M-1917-TP-SLF 90-9190-TP-TRF

May 18, 2010

ZHIBMAY 19 AM 9:55

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

Re:

Broadview Networks, Inc. PUCO Tariff No. 2 Replacement

In its Entirety at the Request of PUCO Staff

Dear Sir or Madam:

At the request of Public Utility Commission of Ohio Staff, Broadview Networks, Inc. ("Broadview") respectfully withdraws in its entirety the competitive local exchange company tariff presently on file with the PUCO; this document is set forth herein at Exhibit A. In its place, Broadview hereby replaces Exhibit A with a new competitive local exchange company tariff, set forth in its entirety at Exhibit B hereto.

Pursuant to the instruction of Staff, Broadview's replacement CLEC tariff bears an issued date of May 19, 2010 and an effective date of May 20, 2010.

To the extent you have any questions concerning this submission, please do not hesitate to contact the undersigned at <a href="mailto:channan@broadviewtel.com">channan@broadviewtel.com</a> or (240) 461-0412.

Respectfully submitted,

Catheria M. Houres

Catherine M. Hannan Regulatory Counsel

**Enclosures** 

Cc (w/encl.): Mr. Doug Wile, PUCO

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 MAY 19 7818

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS (Effective: 01/18/2008)

In the Matter of the Application of Broadview	Networks, Inc. )	TRF Docket No. 90	-9190 <u>-TP-TRF</u>	
to replace Tariff P.U.C.O. No. 2	)	Case No. <u>09</u> - 19 NOTE: Unless you hav	17 -TP -TRF e reserved a Case # or are i	iling a Contract.
	)	leave the "Case No" fie		
Name of Registrant(s) Broadview Networks, I	nc.			
DBA(s) of Registrant(s)				
Address of Registrant(s) 800 Westchester Ave		Brook, NY 10573		
Company Web Address www.broadviewnet.co	<u>om</u>			
Regulatory Contact Person(s) Jarrod Harper		Phone <u>(610)</u>	755-4446 Fax (347)	<u>) 287-0845</u>
Regulatory Contact Person's Email Address jl		<u>om</u>		
Contact Person for Annual Report Jarrod Harg	<u>oer</u>		Phone <u>(6</u>	<u>10) 755-4446</u>
Address (if different from above) 2100 Renais	sance Boulevard, King	of Prussia, PA 19406		
Consumer Contact Information <u>Jarrod Harper</u>			Phone <u>(6</u>	<u>10) 755-4446</u>
Address (if different from above) 2100 Renais	sance Boulevard, King	of Prussia, PA 19406		
Motion for protective order included with filin	g? Yes X No			
Motion for waiver(s) filed affecting this case?	Yes X No [Note:	Waivers may toll any	automatic timeframe.]	
Section I – Pursuant to Chapter 4901:11	<u>l-6 OAC</u> – Part I –  I	Please indicate the (	Carrier Type and th	e reason for
submitting this form by checking the bo				
NOTES: (1) For requirements for various application form noted.	ons, see the identified secti	ion of Ohio Administrati	ve Code Section 4901 and	or the supplemental
(2) Information regarding the number of copies req	uired by the Commission 1	nau be obtained from the	Commission's web site at	www.puco.ohio.gov
under the docketing information system section, by				
of the Commission.	0		, , ,	,,
,				
Carrier Type  Other (explain below)	☐ ILEC	X CLEC	□ cts	☐ AOS/IOS
Tier 1 Regulatory Treatment		A OLLO		
	TRF 1-6-04(B)	TRF 1-6-04(B)		
Change Rates within approved Range	(0 day Notice)	(0 day Notice)		
New Service, expanded local calling	<b>ZTA</b> <u>1-6-04(B)</u>	ZTA <u>1-6-04(B)</u>		
area, correction of textual error	(0 day Notice)	(0 day Notice)		
Change Terms and Conditions,	ATA <u>1-6-04(B)</u>	ATA <u>1-6-04(B)</u>		
Introduce non-recurring service charges	(Auto 30 days)	(Auto 30 days)	-	
Introduce or Increase Late Payment or	☐ ATA <u>1-6-04(B)</u>	ATA <u>1-6-04(B)</u>		
Returned Check Charge	(Auto 30 days)	(Auto 30 days)  CTR <u>1-6-17</u>		
Business Contract	CTR <u>1-6-17</u> (0 day Notice)	(0 day Notice)		
18 Eth deeven	ATW 1-6-12(A)	☐ ATW <u>1-6-12(A)</u>		
Withdrawal	(Non-Auto)	(Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	SLF <u>1-6-04(B)</u>		
		(Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring	☐ TRF <u>1-6-05(E)</u>	☐ TRF <u>1-6-05(E)</u>		
service charges	(0 day Notice)	(0 day Notice)	☐ #DE	
Residential - Introduce New Tariffed Tier	☐ TRF <u>1-6-05(C)</u> (0 day Notice)	X TRF <u>1-6-05(C)</u> (0 day Notice)	☐ TRF <u>1-6-05(C)</u> (0 day Notice)	
2 Service(s) Residential - Change Rates, Terms and	TRF 1-6-05(E)			
Conditions, Promotions, or Withdrawal	(0 day Notice)	X TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)	
	CTR 1-6-17	CTR 1-6-17	CTR 1-6-17	
Residential - Tier 2 Service Contracts	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	<u></u> .
Residential & Business Toll Services	Detariffed	Detariffed	Detariffed	
(see "Other" helow)				

#### Section I – Part II – Certificate Status and Procedural

**Certificate Status** 

Certification (See Supplemental ACE form)		(Auto 30 days)	(Auto 30 days)	(Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	ABN <u>1-6-11(A)</u> (Non-Auto)	☐ ABN <u>1-6-11(A)</u> (Auto 90 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)	☐ ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		ABN <u>1-6-11(A)</u> (Auto 30 days)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	☐ ACN <u>1-6-14(B)</u> (Auto 30 days)	☐ ACN <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	☐ ACO <u>1-6-14(B)</u> (Auto 30 days)	☐ ACO <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u> (Auto 30 days)	AMT <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(6)</u> (Auto 30 days)	☐ ATC <u>1-6-14(B)</u> (Auto 30 days)	☐ CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR <u>1-6-14(8)</u> (Auto 30 days)	☐ ATR <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	☐ TRF (0 day Notice)	TRF (0 day Notice)
Section II - Carrier to Carrier (Pursuar		tS and Other		
Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	☐ NAG <u>1-7-07</u> (Auto 90 day)	☐ NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	☐ ARB <u>1-7-09</u> (Non-Auto)	☐ ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u> (Auto 30 day)	☐ ATA <u>1-7-14</u> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC <u>1-7-04</u> or (Non-Auto) <u>1-7-05</u>	UNC <u>1-7-04</u> or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	UNC 1-7-23(B) (Non-Auto)	UNC <u>1-7-05</u> (Non-Auto)		
<u>CMRS Providers</u> See <u>4901:1-6-15</u>	RCC [Registration & Change in Operations] (0 day)    NAG [Interconnection Agreement or Amendment (Auto 90 days)		ment or Amendment]	
Other* (explain)				

**ILEC** 

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the

Commission's Web Page for a complete list of exhibits.

Соппппо	ton's web rage for a complete list of eximples.
Exhibit	Description:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

AOS/IOS

ACE 1-6-10

CTS

ACE <u>1-6-10</u>

CLEC

ACE <u>1-6-10</u>

#### **AFFIDAVIT**

## Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Catherine M. Hannan (Name)

, 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 Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in 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) May 18, 2010

at (Location) Rye Brook, NY

\*(Signature and Title) atheries M. Hellen (Date) 5/18/12

This affidavit is required for every tariff-affecting filing. It may be signed by counsel order of the applicant, or an authorized agent of the applicant.

#### VERIFICATION

I, Catherine M. Hannan

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information 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) alternal May 18, 2010

\*Verification is required for every filing. It may be signed by counsel or an officer by the applicant of 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 Ohio 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

# EXHIBIT A

#### Tariff Schedule Applicable to

#### Local Exchange Telecommunications Services Furnished by

Broadview Networks, Inc.

Between Points Within the State of Ohio

Applicable in Ohio

# RECEIVED

APR 2 7 2001

TACHE DIVISION Public Utilines Commission of Ohio

Effective: May 11, 2001 Issued: March 12, 2001

Issued by:

Steve Andreassi

Managing Director - Regulatory Affairs

Broadview Networks, Inc. 59 Maiden Lane, 27th Floor

New York, NY 10038

# CHECK SHEET

Page	Revision	Page	Revision	Page	Revision
Title*	Original	33*	Original	66*	Original
1*	Original	34*	Original	67*	Original
2*	Original	35*	Original	68*	Original
3*	Original	36*	Original	69*	Original
4*	Original	37*	Original	70*	Original
5*	Original	38*	Original	71*	Original
6*	Original	39*	Original	72*	Original
7*	Original	40*	Original	73*	Original
8*	Original	41*	Original	74*	Original
9*	Original	42*	Original	75*	Original
10*	Original	43*	Original	76*	Original
11*	Original	44*	Original	77*	Original
12*	Original	45*	Original	78*	Original
13*	Original	46*	Original	79*	Original
14*	Original	47*	Original	80*	Original
15*	Original	48*	Original	81*	Original
16*	Original	49*	Original	82*	Original
17*	Original	50*	Original	83*	Original
18*	Original	<i>5</i> 1*	Original	84*	Original
19*	Original	52*	Original	85*	Original
20*	Original	53*	Original	86*	Original
21*	Original	54*	Original	87*	Original
22*	Original	55*	Original	88*	Original
23*	Original	56*	Original	89*	Original
24*	Original	57*	Original	90*	Original
25*	Original	5 <b>8*</b>	Original	91*	Original
26*	Original	59*	Original	92*	Original
27*	Original	60*	Original	93*	Original
28*	Original	61*	Original	94*	Original
29*	Original	62*	Original	95*	Original
30*	Original	63*	Original	96*	Original
31*	Original	64*	Original	97*	Original
32*	Original	65*	Original	98*	Original

<sup>\*</sup> Denotes new or revised page

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Steve Andreassi

Managing Director - Regulatory Affairs Broadview Networks, Inc.

