



April 30, 2013
Via Web Filing

Ms. Betty McCauley, Commission Secretary
Ohio Public Utilities Commission
180 East Broad Street
Columbus, OH 43215

RE: Broadvox-CLEC, LLC
PUCO Tariff No. 4 - Access Tariff Revision
Case No. 13-1099-TP-ATA and 10-2387-TP-COI; TRF Docket No. 90-9368-TP-TRF

Dear Ms. McCauley:

Attached for filing please find the above-referenced tariff filing and application submitted on behalf of Broadvox-CLEC, LLC. This filing is submitted in compliance with the second phase of the FCC 2011 Report and Order in WC Docket No. 07-135, et al, In the Matter of Establishing Just and Reasonable Rates for Local Exchange Carriers and Ohio Case No. 10-2387-TP-COI. The filing reduces access rates to mirror the rates listed in the Company's interstate access tariff and makes various textual changes. The Company respectfully requests an effective date for this filing of July 1, 2013.

The following tariff pages are included with this filing:

1 st Revised Page 1	Updates Check Sheet
1 st Revised Pages 15-16	Updates Terms and Conditions section
1 st Revised Page 27	Updates Disputed Charges section
1 st Revised Page 31	Adds language to Cancellation by Customer section
1 st Revised Page 37	Adds language to Customer-Provided Equipment section
1 st Revised Page 71	Reduces Tandem Switching and Tandem Switched Transport-Facility rates
1 st Revised Page 72	Reduces Common Transport Multiplexing rate
1 st Revised Page 76	Corrects a textual error

Any questions you may have regarding this filing should be directed to my attention at 407-740-3006 or via email to croesel@tmnc.com. Thank you for your assistance in this matter.

Sincerely,

Carey Roesel
Consultant to Broadvox-CLEC, LLC

cc: Tracy Taylor - Broadvox
file: Broadvox - OH Access
tms: OHa1301
Enclosures
CR/gs

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of
Broadvox-CLEC, LLC
to Provide Local Exchange Services in Ohio

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)
)

TRF Docket No. 90-9368-TP-TRF

Case No. **13 - 1099 -TP-ATA**

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Broadvox-CLEC, LLC

DBA(s) of Registrant(s)

Address of Registrant(s) 75 Erieview Plaza, Suite 400, Cleveland, OH 44114

Company Web Address www.broadvox.com

Regulatory Contact Person(s) Tracy Taylor

Phone 216-373-4814

Fax 216-373-4824

Regulatory Contact Person's Email Address ttaylor@broadvox.com

Contact Person for Annual Report Tracy Taylor

Phone 216-373-4814

Address (if different from above) _____

Consumer Contact Information Tracy Taylor

Phone 216-373-4814

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	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).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input checked="" type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain) _____			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input checked="" type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

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

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Broadvox-CLEC, LLC, and am authorized to make this statement on its behalf.

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 30, 2013 at Maitland, FL 32751



*Carey Roesel
Consultant to Broadvox-CLEC, LLC


April 30, 2013

Date

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

VERIFICATION

I, Carey Roesel, verify that I have utilized the Telecommunications Filing Form for most 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.



