



BEFORE THE ARIZONA CORPORATION COMMISSION

BOB STUMP  
Chairman

2013 JAN 15 P 3:35

GARY PIERCE  
Commissioner

ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

BRENDA BURNS  
Commissioner

SUSAN BITTER SMITH  
Commissioner

BOB BURNS  
Commissioner

IN THE MATTER OF THE APPLICATION )  
OF ONVOY, INC FOR APPROVAL OF A )  
CERTIFICATE OF CONVENIENCE AND )  
NECESSITY TO PROVIDE INTRASTATE )  
TELECOMMUNICATION SERVICES )

Docket No. T-20842A-12-0116

NOTICE OF FILING PERFORMANCE BOND

Onvoy, Inc., through this filing, provides notice that it has procured a Performance Bond in the amount of \$125,000. The original of the bond will be delivered to the Commission's Business Office. A copy of the bond is attached to this filing

Dated this 15th day of January, 2013.

LEWIS and ROCA, LLP

Arizona Corporation Commission

DOCKETED

JAN 15 2013

DOCKETED BY:

Michael T. Hallam  
40 N. Central Avenue  
Phoenix, AZ 85004  
(602) 262-5723  
Attorneys for Applicant

ORIGINAL and thirteen (13) copies  
of the foregoing filed  
this 15th day of January, 2013, with:

LEWIS  
AND  
ROCA  
LLP  
LAWYERS

1 The Arizona Corporation Commission  
Utilities Division – Docket Control  
2 1200 W. Washington Street  
Phoenix, Arizona 85007

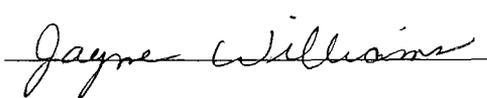
3  
4 Copy of the foregoing hand-delivered  
this 15th day of January, 2013, to:

5 Lyn Farmer  
Chief Administrative Law Judge  
6 Arizona Corporation Commission  
1200 West Washington Street  
7 Phoenix, AZ 85007

8 Janice Alward, Chief Counsel  
Legal Division  
9 Arizona Corporation Commission  
1200 West Washington Street  
10 Phoenix, AZ 85007

11 Steve Olea  
Utilities Division  
12 Arizona Corporation Commission  
1200 West Washington Street  
13 Phoenix, AZ 85007

14 Commission's Business Office  
Arizona Corporation Commission  
15 1200 West Washington Street  
Phoenix, AZ 85007

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Berkley Insurance Company

PERFORMANCE BOND

Bond No.: [REDACTED]

KNOW ALL MEN BY THESE PRESENTS,

THAT Onvoy, Inc., as Principal, and Berkley Insurance Company, having its executive office in Greenwich, CT, as Surety, are held and firmly bound unto Arizona Corporation Commission Utilities Division, hereinafter referred to as Obligee, in the penal sum of One Hundred Twenty-Five Thousand and 00/100 DOLLARS (\$ 125,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written agreement with the Obligee dated the day of [REDACTED], to Provide Telecommunications System Services which agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if said Principal shall fully indemnify and reimburse the Obligee for any loss it may suffer through the failure of the Principal faithfully to observe and perform each and every obligation and duty imposed upon the Principal by the said agreement, in the time and in the manner therein specified, then this obligation to be void; otherwise to remain in full force and virtue in law.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be immediately delivered to the Surety by registered mail at its Home Office at 475 Steamboat Road, Greenwich, CT 06830.

AND PROVIDED FURTHER THAT no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the surety within twelve (12) months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Obligee; but if there is any maintenance period provided in the contract for which said Surety is liable, an action for maintenance may be brought within three months from the expiration of the maintenance period, but not afterwards. This bond may be terminated or canceled by Surety by giving thirty (30) days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 4th day of January, 2013.

WITNESS:

Onvoy, Inc. By: [Signature]
Berkley Insurance Company By: DiLynn F. Guern, Attorney-in-Fact [Signature]

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Janice Ruth Trojan (a/k/a J. R. Trojan), Susan J. Lattarulo, DiLynn F. Guern, Kevin W. McMahon, Mark H. Sweigart, Florietta Acosta, Tiffany A. McGonigle, Donald E. Appleby, Sarah C. Brown, Lindsey Knickerbocker or Todd D. Bengford of Willis of Colorado, Inc. of Denver, CO its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24 day of October, 2012.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Senior Vice President & Secretary

By Jeffrey M. Haften
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 24 day of October, 2012, by Ira S. Lederman and Jeffrey M. Haften who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN
NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of January, 2013.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.