Broadview Networks, Inc. 59 Maiden Lane, 27<sup>th</sup> Floor New York, NY 10038

Page	Revision
99*	Original
100*	Original
101*	Original
102*	Original
103*	Original
104*	Original
105*	Original
106*	Original
107*	Original
108*	Original
109*	Original
110*	Original
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<sup>\*</sup> Denotes new or revised page

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Managing Director - Regulatory Affairs

Broadview Networks, Inc. 59 Maiden Lane, 27th Floor New York, NY 10038

#### 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 Page 14 and 15 would be 14.1.
- B. <u>Page Revision Numbers</u> 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 Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. <u>Paragraph Numbering Sequence</u> There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1

2.1.1

2.1.1.1

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the filing. The check sheet lists pages contained in the tariff, with a cross-reference to the current revision number. When 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. remains the same, just revised revision levels on some pages). The tariff user should refer back to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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# TABLE OF CONTENTS

			Page Number
Title P	Page	***************************************	Title
	_		
		f	
2)1110	order in Time 1 min		
Section	n 1 Definitions and	Abbreviations	8
Section	n 2 Rules and Regu	lations	11
	•		
2.1		* 	
2.2	<del></del>	pany	
2.3	Obligations of the C	ustomer	11
2.3	_	ustomer	
2.4		ity	
2.5		ice	
2.6	•		
2.7	-		
2.8		es	
2.9		s and Billing Disputes	
2.10		uptions in Service	
2.11		v= (,>=0(0.0001.0001.0001.0001.01.0001.01.0001.01.	
2.12		rge	
2.13		s (ICB) Arrangements	
2.14		ce	
2.15		vice	
2.16		impairment of Service	
2.17	•	on by Use of Recorded Messages	
2.18			
2.19	_	arge	
2.20		cking	
2.21	Abuse and Fraudule	nt Use of Service	
Issued:	March 12, 2001		Effective: May 11, 2001
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Issued	oy:	Steve Andreassi	·
		Managing Director – Regulatory Affa	airs
		Broadview Networks, Inc. 59 Maiden Lane, 27 <sup>th</sup> Floor	
		New York, NY 10038	
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Issued U	Inder Authority of the Pul	olic Utilities Commission of Ohio, Dated	, in Case No

# TABLE OF CONTENTS (CONT'D)

			Page Number
Section	n 3 - Description of	Services	36
3.1	Basic Local Exchar	nge Service	
3.2		ne	
3.3		C6	
3.4	_	ngs	
3.5		ce	
3.6	_	Plans	
3.7	_	ans	
3.8	<del></del> -	runications Service (MTS)	
3.9		•	
3.10	Operator Service	***************************************	40
3.11	Busy Line Verificat	tion and Interrupt Service	40
3.12	Optional Calling Fe	atures	41
3.13	Blocking Features.	797700000/19 <del>000</del> 110 <del>000</del> 1100000000000000000000000	44
3.14	Directory Listings.	**************************************	45
3.15	Calling Card Service	es	47
3.16	Maintenance Visit	Charges	48
3.17	Emergency Service	S Calling Plan	48
Section	4 - Description of	Rates and Charges	49
Section	5 Miscellaneous	Services	107
5.1	Introl ATA Draguiho	cription	107
5.2		by Number Service - 911	
5.2		by Number Service - 911 (Cont'd)	
5.3			
5.4			
J. <del>~</del>	ык ор		
Section	16 Price List	**************************************	123
Issued:	March 12, 2001	Effecti	ve: May 11, 2001
Issued b	oy:	Steve Andreassi	
		Managing Director - Regulatory Affairs	
		Broadview Networks, Inc.	
		59 Maiden Lane, 27 <sup>th</sup> Floor New York, NY 10038	

#### PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to Broadview Networks, Inc. (referred to herein as "Company" or "Broadview").

This Tariff is on file with the Public Utilities Commission of Ohio and copies may be inspected during normal business hours at Broadview's principal place of business.

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Issued by:

Steve Andreassi

Managing Director - Regulatory Affairs

Broadview Networks, Inc. 59 Maiden Lane, 27th Floor New York, NY 10038

#### SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase in a rate.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

Issued: March 12, 2001

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Broadview Networks, Inc. 59 Maiden Lane, 27th Floor New York, NY 10038

#### SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Authorization Code: A numerical code, one or more of which the Company may assign to a Customer, to enable Company to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Company and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User: The Customer may authorize a person, firm or corporation to be an end-user of the service of the Customer.

Automatic Number Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

<u>Business Office</u>: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 2950 Gallows Road, Falls Church, VA 22042.

Company: The term "Company" refers to Broadview Networks, Inc. or " Broadview".

Commission: The Public Utilities Commission of Ohio, the regulating entity within the State of Ohio.

Completed call: is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

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Issued by:

Steve Andreassi

Managing Director - Regulatory Affairs

Broadview Networks, Inc. 59 Maiden Lane, 27<sup>th</sup> Floor New York, NY 10038

#### SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

Customer: means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

Exchange Area: A geographically defined area wherein the telephone industry through he use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (ICB): Customer-specific arrangements that may vary from tariff in rates, terms and conditions according to the customer-specific requirements and service-specific parameters.

Local Access Transport Areas ("LATA"): A geographical 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 Company Association, Inc. Tariff F.C.C. No. 4.

Service: means any telecommunications service(s) provided by the Carrier under this tariff.

Station; means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Issued: March 12, 2001 Effective: May 11, 2001

Issued by:

Steve Andreassi

Managing Director - Regulatory Affairs

Broadview Networks, Inc. 59 Maiden Lane, 27th Floor New York, NY 10038

# SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D)

<u>Time period</u>: means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below:

ing later	tice	ing that	Date 1
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekend s	11:00 p.m.	8:00 p.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

Issued: March 12, 2001 Effective: May 11, 2001

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Steve Andreassi

Managing Director - Regulatory Affairs

Broadview Networks, Inc. 59 Maiden Lane, 27th Floor New York, NY 10038

#### **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Application of Tariff

This tariff applies to telecommunications services furnished by Domino Networks Communications, Inc. (Company) between various locations within the State of Ohio in accordance with the conditions set forth herein. Service under this tariff is only available to business Customers located in buildings where Company owns or leases facilities.

#### 2.2 Undertaking of Company

Company undertakes to provide intrastate toll voice services on a facilities and resale basis throughout Ohio on the terms and conditions and the rates and charges specified herein.

# 2.3 Obligations of the Customer

- 2.3.1 The customer shall be responsible for:
  - 2.3.1.1 The payment of all applicable charges pursuant to this tariff;
  - 2.3.1.2 Reimbursing the company for damage to, or loss of, the company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
  - 2.3.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the company's facilities and equipment installed on the customer's premises.

Issued: March 12, 2001	ffective:	May	11,	200
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# 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 (Cont'd)

- 2.3.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.3.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.3.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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- 2.3 Obligations of the Customer (Cont'd)
  - 2.3.1 (Cont'd)
  - 2.3.2 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
  - 2.3.3 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
  - 2.3.4 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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## 2.4 <u>Limitations of Liability</u>

- 2.4.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses and consequential damages of such third persons.
- 2.4.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the Company's failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The Customer or Authorized User has the sole remedy of the extension of such allowances for interruption and the sole liability of the Company. The Customer shall not hold the Company liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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# 2.4 <u>Limitations of Liability</u> (Cont'd)

- 2.4.3 The Customer shall not hold the Company liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.4.4 The Customer shall not hold the Company liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.4.5 The Customer shall not hold the Company liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customerprovided services or equipment.
- 2.4.6 The Customer shall not hold the Company liable for the claims of vendors supplying equipment to the Customer, which vendor may installed at premises of the Company, nor shall the Customer shall not hold the Company liable for the performance of said vendor or vendor's equipment.

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# 2.4 <u>Limitations of Liability</u> (Cont'd)

- 2.4.7 The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.8 The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.4.9 The Customer shall not hold the Company liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.4.10 The Customer shall not hold the Company liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring, unless the Company's willful misconduct or gross negligence causes the damage.

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### 2.4 <u>Limitations of Liability</u> (Cont'd)

- 2.4.11 The Customer shall not hold the Company liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.4.12 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person affected by the dialing of the digits "9-1-1".
- 2.4.13 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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# 2.4 <u>Limitations of Liability</u> (Cont'd)

- 2.4.14 The Customer and any Authorized Users, jointly and severally shall indemnify and hold the Company harmless from claims, loss, damage, expense or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer, by an Authorized User or by any other entity other than the Company, or (2) use of services. functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and/or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims, at the sole and entire expense of the Customer and/or Authorized User.
- 2.4.15 Y2K: The Company will operate as specified in its agreement with the Customer during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by Year 2000 defects in the Company's hardware, software or systems. Due to the interdependence among telecommunications companies and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) customer premise equipment; or (3) Customer. In addition, the Company does not ensure compatibility between Company services and non-Company services used by Customer.

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# 2.5 Application for Service

- 2.5.1 Applicants wishing to obtain service may initiate service verbally with the Company or pursuant to a completed and signed written service order. On Company's receipt of the signed order form, under normal circumstances, Company will accept or reject the order within ten (10) business days.
- 2.5.2 Should the applicant make a service request verbally, and should the Company accept the applicant's order, the Company will provide the applicant, within ten (10) days of the service order, a confirmation letter setting forth the services ordered and itemizing all charges which will appear on the Customer's bill.
- 2.5.3 In addition, the Company will provide all new Customers in writing a statement of all material terms and conditions affecting what the Customer will pay for services provided by Company. The Company will provide the Customer will with service, under normal circumstances, within fourteen (14) business days of initial request.

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#### 2.5 Application for Service (Cont'd)

#### 2.5.4 Minimum Contract Period

2.5.4.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty (20) days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

#### 2.5.5 Cancellation of Service

Where the applicant cancels an order for service prior to the start of the 2.5.5.1 installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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## 2.5 Application for Service (Cont'd)

#### 2.5.5 <u>Cancellation of Service</u> (Cont'd)

- 2.5.5.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
  - (a) The total costs of installing and removing such facilities; or
  - (b) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.5.5.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

#### 2.6 Payment for Service

- 2.6.1 Service will be billed on a monthly basis and is due and payable no sooner than fourteen (14) days from the date of the postmark on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in this tariff.
- 2.6.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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TARIFF DIVISION
Public Utilities Commission of Ohio

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59 Maiden Lane, 27th Floor

New York, NY 10038

# 2.7 <u>Customer Deposits</u>

- 2.7.1 The Company agrees to abide by the regulations associated with nonresidential customer deposits as specified by the Ohio Administrative Code.
- 2.7.2 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
  - 2.7.2.1 Was a customer of a Ohio utility for at least 12 months within the preceding 2 years;
  - 2.7.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Ohio;
  - 2.7.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.7.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.

