☒ No ☐

14. If the Applicant's corporate officers are not based in Louisiana, does the application state the names and addresses of all officers in Louisiana, and the names and addresses of employees responsible for Louisiana operations?
- Yes ☒ No ☐ N/A ☐
15. Has the Applicant included a copy of its articles of incorporation or partnership agreement, etc.?
- Yes ☒ No ☐
16. Has Applicant provided a list of all affiliate entities offering and/or providing telecommunication services in Louisiana?
- Yes ☐ No ☐ Application stated None ☒
17. Has Applicant provided a certified Secretary of State certificate?
- Yes ☒ No ☐
18. Has Applicant provided the name, address and telephone number of the Applicant's Louisiana agent for service?
- Yes ☒ No ☐
19. Has Applicant provided the following financial statements (if applicable)?
- A. An Annual Report
- Yes ☐ No ☐ N/A ☒
- B. The most recent SEC10k, or if the Applicant is not publicly traded, then the Applicant's most recent (1) Balance Sheet, (2) Income Statement, and (3) Cash Flow Statement?
- Yes ☒ No ☐ N/A ☐

20. Has Applicant provided a brief description of the Applicant's history of providing telecommunications services and a list of the geographic areas in which it has been and is currently providing telecommunications services? If the Applicant is a newly created company, the list should include the experience of each principal officer in order to show ability to provide service.

Yes ☒ No ☐

21. Has Applicant provided a brief description of the Applicant's experience in providing telecommunications services, or in the case of newly created companies, the Applicant may provide other documentation which supports its technical ability?

Yes ☒ No ☐

22. Has Applicant provided a list of the exact services proposed to be offered and the proposed geographic service area, and a map thereof?

Yes ☒ No ☐

23. Has Applicant provided the name, address, and telephone number of a Louisiana contact person who is responsible for and knowledgeable about the Applicant's operations?

Yes ☒ No ☐

24. Has Applicant provided a list of other states where Applicant currently operates as a TSP?

Yes ☒ No ☐

25. Has Applicant provided a list of other states where Applicant applied to operate as a TSP?

Yes ☒ No ☐

26. Has Applicant provided a list of other states where Applicant was denied authority to operate as a telecommunications service provider?

Yes ☐ No ☐ Application stated None ☒

27. Has Applicant provided an illustrative tariff that includes specified rates?

Yes ☒ No ☐

APPLICATION REVIEW COMMENTS

PART TWO – THE TARIFF

1. Has the tariff been submitted on 8½ x 11 sheets, using one side of the paper only?

Yes ☒ No ☐

2. Is each page numbered successively in the upper right hand corner and must be marked as either an original or revised page? Example: Original Page, No. 3 or 2nd Revised Page, No. 5, cancels 1st Revised Page, No. 5.

Yes ☒ No ☐

3. Does each page bear the Applicant's name in the upper left hand corner?

Yes ☒ No ☐

4. Does each page have the issued date in the upper left hand corner of the page? (The "issued date" is the date shown on the transmittal letter to the Commission referencing the tariff filing.)

Yes ☒ No ☐

5. Is the name and title of the issuing officer in the upper left hand corner of each page?

Yes ☒ No ☐

6. Does the tariff contain the following information, in the order listed:

- A. A title page identifying the name, address, and telephone number of the Applicant?

Yes ☒ No ☐

- B. A Table of Contents identifying the page location of each section in the tariff? If the tariff is less than 30 pages, the Table of Contents may serve as the subject index for the entire volume.

Yes ☒ No ☐

- C. A definition of symbols that are used in the tariff? (The definitions must conform with §401(h)(3) of the Order.)

Yes ☒ No ☐

- D. A definition of technical terms and abbreviations? (The definitions must contain full and concise information as to the meaning of all technical and special terms and abbreviations used in the tariff.)

Yes ☒ No ☐

- E. A description of rules and regulations? (The Rules and Regulations section must contain all rules, regulations, practices, etc. relative to providing services? The rules must be consistent with the Commission's General Orders.)

Yes ☒ No ☐

- F. A description of how a billable call is timed when timing begins and ends, and the method used to make this determination?

Yes ☒ No ☐

- G. A description of how distance is measured for toll rating purposes and the formula used to compute it, as well as what points are used for origination and termination with respect to calculation of distance between them?

Yes ☒ No ☐

- H. A description of how all relevant information pertains to a particular type of service?

Yes ☒ No ☐

- I. A description of the rate schedules, charge for all services, and other data necessary to compute a monthly bill for intrastate service?

Yes ☒ No ☐

- J. An index with an alphabetical listing of services and the page number on which they may be found?

Yes ☒ No ☐

PART THREE – THE RELEVANT COMMISSION GENERAL ORDERS

1. **NSF Charges:** Does Applicant comply with the General Order which establishes that the maximum NSF charge allowed is \$20.00?

Yes ☒ No ☐ Page: **31**

2. **Deposits:** Does Applicant comply with the General Order dated September 17, 1991, which requires that the Applicant pay interest of 5% per annum for customer deposits retained for more than six months?

Yes ☒ No ☐ Page: **17**

3. **Deposits:** Does Applicant comply with the General Order dated September 17, 1991, which provides that a telecommunications service provider may not collect deposits in excess of 2½ times the average monthly bill?

Yes ☒ No ☐ Page: **17**

4. **Late Charges:** Does Applicant comply with the General Order dated July 12, 1976 and February 20, 1973 which collectively state that: (1) a bill is not considered past due until 20 days after the billing date; (2) that a company may charge a maximum of 5% penalty on a past due amount; and (3) a TSP cannot charge a late fee on a previously unpaid late fee?

Yes ☒ No ☐ Page: **20**

5. **Challenging the Validity of a Bill:** If a provision limits the time that the customer has to challenge the validity of a bill, does the tariff also include a provision regarding the Commission's authority to review billing and charges?

Yes ☒ No ☐ Page: **21**

6. **Disconnection for Nonpayment:** Commission General Order dated July 12, 1976 provides that a customer cannot be disconnected for non-payment until the bill is past due. Once the bill becomes past due, five days written notice must be given prior to disconnection of a customer for nonpayment. Is Applicant in compliance with this Order?

Yes ☒ No ☐ Page: **22**

7. **Service Charges for Operator Assistance:** Rates are capped pursuant to the General Order dated July 16, 1997. Tariff provisions must conform to the caps. Is Applicant in compliance with this Order?

Yes ☒ No ☐ Page: **N/A**

8. **When Charges begin and Terminate for Phone Calls:** According to the General Order dated October 23, 1989, TSPs, together with Alternative Operator Service providers, must provide answer supervision and cannot attempt to collect for busy or unanswered calls. Is Applicant in compliance with this Order?

Yes ☒ No ☐ Page: **29**

9. **Blocking of 900, 976, and 700 Numbers:** According to the General Order dated December 5, 1990, the tariff must provide free blocking of 900, 976, and 700 or informational numbers to any customer requesting same. Is Applicant in compliance with this Order?

Yes ☒ No ☐ Page: **N/A**

10. **Governing Law:** All tariffs should state that it is governed and interpreted according to the Laws of Louisiana. Is Applicant in compliance with this Order?

Yes ☒ No ☐ Page: **1**

11. **Rates:** Is Applicant in compliance with the requirement that tariffs include specified rates?

