

February 25, 2009

Public Utilities Commission of Ohio Attn: Docketing Division 180 East Broad Street Columbus, OH 43215-3793

Re:

Case No. 08-1282-TP-ATA

Enclosed please find the original and nine (9) copies of the detariffing application of Northstar Telecom, Inc., pursuant to appropriate Commission rules and regulations.

Should you have any questions or concerns please feel free to contact me.

Very truly yours,

Michael Harrington

Assistant General Counsel

914-948-5550 x1093

mharrington@cordiacorp.com

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This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician Date Processed

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORI (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Northstar Telecom, Inc.) TRF Docket No. 90- Case No.08 - 1282 TP	ATA TO TO
	rved a Case No. leave the "Case No."
Name of Registrant(s) Northstar Telecom, Inc.	
DBA(s) of Registrant(s)	
Address of Registrant(s) 1101 Hills Road, Fremont NE 68025	P
Company Web Address www.northstartelecom.us	
Regulatory Contact Person(s) Michael Harrington Phone 914-948-55	550 Fax 914-948-5999
Regulatory Contact Person's Email Address mharrington@cordiacorp.com	
Contact Person for Annual Report Michael Harrington	Phone 914-948-555
Address (if different from above) 445 Hamilton Avenue, Suite 601 White Plains, NY 10601	
Consumer Contact Information Anna Fernandes	Phone 914-9485550
Address (if different from above) 445 Hamilton Avenue, Suite 601 White Plains, NY 10601	

Part I - Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	☐ ILEC		☐ CTS
Business Tier 2 Services		×	
Residential & Business Toll Services		×	
Other Changes required by Rule (Describe in detail in Exhibit C)		×	

Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
X	Exhibit A	The existing affected tariff pages.
\times	Exhibit B	The proposed revised tariff pages.
\boxtimes	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
×	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
X	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

Computation With Commission Rates and Service Summaries
I am an officer/agent of the applicant corporation, Northstar Telecom, Inc., and am authorized to make this statement on its behalf
I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapt 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) 2/25/2009 at (Location) White Plains, NY
*(Signature and Title) , Counsel (Date) 2/25/2009
 This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.
VERIFICATION
I, Michael Harrington, Assistant General Counsel,
verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the informatic submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.
*(Signature and Title), Counsel 2/25/2009
*Verification is required for every filing it may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Obio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Or
Make such filing electronically as directed in Case No 06-900-AU-WVR



Northstar Telecom, Inc. Issue Date: April 20, 2006 Ohio Tariff No. 1 Original Page No. 8

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by Northstar Telecom, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

As Approved in Case No. 06-608-TP-ACE

Effective Date: May 21, 2006

Matt O'Flaherty, President 1101 Hills Road Fremont, Nebraska 68025

2 Service Description and Rates (cont'd)

2.3. Resold Centrex Service

A. The Company's resold Centrex service allows customers access to a feature rich product traditionally available only to large users. There is also the option of combining products on a single bill, and a choice of term plans. There is a monthly recurring charge, as well as a usage based charge.

2.3.1 Line Rates

	Monthly Recurring Charge	Per Call Charge
Term Plan	Max.	Max.
Month to Month	\$70.00	\$.20
One Year	\$62.50	\$.20
Two Year	\$60.50	\$.20
Three Year	\$59.90	\$.20

Issue Date: April 20, 2006

Northstar Telecom, Inc. Issue Date: April 20, 2006

Ohio Tariff No. 1 Original Page No. 8

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by Northstar Telecom, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

As Approved in Case No. 06-608-TP-ACE

Matt O'Flaherty, President 1101 Hills Road

Effective Date: May 21, 2006

Fremont, Nebraska 68025

- 2. Service Description and Rates (cont'd)
 - 2.3 Resold Centrex Service (cont'd)
 - 2.3.2 Number Retention Charge (Reserved for Future Use)
 - 2.3.3 Number Release Charge (Reserved for Future Use)

2. Service Description and Rates (cont'd)

2.3 Resold Centrex Service (cont'd)

2.3.4 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up Call Transfer Call Forward - Variable

Three Way Conference Calling

Call Hold

Call Waiting

Speed Dial

2.3.4.1 Rate

Maximum Charge

Call Waiting*

Non Recurring Charge Monthly Recurring Charge \$20.00

\$11.00

As Approved in Case No. 06-608-TP-ACE

Issue Date: April 20, 2006

- Service Description and Rates (cont'd)
 - Reserved for Future Use 2.11

2 Service Description and Rates (cont'd)

Reserved for Future Use

Issue Date: April 20, 2006

Ohio Tariff No. 1 Section 2 Original Page No. 92

Effective Date: May 21, 2006

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 06-608-TP-ACE Issue Date: April 20, 2006