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2.7 Customer Deposits (Cont'd)

2.7.5 Deposits for establishment or reestablishment of credit shall not exceed two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

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2.8.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with the Ohio Administrative Code.

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- 2.9 Customer Complaints and Billing Disputes
  - 2.9.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
  - 2.9.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the oustomer to:

The Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215-3793 (614) 466-3292 1-800-686-7826

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Broadview	Networks,	Inc.
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P.U.C.O. Tariff No. 2 Original Page 26

SECTION 2	- RULES	AND	REGUL	ATIONS	(CONT'D)
		• 44 • 44			(~~~~

## 2.12 Returned Check Charge

When payment for service is made by check, draft, or similar negotiable instrument, the Company may assess a charge of \$25.00 for each such item returned unpaid by a bank to a Company for any reason. This charge is in addition to the late payment charge which may also be applicable.

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#### 2.13 Individual Case Basis (ICB) Arrangements

Company may form contracts in special circumstances for Individual Case Basis ("ICB") service offerings. Rates and contracts will be filed with and approved by the Public Utilities Commission of Ohio. ICB service offerings are arrangements with a specific customer where customer-specific requirements and the service-specific parameters may vary from the tariff. For ICB service offerings, Company will offer ICB rates, terms and conditions to the Customer in writing. The Company will make any specific contract available to similarly situated Customers in substantially similar circumstances that place an order within thirty (30) days of the effective date of the original contract.

#### 2.14 Termination of Service

#### 2.14.1 Denial of Service Without Notice

The Company may deny service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.

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#### 2.14.2. Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than ten (10) days, or as otherwise specified in this tariff, in which to remove the cause for denial:
  - Non-compliance with Regulations. For violation of or noncompliance with regulations contained in the Ohio Administrative Code, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

Any individual who uses or receives Company service, other than under the provisions of an accepted application for service and a current customer relationship, may be liable for the tariffed cost of the services received and may be liable in addition for reasonable court costs and attorneys fees as determined by the Commission or by the court.

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#### 2.14 Termination of Service (Cont'd)

#### 2.14.2. Denial of Service Requiring Notice (Cont'd)

#### 2.14.2.1 Cont'd

2.14.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Public Utilities Commission of Ohio.

2.14.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

#### 2.14.2.1.D Non-payment of Bill.

2.14.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.14.2.1.D.2 In cases of bankruptcy, provided that Company has not received adequate assurances of payment, or of receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than five (5) days notice may be given if necessary to protect the Company's revenues.

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#### 2.14 Termination of Service (Cont'd)

## 2.14.2. Denial of Service Requiring Notice (Cont'd)

#### 2.14.2.1.D Non-payment of Bill (Cont'd)

- 2.14.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.
- 2.14.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.14.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- Failure to remit any deposits required by the 2.14.2.1.D.6 Company and allowed in accordance with the Company's Service Requirements Form on file with the Commission.

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in Case No. Issued Under Authority of the Public Utilities Commission of Ohio, Dated

#### 2.14 Termination of Service (Cont'd)

#### 2.14.3 Insufficient Reasons for Denial of Service

2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.14.3.	I.A	Failure of a prior customer to pay for service at the premises to be serviced;
2.14.3.	l.B	Failure to pay for a different class of service for a different entity;
2.14.3.	ı.c	Failure to pay the bill of another customer as guarantor of that bill;
2.14.3.	a.ı	Failure to pay directory advertising charges;
2.14.3.1	l.E	Failure to pay an undercharge; or
2.14.3.1	l.F	Failure to pay an outstanding bill that is over 7 years old, unless the:

2.14.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

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#### 2.14 Termination of Service (Cont'd)

#### 2.14.3 Insufficient Reasons for Denial of Service (Cont'd)

2.14.3.1 (Cont'd)

2.14.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.14.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.14.3.2 This regulation applies to both residential and nonresidential classes of service,

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#### 2.15 Unlawful Use of Service

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
  - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
  - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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#### 2.16 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

#### 2.17 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

#### 2.18 Incomplete Calls

There shall be no charge for incomplete calls. 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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### 2.20 "900" and "976" Blocking

Company will block the Customer's access to "900" and "976" pay-per-call telephone information services. Company will not impose a charge for blocking.

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### SECTION 3 - DESCRIPTION OF SERVICES

### 3.1 Basic Local Exchange Service

#### 3.1.1 Service Areas and Rate Groups

Broadview Networks, Inc.'s exchange areas and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area. NXX's associated with each particular exchange or zone may be found in the telephone directory published by the incumbent local exchange provider in the Customer's exchange.

Broadview Networks, Inc. provides service in the exchange areas served by the following local exchange companies and concurs in their filed exchange areas, exchange rate classification criteria and exchange maps:

Ameritech - Ohio, P.U.C.O. No. 20

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#### 3.2 Standard Access Line

The Standard Residential or Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A multi-line subscriber is a Business customer with more than one Line provided by Broadview Networks. Standard Access Lines enable the customer to:

(a) place or receive calls to any station in the local calling area, as defined herein;

(b) access enhanced 911 Emergency Service where available;

(c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;

(d) access Operator Services;

- (e) access Directory Assistance;(f) piace or receive calls to 800 numbers;
- (g) access Telecommunications Relay Service.

Touch Tone signaling, consisting of a push button or touchtone dial that sends out a sound which consists of two discrete tones (one low frequency and one high frequency), picked up and interpreted by telephone switches, is provided as part of the Standard Access Line.

The Company's service will automatically block originating calls to other telephone companies' caller-paid information services (e.g., 900, 976) at no charge. Calls to those numbers and other numbers used for caller-paid information services will be unblocked on a per directory number basis only. Subsequent blocking of 900-type numbers will incur a charge.

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### 3.5 Local Calling Service

This service provides for local calling service determined by NXX in a from and to grouping based on the exchange areas listed in Ameritech Tariff P.U.C.O. No. 20.

# 3.6 Residential Calling Plans

Unless explicitly stated otherwise, the following plans apply to all Residential customers.

Basic Flat Rate Service Broadview No Limits

### 3.7 Business Calling Plans

Unless explicitly stated otherwise, the following plans apply to all business customers.

Broadview 25/10 Business Bonanza

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#### 3.8 Message Telecommunications Service (MTS)

Message Telecommunications Service is a communications service which is available for use by Customers twenty-four (24) hours a day. MTS enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area, but within the boundaries of the home LATA.

This tariff applies to MTS furnished or made available by the Company via resold services over facilities, wholly within or partly within and partly without the State of Ohio where respective rate centers of such points are located within a LATA in the state.

Service is available to and from Customers of a miscellaneous common carrier with which arrangements have been made for the interchange of telephone traffic and is furnished through interconnecting equipment and connecting channels provided by the Company service is being resold. The rates between the applicable wire telephone rate center and the rate center of the miscellaneous common carrier are the rates specified in 5.4 of this tariff. The rate center of the miscellaneous common carrier is the rate center of the Company service serving exchange. And additional charge that the miscellaneous common carrier bills to and collects from its Customer is applicable to the remainder of the call as specified in the tariffs of the miscellaneous common carrier.

Service is offered on both a Customer dialed and operator dialed basis each of the following classes of calls:

- (a) Station-to-Station
- (b) Calling Card
- (c) Collect or Bill to 3rd Party
- (d) Person-to-Person

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## 3.9 <u>Directory Assistance</u>

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

#### 3.10 Operator Service

Provides for live or automated operator treatment when Customer dials "0". Services include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

#### 3.11 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service, furnished to the extent facilities permit, provides the customer with the following options:

Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

Busy Line Verification and Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

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### 3.12 Optional Calling Features

<u>Call Waiting</u>: Permits the end-user engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switch hook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switch hook, but a three-way conference call cannot be established.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Busy Number Re-dial: This feature automatically redials another parties phone number after the Customer's first attempt to connect to that number resulted in a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive other calls while the feature is activated.

<u>Call Forwarding Variable</u>: Permits the end-user to automatically forward (transfer) all incoming calls to an end-user designated telephone number, and permits the end-user to restore incoming calls to non Call Forwarding operation.

The Customer is charged for the call between the original terminating number and the number to which it is remotely call forwarded. The Customer must subscribe to adequate facilities to permit the use of the service without impairment, disruption or deterioration of the quality of other telephone services.

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<u>Call Block</u>: Allows the end-user to automatically block incoming calls from up to six Customer pre-selected telephone numbers (including numbers from which a Customer has just received a call. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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3.12 Optional Calling Features (Cont'd)

Call Trace: Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage base only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company. The customer using Call Trace is required to contact the Company for further action and will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

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## 3.13 <u>Blocking Features</u>

A calling party may block their telephone number, associated main listed name and volceback of calling identification information to users or subscribers to customer calling features utilizing SS7 technology. Blocking will also prevent call completion through the use of Return Call service.

Customers have two blocking options:

<u>Per-Call Blocking</u>: By activating a special code, the caller may block the transfer of the telephone number for that call only. There is no charge for using per-call blocking and it is provided on an unlimited basis.

<u>Line Blocking</u>: This service must be added to a customer's line by contacting the Company's business office and having a service order issued. All calls are automatically blocked when a customer subscribes to line blocking unless the blocking feature is deactivated.

If a customer subscribes to line blocking, he/she can deactivate blocking by dialing a special code prior to placing a call. Blocking will be deactivated for that outgoing call only.

As facilities permit, a line blocking customer will be provided with a separate code to deactivate blocking, which is different from the per-call blocking code. Where this separate code is not available, the code for per-call blocking and the code to deactivate line blocking will be the same.

Line blocking is available to all customers in Broadview Networks, Inc.'s serving territory. Line blocking is provided without charge, except as discussed in the rate section of this Tariff.

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## 3.14 Directory Listings

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Directory listings are provided in connection with each Customer service as specified herein.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenitles in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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#### 3.14 Directory Listings (Cont'd)

The following types of listings will be made available:

<u>Primary</u>: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

Additional: In connection with local exchange service, additional listings are available only in the same name of authorized users of the Customer's service, as defined herein.

Non-Published: Listings that are not printed in directories nor available from Directory Service.

A Non-Published Telephone Service will be furnished at the customer's request providing the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the DA records.

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#### 3.15 Calling Card Services

The Company's Calling Card Services are offered to Customers of its local exchange and long distance services.

