

REGULATIONS AND RATES
GOVERNING THE PROVISION OF
DEDICATED LOCAL EXCHANGE AND INTEREXCHANGE SERVICES
WITHIN THE STATE OF NEW JERSEY

Provided by

Velocity Fiber, LLC
13430 West 98th Street
Lenexa, Kansas 66215

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Velocity Fiber, LLC with principal offices located at 13430 West 98th Street, Lenexa, Kansas 66215. This tariff applies for services furnished within the State of New Jersey. This tariff is on file with the New Jersey Board of Public Utilities, and copies may be inspected, during normal business hours, at the Company principal place of business.

Issued: February 11, 2020

Effective: February 12, 2020

By: Emily Lomaka
13430 West 98th Street
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CHECK SHEET

Pages of this tariff as listed below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation or condition
- (D) - To signify a discontinued material, including listing, rate, rule or condition.
- (I) - To signify an increased rate.
- (M) - To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) - To signify new material including listing, rate, rule or condition.
- (R) - To signify a decrease in rate.
- (T) - To signify change in wording of text but not change in rate, rule or condition.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate competitive access service to business, organizations and institutions within the state of New Jersey by Velocity Fiber, LLC hereinafter referred to as (the “Carrier”), to Customers within the state of New Jersey. Velocity Fiber’s services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New Jersey Board of Public Utilities. In addition, this tariff is available for review at the main office of Velocity Fiber, LLC, at 13430 West 98th Street, Lenexa Kansas 66215.

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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. For example, a new page added between Pages 14 and 15 would be 14.1.
- 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. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- 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 Board, an updated Check Sheet accompanies the tariff 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 will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) 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 Board.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Technical Terms

Board – New Jersey Board of Public Utilities.

Carrier – Velocity Fiber, LLC.

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

Commission – New Jersey Board of Public Utilities.

Customer – A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the local exchange company. The Customer is responsible for payment of charges to the Carrier and compliance with the Carrier's regulations.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Holiday - For the purpose of this tariff recognized New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis (“ICB”) - Services provided in which Customer requirements can only be satisfied by special engineering, design, programming, development or construction activities not otherwise provided in this tariff. ICB rates are developed based on the specific circumstances of the situation and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff's written request to the Carrier.

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Technical Terms (cont'd.)

Interruption - The inability to use the Carrier's service due to equipment malfunctions or human errors. Interruption shall not include acts of God. Nor shall Interruption include service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

1.2 Abbreviations

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

SECTION 2 – RULES AND REGULATIONS**2.1. Undertaking of the Company****2.1.1 Scope**

The Carrier provides facilities-based telecommunications services to business, institutions, organizations and carrier customers. The Carrier will not provide services to residential customers.

The Carrier will provide services statewide in New Jersey. The Carrier installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Carrier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Carrier's network. The Customer shall be responsible for all charges due for such service arrangements. The Carrier's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2. Use of Services

2.2.1. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.

2.2.2. The use of the Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means is prohibited.

2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, which the Customer will be provided advance notice.

2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

2.2.5. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff as outlined in Section 2.6.3 of this Tariff.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.3. Liability of Carrier**

- 2.3.1. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Carrier to be impaired. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.3.2. Except as provided below, Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to act of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof. When service is interrupted for a period of at least 24 hours due to such factors such as storms, fires, floods or other conditions beyond the control of the Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier.
- 2.3.3. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of way, and other arrangements necessary for such interconnection.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.3. Liability of Carrier (cont'd.)**

- 2.3.4. The liability of the Carrier for any loss or damages out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.3.5. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.6. Carrier shall not be liable for defacement of or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.7. Carrier makes no warranties or representations, expresses or implies either in fact or by operation of law, statutory or otherwise, including warranties of merchantability of fitness for a particular use, except those expressly set forth herein.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.4 Responsibilities of the Customer**

- 2.4.1. The Customer is responsible for placing any necessary orders for complying with Tariff regulations and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.
- 2.4.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.3. If required for the provisioning of the Carrier's services, the Customer must provide the Carrier, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.6. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.7. The Customer is responsible for payment of the charges set forth in this Tariff.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.4 Responsibilities of the Customer (cont'd.)**

2.4.8. The Customer agrees to release, indemnify and hold harmless the Carrier against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

2.5 Cancellation or Interruption of Services

2.5.1. Customers may terminate service, with or without cause, by giving the Carrier 60 days written notice. If the Customer has a term contract, early termination charges shall apply. The Carrier may terminate service with five (5) days written notice to the Customer for any of the following occurrences:

- A. Customer non-compliance with Commission regulations;
- B. Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- C. Failure of the Customer to permit the Carrier to have reasonable access to its equipment, facilities, service connections or other property;
- D. Failure of the Customer to provide the Carrier with adequate assurances that an unauthorized use or practice will cease;
- E. Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Carrier's equipment or service to others;
- F. Failure of the Customer to adhere to contractual obligations with the Carrier.
- G. Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Carrier;
- H. Customer tampering with the Carrier's equipment or service;

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.5 Cancellation or Interruption of Services (cont'd.)**

2.5.2 The Carrier may terminate service *without written notice* to the Customer for any of the following occurrences:

- A. Customer's unauthorized or illegal use of the Carrier's service or equipment.
- B. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
- C. If a Customer or User uses Carrier's services in a manner to violate the law.

