08-418-TP.ATA 90-6061.CT-TRF

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RECEIVED-DOCKETING

April 1, 2008

### Via Overnight Courier

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

Re:	Mandatory Detariffing Filing of
	Broadview NP Acquisition Corp.
	Pursuant to Opinion and Order in Case No. 06-1345-TP-ORD

Dear Sir or Madam:

Enclosed herewith, on behalf of Broadview Networks, Inc. ("Broadview NP"), are and original and ten (10) copies of Broadview NP's Mandatory Detariffing Filing in connection with Case No. 06-1345-TP-ORD.

Through these materials, Broadview NP has removed from its existing P.U.C.O. Tariff No. 1 all materials relating to services which have been detariffed by the PUCO, retaining only such information as is necessary to provide information concerning services which have not been detariffed, and to continue to provide consumer protection information.

> 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 pusiness. Technician \_\_\_\_\_\_ Date Processed \_\_\_\_\_\_08

DOCKETING DIVISION April 1, 2008 Page Two

To the extent there are any questions concerning these materials, please contact the undersigned.

Respectfully submitted,

Catherie M. Hannan

Catherine M. Hannan

Regulatory Counsel for Broadview NP Acquisition Corp.

Enclosures cc: Ms. Marianne Townsend (via electronic mail)

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for DETARIFFING AND RELATED ACTIONS

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

In the Matter of the Application of Broadview NP ) Acquisition Corp. d/b/a Broadview Net Plus ) to Detariff Certain Tier 2 Services and make other changes ) related to the Implementation of Case No. 06-1345-TP-ORD ) Name of Registrant(s) Broadview NP Acquisition Corp.

DBA(s) of Registrant(s) Broadview Net Plus	
Address of Registrant(s) 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573	
Company Web Address n/a	
Regulatory Contact Person(s) Steven Bogdan Phone 610-	755-4877 🖪 Fax 267-537-0074
Regulatory Contact Person's Email Address sbogdan@broadviewnet.com	
Contact Person for Annual Report Steven Bogdan	Phone 610-755-4877
Address (if different from above) 2100 Renaissance Boulevard, King of Prussia, PA 19406	
Consumer Contact Information Steven Bogdan	Phone 610-7554877
Address (if different from above) 2100 Renaissance Boulevard, King of Prussia, PA 19406	

# Part I – Tariffs

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

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

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

# Part II – Exhibits

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

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

# <u>AFFIDAVIT</u>

#### Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Catherine M. Hannan , 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. 1 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) March 31, 2008 at (Location) McLean, Virginia

Mark(Date) 03/31/08 \*(Signature and Title) Regulation Councel

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**

 $_{
m L}$  - Catherine M. Hannan, Regulatory Counsel for Broadview NP Acquisition Corp. d/b/a Broadview Net Plus -

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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.

Camae (Date) 03/31/08 ie M Kosulaten \*(Signature and Title naan.

\*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

0r

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

# EXHIBIT A

Existing Affected Tariff Pages of Broadview NP Acquisition Corp. d/b/a Broadview Net Plus

Tariff P.U.C.O. No. 1

Tariff P.U.C.O. No. 1 Original Page No. 1

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### OHIO TELECOMMUNICATIONS TARIFF

# <u>OF</u>

#### Broadview NP Acquisition Corp. d/b/a Broadview Net Plus

### 59 Maiden Lane, New York, New York 10038

# FACILITIES-BASED AND RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

TRF No. \_\_\_- CT-TRF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Broadview NP Acquisition Corp. d/b/a Broadview Net Plus ("Broadview Net Plus") in the State of Ohio. This tariff is on file with the Ohio Public Utilities Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business; 59 Maiden Lane, New York, New York 10038.

Broadview Net Plus is a facilities-based provider of facilities-based and resold interexchange telecommunications services on a 24-hour basis. Service is provided for the direct transmission and reception of voice and data communications between points within the State of Ohio as an adjunct to Broadview Net Plus' interstate service.

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Case No. \_\_\_\_-CT-ACE

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Tariff P.U.C.O. No. 1 Original Page No. 2

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# CHECK SHEET

Pages 1 through 25 inclusive of this tariff are effective as of the date shown at the bottom of the respective Page(s).