In addition to a per call surcharge, there is an 18 second minimum charge per Calling Card call. Each is rounded up to the next six second increment after the initial 18 seconds.

The Company's Calling Card Services are accessed by dialing a toll-free number and entering the Calling Card Number (area code, phone number, and PIN).

No discounts apply to Calling Card Services.

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### 3.16 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

### 3.17 <u>Rmergency Services Calling Plan</u>

Access (at no additional charge) to emergency services by dialing 0 - or 9-1-1.

Message toll telephone oalls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to person and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following: are offered at no charge to Customers:

- (a) Governmental fire fighting, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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# 4.1. Exchange Areas

List of exchange areas and local service areas.

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Aberdeen	Aberdeen Ripley	Maysville, Ky S. Central Beil
Akron	Akron Atwater Greensburg Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown	Doylestown - Doylestown Hudson (342, 650 and central offices only) - Western Reserve Montrose - GTE Peninsula - Western Reserve Richfield - Western Reserve Wadsworth - GTE Sharon Center - GTE Rittman - United
Alliance	Alliance Atwater Canton Marlboro Sebring	Damascus - United N. Benton - United N. Georgetown - GTE Paris - GTE
Alton .	Columbus Met. Area London	Cheshire Center - GTE Pataskala - United Rathbone - GTE Sunbury - United
Arabia	Arabia Guyan Ironton Wainut	(None)

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#### 4.1 Exchange Areas (Cont'd.)

OTHER TELCOS EXCHANGE AREA APPLICANT Akron (None) Atwater Atwater Alliance Kent Marlboro Ravenna Rootstown Fairvies - Western Reserve Barnesville Barnesville Beallsville Bethesda Morristown - Western Reserve Quaker City - Western Reserve Somerron Beallsville Beallsville (None) Barnesville Bethesda Clarington Somerton Woodsfield Englewood - GTE Beavercreek Dayton Met. Liberty - GTE Area Donnelsville Trotwood - GTE Enon Jamestown Medway New Cartisle Spring Valley Xenia

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Bedford Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Sta. - Alltel, Ohio Hinckly - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russel - Western Reserve Twinsburg - Western Reserve

Belfast Belfast

Hillsboro Marshall Sugar Tree Ridge

Bellaire Wheeling Zone

Wheeling Zone
Wheeling Zone

Wheeling Zone I - C&P of W. Va. Wheeling Zone II - C&P of W. Va. Wheeling Zone III - C&P of W. Va.

Powhattan Point - Western Reserve

Centerville - Western Reserve

Wheeling Zone

Wheeling Zone III - C&P of W. Va. Wheeling Zone V - C&P of W. Va.

Beilbrook Dayton Met. Area

Donnelsville
Enon
Medway
New Carlisle
Spring Valley

Englewood - GTE Liberty - GTE Trotwood - GTE

Xenia

Belpre Marietta Little Hocking - Western Reserve Mineralwells, W.Va.-C&P of W. Va. Parkersburg, W.Va.-C&P of W. Va.

Valley Mills, W.Va.-C&P of W. Va.

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Berea	Cleveland Met. Area Chesterland	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Ailtel, Ohio Elyria - Alltel, Ohio Hinckley - Western Reserve North Eaton - GTE Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve
Bethesda	Bethesda Barnesville Beallsville Somerton Wheeling Zone VIII	Centerville - Western Reserve Morristown - Western Reserve
Bloomingburg	Bloomingburg Jeffersonville New Holland Sedalla Washington Ct. Hse.	Mt. Sterling - United
Bloomingville	Bloomingville Castalia Sandusky	(None)
Bowersville	Bowersville Jamestown Milledgeville Xenia	(None)

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Brecksville	Cleveland Met. Area Chesterland	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Alltel, Ohio Hinckly - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve
Burton	Burton Chagrin Falls Cleveland Terrace	Bainbridge - Western Reserve Chardon - Western Reserve E. Claridon - Western Reserve Huntsburg - Western Reserve Middlefield - Western Reserve Newbury - Western Reserve Parkman - Western Reserve Russell - Western Reserve
Canal Fulton	Canal Fulton Akron Canton Manchester Massilion North Canto	(None)
Canal Winchester	Columbus Met. Area Carroll Lancaster	Amanda - GTE Baltimore - GTE Cheshire Center - GTE Pataskala - United Rathbone - GTE Sunbury - United

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Canfield	Canfield	Berlin Center - United North Jackson North Lima Salem Youngstown
Canton	Canton Alliance Canal Fulton Hartville Lonisville Magnolia - Waynesburg Marlboro Massillon Navarre North Canton	Bolivar - GTE Carrollton - GTE Dellroy - GTE Malvern - GTE Mineral City - GTE Minerva - GTE Paris - GTE
Carroil	Carroll Canal Winchester Columbus Lancaster	Baltimore - GTE
Castalia	Castalia Bloomingville Sandusky	(None)
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs - Cliffe Xenia	(None)

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# 4.1 Exchange Areas (Cont'd.)

Centerville

Dayton Met. Area
Donnelsville
Enon
Medway
Franklin
New Carlisle
Spring Valley

OTHER TELCOS

Englewood - GTE
Liberty - GTE
Trotwood - GTE

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Chagrin Falls	Burton Cleveland Mst. Area Chesterland	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Alltel, Ohio Hinckley - Western Reserve Newbury - Western Reserve Northfield Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve
Cheshire	Cheshire Gallipolis Vinton	Pomeroy - GTE
Chesteriand	Chesterland Cleveland Met. Area Kirtland	East Claridon - Western Reserve Newbury - Western Reserve Russell - Western Reserve
Christiansburg	Christiansburg Fletcher - Lena New Carlisle North Hampton	St. Paris - W. Ohio Tipp City - GTE Troy - GTE
Clarington	Clarington Beallsville Duffy Woodsfield	Powhatan Point - Western Reserve

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Cleveland Burton Aurora - Western Reserve

Cleveland Met. Bainbridge - Western Reserve
Area Brunswick - GTE
Chesterland Columbia Sta. - Alltel, Ohio

Leroy East Claridon - Wester Reserve

Elyria - Alltel, Ohio Grafton - GTE

> Hinckley - Western Reserve Montville - Western Reserve Newbury - Western Reserve

North Eaton - GTE

Northfield - Western Reserve Perry - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Valley City - GTE Avon Lake - Century

Columbiana Columbiana (None)

East Palestine Lisbon Lectonia New Waterford North Lima Rogers Salem Youngstown

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	<u>APPLICANT</u>	OTHER TELCOS
Columbus	Carroli Columbus Met. Area London	Ashville - GTE Baltimore - GTE Cheshire Center - GTE Delaware - GTE Johnstown - United Kilbourne - GTE Mt. Sterling - United Pataskala - United Rathbone - GTE Sunbury - United Granville - Alltel
Conesville	Conesville Coshocton Dresden West Lafayette	(None)
Coming	Corning New Lexington Shawnee	(None)
Coshocton	Coshocton Conesville West Lafayette	Cooperdale - GTE Warsaw - GTE
Dalton	Dalton Massillon	Orrville - United
Danville	Danville Hillsboro Sugar Tree Ridge	Lynchburg - GTE Mowrystown - GTE

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Dayton	Dayton Met. Area Donnelsville Enon Franklin Jamestown Medway Middletown New Carlisle Spring Valley	Brookville - GTE Englewood - GTE Farmersville - GTE Germantown - Germantown Gratis - GTE Laura - GTE Liberty - GTE Liberty - GTE New Lebanon - GTE Phillipsburg - GTE Troy - GTE Trotwood - GTE Waynesville - United West Milton - GTE Lewisburg - GTE
Donnelsville	Donnelsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield	
Dresdan	Dresden Conesville Zanesville	Cooperdale - GTE Frazeyburg - United
Dublin	Columbus Met. Area	Cheshire Center - GTE Delaware - GTE Pateskala - United Plain City - GTE Rathbone - GTE Sunbury - United

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4.1 Exchange Areas (Cont'd.)
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**EXCHANGE AREA** APPLICANT OTHER TELCOS Duffy Duffy (None) Clarington Gravsville New Matamoras Woodsfield Chester, W.Va.-C&P of W. Va. **Bast Liverpool** East Liverpool Hookston, Pa. - Pa. Bell Lisbon Smiths Ferry, Pa. - Pa. Bell Rogers Wellsville Salineville East Palestine East Palestine E. Palestine, Pa. - Pa. Bell Columbiana Lisbon New Waterford Rogers Salem Youngstown Enon (None) Enon Dayton Met. Агеа Donnelsville Springfield Yellow Springs - Clifton Fairborn Dayton Met. Area Englewood - GTE Donnelsville Liberty - GTE Trotwood - GTE Enon Medway New Carlisle

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Yellow Springs - Clifton

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Spring Valley

#### 4.1 Exchange Areas (Cont'd.)

Exchange Areas (Cont'd.)		
EXCHANGE AREA Findlay	APPLICANT Findlay	OTHER TELCOS Arcadia - Arcadia Arlington - GTE Beuton Ridge - Beuton Ridge Bloomdale - United Carey - GTE Jenera - GTE McComb - GTE Mount Blanchard - GTE Mount Cory - Orwell North Baltimore - GTE Rawson - GTE Van Buren - GTE Vanlue
Fletcher - Lena	Fletcher - Lena Christiansburg Piqua	St. Paris - W. Ohio Troy - GTE
Fostoria	Fostoria New Riegel	Arcadia - Arcadia Bascom - Bascom Bloomdal - United Risingsun - United
Franklin	Dayton Centerville Franklin Miamisburg - West Carrollton Middletown	Germantown - Germantown
Fremont	Fremont Lindsey	Bettsville - GTE Lindsey Clyde - GTE Gibsonburg - GTE Green Springs - United Helena - GTE Old Fort - United

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#### 4.1 Exchange Areas (Cont'd.)

OTHER TELCOS EXCHANGE AREA APPLICANT Fultonham (None) Fultonham **New Lexington** Roseville Somerset Zanesville Cheshire Center - GTE Gahanna Columbus Met. Johnstown - United Area Pataskala - United Rathbone - GTE Sunbury - United Point Pleasant - C&P of W.Va. Gallipolis Gallipolis Cheshire Guyan Rio Grande Vinton Walnut Aurora - Western Reserve Gates Mills Cleveland Met. Bainbridge - Western Reserve Area Burnswick - GTE Chesterland Columbia Sta. - Elyria Kirtland East Claridon - Western Reserve Mentor Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve Warren - United Girard Girard Hubbard Niles Youngstown

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4.1	Exchange A	reas (Cont'd.)