Yes ☒

No ☐

Page:

12. **CLEC Universal Service Requirement:** If the Applicant is a CLEC, does the Applicant furnish all services that are designated as part of Universal Service, as required by Section 501(C) of the Local Competition Regulations? The services are as follows:

- A. Residential and single-line business access to the local exchange network, including usage and measured usage within the local service area?

Yes ☐

No ☐

Page:

- B. Touch tone capability?

Yes ☐

No ☐

Page:

- C. White page directory listing (residential and business)?

Yes ☐

No ☐

Page:

- D. Access to directory assistance (local)?

Yes ☐

No ☐

Page:

- E. Directory distribution?

Yes ☐

No ☐

Page:

- F. Access to 911 Service?

Yes ☐

No ☐

Page:

- G. Affordable line connection (for service initiation)?

Yes ☐

No ☐

Page:

H. Access to long distance carriers and operator services?

Yes ☐ No ☐ Page:

I. Access to the telephone relay system?

Yes ☐ No ☐ Page:

J. Access to customer support services, including billing?

Yes ☐ No ☐ Page:

K. Access to a calling plan for a local service area sufficiently large to encompass a user's community of interest (but no greater than 40 miles)?

Yes ☐ No ☐ Page:

Access to 8xx services. Page

Lifeline rate for eligible customers. Page

PART FOUR – UTILITIES DIVISION SUMMARY OF REVIEW

1. Date Application received:

2. Date Application sent to Mail Room:

3. Name of reviewer(s):

4. Were there any delays caused by the failure of Applicant to provide required documentation?

Yes ☐ No ☒

A. If yes, on what date(s) did Staff notify Applicant:

B. If yes, on what date did the Applicant supply the requested documentation?

5. Does the Utilities Division oppose Applicant being granted the requested authority? (If yes, please attach a detailed explanation.)

Yes ☐ No ☒

UTILITIES DIVISION COMMENTS

AUDITING DIVISION REVIEW

1. Date Application received:
2. Date Application sent to Mail Room:
3. Name of reviewer(s):
4. Were there any delays caused by the failure of Applicant to provide required documentation?
Yes ☐ No ☐
 - A. If yes, on what date(s) did Staff notify Applicant:
 - B. If yes, on what date did the Applicant supply the requested documentation?
5. Does the Auditing Division oppose Applicant being granted the requested authority? (If yes, please attach a detailed explanation.)
Yes ☐ No ☐
6. If the Auditing Division does not oppose Applicant being granted the requested authority, does the Auditing Division recommend that the Applicant provide a security instrument?
 - A. **Mandatory Security Instrument.** A mandatory security instrument is required if (1) Applicant offers prepaid calling cards or (2) if Applicant is a reseller of local telecommunications service that bills customers in advance. Is a mandatory security instrument required? (See answers to questions 2 and 3 in Part One of Utilities Division's Review.)
Yes ☐ No ☐
 1. **Amount of Mandatory Security Instrument.** If a mandatory security instrument is required, what amount of security does the Auditing Division recommend? (A *minimum* \$50,000 security instrument is required.
Amount of Security Instrument:

- B. **Discretionary Security Instrument.** Even if no security instrument is *mandatory*, under the General Order dated April 5, 2000, Staff has the *discretion* to request a security instrument if Staff believes that Applicant possesses questionable technical, managerial, and/or financial ability. The Auditing Division is responsible for determining whether Applicant has questionable financial ability. Factors considered by the Auditing Division include the following:

1. What is Applicant's Current Ratio?

2. What is Applicant's Return on Equity?

3. List Applicant's total assets:

4. List Applicant's total liabilities:

5. List Applicant's total owner's equity:

6. List Applicant's total revenues:

7. List Applicant's total expenses:

- C. Does the Auditing Division request a security instrument based upon the Applicant's questionable *financial* ability:

Yes ☐ No ☐

1. If yes, please briefly explain the reason(s) for determining that Applicant has questionable financial ability:

2. If yes, what is the amount of the security instrument recommended by the Auditing Division (\$50,000 is the standard amount)?

AUDITING DIVISION COMMENTS

ECONOMICS DIVISION REVIEW

1. Date Application received:
2. Date Application sent to Mail Room:
3. Name of reviewer(s):
4. Were there any delays caused by the failure of Applicant to provide required documentation?
Yes ☐ No ☒
 - A. If yes, on what date(s) did Staff notify Applicant:
 - B. If yes, on what date did the Applicant supply the requested documentation?
5. Has the Auditing Division requested a mandatory or discretionary security instrument?
Yes ☐ No ☒
 - A. If yes, what is the amount of the requested security instrument?
 - B. If no, does the Economics Division wish to nevertheless recommend a security instrument based upon a determination that the Applicant has questionable *technical* and/or *managerial* ability? (Even if no security instrument is *mandatory*, under the General Order dated April 5, 2000, Staff has the discretion to request a security instrument if Staff believes that Applicant possesses questionable technical, managerial, and/or financial ability.)
Yes ☐ No ☒ N/A ☐

1. If yes, please briefly explain the reason(s) for determining that Applicant has questionable technical and/or managerial ability:

2. If yes, what is the amount of the requested security instrument?

Amount of Security Instrument:

ECONOMICS DIVISION COMMENTS

LEGAL DIVISION REVIEW

1. Date Application received: 7/26/12
2. Date Application sent to Mail Room: 7/26/12
3. Name of reviewer(s): Stephen Kabel
4. Does the Legal Division oppose Applicant being granted the request authority?
(If yes, please attach a detailed explanation.)

Yes ☐ No ☒

LEGAL DIVISION COMMENTS

After a review of the application of PEG Bandwidth, LLC ("PEG") for authority to provide resold local exchange service and inter-exchange service in Louisiana, the Legal Division finds that no amendments are required to the proposed tariff as filed. Legal would note, however, that as set forth in the application, "Applicant will not be marketing to residential or small businesses; but primarily to other carriers. Applicant's initial service offering will consist of private line transport and access services for competitive carriers...Applicant has no plans to provide dial tone services to end user customers at this time. If Applicant does offer dial tone service in the future it will comply with all applicable state and federal regulations." [Emphasis in original.] While Legal can understand PEG's business plan, it is important that the tariff be verified to determine that it complies with the Commission's CLEC requirements. PEG's application is devoid of reference to these requirements. Accordingly, Legal cannot recommend CLEC authority being granted unless a compliant tariff is filed. In the alternative, PEG's initial tariff offering would be akin to an offering made by a CAP or non-regulated entity such as an ISP, and may be approved as such. Consequently, Staff recommends that PEG's request for a certificate of authority to provide private line transport and access services for competitive carriers be granted, and that a certificate to that effect be issued. However, Legal is of the opinion that no CLEC authority be granted until such time as a tariff complying with CLEC requirements is received.