*Carey Roesel
Consultant to Broadvox-CLEC, LLC

April 30, 2013

Date

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

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

**Public Utilities Commission of 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

Broadvox-CLEC, LLC

EXHIBIT A

Superseded Tariff Sheets

ACCESS SERVICES TARIFF

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original	*	31	Original	*	62	Original	*
1	Original	*	32	Original	*	63	Original	*
2	Original	*	33	Original	*	64	Original	*
3	Original	*	34	Original	*	65	Original	*
4	Original	*	35	Original	*	66	Original	*
5	Original	*	36	Original	*	67	Original	*
6	Original	*	37	Original	*	68	Original	*
7	Original	*	38	Original	*	69	Original	*
8	Original	*	39	Original	*	70	Original	*
9	Original	*	40	Original	*	71	Original	*
10	Original	*	41	Original	*	72	Original	*
11	Original	*	42	Original	*	73	Original	*
12	Original	*	43	Original	*	74	Original	*
13	Original	*	44	Original	*	75	Original	*
14	Original	*	45	Original	*	76	Original	*
15	Original	*	46	Original	*	77	Original	*
16	Original	*	47	Original	*	78	Original	*
17	Original	*	48	Original	*	79	Original	*
18	Original	*	49	Original	*	80	Original	*
19	Original	*	50	Original	*	81	Original	*
20	Original	*	51	Original	*			
21	Original	*	52	Original	*			
22	Original	*	53	Original	*			
23	Original	*	54	Original	*			
24	Original	*	55	Original	*			
25	Original	*	56	Original	*			
26	Original	*	57	Original	*			
27	Original	*	58	Original	*			
28	Original	*	59	Original	*			
29	Original	*	60	Original	*			
30	Original	*	61	Original	*			

* - indicates those pages included with this filing

Issued: July 9, 2012

Issued by:
Kyle V. Bertrand
Vice President of Network Operations

Effective: August 9, 2012

Case No.:

ACCESS SERVICES TARIFF

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

2.5 Terms and Conditions

- 2.5.1** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2** At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3** In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.5.4** The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard to its laws and regulations concerning conflict of laws.
- 2.5.5** Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

Issued: July 9, 2012

Issued by:
Kyle V. Bertrand
Vice President of Network Operations

Effective: August 9, 2012

Case No.:

ACCESS SERVICES TARIFF

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

2.6 Ownership of Facilities

- 2.6.1** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- 2.6.2** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within fourteen (14) days following the request in original condition, reasonable wear and tear expected.

Issued: July 9, 2012

Issued by:
Kyle V. Bertrand
Vice President of Network Operations

Effective: August 9, 2012

Case No.:

ACCESS SERVICES TARIFF

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

2.10 Billing and Payment for Service (Cont'd.)

2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefore. All claims must be submitted to the Company within ninety (90) days of the invoice date of the bill for the disputed services. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff.
- B. Customer shall pay any undisputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for undisputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth herein.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this tariff, including refusal to pay for services originating from or terminating to any End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.
- F. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Oh 43215-3793
(614) 466-3292

Issued: July 9, 2012

Issued by:
Kyle V. Bertrand
Vice President of Network Operations

Effective: August 9, 2012

Case No.:

ACCESS SERVICES TARIFF

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

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of an applicable term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term.
- B. In the event Customer fails to pay the termination liability charges set forth in subsection A. herein within thirty (30) days of invoice from the Company, said charges shall accrue interest at the rate set forth in Section 2.10.3(E).

Issued: July 9, 2012

Issued by:
Kyle V. Bertrand
Vice President of Network Operations

Effective: August 9, 2012

Case No.:

ACCESS SERVICES TARIFF

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

2.18 Customer-Provided Equipment

- 2.18.1** The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.18.2** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- 2.18.3** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.
- 2.18.4** Upon suitable 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 under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.18.5** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, without further notice, terminate the existing service of the Customer.
- 2.18.6** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required and no liability to Customer.

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Issued by:
Kyle V. Bertrand
Vice President of Network Operations

Effective: August 9, 2012

Case No.:

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.11 Other Access Service Rates and Charges

3.11.1 AT&T (former Ameritech) Areas

A. Dedicated Multiplexing		<u>Monthly</u>
	Standard	\$515.00
	MSAs w/Phase II Pricing Flexibility	\$943.80
B. Dedicated Trunk Port		
	Per DS1	\$118.09
C. Dedicated Tandem Trunk Port		
	Per DS1	\$62.36
D. Tandem Switching		
	Per minute of use	\$0.0011160
E. Tandem Switched Transport - Termination		
	Per minute of use	\$0.0001030
F. Tandem Switched Transport – Facility		
	Per minute of use per mile	\$0.0000140

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Case No.:

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.11 Other Access Service Rates and Charges

3.11.1 AT&T (former Ameritech) Areas (Cont'd)

G. Common Transport Multiplexing (DS3/DS1)

Per minute of use \$0.0000170

H. Common Trunk Port

Per minute of use \$0.0003710

I. Local Switching

Per minute of use \$0.0031160

J. Carrier Common Line

Per minute of use \$0.0000000

K. Interconnection Charge

Per minute of use \$0.0000000

L. Database Charges

LNP Query - per query \$0.0020020

800 Access - Per Query
Number Delivery \$0.0023040

Optional Functions (rate applies in
addition to number delivery charge)

800 Routing Options \$0.0001990

POTS Translation \$0.0000000

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ACCESS SERVICES TARIFF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D.)