Exchange Areas (Cont'd.)		
EXCHANGE AREA Glenford	APPLICANT Glenford New Lexington Somerset Thornville	OTHER TELCOS Newark - Ailtel
Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville	New Philadelphia - GTE
Graysville	Graysville Duffy Lewisville New Matamoras Woodsfiled	(None)
Greensburg	Greensburg Akron Manchester North Canton Uniontown	(None)
Grove City	Columbus Met. Area	Cheshire Center - GTE Mt. Sterling - United Pataskala - United Rathbone - GTE Sunbury - United
Groveport	Columbus Met. Area	Cheshire Center - GTE Pataskala - United Rathbone - GTE Sunbury - United
Guyan	Guyan Arabia Gallipolis	(None)

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### 4.1 Exchange Areas (Cont'd.)

OTHER TELCOS EXCHANGE AREA APPLICANT Cheshire Center - GTE Harrisburg Columbus Met. Mt. Sterling - United Area Pataskala - United London Rathbone - GTE Sunbury - United Hartville Hartville | (None) Akton Canton Louisville Mariboro North Canton Uniontown

Hillcrest Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE
Kirtiand Columbia Sta. - Elyria

East Claridon - Western Reserve
Hinckley - Western Reserve
Northfield - Western Reserve
Richfield - Western Reserve
Russell - Western Reserve
Twinsburg - Western Reserve

Hilliard Columbus Met. Cheshire Center - GTE
Area Pataskala - United

Plain City - GTE Rathbone - GTE Sunbury - United

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge	Lynchburg - GTE Mowrystown - GTE Sinking Spring - GTE Leesburg - GTE
Holland	Toledo Met. Area	Delta - Alitel Lost Peninsula, Mich General of Mich. N. Sylvania, Mich GTE Richfield Center-Berkey - United Swanton - United Sylvania - GTE Waterville - United
Hubbard	Hubbard Girard Lowellville Youngstown Sharon	Loweliville, Pa Pa. Beli Warren - United
Independence	Cleveland Met. Area Chesterland	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Blyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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# 4.1 Exchange Areas (Cont'd.)

OTHER TELCOS **EXCHANGE AREA** APPLICANT Chesapeake - GTE Ironton Ironton Arabia (None) Jamestown Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia Jeffersonville (None) Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon Washingtown Hse. Aurora - Western Reserve Kent Kent Hudson - Western Reserve Akron Hiram - Western Reserve Atwater Mantua Mogadore Ravenna Rootstown

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Broadview Networks, Inc. 59 Maiden Lane, 27th Floor New York, NY 10038

### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Kirtland	Kirtland	(None)
	Chesterland	
	Gates Mills	
	Hillcrest	
	Mentor	
•	Painesville	
	Тегтасе	
	Wickliffe	
	Willoughby	
Lancaster	Lancaster	Amanda - GTE
	Canal	Baltimore - GTE
	Winchester	Bremen - GTE
	Carroll	Millersport - GTE
	Rushville	Pleasantviile - GTE
	Sugar Grove	
Lectonia	Lectonia	(None)
	Lisbon	
	Columbiana	
	Salem	
	Youngstown	
Leroy	Leroy	(None)
	Cleveland	
	Mentor	
	Painesville	
	Willoughby	
Lewisville	Lewisville	(None)
	Graysville	
	Woodsfield	

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA

APPLICANT

OTHER TELCOS

Lindsey

Lindsey

(None)

Fremont

Lisbon

Lisbon Columbiana Hanoverton - GTE Winona - GTE

East Liverpool
East Palestine
Lectonia
Rogers
Salem
Salineville
Wellsville
New Waterford

Lockbourne

Columbus Met.

Area

Ashville - GTE

Cheshire Center - GTE Pataskala - United Rathbone - GTE Sunbury - United

London

London

Alton Columbus Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson Resaca - GTE

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### 4.1 Exchange Areas (Cont'd.)

OTHER TELCOS **EXCHANGE AREA** APPLICANT (None) Louisville Louisville Centon Hartville North Canton Lowellville, Pa. - Pa. Bell Lowellville Lowellville Hubbard North Lima Youngstown Mineral City - GTE Magnolia Magnolia Waynesburg Waynesburg Canton (None) Manchester Manchester Akton Canal Fulton Greensburg Mantua Mantua Aurora - Western Reserve Hiram - Western Reserve Kent Ravenna

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#### 4.1 Exchange Areas (Cont'd.)

OTHER TELCOS **EXCHANGE AREA** APPLICANT Barlow - GTE Marietta Marietta Bartlett - United Newport Beverly - GTE Beipre Dexter City - GTE New Matamoras Lowell - GTE Lower Salem - GTE Watertown - GTE Williamstown, W.Va. -C&P of W. Va. (None) Marlboro Marlboro Alliance Atwater Canton Hartville Rootstown (None) Marshall Marshall Belfast Hillsboro Rainsboro

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Martins Ferry Wheeling Zone Adena - GTE

Bridgeport Dillonvale - Mt. Pleasant - Wheeling Zone GTE

VI Tiltonsville - GTE
Wheeling Zone Wheeling Zone I - C&P of W. Va.

VIII Wheeling Zone II - C&P of W. Va.
Wheeling Zone III - C&P of W. Va.

Wheeling Zone V - C&P of W. Va.

Massillon Massillon Beach City - GTE

Canal Fulton Brewster - GTE
Canton Wilmot - GTE
Dalton

Navarre North Canton

Maumee Toledo Met. Area Grand Rapids - GTE

Lost Peninsula, Mich. General of Mich.

N. Sylvania, Mich. - GTE

Richfield Center-Berkey - United

Swanton - United Sylvania - GTE Waterville - United

Medway Medway (None)

Dayton Met. Area Donnelsville New Carlisle Springfield

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	<u>APPLICANT</u>	OTHER TELCOS
Mentor	Mentor Gates Mills Kirtland Leroy Painesville	Perry - Western Reserve
	Wickliffe Willoughby	
Miamisburg - West	Dayton Met. Area	Englewood - GTE
Carrollton	Donnelsville	Farmersville - GTE
	Enon	Germantown - Germantown
	Franklin	Gratis - GTE
	Medway	Liberty - GTE
	New Carlisle	Trotwood - GTE
	Spring Valley	
Middletown	Middletown	Germantown - Germantown
	Dayton	Gratis - GTE
	Franklin	
	Monroe	
	Trenton	
Milledgeville	Milledgeville	(None)
_	Bowersville	
	<b>Jamestown</b>	
	Jeffersonville	
	Washington Ct. Hse.	
Mingo Junction	Mingo Junction	Brilliant - GTE
•	Steubenville	
Mogadore	Mogadore	(None)
_	Akron	
	Kent	
	Uniontown	

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Monroe Monroe (None)

Middletown Trenton

Montrose Cleveland Met. Area Aurora - Western Reserve

Chesterland Bainbridge - Western Reserve

Brunswick - GTE

Columbia Sta. - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Murray City Glouster - United

Nelsonville Shawnee

Navarre Navarre Beach City - GTE
Canton Brewster - GTE

Canton Brewster - G Massillon

Nelsonville Nelsonville Athens - GTE
Murray City Logan - GTE

Shawnee New Marshfield - GTE
The Plains - GTE

New Albany Columbus Met. Area Cheshire Center - GTE

Johnstown - United Pataskala - United Sunbury - United Rathbone - GTE

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4.1	Exchange.	Areas (	(Cont'	d.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
New Carlisle	New Carlisie Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield	Tipp City - GTE Trop - GTE
Newcomerstown	Newcomerstown Gnadenhutten West Lafayette	(None)
New Holland	New Holland Bloomingburg Washington Ct. Hse.	(None)
New Lexington	New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville	Jenction City - United
New Matamoras	New Matamoras Duffy Graysville Marietta Newport	(None)
Newport	Newport Marietta New Matamoras	(None)
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# 4.1 Exchange Areas (Cont'd.).)

EXCHANGE AREA

APPLICANT

OTHER TELCOS

New Riegel

New Riegel Fostoria Bascom - Bascom Vanhe - Vanhe

Tiffin

New Waterford

New Waterford

E. Palestine, Pa. - Pa. Bell

Columbiana East Palestine Rogers Lisbon North Lima

Youngstown

**Niles** 

Niles Girard Cortland - United Warren - United

North Jackson Youngstown

North Canton

North Canton

(None)

Akron
Canal Fulton
Canton
Greensburg
Hartville
Louisville
Massillon
Uniontown

North Hampton

North Hampton (None)

Christiansburg
Donnelsville
New Carlisle
Springfield
Tremont City

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA

APPLICANT

OTHER TELCOS

North Jackson

North Jackson

Berlin Center - United

Canfield Niles

Youngstown

Warren - United

North Lima

North Lima Canfield

Loweliville, Pa. - Pa. Bell

Columbiana
Lowellville
Youngstown
New Waterford

North Royalton

Cleveland Met. Area

Aurora - Western Reserve Bainbridge - Western Reserve

Chesterland

Brunswick - GTE
Columbia Sta. - Elyria
Hinckley - Western Reserve
Northfield - Western Reserve

Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Norwich

Norwich

Philo

Zanesville

New Concord - GTE

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Olmsted Falls

Cleveland Met. Area

Aurora - Western Reserve

Chesterland

Bainbridge - Western Reserve

Brunswick - GTE Columbia Sta. - Elyria Hinckley - Western Reserve

North Exton - GTE

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Painesville Painesville Perry - Western Reserve
Kirtland Madison - Western Reserve

Leroy Montville - Western Reserve
Mentor Chardon - Western Reserve
Willoughby

Perrysburg Toledo Met. Area Lost Peninsula Mich. -

General of Mich.

North Sylvania, Mich. - GTE

Sylvania - GTE

Richfield Center-Berkey - United

Swanton - United Waterville - United

Philo Philo (None)

Norwich Roseville Zanesville

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Piqua	Piqua Fletcher - Lena	Bradford - United Covington - Alltel Troy - GTE
Pitchin	Pitchin Cedarville South Charleston Springfield Yellow Springs Clifton	(None)
Rainsboro	Rainsboro Hillsboro Marshall	Greenfield - GTE
Ravenna	Akron Atwater Ravenna Kent Mantua Rootstown	Garrettsville - GTE Wayland - United Windham - United Hiram - Western Reserve
Reynoldsburg	Columbus Met. Area	Baltimore - GTE Cheshire Center - GTE Pataskala - United Rathbone - GTE Sunbury - United
Rio Grande	Rio Grande Gallipolis Vinton Walnut	(None)

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#### 4.1 Exchange Areas (Cont'd.)