UTILITIES DIVISION ACTION

1. If security is required or recommended (see the Economics Division's Review), Applicant must be notified. What was the date(s) Applicant was notified of the security requirement?
2. What was the date the security was received?
3. Once all required documentation is received from Applicant, prepare the Applicant's Certificate of Authority and send it, and this Telecommunications Service Provider Checklist, to the Executive Secretary for his approval or signature. (If any one of the divisions has recommended that the Commission not grant Applicant the requested authority, please note this in bold letters in the memorandum to the Executive Secretary.) Date sent to Executive Secretary:
4. Once the Executive Secretary has signed the Certificate of Authority, mail it to the Applicant. Date Certificate of Authority mailed:

UTILITIES DIVISION ACTION COMMENTS



Louisiana Public Service Commission

POST OFFICE BOX 91154
BATON ROUGE, LOUISIANA 70821-9154

Telephone: (225) 342-4416

COMMISSIONERS

Foster L. Campbell, Chairman
District V
Jimmy Field, Vice Chairman
District II
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District III
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District I
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District IV

EVE KAHAO GONZALEZ
Executive Secretary

DENNIS WEBER
Executive Counsel

JOHNNY E. SNELLGROVE, JR.
Deputy Undersecretary

July 3, 2012

Mr, Patrick D. Crocker
Attorney at Law
The Kalamazoo Building
107 West Michigan Avenue, Fourth Floor
Kalamazoo, MI 49007

DOCKET NO. S-32330 – PEG Bandwidth LA. LLC, ex parte. In re: Application for authority to provide resold local exchange service and inter-exchange service in Louisiana.

Dear Mr. Crocker:

This letter is to acknowledge receipt of the request on behalf of Peg Bandwidth LA, LLC. This filing has been docketed and is being published for 25 days in the Commission's Official Bulletin dated May 25, 2012.

Any future filings in the above-captioned proceedings should be directed to Eve Kahao Gonzalez, Executive Secretary, Louisiana Public Service Commission **with a copy to Pam Meades, Utility/Telecomm Division, Louisiana Public Service Commission.**

Sincerely yours,

Eve Kahao Gonzalez
Secretary

EKG:pcm



CROCKER & CROCKER

ATTORNEYS AT LAW

Check Copy Attached
Check # 1510
250.00

8-32330

LA PUBLIC SERVICE
COMMISSION
2012 MAY 21 AM 10:00
Pam

PATRICK D. CROCKER
patrick@crockerlawfirm.com

May 16, 2012

Eve Kahao Gonzalez, Executive Secretary
Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North 5th Street
Baton Rouge, LA 70802

RE: PEG BANDWIDTH LA, LLC

Dear Ms. Gonzalez:

Enclosed herewith for filing with the Commission, please find an original and five (5) copies of the above captioned company's Application for a Certificate of Public Convenience and Necessity to Provide Facilities Based and Resold Local Exchange Telephone Service and to Conduct the Business of a Reseller of Interexchange Telecommunications Services, along with a check in the amount of \$250.00 made payable to the "Louisiana Public Service Commission" for filing fees.

Please stamp the duplicate of this letter and return same in the postage-paid envelope attached thereto.

Should you have any questions concerning this filing, please contact the undersigned at (269) 381-8893 or by email at patrick@crockerlawfirm.com.

Very truly yours,

CROCKER & CROCKER

Patrick D. Crocker

PDC/tld

**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION**

2012 MAY 21 AM 10:00

LA PUBLIC SERVICE
COMMISSION

**APPLICATION OF CERTIFICATION
OF PEG BANDWIDTH LA, LLC TO PROVIDE
FACILITIES BASED AND RESOLD LOCAL
EXCHANGE TELEPHONE SERVICE AND TO
CONDUCT THE BUSINESS OF A RESELLER OF
INTEREXCHANGE TELECOMMUNICATIONS
SERVICES THROUGHOUT LOUISIANA**

)
)
)
) **DOCKET NO.**
)
)
)

**APPLICATION FOR ISSUANCE OF A CERTIFICATE OF AUTHORITY OF
PEG BANDWIDTH LA, LLC**

PEG BANDWIDTH LA, LLC ("PEG" or "Applicant"), through undersigned counsel, respectfully requests that the Louisiana Public Service Commission ("Commission") issue Applicant a Certificate of Authority to provide resold and facilities-based local exchange and interexchange telecommunication services throughout the State of Louisiana. Applicant agrees herein to abide by the conditions established by the Commission for the provision of such services within the General Order in Docket No. R-29564, which was adopted by the Commission on November 29, 2006. Now that the Louisiana Public Service Commission has adopted the Local Competition Regulations, Applicant respectfully requests that the Commission or its staff review this Application on an expedited basis.

By this Application, Applicant urges the Commission to continue to move toward full-fledged competition in the market for local and long distance telecommunications services in Louisiana. As the Commission has recognized, promotion of competition is in the public interest. Competition will result in reduced costs, increased efficiency, greater innovation and an expanded variety of products and services offered to consumers. Therefore, pursuant to Docket No. R-29564, Applicant provides the following:

I. Identification of the Applicant

1. Applicant's legal name and the name under which it will operate:

PEG BANDWIDTH LA, LLC

2. Applicant's mailing address and physical address of its headquarters, telephone and fax numbers:

**3 Bala Plaza East, Suite 502
Bala Cynwyd, PA 19004
Telephone: (610) 660-4910
Facsimile: (610) 660-4920
Toll Free: (888) 734-8100**

3. Applicant does not have any corporate officers based within the State of Louisiana.

Following are the principal corporate officers of Applicant's parent, Wireless Infrastructure Partners, LLC d/b/a PEG Bandwidth, who conduct all operations from the corporate headquarters:

Wireless Infrastructure Partners, LLC
d/b/a PEG Bandwidth
Richard Ruben
Edgar DeLong
Donald Snell
Scott Bruce
Glenn Breisinger
Victor Martinelli

Managing Member
CEO
COO
Controller
Secretary
Vice President and Treasurer
Assistant Secretary and Assistant Treasurer

Which can be reached at:

**3 Bala Plaza East, Suite 502
Bala Cynwyd, PA 19004**

4. Applicant is a foreign limited liability company organized under the laws of the State of Delaware. A copy of the Applicant's Articles of Organization is attached hereto as **Exhibit A**. Applicant has no affiliated entities offering and/or providing telecommunications services in Louisiana.

5. Applicant is authorized to do business under the laws of the State of Louisiana. A Certificate of Authority to Transact Business in Louisiana is attached hereto as **Exhibit B**.

6. Applicant's Registered Agent for the State of Louisiana:

**C T Corporation System
5615 Corporate Blvd., Ste 400B
Baton Rouge, LA 70808**

II. Description and Fitness of the Applicant

7. Applicant is well qualified managerially and technically to provide the services for which authority is requested in this Application. The background of the officers and management team are attached hereto in **Exhibit C**.

8. Applicant is financially capable of providing the services for which authority is requested herein. PEG, a wholly-owned subsidiary of Wireless Infrastructure Partners, LLC d/b/a PEG Bandwidth, was formed for the purpose of providing services in Louisiana. Accordingly, in support of its financial qualifications, Applicant attaches financial statements for its parent company, Wireless Infrastructure Partners, LLC d/b/a PEG Bandwidth, as **Exhibit D**.

9. Applicant is not authorized to operate as a telecommunications services provider in any jurisdiction. There is, however, generally a separate limited liability company set up for each of PEG's affiliates by state. Wireless Infrastructure Partners, LLC d/b/a PEG Bandwidth is the parent of each affiliate. A complete list of affiliates with authority to provide service, or applications pending, in other jurisdictions is attached hereto as **Exhibit E**.

III. Description of Authority Requested

10. By this Application, Applicant seeks authority to provide both facilities-based and resold non-switched dedicated and private line services that will provide ILECs, CLECs, ISPs, paging and cellular companies, cable companies, and government and corporate customers with broadband transmission services throughout Louisiana.

11. Applicant will not be marketing to residential or small businesses; but primarily to other carriers. Applicant's initial service offering will consist of private line transport and access services for competitive carriers.

