

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)
)
)
Vision CTS, LLC) WC Docket No. WC 17-288
)
)
Application to Obtain Telephone Numbers)
Directly From the North American Numbering)
Plan Administrator and the Pooling)
Administrator)

NUMBERING AUTHORIZATION APPLICATION

Vision CTS, LLC ("Applicant"), hereby applies for authorization to obtain telephone numbers directly from the North American Numbering Plan Administrator and the Pooling Administrator (collectively, "Numbering Administrators") pursuant to and in accordance with Section 52.15 (g) of the Commission's rules. In support hereof, Applicant respectfully states:

1. Applicant's name, headquarters' address and telephone number are as follows:

Vision CTS, LLC
690 Kintner Parkway North
Sunbury, Ohio 43074-8038
877-596-2534

2. The primary type of business of Applicant is telecommunications services, which includes interconnected VoIP. The numbering resources that are the subject of this Application will be used to provide interconnected VoIP services in the State of Ohio.
3. The name and contact information for personnel of Applicant qualified to address issues relating to regulatory requirements, compliance with Commission rules, 911, and law enforcement is as follows:

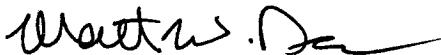
Chad C. Brownfield, Managing Member; chad.brownfield@vision-tech.net; 614-807-5501; 690 Kintner Parkway North, Sunbury, Ohio 43074-8038

4. Applicant acknowledges that the authorization is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states and industry guidelines and practices regarding numbering applicable to telecommunications carriers.

5. Applicant acknowledges that it must file requests for telephone numbers with the relevant state commission at least thirty (30) days before requesting telephone numbers from the Numbering Administrators.
6. As proof of facilities readiness, namely that Applicant is capable of providing service within sixty (60) days of the numbering resources activation date, Applicant submits that it already has interconnection with the PSTN pursuant to a commercial arrangement that provides access to the PSTN; in particular, Applicant has an interconnection agreement with The Ohio Bell Telephone Company d/b/a AT&T Ohio ("AT&T Ohio"), the relevant local exchange carrier for the state that is the subject of the Application and in which such carrier provides access to the PSTN. Applicant further states that it has in place the practices and procedures that already enable it to successfully route and port numbers as a licensed CLEC in Ohio since 2015; in particular, Applicant has an OCN (125J), has an interconnection agreement with AT&T Ohio to support number routing, and has a full staff prepared for porting.
7. Applicant certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR § 64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§ 52.17, 52.32, its obligations to pay regulatory fees under 47 CFR § 1.1154 and its 911 obligations under 47 CFR part 9.
8. As demonstrated by its successful operations as a licensed facilities-based CLEC in Ohio since 2015, Applicant certifies that it possesses the financial, managerial and technical expertise to provide reliable service. Attached hereto as Exhibit A is the Applicant's Organizational Chart. Attached hereto as Exhibit B are the names and descriptions of Applicant's key management and technical personnel. Applicant states that none of the identified personnel are being or have been investigated by the Commission or any law enforcement or regulatory agency for failure to comply with any law, rule or order. Attached hereto as Exhibit C is the Applicant's proof of interconnection with the underlying carrier for the state that is the subject of the Application and in which such carrier provides access to the PSTN.
9. Applicant certifies pursuant to Sections 1.2001 and 1.2002 of the Commission's rules that no party to this Application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988. See 21 U.S.C. § 862.

WHEREFORE, Applicant respectfully requests the Commission to grant this Application for numbering resources.

Respectfully Submitted,


Matt W. Dean
Regulatory Agent for Vision CTS, LLC
12316 Hidden Forest Blvd.
Oklahoma City, OK 73142
(405) 755-8177 x103
regcompliance@telecompliance.net

Dated October 18, 2017.

Vision CTS, LLC

LIST OF EXHIBITS

EXHIBIT A Organizational Chart

EXHIBIT B Biographies of Key Personnel

EXHIBIT C Interconnection Agreement

EXHIBIT A

Organizational Chart

Vision Concept Technology, LLC

(Holding Company)

100% owner of:

Vision CTS, LLC

EXHIBIT B

Biographies of Key Personnel

Chad Brownfield

Chad Brownfield is a veteran in the telecommunications industry and owner of Vision Concept Technology in Sunbury, Ohio. Mr. Brownfield held the Communications Technician title at InfiNET Network Communications for a number of years before moving to Global Knowledge to instruct for the largest Cisco training partner in the world. While at Global Knowledge, Chad was responsible for the Cisco Unity and Cisco CallManager product lines. He designed all hands-on labs, course curriculum, and managed courses and instructors all over the world. Certifications and experience include: MCSE, Cisco, Mitel and NEC. Chad brings 21 years of experience and a proven record in the insurance, education and retail markets. In addition to his telecommunication contributions, Chad is an active member of his community as President of Chamber of Commerce and board member of church.