**EXCHANGE AREA** APPLICANT OTHER TELCOS Ripley Ripley Decatur - GTE Georgetown - GTE Aberdeen Russellville - GTE Higginsport - GTE East Palestine, Pa. - Pa. Bell Rogers Rogers Columbiana East Liverpool East Palestine Lisbon **New Waterford** (None) Rootstown Rootstown Atwater Kent Mariboro Ravenna Akron Roseville Roseville Crooksville - United Fultonham **New Lexington** Philo Zanesville Bremen - GTE Rushville Rushville

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Pleasantville - GTE

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Lancaster Somerset Thoraville

# 4.1' Exchange Areas (Cont'd.)

**EXCHANGE AREA** APPLICANT OTHER TELCOS St. Clairsville Bethesda Adena - GTE Wheeling Zone VII Centerville - Western Reserve Wheeling Zone VI Flushing - GTE Wheeling Zone VII Morristown - Western Reserve Wheeling Zone I - C&P of W. Va. Wheeling Zone II - C&P of W. Va. Wheeling Zone III - C&P of W. Va. Wheeling Zone V - C&P of W. Va. Salem Canfield Damascus - United East Palestine Winona - GTE Salem Columbiana Lectonia Lisbon Youngstown Salineville Salineville (None) East Liverpool Lisbon Wellsville

Sandusky

Sandusky Bloomingville Castalia Huron - GTE Milan - GTE

Sebring

Sebring Alliance Damascus - United North Benton - United North Georgetown - GTE

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

edalia Sedalia (None)

Bloomingburg
Jeffersonville
London
South Solon

Sharon Sharon Sharon, Pa. - Pa. Bell Hubbard Sharpsville, Pa. - Pa. Bell

Youngstown West Middlesex, Pa. - Pa. Bell

Warren - United

Shawnee Shawnee Logan - GTE

Corning
Murray City
Nelsonville
New Lexington

Somerset Somerset (None)

Fultonham
Glenford
New Lexington
Rushville
Thornville

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Somerton Somerton (None)

Barnesville Beallsville Bethesda Woodsfield

South Charleston South Charleston (None)

Cedarville
London
Pitchin
South Solon
South Vienna
Springfield

South Solon South Solon (None)

Cedarville
Jamestown
Jeffersonville
London
Sedafia

South Charleston

South Vienna South Vienna (None)

London

South Charleston Springfield

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#### 4.1 Exchange Areas (Cont'd.)

APPLICANT **EXCHANGE AREA** OTHER TELCOS Springfield Springfield Catawba - GTE Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs Clifton Spring Valley Spring Valley (None) Dayton Met. Area Xenia Amsterdam - GTE Steubenville Steubenville Bergholz - GTE Mingo Junction Toronto Bloomingdale - Western Reserve Brilliant - GTE Follansbee, W. Va. - C&P of W. Va. Hopedale - Western Reserve Knoxville - GTE Richmond - GTE

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Weirton, W. Va. - C&P of W. Va.

Smithfield - GTE

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### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT

Strongsville Cleveland Met. Area Aurora - Western Reserve
Chesterland Bainbridge - Western Reserve

Brunswick - GTE
Columbia Sta. - Elyria
Hinckly - Western Reserve
Northfield - Western Reserve
Richfield - Western Reserve
Russell - Western Reserve
Twinsburg - Western Reserve

OTHER TELCOS

Sugar Grove Sugar Grove (None)

Lancaster

Sugar Tree Ridge Sugar Tree Ridge Mowrystown - GTE

Belfast Danville Hillsboro Winchester

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Terrace	Cleveland Met. Area Burton Chesterland Kirtland	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Elyria Hinckiey - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve
Thornville	Thornville	Hebron - United

Glenford New Lexington Rushville Somerset Hebron - United Millersport - GTE Pleasantville - GTE Newark - Alltei

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Tiffin Tiffin Attica - GTE
New Riegel Bascom - Bascom

Bloomville - GTE

McCutchenville = Sycamore

Melmore - Sycamore
Old Fort - United
Republic - GTE
Sycamore - Sycamore

Bettsville - GTE

Toledo Met. Area Curtice-Oregon - GTE

Delta

Elmore - GTE

Erie, Mich. - General of Mich.

Genoa - GTE Grand Rapids - GTE

Haskins-Tontogany - GTE Lambertville, Mich. -

Whiteford (Mich) - Alltel, Mich. Lost Peninsula, Mich. - General of

Mich. Luckey - United Moline - United

N. Sylvania, Mich. - GTE Richfield Center-Berkey - United

Stony Ridge - United Sylvania - GTE

Temperance, Mich. - General of Mich.

Waterville - United Metamora - United Woodville - United

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Toronto Toronto Knoxville - GTE

Steubenville Wellsville

Tremont City Tremont City (None)

North Hampton Springfield

Trenton Trenton (None)
Middletown

Monroe

Trinity Cleveland Met. Area Aurora - Western Reserve
Chesterland Bainbridge - Western Reserve

nesterland Bambridge – western k Brunswick – GTE

Columbia Sta. - Alltel, Ohio

Elyria - Alltel, Ohio

Hinckley - Western Reserve

North Eaton - GTE

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Avon Lake - Century

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### 4.1 Exchange Areas (Cont'd.)

**EXCHANGE AREA** 

**APPLICANT** 

OTHER TELCOS

Uhrichsville

Uhrichsville Gnadenhutten Bowerton - GTE Freeport - GTE

New Philadelphia - GTE

Uniontown

Uniontown

(None)

Akron
Greensburg
Mogadore
Hartville
North Canton

Upper Sandusky

Upper Sandusky

Carey - GTE

Harpster - GTE

McCutchenville - Sycamore

Nevada - GTE

Sycamore - Sycamore

Wharton - GTE

Vandalia

Dayton Mct. Area

Englewood - GTE

Liberty - GTE Tipp City - GTE Trotwood - GTE

Troy - GTE

Donnelsville

Enon Medway New Carlisle Spring Valley

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#### 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA

APPLICANT

OTHER TELCOS

Victory

Cleveland Met. Area Chesterland Aurora - Western Reserve

Bainbridge - Western Reserve

Brunswick - GTE

Columbia Sta. - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Vinton

Vinton

(None)

Cheshire Gallipolis Rio Grande

Walnut

Walnut

Arabia Gallipolis Guyan Rio Grande

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4.1 Exchange Areas (Control.	4.1	Exchange Areas (Cont'	<b>d.</b> )
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EXCHANGE AREA APPLICANT OTHER TELCOS

Washington Court

Washington Court House

(None)

House

Bloomingburg Jeffersonville Milledgeville

Milledgeville New Holland

Wellsville

Wellsville

Chester, W. Va. - C&P of W. Va.

East Liverpool Lisbon Salineville Toronto

Weisterville

Columbus Met. Area

Cheshire Center - GTE
Delaware - GTE
Johnstown - United
Pataskala - United
Rathbone - GTE
Sunbury - United

West Jefferson

Columbus Met. Area

London

Cheshire Ceater - GTE
Pataskala - United
Plain City - GTE
Rathbone - GTE
Sunbury - United

West Lafayette

West Lafayette Conesville (None)

Coshocton Newcomerstown

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA	APPLICANT	OTHER TELCOS
Whitehouse .	Toledo Met, Area	Grand Rapids - GTE Lost Peninsula, Mich General of Mich. Neapolis - Alltel, Ohio North Sylvania, Mich GTE Richfield Center-Berkey - United Swanton - United Sylvania - GTE Waterville - United
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve
Willoughby	Cleveland Met. Area Chesterland Kirtland Leroy Mentor Painesville	Aurora - Western Reserve Bainbridge - Western Reserve Brunswick - GTE Columbia Sta Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Perry - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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#### 4.1 Exchange Areas (Cont'd.)

Woodsfield

**EXCHANGE AREA** APPLICANT OTHER TELCOS

Winchester Winchester Sardinia - GTE

Seaman - GTE Sugar Tree Ridge West Union - GTE

(None)

Woodsfield

Beallsville Clarington Duffy Graysville Lewisville Somerton

Cheshire Center - GTE Columbus Met. Area Worthington

> Delaware - GTE Pataskala - United Rathbone - GTE Sunbury - United

Xenia Xenia New Burlington - GTE

Jamestown

Beavercreek Port William - GTE Beilbrook Bowersville Cedarville

Spring Valley Yellow Springs - Clifton

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# 4.1 Exchange Areas (Cont'd.)

EXCHANGE AREA APPLICANT OTHER TELCOS

Yellow Springs - Clifton Yellow Springs - Clifton (None)

Cedarville
Enon
Fairborn
Pitchin
Xenia
Springfield

Youngstown Youngstown Lowellville, Pa. - Pa. Bell

Canfield Berlin Center - United
Columbiana Cortland - United
East Palestine Warren - United

Girard
Hubbard
Lectonia
Lowellville
Niles

North Jackson North Lima New Waterford

Salem Sharon

Zanesville Zanesville Adamsville - United

Philo

Dresden Frazeysburg - United Fultonham Gratiot - Newark Norwich

Roseville New Lexington

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#### 4.2 Standard Access Line Rates

Standard Access Lines are provided where facilities currently exist. New Access Lines requiring new facilities will incur additional charges.

Access	Area

Area B Min/Max Area C Min/Max

Area D Min/Max

Residential Single Line

\$1.00-\$10.00

\$1.00-\$10.00

\$1,00-\$10.00

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#### 4.2 Standard Access Line Rates (Cont'd)

Non-Recurring Charges - Residential

	Min	<u>Max</u>
Line Connection (per line) Service Change	\$20.00	\$60.00
(changes, additions per order)	\$1.00	\$10.00
Change of Telephone Number	\$10.00	\$40.00
Change of Residence	\$10.00	\$30.00
Presubscription Change		
(changes, per line)	\$ 1.00	\$10.00
Line Restoral	\$ 1.00	\$20.00
Toll Service	\$ 1.00	\$20.00

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within ten (10) days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$10.00	\$40.00
Voluntary Toll restriction Re-activation	\$10.00	\$30.00

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option \$10.00 \$40.00

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#### 4.2 Standard Access Line Rates (Cont'd)

Non-Recurring Charges - Business

•	<u>Min</u>	<u>Max</u>
Line Connection (per line)	\$50.00	\$100.00
Service Change		
(changes, additions per order)	\$1.00	\$10.00
Change of Telephone Number	\$20.00	\$60.00
Change of Residence	\$20.00	\$60.00
Presubscription Change		
(changes, per line)	\$ 1.00	\$10.00
Line Restoral	\$10.00	\$40.00
Toll Service	\$10.00	\$40.00

Applies for line or toll service restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

Temporary Suspension	\$20.00	\$50.00
Voluntary Toll restriction Re-activation	\$20.00	\$60.00

Applies for Line or Toll restoral after Customer-initiated suspension.