12. *Applicant has no plans to provide dial tone services to end user customers at this time.* If Applicant does offer dial tone service in the future it will comply with all applicable state and federal regulations.

IV. *Repair and Maintenance:*

13. Applicant understands the importance of effective customer service for local service customers and has made arrangements for its customers to call the company at its toll-free customer service number **(888) 734-8100**. In addition, customers may contact the company in writing at the headquarters address, as well as via the toll free number which will be printed on the customer's monthly billing statements.

14. Customer service representatives are available at the Applicant's network operations center 24 hours a day to address customer complaints. Customers who are unsatisfied with the initial resolution offered by a customer service representative will be referred to a supervisor. A customer who is dissatisfied with the resolution offered by a supervisor will be referred to the Louisiana Public Service Commission ("Commission"). The Company will establish a dedicated representative of its legal department for receipt of such escalated complaints from the Commission. The contact person responsible for and knowledgeable about the Applicant's operations is

**Jay Birnbaum, General Counsel
8004 Split Oak Drive
Bethesda, MD 20817**

**Telephone: (301) 469-4930
Email: jbirnbaum@agrp.com**

V. *Requested Regulatory Treatment*

15. Applicant will abide by the conditions on service imposed by the Commission's Order in Docket No. R-29564, adopted on November 29, 2006. In addition to any other conditions on service that the Commission may impose, Applicant seeks to offer its customers service in the local calling areas throughout those areas of Louisiana currently serviced by BellSouth Telecommunications, Inc. and any other eligible ILEC which is designated open to competition and to the extent authorized by the Commission and under the Telecommunications Act of 1996.

Customers will be advised of any future plans to change this policy and Applicant will seek Commission approval prior to attempting any changes in local calling areas.

16. Applicant will not charge its Louisiana customers for any prepayments, advances, or deposits before services and facilities are furnished. Accordingly, PEG hereby respectfully requests a waiver of Commission rules in Section 301.F. of General Order R-27732, Appendix B, which requires the procurement of a performance bond, irrevocable letter of credit or other approved form of security.

VI. Public Interest

17. A decision by the Commission granting Applicant authority to provide and resell local exchange telephone service is in the public interest. Permitting Applicant to provide the services described in this Application will expand service and competition in Louisiana without any adverse impact on the Commission's goals of universal service and affordable local service for individual customers.

18. In addition, approval of this Application will encourage wider private investment in Louisiana's telecommunications infrastructure and promote consumer choice by expanding the availability of innovative, high quality, reliable and competitively-priced telecommunications services.

19. Finally, granting this Application will increase incentives for other telecommunications providers to improve their responsiveness to consumers, to enhance their productive efficiency, to accelerate product innovation and to continually adjust service prices according to market conditions.

VII. Correspondence Regarding Application

20. All correspondence, notices and inquiries regarding this Application should be addressed to Applicant's counsel:

Patrick D. Crocker
Crocker & Crocker
107 W. Michigan, 4th Floor
Kalamazoo, MI 49007
Telephone: (269) 381-8893
Facsimile: (269) 381-4855
Email: Patrick@crockerlawfirm.com

WHEREFORE, Applicant respectfully requests the Commission grant Applicant authority to provide resold and facilities-based local exchange and interexchange telecommunication services throughout the State of Louisiana.

Respectfully submitted,

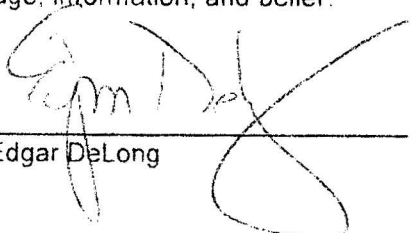
PEG BANDWIDTH LA, LLC

By: Patrick D. Crocker
Crocker & Crocker
Its: Attorneys

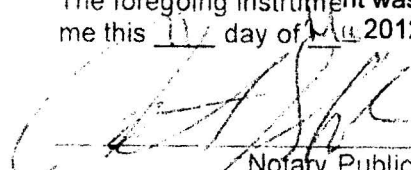
VERIFICATION

Edgar Delong, COO of PEG BANDWIDTH IA, LLC, first being duly sworn on oath,
deposes and says that he has read the foregoing Application and verifies that the statements made
therein are true and correct to the best of his knowledge, information, and belief.

By


Edgar DeLong

The foregoing instrument was acknowledged before
me this 17 day of May, 2012 by Edgar DeLong.


Notary Public



CONSTANCE SHENK
NOTARY PUBUC
STATE OF TEXAS
MY COMM. EXP. 5/16/15

EXHIBIT A

Articles of Organization

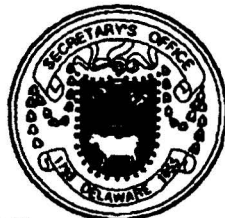
Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PEG BANDWIDTH LA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF MAY, A.D. 2010.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



4823899 8300

100521347

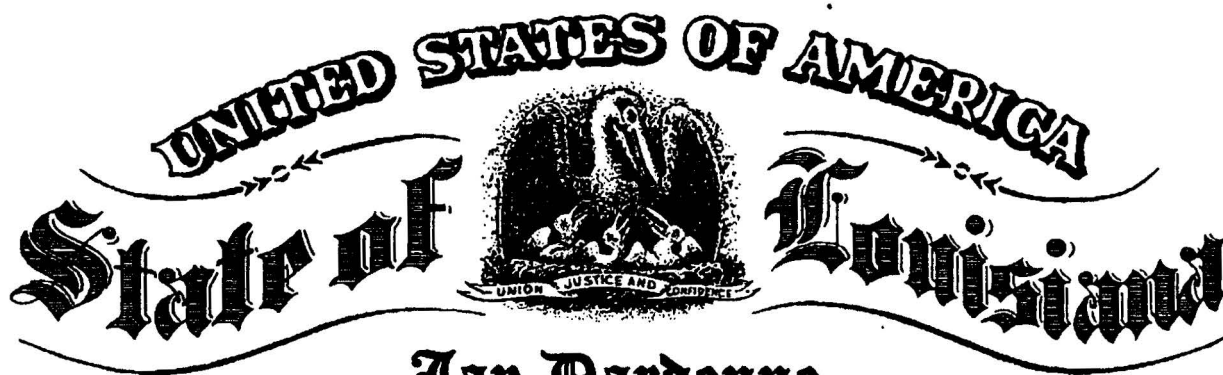
You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7998714

DATE: 05-18-10

EXHIBIT B

Certificate of Authority to Transact Business



Jay Dardenne
SECRETARY OF STATE

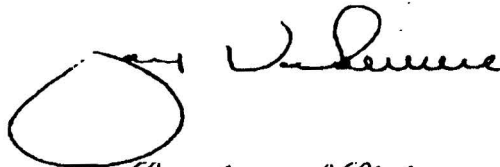
As Secretary of State of the State of Louisiana I do hereby Certify that
the attached document(s) of

PEG BANDWIDTH LA, LLC

are true and correct and are filed in the Louisiana Secretary of State's Office.
FOREIGN LIMITED Original Filing 05/18/2010 3 pages

In testimony whereof, I have hereunto set my
hand and caused the Seal of my Office to be
affixed at the City of Baton Rouge on,

May 18, 2010


Secretary of State

AL 40208588Q



Certificate ID: 10069054#TXM73

To validate this certificate, visit the following
web site, go to **Commercial Division**
Certificate Validation, then follow the
instructions displayed.
www.sos.louisiana.gov

Jay Dardenne
Secretary of State



**APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA**
(R.S. 12:1345)

Foreign Limited Liability Company
Enclose \$125.00 filing fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web site: www.sos.louisiana.gov

STATE OF California
PARISH/COUNTY OF Los Angeles

Check one: ☒ Original Application
☐ Amended Application

1. Limited liability company name: PEG Bandwidth LA, LLC
2. Previous company name: n/a
3. Date of organization: May 14, 2010 Period of duration: perpetual
4. Principal office address in state or country of organization: 1209 Orange Street, Wilmington, Delaware 19801
5. Principal business office address: 3 Bala Plaza East, Suite 502, Bala Cynwyd, PA 19004

PLEASE INCLUDE COMPLETE STREET ADDRESSES FOR THE FOLLOWING.