EXHIBIT C

Interconnection Agreement

**AGREEMENT
BETWEEN
THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO
AND
VISION CTS, LLC**



Signature: eSigned - Chad C. BrownfieldName: eSigned - Chad C. Brownfield
(Print or Type)Title: Operations Manager
(Print or Type)Date: 17 Apr 2015

Vision CTS, LLC

Signature: eSigned - Kristen E. ShoreName: eSigned - Kristen E. Shore
(Print or Type)Title: Executive Director-Regulatory
(Print or Type)Date: 17 Apr 2015The Ohio Bell Telephone Company d/b/a AT&T OHIO
by AT&T Services, Inc., its authorized agent

1.0 Introduction

1.1 This Agreement is composed of the foregoing recitals, the General Terms and Conditions (GT&C), set forth below, and certain Attachments, Schedules, Exhibits and Addenda immediately following this GT&C, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

2.0 Definitions

2.1 "Access Service Request (ASR)" means the industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.

2.2 "Accessible Letter(s)" means the correspondence used to communicate pertinent information regarding AT&T-21STATE to the CLEC community and is (are) provided via posting to the AT&T CLEC Online website.

2.3 "Act" means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.

2.4 "Affiliate" is as defined in the Act.

2.5 "Alternate Billing Service (ABS)" or "Alternately Billed Traffic (ABT)", as described in Attachment 10 - ABT, means the service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS/ABT calls: calling card, collect and third number billed calls.

2.6 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.

2.7 "**AT&T Inc.**" (AT&T) means the holding company which directly or indirectly owns the following ILECs: BellSouth Telecommunications, LLC d/b/a **AT&T ALABAMA**, **AT&T FLORIDA**, **AT&T GEORGIA**, **AT&T KENTUCKY**, **AT&T LOUISIANA**, **AT&T MISSISSIPPI**, **AT&T NORTH CAROLINA**, **AT&T SOUTH CAROLINA** and **AT&T TENNESSEE**; Illinois Bell Telephone Company d/b/a **AT&T ILLINOIS**; Indiana Bell Telephone Company Incorporated d/b/a **AT&T INDIANA**; Michigan Bell Telephone Company d/b/a **AT&T MICHIGAN**; Nevada Bell Telephone Company d/b/a **AT&T NEVADA** and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a **AT&T OHIO**; Pacific Bell Telephone Company d/b/a **AT&T CALIFORNIA**; Southwestern Bell Telephone Company d/b/a **AT&T ARKANSAS**, **AT&T KANSAS**, **AT&T MISSOURI**, **AT&T OKLAHOMA** and/or **AT&T TEXAS**, and/or Wisconsin Bell, Inc. d/b/a **AT&T WISCONSIN**. As used in this Agreement, AT&T refers to the AT&T Inc. ILECs only.

2.8 "**AT&T-21STATE**" means the AT&T owned ILEC(s) doing business in Alabama, Arkansas, California, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Nevada, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas and Wisconsin.

2.9 "**AT&T-12STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

2.10 "**AT&T-10STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas and Wisconsin.

2.11 "**AT&T-7STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma and Texas.

2.12 "**AT&T-4STATE**" means the AT&T owned ILEC(s) doing business in Arkansas, Kansas, Missouri and Oklahoma.

2.13 "**AT&T ALABAMA**" means the AT&T owned ILEC doing business in Alabama.

2.14 "**AT&T ARKANSAS**" means the AT&T owned ILEC doing business in Arkansas.

2.15 "**AT&T CALIFORNIA**" means the AT&T owned ILEC doing business in California.

2.16 "**AT&T FLORIDA**" means the AT&T owned ILEC doing business in Florida.

2.17 "**AT&T GEORGIA**" means the AT&T owned ILEC doing business in Georgia.

2.18 "**AT&T ILLINOIS**" means the AT&T owned ILEC doing business in Illinois.

this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "ILEC Assets").