Reactivation of 900 Blocking Option \$50.00 \$150.00

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# 4.3 Local Calling Rates

### 4.3.1 Residential

# Basic Flat Rate Service

The company's Basic Flat Rate Service offering is a usage package that includes unlimited local use.

Basic Flat Rate Service Monthly Rate: <u>Min</u> \$10.00 Max \$40.00

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#### 4.3 Local Calling Rates (Confd)

#### 4.3.2 Residential

#### **Broadview No Limits**

The following product bundles are made available to Residential consumers in all exchanges in Ohio. No Limits is a flat rate local service available on existing access lines. Establishment of a new access line is subject to additional charges.

No Limits-Basic Min
Monthly Rate: \$20.00

- Standard Access Line
- Unlimited local calling
- 300 minutes/month/line of MTS IntraLATA toll; additional minutes at 5 cents/minute.

Max

\$50.00

- 10.9 cents/minute in-state, 7 cents/minute state-to-state long distance calls.
- Unlimited Internet access and usage
- 10% discount on all optional calling features

No Limits-Plus Min Max Monthly Rate: \$30.00 \$75.00

- Standard Access Line
- Unlimited local calling
- 300 minutes/month/line of MTS IntraLATA toll; additional minutes at 5 cents/minute.
- 300 minutes/month/line of combined long distance (in-state and state-to-state calls); thereafter, 10.9 cents/minute in-state, 7 cents/minute state-to-state long distance calls.
- Unlimited Internet access and usage
- 10% discount on all optional calling features

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#### 4.3 Local Calling Rates (Cont'd)

#### 4.3.3 Business

#### 25% Off Plan

The plan offers business Customers the following discounts:

- 25% off monthly recurring line charges
- 10% off the recurring features charges, and local and toll usage charges
- 7 cents per minute for all interstate long distance calls
- 8.9 cents per minute for all intrastate long distance calls

Customers must sign a 1 year term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer.

### Business Bonanza

The plan offers business Customers with 20 or more lines the following discounts:

- 25% off monthly recurring line charges
- 25% off local and toil usage charges
- 10% off the recurring features charges
- 5 cents per minute for all interstate long distance calls
- 7 cents per minute for all intrastate long distance calls

Customers must sign a 1 year term commitment and must take the complete Broadview Networks bundle of local, toll and long distance to qualify for this offer.

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### 4.3 Local Calling Rates

#### 4.3.4 Local Measured Rates

Min/Max	Min/Max	
Initial minute or	Add'I minute or	
fraction thereof	fraction thereof	
\$0.01 - \$0.07	\$0.004 - \$0.01	
\$0.01 - \$0.07	\$0.004 - \$0.01	
\$0.01 - \$0.07	\$0.004 - \$0.01	
	Initial minute or fraction thereof  \$0.01 - \$0.07  \$0.01 - \$0.07	

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#### 4.4 Message Toll Service

# Residential

Day Rates	Initial minute	Each add'l minute
Mileage 1-10 11-22 23-55 56-124 125 +	Min/max \$0.1 - \$0.4 \$0.1 - \$0.4 \$0.1 - \$0.4 \$0.1 - \$0.4	Min/max \$0.1 - \$0.4 \$0.1 - \$0.4 \$0.1 - \$0.4 \$0.1 - \$0.4 \$0.1 - \$0.4
Evening Rates	Initial minute	Each add¹l minute
Mileage 1-10 11-22 23-55 56-124 125 +	Min/max \$0.07- \$0.3 \$0.07- \$0.3 \$0.07- \$0.3 \$0.07- \$0.3	Min/max \$0.07- \$0.3 \$0.07- \$0.3 \$0.07- \$0.3 \$0.07- \$0.3
Night/Weekend Rates	Initial minute	Each add'l minute
Mileage 1-10 11-22 23-55 56-124 125 +	Min/max \$0.06- \$0.2 \$0.06- \$0.2 \$0.06- \$0.2 \$0.06- \$0.2 \$0.06- \$0.2	Min/max \$0.06- \$0.2 \$0.06- \$0.2 \$0.06- \$0.2 \$0.06- \$0.2

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### 4.4 Message Toll Service (Cont'd)

#### **Business**

Day	Ra	tes
-----	----	-----

Day R	<u>ates</u>	<u>Initial minute</u>	Each add'l minute
	Mileage	Min/max	Min/max
	1–10	\$0.1 - \$0.4	\$0.1 - \$0.4
	11-22	<b>\$0.1 - \$0.4</b>	\$0.1 - \$0.4
	23-55	<b>\$0.1 - \$0.4</b>	\$0.1 - \$0.4
	56-124	<b>\$0.1 - \$0.4</b>	\$0.1 - \$0.4
	125 +	<b>\$0.1 - \$0.4</b>	<b>\$0.1 - \$0.4</b>
Evenir	eg Rates	Initial minute	Each add'l minute
	Mileage	Min/max	Min/max
	1-10	\$0.07- \$0.3	\$0.07-\$0.3
	11-22	<b>\$0.07- \$0.3</b>	\$0.07- \$0.3
	23-55	\$0.07- \$0.3	\$0.07- \$0.3
	56-124	\$0.07- \$0.3	\$0.07- \$0.3
	125 +	\$0.07- \$0.3	\$0.07- \$0.3
Night/	Weekend Rates	Initial minute	Each add'l minute
	Mileage	Min/max	Min/max
	1-10	\$0.06- \$0.2	\$0.06-\$0.2
	11-22	\$0.06- \$0.2	\$0.06- \$0.2
	23-55	\$0.06- \$0.2	\$0.06- \$0.2
	56-124	\$0.06- \$0.2	\$0.06- \$0.2
	125 +	\$0.06- \$0.2	\$0.06- \$0.2

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## SECTION 4 - <u>DESCRIPTION OF RATES AND CHARGES</u> (CONT'D)

## 4.5 <u>Directory Assistance</u>

A customer may obtain Directory Assistance in determining telephone numbers within their local calling area by calling the DA operator at the following rate:

Local	Directory	Assistance
-------	-----------	------------

	<u>Minimum</u>	<u>Maximum</u>
Residential	<b>\$0.15</b>	\$2.00 (I)
Business	<b>\$0.20</b>	\$2.00 (I)

#### National Directory Assistance

	<u>Minimum</u>	<u>Maximum</u>
Residential	\$0.40	\$2.00
Business	<b>\$0</b> .40	\$2.00

### 4.6 <u>Directory Listings</u>

#### **Additional Listing**

_	<u>Minimum</u>	<u>Maximum</u>
Residential	\$0.25/month	\$3.00/month (I)
Business	\$0.50/month	\$5.00/month

#### Non-Published Listing

	<u>Minimum</u>	<u>Maximum</u>
Residential	\$0.75/month	\$3.00/month
Business	\$0.75/month	\$3.00/month

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Steve Bogdan

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## SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

### 4.8 <u>Operator Services Rates</u>

The following surcharges will be assessed on a per call basis.

	<u>Minimum</u>	<u>Maximum</u>
Collect Calling	<b>\$</b> 0.75	\$3.00
Person to Person	\$1.50	\$6.00
Operator Station to Station	\$0.75	\$3.00
Mechanized Station to Station	\$0.75	\$3.00
Busy Line Verification and Interrupt Serv	rice Rates	
	Minimum	Maximum

	Minimum	TASTIVITIES
Busy Line Verification, per attempt:	\$0.25	\$6.00 (I)
Busy Line Verification with Interrupt, per attempt:	\$0.50	\$6.00 (I)

#### 4.10 Maintenance Visits

4.9

Normal Business Hours (M – F 8am to 5pm)	<u>Minimum</u>	<u>Maximum</u>
Per visit	\$25.00	\$100.00
Per hour	\$50.00	\$200.00
Outside Normal Business Hours		

	<u>Minimum</u>	<u>Maximum</u>
Per visit	\$30.00	\$150.00
Per hour	\$75.00	\$300.00

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## SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

# 4.11 Optional Calling Features Rates - Residential

	<u>Minimum</u>	Maximum
Non-Recurring Charges		·
Per Change/Add Order	\$1.00	\$10.00
Monthly Charges	Minimum	Maximum
Call Block	\$1.00	\$10.00
Call Forwarding - Variable	\$1.00	\$10.00
Call Waiting	\$1.00	\$10.00
Distinctive Ring		
ist Number	\$1.00	\$10.00
2nd Number	\$1.00	\$10.00
Priority Call	\$1.00	\$10.00
Call Return - Unlimited	\$1.00	\$10.00
Call Return - Per use	\$0.50	\$2.00
Repeat Dial - Unlimited	\$1.00	\$10.00
Repeat Dial - Per use	\$0.50	\$2.00
Speed Dial		
8	\$1.00	\$10.00
30	\$1.00	\$10.00
Select Forward	\$1.00	\$10.00
3-Way Calling	\$1.00	\$10.00
0 NP	\$1.00	P10.00
Call Forwarding-Busy Line	\$1.00	\$10.00 \$10.00
Call Forwarding-No Answer		
Call Forwarding Busy Line/No Answer	\$1.00	\$10.00
Caller ID	\$1.00	\$10.00
Caller ID with Name	\$1.00	\$10.00
Call Manager Caller ID w/name, Call Wait & Call Forward BL/DA The Big Deal	\$5.00	\$15.00
Unlimited Calling Features	<b>\$19.990</b>	N/A

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## SECTION 4 - DESCRIPTION OF RATES AND CHARGES (CONT'D)