6. Principal business establishment in Louisiana: none
7. Registered office address in Louisiana: 5615 Corporate Blvd, Suite 400B, Baton Rouge, LA 70808
8. Registered agent's name and address in Louisiana: CT Corporation System
5615 Corporate Blvd, Suite 400B, Baton Rouge, LA 70808
9. Nature of business to be transacted in Louisiana: providing wireless infrastructure products and services

To be signed by a Member/Manager

By: Deanna Lazar, Asst. Secretary of Member (Wireless Infrastructure Partners, LLC)

Title and Date

Sworn to and subscribed before me, the undersigned Notary Public, on this date:

May 17, 2010

05-17-10

AGENT'S ACCEPTANCE AND ACKNOWLEDGEMENT OF APPOINTMENT

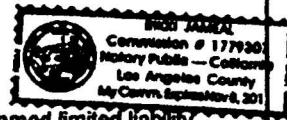
I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named limited liability company.

CT Corporation System

Registered Agent

Sworn to and subscribed before me on this date: see attached

Notary



AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT

BY DESIGNATED REGISTERED AGENT

ACT 769 OF 1987

State of _____

Parish/County of _____

On this 18th day of May, 2010 before me, a Notary Public in and for the State and Parish aforesaid, personally came and appeared CT Corporation System, who does hereby accept appointment as the Registered Agent of

PEG Bandwidth LA, LLC

which is a Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.

CT Corporation System, Registered Agent

By: _____

Name: Lisa Uttech

CT Corporation System's Duly Authorized Representative

Subscribed to and Sworn before me on the day, month and year first above set forth.

Notary Public

Name: _____

Commission Number: _____

My Commission Expires: _____



EXHIBIT C

Managerial and Technical Qualifications

PEG Bandwidth Management Bios

Rich Ruben, Chief Executive Officer

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

Ed DeLong, Chief Operating Officer

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

Greg Ortyl, Sr. Vice President, Sales & Marketing

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

EXHIBIT D

Financial Qualifications

CONFIDENTIAL TREATMENT REQUESTED

FILED UNDER SEAL

PEG Bandwidth LA, LLC is a wholly owned subsidiary of Wireless Infrastructure Partners, LLC d/b/a PEG Bandwidth ("PEG"). Accordingly, the financial statements of PEG are being filed under separate cover.

These documents demonstrate the company's financial ability to provide the proposed services. PEG is a privately-held company and as such its financial statements are not made public, but rather are considered confidential and proprietary information. These financial statements are therefore submitted under seal. PEG respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for evaluation of applicant's fitness to provide service.

EXHIBIT E

List of Affiliates

Applicant's affiliates have authority to provide intrastate telecommunication services as follows:

Affiliate	State	Authority	Status
PEG Bandwidth IL, LLC	Illinois	Facilities-based and Resold Local Exchange and Interexchange	Authorized
PEG Bandwidth MS, LLC	Mississippi	Facilities-based and Resold Local Exchange and Interexchange	Authorized
PEG Bandwidth NJ, LLC	New Jersey	Facilities-based and Resold Local Exchange and Interexchange	Pending
PEG Bandwidth NY, LLC	New York	All Forms of Telecommunications including Resold and Facilities-based Local Exchange Services	Pending
PEG Bandwidth PA, LLC	Pennsylvania	Competitive Access Provider	Pending
PEG Bandwidth TX, LLC	Texas	Resold Interexchange	Authorized
PEG Bandwidth VA, LLC	Virginia	Facilities-based and Resold Local Exchange and Interexchange	Pending

List of Authorized Jurisdictions

The following affiliates have authority in states as designated:

<u>Affiliate</u>	<u>State</u>	<u>Authority</u>
PEG Bandwidth IL, LLC	Illinois	Facilities-based and Resold Local Exchange and Interexchange

Pam Meades

From: jay@emglegal.net
Sent: Wednesday, May 09, 2012 10:52 AM
To: Pam Meades
Cc: robertbergeron@charter.net; Larry Duvall; dhathawaysr@yahoo.com
Subject: PEG Bandwidth LA, LLC Request for Confirmation of Telecommunications Authority
Attachments: LA email from PSC staff 111710.pdf

Ms. Meades, I am counsel for PEG Bandwidth LA, LLC. I understand you spoke yesterday with Bob Bergeron of Millennium Utility Consultants about PEG Bandwidth's request for written confirmation from the Louisiana Public Service Commission that PEG Bandwidth is exempt from the requirement to register or to obtain certification from the PSC to provide the types of telecommunications services it is providing in Louisiana. Here is the background:

PEG Bandwidth and its affiliated companies are in the business of providing backhaul services to/from cell sites of US cellular companies to enable those companies to offer "4G" capacity service at their cell sites. In November 2010, you had the attached email discussion with Robin Casey, PEG Bandwidth's outside PSC counsel. At the time PEG Bandwidth was getting ready to enter the Louisiana market, and in fact subsequently did so and has been providing service exclusively to wireless carriers there for more than year. To do so, PEG Bandwidth constructs fiber facilities between points designated by a wireless carrier and often requires attachment to utility poles and access to municipal and other rights of way in order to construct such networks and provide its services. Although previously PEG Bandwidth had no trouble obtaining pole attachment and right of way authority in Louisiana, it recently has encountered unwillingness by some Louisiana entities to provide PEG such access absent a certificate or other evidence from the PSC of PEG Bandwidth's authority to provide these telecommunications services in Louisiana. Some have expressly asked for a letter from the Commission to confirm that PEG Bandwidth may provide telecommunications services in the State.

To confirm, PEG Bandwidth continues to provide services exclusively to other telecommunications carriers. More specifically, as Ms. Casey explained in the November 2010 email exchange with you,

- PEG Bandwidth provides customized wholesale private line communications services to wireless telecommunications carriers to enable such carriers' high bandwidth data backhaul requirements.

- In addition, although it presently does not do so, PEG Bandwidth may offer high bandwidth transport services between central offices, switching offices and other network facilities or connection points to other telecommunications carriers.

- PEG Bandwidth does NOT provide telecommunications services to any end users and will not do so without obtaining appropriate authority from the PSC. PEG Bandwidth has no plans to offer such services.

In order to enable PEG Bandwidth to continue constructing its networks we would request a letter along the following lines that we can present to pole and right of way owners to facilitate PEG Bandwidth's acquisition of the rights necessary to install its fiber optic networks on such poles and in such rights of way.