5.1 Billing Name and Address (Cont'd.)

5.1.2 (Cont'd.)

E. Manual Request

1. At the customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the Customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the Customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the Customer and the Company.

F. Mechanized Request

1. At the Customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The Customer will submit its requests through proper CARE procedures, as revised or amended.

Broadvox-CLEC, LLC

EXHIBIT B

Proposed Tariff Sheets

ACCESS SERVICES TARIFF

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>
Title	Original		31	1 st Revised	*	62	Original
1	1 st Revised	*	32	Original		63	Original
2	Original		33	Original		64	Original
3	Original		34	Original		65	Original
4	Original		35	Original		66	Original
5	Original		36	Original		67	Original
6	Original		37	1 st Revised	*	68	Original
7	Original		38	Original		69	Original
8	Original		39	Original		70	Original
9	Original		40	Original		71	1 st Revised *
10	Original		41	Original		72	1 st Revised *
11	Original		42	Original		73	Original
12	Original		43	Original		74	Original
13	Original		44	Original		75	Original
14	Original		45	Original		76	1 st Revised *
15	1 st Revised	*	46	Original		77	Original
16	1 st Revised	*	47	Original		78	Original
17	Original		48	Original		79	Original
18	Original		49	Original		80	Original
19	Original		50	Original		81	Original
20	Original		51	Original			
21	Original		52	Original			
22	Original		53	Original			
23	Original		54	Original			
24	Original		55	Original			
25	Original		56	Original			
26	Original		57	Original			
27	1 st Revised	*	58	Original			
28	Original		59	Original			
29	Original		60	Original			
30	Original		61	Original			

* - indicates those pages included with this filing

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ACCESS SERVICES TARIFF

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

2.5 Terms and Conditions

- 2.5.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2 At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3 In the event an action is brought or an attorney is retained by Company to enforce the terms the tariffs of the Company or to collect any moneys due thereunder, Company will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith.
- 2.5.4 Customer hereby agrees that any and all disputes or actions filed by Customer against Company shall be brought by Customer in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. There shall be no right or authority for any disputes or actions to be filed on a class action basis or in a purported representative capacity on behalf of other parties similarly situated, and Customer hereby expressly, knowingly, irrevocably, voluntarily, unequivocally and intentionally waives any such right to file same.
- 2.5.5 If at any time there is a dispute between the parties regarding this tariff and performance hereunder, the parties agree that they will within ten (10) days following written notice by either party ("Meeting Notice"), engage in face-to-face negotiations in Cleveland, Ohio, or by teleconference, in an attempt to resolve the dispute ("Dispute Meeting"). The parties shall send senior executives with full and complete knowledge and settlement authority ("Settlement Representatives") to the Dispute Meeting. In the event that the Dispute Meeting does not result in a final, binding resolution of the dispute within five (5) days of such Dispute Meeting, the parties may, within five (5) days following notice by either party ("Mediation Notice"), choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. Mediation shall take place in Cleveland, Ohio within thirty (30) days of the Mediation Notice, shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall send Settlement Representatives to the mediation and shall participate in good faith and in accordance with the recommendations of the mediator, and shall follow the procedures for mediation as suggested by the mediator and agreed upon by the parties. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. If the parties are unable to resolve the dispute in good faith by the conclusion of the mediation, which may be extended by agreement of the parties, then the dispute shall be finally determined by a court of law.