2.5.3 In circumstances other than those set forth in Sections 2.5.1 and 2.5.2 above, Carrier may disconnect service to customer by providing Customer with written notice via first class CERTIFIED U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of nonpayment of undisputed charges due, notice will be sent via first class CERTIFIED U.S. mail no sooner than fifteen (15) days from the date of the outstanding bill and the Customer will be allowed at least ten (10) days from the date of the notice to pay all undisputed outstanding charges to avoid disconnection. In no event will service be discontinued for nonpayment on a Sunday or legal holiday or the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

2.5.4 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.6 Billing Arrangements

- 2.6.1. Customers will be billed directly by Carrier.
- 2.6.2. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.
- 2.6.3. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer. A late charge will not be imposed on a State, county or municipal government entity.

2.7. Validation of Credit

- 2.7.1. Carrier reserves the right to validate the credit worthiness of Customers.

2.8. Contested Charges

- 2.8.1. All bills are presumed accurate and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Carrier for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:
 - 2.8.2. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
 - 2.8.3. Second, if there is still a disagreement about the disputed amount after investigation and review by the Carrier, the Customer may file an appropriate complaint with:

New Jersey Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, NJ 08625-0350

SECTION 2 – RULES AND REGULATIONS (CONT'D.)**2.9 Taxes and Surcharges**

All federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

2.10. Promotions

From time to time, the Carrier may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be tarified, and the Carrier will seek prior approval from the Commission for these offerings. Varying rates for promotional offerings will not exceed those in this tariff for the same services. Promotional offerings will be filed as a tariff supplement and may not have duration of longer than 6 months in any rolling 12-month period that commences as of the effective date of the filed promotion.

2.11. Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the New Jersey Board of Public Utilities.

2.12. Shortage of Equipment or Facilities

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

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

SECTION 3 – DESCRIPTION OF SERVICES**3.1. Dedicated Access Services**

Dedicated Access Services consist of point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport. Using Customer owned switching equipment (routers, firewalls, etc.), the Carrier connects each customer site to their designated hub site via fiber. Service is offered via the Carrier's facilities for the transmission of one-way and two-way communications, unless noted.

3.1.1. Ethernet Services Speeds (1, 10, 40 and 100Gbps)**3.2. Other Services**

The Carrier on an Individual Case Basis (ICB), depending on conditions and Customer requirements, may provide other services, including dark fiber, and fractional point-to-point high-speed digital point-to-point services.

3.3. Individual Case Basis (ICB) Arrangements

3.3.1. ICB Arrangements are those which are not offered under other sections of this tariff. ICB Arrangements will be developed on a case-by-case basis in response to bona-fide requests from Carrier Customers or prospective Carrier Customers. The facilities utilized to provide these services are of a type normally used by the Carrier in furnishing its other services to Carrier Customers and shall be comparable with other access services offered by the Carrier, as well as the standard engineering and maintenance practices of the Carrier. The requested service or arrangement is subject to the availability of the necessary Carrier personnel and capital resources.

3.3.2. Rates quoted in response to requests for ICB Arrangements may be different than those specified for the services identified in this tariff. The Customer has ninety (90) days after receiving the ICB rates to order the service requested at the rates quoted by the Carrier. All IBC contracts will be filed with the Commission upon request.

SECTION 4 – RATES AND CHARGES

4.1. Rate Elements

4.1.1. Non-recurring and monthly recurring rates apply and vary for each service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

4.2. Rates

4.2.1. Carrier Ethernet Transport Rates

Rates shall be set primarily on an ICB basis at an average of approximately One Hundred-Fifty Thousand Dollars (\$150,000.00) per route mile.

4.2.2. Broadband Internet Service Rates

In conjunction with the purchase of transport service, rates shall be set primarily on an ICB basis at approximate averages as follows:

| | |
|--------------|----------------|
| 1-10 Mbps: | \$230 per Mbps |
| 11-50 Mbps: | \$200 per Mbps |
| 50-150 Mbps: | \$125 per Mbps |
| >150 Mbps: | \$100 per Mbps |

4.3. Labor Rates

The following rates are labor rates for services not covered in ICB scope of work:

| | |
|-------------------|----------------|
| Network Engineer: | \$195 per hour |
| Field Engineer: | \$125 per hour |