"To whom it may concern:

This letter shall confirm that PEG Bandwidth LA, LLC is exempt from the requirement to register or otherwise obtain certification from the Louisiana PSC to provide telecommunications services within Louisiana. PEG Bandwidth has informed the PSC that it provides telecommunications services only directly to other telecommunications carriers. To provide such services PEG Bandwidth need not register with nor obtain certification from this Commission. PEG Bandwidth nevertheless remains authorized to provide such telecommunications services within the State of Louisiana. As a result, please extend to PEG Bandwidth the rights to attach to utility poles and to access rights of way necessary or convenient for PEG Bandwidth to offer such telecommunications services within Louisiana."

Jay Birnbaum
EMG Legal Services, LLC
jay@emglegal.net
301-469-4930 (w)
301-367-1257 (c)

****CONFIDENTIALITY NOTICE****

The information in this email may be confidential and/or privileged. This email is intended for review by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein, is prohibited. If you have received this email in error, please promptly notify the sender by return email and delete this message from your system.

PEG BANDWIDTH LA, LLC

La. P.S.C. No. 1

Original Sheet 1

Issued Date: May 16, 2012

Effective Date: July 14, 2012

Issued By: Edgar DeLong, COO

TITLE SHEET

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED LOCAL TRANSMISSION
SERVICES WITHIN THE COMMONWEALTH OF LOUISIANA

The contents of this tariff are governed and interpreted according to the laws of the State of Louisiana.

Edgar DeLong, COO
3 Bala Plaza, Suite 502
Bala Cynwyd, PA 19004
(610) 660-4910

Issued Date: May 16, 2012

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CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
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22	Original				
23	Original				
24	Original				
25	Original				

* New or Revised Page

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Department. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Department follows in its tariff approval process, the most current page number on file with the Department is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets** - When a tariff filing is made with the Department an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Department.

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EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- (T) To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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SECTION 1 - TERMS AND ABBREVIATIONS

Individual Case Basis (ICB) - A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATIONS, Inc. Tariff F.C.C. No. 4.

Multiplexing - The act of combining a number of individual message circuits for transmission over a common transmission path.

Multiplexing Hub - A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

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

Private Line Service - Provides DS3 and optical SONET (OC-N) circuits which are specifically dedicated to Customer's used between two (2) points specified by the Company and Customer in a Service Order.

Service Commencement Date - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

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SECTION 1 - TERMS AND ABBREVIATIONS

Served Direct Intraexchange Channel - A path for digital transmission between the customer's premises located on the same cable feeder route, less than 3,500 cable feet apart, and having no central office connection.

Service Order - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to dedicated telecommunications services provided by the Company to business customers only. The services described in this tariff are not offered to residential customers.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State.

2.2 Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff. The provision of service under this tariff shall not create a partnership or joint venture between the Company and Customer.

2.3 Shortage of Equipment and Facilities

All service is subject to the availability of suitable facilities and where the Company can secure acceptable arrangements with underlying suppliers (for resold services). The Company may deny service, limit the length of service, or discontinue furnishing services when necessary because of the lack of acceptable transmission medium capacity, the unavailability of equipment and facilities, or because of any causes beyond its control.

2.4 Terms and Conditions

- 2.4.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

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SECTION 2 - RULES AND REGULATIONS

2.4 Terms and Conditions (cont'd)

- 2.4.2 Services requested by a Customer under this tariff shall be requested on service order forms ("Service Orders") in effect from time to time, which shall contain or reference this tariff, the name of the Customer, a specific description of the service ordered and applicable bandwidth, the requested start date ("Requested Start Date"), the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonable requested by the Company, which may supplement the terms and conditions contained in this Tariff.
- 2.4.3 The Company will make reasonable efforts to meet a Customer's Requested Start Date. In the event that a Requested Start Date is altered, Customer's Requested Start Date will be changed to reflect the number of days of delay or advance, as appropriate (the "Actual Start Date").
- 2.4.4 The Company's standard service implementation interval for services provided on the Company's owned and operated facilities is forty-five (45) days from acceptance of a Service Order by the Company's Customer Care department. Such acceptance shall be indicated by the signature of a representative of such department on the Service Order. The standard service implementation interval for services provided by a third party and either partially or wholly off of the Company's owned and operated network shall be determined on an ICB. The Company shall make reasonable efforts to provide services within its standard service implementation interval or on Customer's Requested Start Date and shall not be liable to pay to the Customer any penalties or damages for Company's failure to meet such standard service implementation intervals.
- 2.4.5 Services shall be deemed to begin on the date the Company issues notice that service is available (the "Actual Start Date"), unless the Company receives written notice from the Customer within three (3) business days after the Company's issuance of notice that service is available, stating that the service is in material non-compliance with applicable technical specifications.

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SECTION 2 - RULES AND REGULATIONS

2.4 Terms and Conditions (cont'd)

- 2.4.6 Customers may request a delay in the Actual Start date of a Service Order provided that (i) a written delay request is provided to Company no later than 5 business days prior to the Requested Start Date or the delayed Requested Start Date, as the case may be, and (ii) the aggregate number of days requested by such delay request or requests do not exceed 30 calendar days from the Service Order's original Requested Start Date. At the expiration of such 30 day period, the Customer may no longer delay the Actual Start Date of such Service Order, and Company may begin billing as of such date.

2.5 Limitations on Liability

- 2.5.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of Outage Credits to the Customer for interruptions in service as set forth in section 2.15 of this Tariff.
- 2.5.2 Except for the extension of Outage Credits to the Customer for interruptions in service, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including but not limited to any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure or breakdown of facilities associated with the service.
- 2.5.3 The Company shall not be liable for any claims for loss or damages involving:
- A. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

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SECTION 2 - RULES AND REGULATIONS

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil disturbances; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over the Company's facilities;
- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2 - RULES AND REGULATIONS

2.5 Limitations on Liability (cont'd)

2.5.3 The Company shall not be liable for any claims for loss or damages involving (cont'd):

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- J. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.5.4 The Company and the Customer shall defend, indemnify and hold harmless the other against and from any and all claims for property damage, physical personal injury or wrongful death to the extent that such arises out of the negligence or willful misconduct of the respective indemnifying party, its employees, agents, or contractors in connection with the provision or use of service or other performance.

2.5.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THE OUTAGE CREDITS REMEDY SET FORTH IN SECTION 2.15 IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO CUSTOMER AND IS IN LIEU OF ALL OTHER REMEDIES.

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SECTION 2 - RULES AND REGULATIONS

2.5 Limitations on Liability (cont'd)

- 2.5.6 Customers shall make all arrangements with copyright holders, music licensing organizations, performers' representatives or other parties for necessary authorizations, clearances or consents with respect to transmission contents ("Consents"). Customers shall indemnify and hold harmless the Company and Providers (as defined below) against and from any court, administrative or agency action, suit or similar proceeding, whether civil or criminal, private or public, brought against Providers arising out of or related to the contents transmitted hereunder (over Company's network or otherwise) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure Consents, failure to meet governmental or other technical broadcast standards, or that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal. Providers shall be defined to include the Company, any third party or affiliated provider, operator or maintenance/repair contractor of facilities employed in connection with the provision of services under this tariff. The Company may terminate or restrict any transmissions over the network if, in its judgment, (a) such actions are reasonably appropriate to avoid violation of applicable law; or (b) there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Providers. Customer agrees not to use services for any unlawful purpose, including without limitation any use which constitutes or may constitute a violation of any local, state or federal obscenity law.

2.6 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such test, adjustments, or inspections.