- 3.11.2 This Agreement sets forth the terms and conditions pursuant to which AT&T-21STATE agrees to provide CLEC with access to 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) in AT&T-21STATE's incumbent local Exchange Areas for the provision of CLEC's Telecommunications Services. The Parties acknowledge and agree that AT&T-21STATE is only obligated to make available 251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) to CLEC in AT&T-21STATE's incumbent local Exchange Areas. AT&T-21STATE has no obligation to provide such 251(c)(3) UNEs, Collocation, Interconnection and/or Resale, to CLEC for the purposes of CLEC providing and/or extending service outside of AT&T-21STATE's incumbent local Exchange Areas. In addition, AT&T-21STATE is not obligated to provision 251(c)(3) UNEs or to provide access to (251(c)(3) UNEs, Collocation under Section 251(c)(6), Interconnection under Section 251(c)(2) and/or Resale under Section 251(c)(4) and is not otherwise bound by any 251(c) obligations in geographic areas other than AT&T-21STATE's incumbent local Exchange Areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in this Agreement shall only apply to the Parties and be available to CLEC for provisioning Telecommunication Services within an AT&T-21STATE incumbent local Exchange Area(s) in the State in which this Agreement has been approved by the relevant state Commission and is in effect.
- 3.11.3 Throughout this Agreement, wherever there are references to Unbundled Network Elements that are to be provided by AT&T-21STATE under this Agreement, the Parties agree and acknowledge that their intent is for the Agreement to comply with Section 3.11.2 above, and require only the provision of Section 251(c)(3) UNEs.

3.12 Affiliates:

- 3.12.1 This Agreement, including subsequent amendments, if any, shall bind AT&T-21STATE, CLEC and any entity that currently or subsequently is owned or controlled by or under common ownership or control with CLEC. CLEC further agrees that the same or substantially the same terms and conditions shall be incorporated into any separate agreement between AT&T-21STATE and any such CLEC Affiliate that continues to operate as a separate entity. This Agreement shall remain effective as to CLEC and any such CLEC Affiliate for the term of this Agreement as stated herein, (subject to any early termination due to default), until either AT&T-21STATE or CLEC or any such CLEC Affiliate institutes renegotiation consistent with the provisions of this Agreement for renewal and term. Notwithstanding the foregoing, this Agreement will not supersede a currently effective interconnection agreement between any such CLEC Affiliate and AT&T-21STATE until the expiration of such other agreement.

4.0 Notice of Changes - Section 251(c)(5)

- 4.1 Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise or to otherwise change and/or modify its network including, without limitation, through the retirement and/or replacement of equipment, software or otherwise. Each Party agrees to comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, codified at 47 C.F.R 51.325 through 51.335, as such rules may be amended from time to time (the "Network Disclosure Rules").

5.0 Responsibilities of the Parties

- 5.1 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with AT&T-21STATE's network as referenced in iconectiv BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

21.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone;

21.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Chad C. Brownfield Operations Manager
STREET ADDRESS	690 Kintner Parkway North
CITY, STATE, ZIP CODE	Sunbury, OH 43074
PHONE NUMBER*	(614) 807-5501
FACSIMILE NUMBER	(740) 965-8522
EMAIL ADDRESS	chad.brownfield@vision-tech.net

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's CLEC Online website

*Informational only and not to be considered as an official notice vehicle under this Section.

21.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 21.0. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.

21.6 In addition, CLEC agrees that it is responsible for providing AT&T-21STATE with CLEC's OCN and ACNA numbers for the states in which CLEC is authorized to do business and in which CLEC is requesting that this Agreement apply. In the event that CLEC wants to change and/or add to the OCN and/or ACNA information in the CLEC Profile, CLEC shall send written notice to AT&T-21STATE to be received at least thirty (30) days prior to the change and/or addition in accordance with this Section 21.0 notice provision; CLEC shall also update its CLEC Profile through the applicable form and/or web-based interface.

21.6.1 CLEC may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from CLEC.

21.6.2 CLEC may be able to place orders for certain services in AT&T-21STATE without having properly updated the CLEC Profile; however, at any time during the term of this Agreement without additional notice AT&T may at its discretion eliminate such functionality. At such time, if CLEC has not properly updated its CLEC Profile, ordering capabilities will cease, and CLEC will not be able to place orders until thirty (30) days after CLEC has properly updated its CLEC Profile.

21.7 AT&T-21STATE communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.