1101 Hills Road

Ohio Tariff No. 1 Section 2 Original Page No. 93

2 <u>Service Description and Rates</u> (cont'd)

Reserved for Future Use

Issue Date: April 20, 2006

2 Service Description and Rates (cont'd)

Reserved for Future Use

As Approved in Case No. 06-608-TP-ACE

Issue Date: April 20, 2006

Issue Date: April 20, 2006

4. Toll Service Regulations

4.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for interexchange telecommunications between points within the State of Ohio. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis in all 88 counties. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 4.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 4.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

Issue Date: April 20, 2006

4. <u>Toll Service Regulations</u> (cont'd)

4.1.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

4.2 Use of Services

- 4.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 4.2.
- 4.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 4.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 4.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 4.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 4.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

Issue Date: April 20, 2006

4. Toll Service Regulations (cont'd)

- 4.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 4.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

4.3 Liability of the Company

- 4.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, in accordance with O.A.C. 4901:1-5-16.
- 4.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 4.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 4.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

As Approved in Case No. 06-608-TP-ACE

Matt O'Flaherty, President 1101 Hills Road Fremont, Nebraska 68025

Issue Date: April 20, 2006

4. Toll Service Regulations (cont'd)

- 4.3.5 Unless caused by the Company's negligence, the Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 4.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 4.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issue Date: April 20, 2006

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4. <u>Toll Service Regulations</u> (cont'd)

4.4 Responsibilities of the Customer

- 4.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 4.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 4.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 4.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 4.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 4.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or services, that the signals emitted to network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

As Approved in Case No. 06-608-TP-ACE

4. <u>Toll Service Regulations</u> (cont'd)

- 4.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer.
- 4.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.
- 4.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 4.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

4.5 Cancellation of Services

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

Issue Date: April 20, 2006

4. Toll Service Regulations (cont'd)

- 4.5.2 Without incurring liability, the Company 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 the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 4.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 4.5.4 The Customer may terminate service upon reasonable notice. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

4. <u>Toll Service Regulations (cont'd)</u>

4.6 <u>Credit Allowance</u>

- 4.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 4.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 4.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 4.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 4.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 4.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 4.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

Issue Date: April 20, 2006

4. Toll Service Regulations (cont'd)

4.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

 $Credit = \underline{A} \times B$ 720

"A" - outage time in hours

"B" - monthly charge for affected activity

4.7 Deposit

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service with be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.
- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

4.8 Payment and Billing

4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone

As Approved in Case No. 06-608-TP-ACE

Northstar Telecom, Inc.

Issue Date: April 20, 2006

Ohio Tariff No. 1 Section No. 4 Original Page No. 10

Service Standards, Section 4901:1-5-15.

As Approved in Case No. 06-608-TP-ACE

Issue Date: April 20, 2006

4. Toll Service Regulations (cont'd)

- 4.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 4.8.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company.

Northstar Telecom, Inc. Issue Date: April 20, 2006 Ohio Tariff No. 1 Original Page No. 8

APPLICATION OF TARIFF



This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange service by Northstar Telecom, Inc. ("the Company") in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

All telephone companies are subject to the Commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customer's have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Northstar Telecom, Inc.

Ohio Tariff No. 1 Section No. 4

Issue Date: April 20, 2006

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4.7 Deposit

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service with be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.
- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

- 2 Service Description and Rates (cont'd)
 - 2.12 Reserved for Future Use
 - Reserved for Future Use 2.13
 - Toll Disconnection 2.14

Please see section 1.10 for regulations pertaining to disconnection.

2.14.1 **DePICing**

> Max. \$5.00

Exhibit C

Below please find a chart detailing the changes made to Northstar Telecom, Inc.'s Ohio Tariff No. 1.

Pages Removed		Pages Modified
Section 2		Section 1
Original Page 78	Original Page 92	Original Page 8
Original Page 79	Original Page 93	_
Original Page 80	Original Page 94	Section 2
Original Page 90		Original Page 95
Original Page 91		
Section 4		Section 4
Original Page 1	Original Page 7	Original Page 9
Original Page 2	Original Page 8	
Original Page 3	Original Page 10	
Original Page 4	Original Page 11	
Original Page 5	- ·	
Original Page 6		

Exhibit D

Northstar Telecom, Inc. intends to comply with Rule 4901:1-6-05(G)(3) by posting the detariffed sections of it's Ohio Local Tariff on it's website. The website address is:

www.northstartelecom.us

Exhibit E

Currently, Northstar Telecom, Inc. does not have any customers in the State of Ohio. Should this circumstance change, customer notice will be provided in a manner consistent with rule 4901:1-06-16B. The notice will also essentially mirror the sample notice provided by the Commission.

Exhibit F

As Northstar Telecom, Inc. currently does not have any customers in the State of Ohio, an affidavit at this time is unwarranted.