2.7 Provision of Equipment and Facilities

- 2.7.1 The Customer has sole responsibility for installation, testing and operation of facilities, services and equipment ("Customer Facilities") other than those specifically provided by the Company as part of the services described in a Service Order. In no event will the untimely installation or non-operation of Customer Facilities relieve Customer of its obligation to pay charges for service after the Actual Start Date.

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SECTION 2 - RULES AND REGULATIONS

2.7 Provision of Equipment and Facilities (cont'd)

2.7.2 Any equipment provided by the Customer must be itemized on a schedule listing all such Customer-provided equipment and appended to the Service Order to which use of that equipment relates ("Customer Equipment Inventory"). The Company shall not be obligated to provide service if the Customer will be providing any of its own equipment unless and until such equipment is itemized on the applicable Customer Equipment Inventory.

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

2.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction charges will be determined as described herein on an ICB. Special construction is that construction undertaken:

2.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

2.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

2.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.8.4 in a quantity greater than that which the Company would normally construct;

2.8.5 on an expedited basis;

2.8.6 where a change in service is made after the service has been installed;

2.8.7 on a temporary basis until permanent facilities are available;

2.8.8 involving abnormal costs; or

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SECTION 2 - RULES AND REGULATIONS

2.8 Special Construction (cont'd)

2.8.9 in advance of its normal construction.

2.9 Prohibited Uses

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

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

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

2.9.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights or obligations associated with the service without the written consent of the Company. Any such assignment or transfer of Customer's rights or obligations without such consent shall entitle the Company to terminate service, at its option, upon ten (10) days' prior written notice to Customer.

2.10 Customer Premises Provisions

2.10.1 The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.

2.10.2 The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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SECTION 2 - RULES AND REGULATIONS

2.11 Liability of the Customer

- 2.11.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.11.2 To the extent caused by any negligent or intentional act of the Customer as described in 2.11.1, preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

2.12 Customer Equipment and Channels

2.12.1 Interconnection of Facilities

- A. Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.
- B. In the event the Customer should desire to collocate Customer owned equipment in a facility owned (or leased) and operated by the Company for the purpose of interconnecting the Customer owned equipment with the Company's network, the Customer and Company shall enter into an ICB agreement specifying the terms and conditions relating to such collocation.

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SECTION 2 - RULES AND REGULATIONS

2.12 Customer Equipment and Channels (cont'd)

2.12.2 Inspections

The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

2.13 Customer Deposits

2.13.1 General

- A. To safeguard its interests, the Company may, at any time prior to or after the Actual Start Date, require a Customer to post a deposit or irrevocable letter of credit, at the Company's option, to secure the Customer's payment for the term of the service requested.
- B. When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- C. Deposits held will accrue at an annual interest rate of two (2) percent per annum without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.13 Customer Deposits (cont'd)

2.13.2 Failure to Post a Deposit

Should a Customer fail to post a deposit or letter of credit as may be required by the Company within fifteen (15) days of the Company's notice of such a requirement, or should the Customer fail to abide by the terms of any letter of credit or deposit agreement, the Company may deny service prior to the Requested Service Date or terminate service after the Actual Start Date upon 60 days' notice to the Customer.

2.14 Payment Arrangements

2.14.1 Payment for Service

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

A. Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services by Customer.

B. Universal Service Contributions

The Company shall recover from the Customer any contributions the Company is required to make as a result of the service provided to the Customer to any state or federal fund established to further universal access, telecommunications relay services, local number portability or similar government sanctioned funding mechanisms. In the event that any of the service provided to the Customer is exempt from such contribution requirements, the Customer shall provide, in a manner requested by the Company, documentation evidencing such exemption.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges service are billed following receipt of the service by the Customer and are due and payable within 30 days after the date of the invoice ("Due Date").
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable with 30 days after the date of the invoice ("Due Date"). When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days. Prorated charges are billed following receipt of service and are due and payable within 30 days after the date of the invoice ("Due Date").
- D. Billing of the Customer by the Company will begin on the Actual Start Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Actual Start Date may be postponed if (i) the Customer provides the Company a written delay request no later than five (5) business days prior to the Requested Start Date, and (ii) the aggregate number of the days requested by such delay request does not exceed thirty (30) calendar days from the Service Order's original Requested Start Date. At the expiration of such thirty (30) day period, the Customer may no longer delay the Actual Start Date of such Service Order and the Company may begin billing as of such date.
- E. The Company may make billing adjustments for a period of two (2) years after the Due Date of an invoice, or two (2) years after the date a service is rendered, whichever is later.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.2 Billing and Collection of Charges (cont'd)

F. If any portion of the payment is received by the Company after the Due Date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

- 1) a rate of 1.5 percent per month; or
- 2) the highest interest rate which may be applied under state law for commercial transactions, which shall accrue from the Due Date.

2.14.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 30 days of the Due Date. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. Such notice may be sent to the Company by calling, toll free, 1-800-860-7707, or by writing to: PEG BANDWIDTH LA, LLC, 3 Bala Plaza, Suite 502, Bala Cynwyd, PA 19004.

B. Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the Due Date to avoid assessment of a late payment charge.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.3 Billing Disputes (cont'd)

- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge, and the Customer shall receive an adjustment on its next bill.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

C. Unresolved Billing Disputes

If notice of the disputed charge(s) is received by the Company within 30 days of the Due Date, the Customer may take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Post Office Box 91154
Baton Rouge, Louisiana 70821-9154

Toll Free: 800-256-2397
Telephone: 225-342-4404
Facsimile: 225-342-2831

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.4 Suspension of Service for Cause

- A. In the event payment in full is not received from Customer on or before 60 days following the date of the invoice, the Company may suspend all or any portion of service to the Customer. The Company shall exercise this suspension by providing Customer with a minimum of 10 days' written notice specifying the past due amount and the services to be suspended. If Company receives the entire past due amount within the 10 day notice period, then Customer's service will not be suspended.
- B. If only a portion of the service is initially suspended pursuant to the Company's written notice, and Customer fails to pay the specified past due amount within an additional ten (10) days after the partial suspension of service, then after the additional ten (10) day period, Company may suspend all or any additional portion of the service, with no additional written notice. Further, after the additional ten (10) day period, Company may continue suspension until such time as Customer has paid in full all charges then due, including any late fees as specified herein. Following such payment, Company shall reinstate Customer's services, subject to the Company's right to require the Customer to post a deposit or irrevocable letter of credit as specified in section 2.13 of this tariff.
- C. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- D. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.4 Suspension of Service for Cause (cont'd)

- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).
- G. Except for suspension of service pursuant to section 2.14.4(E), preceding, suspension of service shall not affect the Customer's obligation to pay for the service.

2.14.5 Ancillary Services and Charges

Any ancillary services and charges not described in this section will be considered special requests and will be handled on an ICB.

A. Order Change Charge – Change of Service Date

If a Customer desires to change the date on which Customer has requested that service be available, other than a request to expedite service pursuant to Section 2.8.5, Customer may be charged an Order Change Charge. Such charge will not apply to the Customer's first change of service date request, as long as such request is made more than fifteen (15) business days prior to the original Requested Start Date. If Customer makes a second change of service date request, or such change is requested less than fifteen (15) days prior to the original Requested Service Date, Customer will be charged an Order Change Charge. Customer will also be charged for any charges incurred by the Company from third party providers as a result of Customer's request for change of service date.