(T)

(T)

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

2.5 Terms and Conditions (Cont'd.)

- 2.5.6** If any part or provision of this tariff is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this tariff. No waiver by either party to any provisions of this tariff shall be binding unless made in writing.

(N)
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(N)

2.6 Ownership of Facilities

- 2.6.1** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- 2.6.2** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within fourteen (14) days following the request in original condition, reasonable wear and tear expected.

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

2.10 Billing and Payment for Service (Cont'd.)

2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefore. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. Customer waives the right to dispute any charges not disputed within such sixty (60) day period. The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff. (C)
|
(C)
- B. Customer shall pay any undisputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for undisputed invoices or portions thereof is a sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth herein.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this tariff, including refusal to pay for services originating from or terminating to any End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.
- F. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Oh 43215-3793
(614) 466-3292

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ACCESS SERVICES TARIFF

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

2.13 Cancellation by Customer

2.13.1 General

- A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later. This subsection A. shall not apply to Customers who have committed to a minimum term greater than thirty (30) days. (N)
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. (N)

2.13.2 Cancellation of Contract Services

- A. If a Customer cancels a service order or terminates services before the completion of an applicable term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
- (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term.
- B. In the event Customer fails to pay the termination liability charges set forth in subsection A. herein within thirty (30) days of invoice from the Company, said charges shall accrue interest at the rate set forth in Section 2.10.3(E).

ACCESS SERVICES TARIFF

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

2.18 Customer-Provided Equipment

2.18.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.18.2 Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

2.18.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense. Customer agrees to indemnify, defend and hold Company harmless from any and all claims to the extent they arise from Customer's violation of this Section 2.18.3.

(N)
(N)

2.18.4 Upon suitable 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 under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.18.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, without further notice, terminate the existing service of the Customer.

2.18.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required and no liability to Customer.

ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.11 Other Access Service Rates and Charges

3.11.1 AT&T (former Ameritech) Areas

A. Dedicated Multiplexing		<u>Monthly</u>
	Standard	\$515.00
	MSAs w/Phase II Pricing Flexibility	\$943.80
B. Dedicated Trunk Port		
	Per DS1	\$118.09
C. Dedicated Tandem Trunk Port		
	Per DS1	\$62.36
D. Tandem Switching		
	Per minute of use	\$0.001084 (R)
E. Tandem Switched Transport - Termination		
	Per minute of use	\$0.0001030
F. Tandem Switched Transport – Facility		
	Per minute of use per mile	\$0.000013 (R)

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ACCESS SERVICES TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)

3.11 Other Access Service Rates and Charges

3.11.1 AT&T (former Ameritech) Areas (Cont'd)

G. Common Transport Multiplexing (DS3/DS1)

Per minute of use \$0.000015 (R)

H. Common Trunk Port

Per minute of use \$0.0003710

I. Local Switching

Per minute of use \$0.0031160

J. Carrier Common Line

Per minute of use \$0.0000000

K. Interconnection Charge

Per minute of use \$0.0000000

L. Database Charges

LNP Query - per query \$0.0020020

800 Access - Per Query
Number Delivery \$0.0023040

Optional Functions (rate applies in
addition to number delivery charge)

800 Routing Options \$0.0001990

POTS Translation \$0.0000000

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ACCESS SERVICES TARIFF

SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES (CONT'D.)

5.1 Billing Name and Address (Cont'd.)

5.1.2 (Cont'd.)

E. Manual Request

1. At the Customer's option, the Company will provide BNA via manual request procedures. (Z)
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the Customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the Customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the Customer and the Company.

F. Mechanized Request

1. At the Customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The Customer will submit its requests through proper CARE procedures, as revised or amended.

Broadvox-CLEC, LLC

EXHIBIT C

Description of Tariff Change

This filing makes the required rate revisions in compliance with the FCC's November 2011, Order.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/30/2013 3:43:10 PM

in

Case No(s). 10-2387-TP-COI, 13-1099-TP-ATA

Summary: Tariff Access tariff revision to comply with FCC ICC/USF Reform Order
electronically filed by Mrs. Grace D Stanley on behalf of Broadvox-CLEC, LLC