# 4.12 Optional Calling Features Rates - Business

Non-Recurring Charges	<u>Minimum</u>	Maximum
Per Change/Add Order	\$5.00	\$20.00
Monthly Charges	Residence	Business
Call Block	\$1.00	\$10.00
Call Forwarding - Variable	\$1.00	\$10.00
Call Waiting	\$1.00	\$10.00
Distinctive Ring		
1st Number	\$1.00	\$10.00
2 <sup>nd</sup> Number	\$1.00	\$10.00
Priority Call	\$1.00	\$10.00
Call Return - Unlimited	\$1.00	\$10.00
Call Return - Per use	\$0.50	\$2.00
Repeat Dial - Unlimited	\$1.00	\$10.00
Repeat Dial - Per use	\$0.50	\$2.00
Speed Dial		
8	\$1.00	\$10.00
30	\$1.00	\$10.00
Select Forward	\$1,00	\$10.00
3-Way Calling	\$1.00	\$10.00
Call Forwarding-Busy Line	\$1.00	\$10.00
Call Forwarding-No Answer	\$1.00	\$10.00
Call Forwarding Busy Line/No Answer	\$1.00	\$10.00
Caller ID	\$1.00	\$10.00
Caller ID with Name	\$1.00	\$10.00
Call Manager		

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#### SECTION 5 - MISCELLANIOUS SERVICES

# 5.1 IntraLATA Presubscription

#### 5.1.1 General

InterLATA Presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis. IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

#### IntraLATA Presubscription Options

- Option A: The Customer may select the Company as the presubscribed carrier for intral\_ATA toll calls subject to presubscription.
- 2. Option B: The Customer may select her/his interLATA toll carrier for IntraLATA toll calls subject to presubscription.
- Option C: The Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.
- 4. Option D: The Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

#### Rules and Regulations

- 1. The Customer will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- 2. The Customer of record or new Customers may select either Options A, B, C, or D for intraLATA Presubscription.

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## 5.1 <u>Intral.ATA Presubscription (Cont.d)</u>

#### 5.1.1 General (Cont'd)

Rules and Regulations (Cont'd)

 The Customer may change their selected Option and/or their presubscribed intraLATA toll carrier at any tie subject to charges specified in this tariff.

#### 5.1.2 IntraLATA Presubscription Procedures

- 1. New Customers will be asked to select an intraLATA toll carrier(s) at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new Customer's initial request for intraLATA toll service presubscription shall be provided free of charge.
- 2. If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given ninety (90) calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge, until the Customer informs the Company of his/her choice for intraLATA Toll carrier, the Customer will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. The Customer who informs the company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.
- 3. Customers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in Paragraph 2.12.5 below. If a Customer of record inquires of the Company of the carriers available for intraLATA toli presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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### 5.1 <u>IntraLATA Presubscription (Cont'd)</u>

## 5.1.3 <u>IntraLATA Presubscription Charges</u>

A. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier and as detailed in 2.12.4 above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in 12.5. B will apply.

- B. Nonrecurring Charges
  - (1) IntraLATA Presubscription Change Charge: Residence and Business

Per business or residence line, truck or port

- Initial line, or trunk, or port

**\$0.01 - \$5.50 (1)** 

--Additional line, trunk, or port

\$0.01 - \$5.50 (I)

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## 5.2 Universal Emergency Number Service - 911

#### 5.2.1 Description

Note: As used in this section, the term "Customer" refers to the governmental entity (county or municipality) which provides 911 service to its residents.

Universal Emergency Number Service/911 Telecommunications Service (911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to originated by persons within the telephone central office areas arranged for 911 calling.

When requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" for the use of Public Safety Answering Points (PSAPs) engaged in assisting local government in the protection and safety of the general public. Use of the 911 number will provide each caller with the telephone access to the appropriate local PSAP.

The 911 customer may a municipality or other State or local government unit, or an authorized agency of one or more municipalities or other State or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire, or other emergency services within the Central Office areas arranged for 911 calling. 911 service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a PSAP which is prepared to receive those calls. Each features which may or may not be available with other 911 service classifications.

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### 5.2 Universal Emergency Number Service - 911 (Cont'd)

#### 5.2.2 Terms and Conditions

The service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Single PSAP may subscriber to only one 911 service classification within any single government agency's locality.

911 service is furnished to the Customer only for the purpose of receiving reports and emergencies from the public. It is not intended a total replacement for the telephone service of various public safety agencies which participate in the use of this service. The public safety agencies must subscribe to other exchange telephone services provided under this tariff for non-emergency telephone communications.

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# 5.2 Universal Emergency Number Service - 911 (Cont'd)

#### 5.2.2 Terms and Conditions (Cont'd)

911 service is classified as business exchange and is arranged for one way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.

Temporary suspension of service is not provided for any part of 911 service (premise equipment included)

911 service lines are provided solely for the benefit of the customer operating the PSAP. The provision of 911 service by the company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer.

The company serving areas and political subdivision boundaries may not coincide however, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local serving area whether or not the calling telephone is situated on property within the geographic boundaries of the customer's public safety jurisdiction.

The application for 911 service must be executed in writing by each customer. If application for services is made by an agent, the company must be provided in writing, satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

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## 5.2 Universal Emergency Number Service - 911 (Cont'd)

## 5.2.3 Customer must furnish to the Company the following:

- (1) Applicants for this service must provide an adequate number of trained personnel to receive and dispatch calls to meet public demand. All 911 calls must be answered on a 24-hour day, seven-day week basis.
- (2) The Customer accepts responsibility for dispatching the appropriate emergency service vehicles within the 911 service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available. A PSAP must be prepared to receive all 911 calls and to dispatch, or to have others dispatch, police, fire, ambulance, or other emergency services as are reasonably available and required.

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- 5.2 Universal Emergency Number Service 911 (Cont'd)
  - 5.2.3 Customer must furnish to the Company the following: (Cont'd)
    - (3) The Customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
    - (4) The Customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving non-911 calls.
    - (5) The Customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company to be installed. Applicants for 911 service must subscribe to adequate facilities to provide satisfactory service to the public. Minimum truck requirements for each central office designation served, must be met as prescribed by applicable State Codes, Rules, and Legislation.

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## 5.2 <u>Universal Emergency Number Service - 911 (Cont'd)</u>

## 5.2.3 Customer must furnish to the Company the following: (Conf'd)

- (6) The Customer will make provisions for receiving emergency calls from Telecommunications Devices for the Deaf (TDD) users.
- (7) The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities when available to enable the customer's personnel to respond to such calls on the Customer's premises.
- (8) The 911 calling party by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies and service providers to respond to emergency calls for assistance.

Database inquires for 911 information consisting of name, address, telephone number, and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the company or applicable State Codes, Rules or Legislation.

911 information consisting of the names, addresses, telephone numbers, and other calling party information when available, of the telephone Customers whose listings are not published in directories or listed in directory assistance offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls and is not to be used for disclosed by the Customer, its agents or employees for any other purpose not authorized by law.

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## 5.2 Universal Emergency Number Service - 911 (Cont'd)

#### 5.2.3 Customer must furnish to the Company the following: (Cont'd)

(8) (Cont'd)

The 911 calling party forfeits the privacy afforded by Private and Semi-Private Listing Service to the extent that the name, telephone number, address and other calling party information, when available, associated with the originating station location are furnished to the PSAP.

Terminal equipment used in connection with 911 Service, whether such equipment is provided by the Company or the Customer, shall be configured so that it is unable to extract any information from the 911 Database; other than information related to the number identified through the Automatic Number Identification (ANI) feature as the source of an in-progress 911 call. Manual access to the 911 Database may be provided upon written request as prescribed by the Company and subject to State and Federal laws and regulations.

ANI will not be displayed on calls placed over four-party or raral lines. Central Office Identification is provided in lieu of the telephone number and address.

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in Case No

## 5.2 Universal Emergency Number Service - 911 (Cont'd)

#### 5.2.3 Customer must furnish to the Company the following: (Cont'd)

(9) The Company's intent will be to provide at least the same level of service reliability and quality as the telephone service being provided in the exchanges where 911 is offered.

Intercept service for the seven digit emergency numbers replaced by 911 will be provided, upon request, for a period negotiated by the Customer, until the next Customer directory issuance, or up to one year, whichever period is longest.

The installation of initial or subsequent 911 exchange lines to maintain applicable company service standards will be provided by the company, subject to the terms and agreements of the 911 Service Agreement when applicable.

Customer premise equipment used in providing 911 Service and features may be Company of Customer-provided.

The receipt of any contract or amendment to a contract established under this tariff shall not constitute approval of all terms and provisions herein. The commission retains jurisdiction to investigate on its own motion or upon complaint any contractual term or provision under which the tariffed service is offered, and to take any necessary action pursuant to such investigation, including issue orders.

The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by law.

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- 5.2 Universal Emergency Number Service 911 (Cont'd)
  - 5.2.3 Customer must furnish to the Company the following: (Cont'd)
    - (10) The Customer and participating governmental units and agencies each agree to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, other than the Company's sole negligence, arising out of the Customer's use of 911 service whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others; and the customer and participating governmental units and agencies agree to purchase and maintain adequate insurance against such liability.

The 911 service specified in this tariff are available for the use of the state and political subdivisions in providing universal number service pursuant to law.

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## 5.3 <u>Lifeline Assistance</u>

#### A. General

Lifeline Assistance is a federal support program that provides eligible customers with the following benefits:

- A waiver of the Federal Subscriber Line Charge.
- A reduction of \$1.75 off the customer's monthly basic local service charges.
- Free toll limitation services (e.g., toll blocking, toll control), upon customer's request.
- A waiver of the Telephone Company's service deposit requirement, if the customer elects to receive toll blocking.

#### B. Regulations

- 1. Lifeline Assistance is available to residential customers who are currently participating in one of the following assistance programs:
  - a. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid);
  - b. Food stamps;
  - Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - d. Federal public housing assistance, or Section 8; or
  - e. Low Income Home Energy Assistance Program (LIHEAP).
- Participants in Lifetine Assistance shall not be disconnected from local service
  for nonpayment of toll charges. In addition, the Company will not deny reestablishment of local service to customers who are eligible for Lifetine
  Assistance and have previously been disconnected for nonpayment of toll
  charges.

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### 5.3 Lifeline Assistance (Cont'd)

- B. Regulations (Cont'd)
  - 3. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.
  - 4. The Telephone Company shall require, as proof of eligibility for Lifeline Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 5.B.1., above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs. If a customer is simultaneously applying for both Lifeline and Link Up, such customer may utilize the same document to verify eligibility for both programs.
  - 5. At no time shall a customer's Lifeline rate go below zero.
  - Lifeline customers are not restricted on the optional services to which they may subscribe.

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