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SECTION 2 - RULES AND REGULATIONS

2.14 Payment Arrangements (cont'd)

2.14.5 Ancillary Services and Charges (cont'd)

B. Order Change Charge – Change of Information in a Service Order

If a Customer requests a change to the information contained in a Service Order (other than a change of service date) prior to completion of installation of the Service, Customer may incur a an Order Change Charge. No Order Change Charge will be incurred, however, if such requested change is administrative in nature (i.e., billing address, contact information, etc.).

C. Cancellation of Service Order

If Customer desires to cancel a Service Order prior to installation and acceptance of the service, Customer will be assessed an Order Cancellation Charge as well a charge to reimburse the Company for any out of pocket expenses incurred by the Company in preparation to provide the service. Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.15 Outage Credits for Interruptions in Service

2.15.1 General

- A. An Outage Credit will be given when service is interrupted in a duration equal to or greater than two (2) consecutive hours, except as specified below. For DS-3 and Optical SONET service, an interruption occurs when there has been a loss of signal or when two consecutive 15 second loop-back tests confirm the observation of a bit error rate equal to or worse than 1×10^{-6} .
- B. An interruption period begins upon the earlier of the Company's actual knowledge of the interruption or the Company's receipt of notice from the Customer of the interruption. An interruption period ends when the service, facility or circuit is operative.

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SECTION 2 - RULES AND REGULATIONS

2.15 Allowances for Interruptions in Service (cont'd)

- C. A Customer shall be entitled to an Outage Credit upon the Company's receipt of the Customer's written request for such Outage Credit.
- D. The Outage Credit shall be in the amount of 1/720 of the monthly recurring charge for the service for each hour in excess of the first two (2) consecutive hours that the service is interrupted.
- D. All Outage Credits shall be credited on the Customer's next monthly invoice for the affected service.
- E. The Outage Credit as set forth in this section shall be the sole and exclusive remedy of a Customer in the event of any interruption.

2.15.2 Limitations of Outage Credits

No Outage Credit will be made for any interruption in service that is:

- A. Of a duration of less than two (2) consecutive hours;
- B. Caused by the Customer or others authorized by the Customer to use the service;
- C. Due to scheduled maintenance where the Customer has been notified of the scheduled maintenance in advance;
- D. Caused by an interruption or failure on another carrier's network connected to the service of the Company;
- E. Due to the failure of power, facilities, equipment, systems, connections, or services not provided by the Company;
- F. Due to circumstances or causes beyond the control of the Company; or
- G. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.

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SECTION 2 - RULES AND REGULATIONS

2.16 Cancellation of Service

2.16.1 Cancellation of Service

Once the Actual Start Date has passed and the Customer has accepted the service, the Customer must pay for the service as indicated on the Service Order through the term indicated on such Service Order, regardless of whether the Customer is actually using the service, provided that upon thirty (30) day's prior written notice, either the Customer or the Company may, without any cancellation of service liability, cancel the affected portion of any service if the Company is prohibited by governmental authority from furnishing, or the Customer is prohibited from using such portion, or if any material rate or term contained in this tariff and relevant to the affected portion of any service is substantially changed by order of the Commission, the Federal Communications Commission, the highest court of competent jurisdiction to adjudicate the matter, or other local, state or federal government authority.

2.17 Customer Liability for Unauthorized Use of the Network

2.17.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
 - 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

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SECTION 2 - RULES AND REGULATIONS

2.17 Customer Liability for Unauthorized Use of the Network (cont'd)

- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid number, false credit devices or electronic devices;
 - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.17.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C. The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 General

Customers may order from the Company local private line telecommunications transport services, subject to availability. The term “services” used in this section refers only to such intrastate telecommunications transport services between two locations traversing the Company’s end points each of which originate or terminate at a Customer’s or the Company’s designated location, unless otherwise stated in this tariff. Any service provided over a third party’s facilities, arranged for the Customer by the Company, may be provided on an ICB.

3.2 Local Private Line Service

3.2.1. Description

- A. Private Line Service is provided on a point-to-point basis between Customer-designated and/or Company-designated premises, points of presence, offices, and/or wire centers within the same Incumbent Local Service Area.
- B. Local Private Line Service is provided only where facilities are available and where the Company can secure acceptable arrangements with underlying suppliers (for resold services), and is further subject to the technical limitations of the digital equipment used by the Company. If such equipment, new facilities or changes to existing facilities are required for the provision of this service, additional charges may apply based on the cost incurred to make the changes.
- C. Local Private Line Service is furnished on a full-time basis, 24 hours a day, seven days a week.
- D. Local Private Line Service is available in standard DS1 and DS3 offerings.

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SECTION 3 – DESCRIPTION OF SERVICE

3.2 Local Private Line Service (cont'd)

3.2.2 Application of Rates and Charges

- A. All appropriate rates and charges specified in other sections of this tariff are in addition to the monthly rates and nonrecurring charges specified in section 4. In addition to any rate or charge established in this tariff, the Customer will also be responsible for any recurring or nonrecurring charges imposed by local exchange telephone companies incurred by or on behalf of the customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.
- B. The rates for Local Private Line Service consist of a nonrecurring installation charge, a monthly recurring fixed rate, and a monthly recurring per mile rate measured using V&H coordinates.
- C. Local Private Line Service rates in effect at the time the service is installed and/or as of the service order application date will be applicable until the expiration of the service commitment period. At the expiration of the Customer's commitment period, the Customer may select a new payment period option at current rates or revert to current rates on a month-to-month basis.
- D. In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the customer, and use of facilities by other customers. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and customer. Such special pricing arrangements will be made available to similarly situated customers on a non-discriminatory basis. The Company will provide notice to the Commission for all special pricing arrangements, including ICB.

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SECTION 4 – RATES AND CHARGES4.1 Local Private Line Service

<u>Speed</u>	<u>Pt-Pt</u>	<u>Hub</u>	<u>End Link</u>	<u>Installs</u>
DS-0	ICB		ICB	ICB
DS-1	ICB	ICB	ICB	ICB
DS-3	ICB	ICB	ICB	ICB
OC-3	ICB	ICB	ICB	ICB
OC-12	ICB	ICB	ICB	ICB
OC-48	ICB	ICB	ICB	ICB
Fast E 10Meg	ICB			ICB
Fast E 100Meg	ICB			ICB
Gige 150	ICB			ICB
Gige 600	ICB			ICB
Gige 1000	ICB			ICB

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SECTION 4 – RATES AND CHARGES**SECTION 4 – RATES AND CHARGES (Cont'd)****4.3 Ancillary Charges****4.3.1. Order Change Charge**

<u>Speed</u>	<u>Order Change Charge</u>
DS-0	ICB
DS-1	ICB
DS-3	ICB
OC-3	ICB
OC-12	ICB
OC-48	ICB
Fast E 10Meg	ICB
Fast E 100Meg	ICB
Gige 150	ICB
Gige 600	ICB
Gige 1000	ICB

4.3.2 Order Cancellation Charge

<u>Speed</u>	<u>Pre-Engineering</u>	<u>Post-Engineering</u>
DS-0	ICB	ICB
DS-1	ICB	ICB
DS-3	ICB	ICB
OC-3	ICB	ICB
OC-12	ICB	ICB
OC-48	ICB	ICB
Fast E 10Meg	ICB	ICB
Fast E 100Meg	ICB	ICB
Gige 150	ICB	ICB
Gige 600	ICB	ICB
Gige 1000	ICB	ICB

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