DEL HOLONI

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
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Horsham, PA 19044 215-293-8700

Tariff P.U.C.O. No. 1 Original Page No. 3

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# TABLE OF CONTENTS

Title Page	
Check Sheet	
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Application of Tariff	б
Section 1 - Technical Terms and Abbreviations	
Section 2 - Rules and Regulations	9
Section 3 - Description of Service	
Section 4 - Rates	

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Tariff P.U.C.O. No. 1 Original Page No. 4

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## CONCURRING CARRIERS

None

### CONNECTING CARRIERS

None

# **OTHER PARTICIPATING CARRIERS**

None

# EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule or condition which may affect rates or charges.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a Customer's bill.
- (M) To signify that material has been moved from another tariff location.
- (N) To signify a new rate, regulation condition or sheet.
- (R) To signify a change resulting in a reduction to a Customer's bill.
- (T) To signify a change in text but no change to rate or charge.

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Tariff P.U.C.O. No. 1 Original Page No. 5

## INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers 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 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the Commission follows in their tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Sheet for the Page currently in effect.
- C. Paragraph Numbering Sequence There are four levels of paragraph coding. Each level of code 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 tariff filing. The Check Sheet lists the Pages contained in the tariff with a cross-reference to the current revision number. When new 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 to the latest Check Sheet to find if a particular Page is the most current on file with the Commission.

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Case No. \_\_\_\_-CT-ACE

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Tariff P.U.C.O. No. 1 Original Page No. 6

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# **APPLICATION OF TARIFF**

This tariff contains the rates applicable to the provision of specialized intrastate facilities-based and resale common carrier telecommunications services by Broadview Net Plus between various locations within the State of Ohio. All services are interstate offerings. Intrastate service in an add on service available only if the Customer subscribes to the Company's interstate offerings.

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Case No. \_\_\_\_-CT-ACE

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Tariff P.U.C.O. No. 1 Original Page No. 7

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Company:

Broadview NP Acquisition Corp. d/b/a Broadview Net Plus ("Broadview Net Plus").

Commission:

Public Utilities Commission of Ohio.

Customer:

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

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Case No. \_\_\_\_-CT-ACE

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Tariff P.U.C.O. No. 1 Original Page No. 8

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Measured Service:

The provision of long distance measured time communications telephone service to Customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contacted interexchange carrier is responsible for arranging the access lines.

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Subscriber:

See "Customer" definition.

Travel Card:

See "Calling Card" definition.

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Case No. \_\_\_\_-CT-ACE

Effective:

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Tariff P.U.C.O. No. 1 Original Page No. 9

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS

# 2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. Company is a facilities-based and resale provider of interexchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service. For billing purposes, the duration of each call will be rounded up in six (6) second increments unless otherwise specified.
- 2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

## 2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the Commission rules.

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Commission	rules.
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	400 Horsham Road Suite 130

Tariff P.U.C.O. No. 1 Original Page No. 10

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

- 2.2. LIMITATIONS, Continued
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3. USE
- 2.3.1. Service may be used for the transmission of communications by the Customer.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued:

Case No. \_\_\_\_-CT-ACE

Effective:

Issued By:

Tariff P.U.C.O. No. 1 Original Page No. 11

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

## 2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liability of the Company for damages arising out of mistakes, omission, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.
- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
  - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

Issued:

Case No. \_\_\_\_-CT-ACE

Effective:

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Tariff P.U.C.O. No. 1 Original Page No. 12

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

## 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

Issued:

Case No. \_\_\_\_-CT-ACE

Effective:

Issued By:

Tariff P.U.C.O. No. 1 Original Page No. 13

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Ohio law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.7. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

### 2.5. INTERRUPTION OF SERVICE

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4, herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

Issued:

Case No. \_\_\_\_-CT-ACE

Effective:

Issued By:

Tariff P.U.C.O. No. 1 Original Page No. 14

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

### 2.5. INTERRUPTION OF SERVICE, Continued

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

Credit formula: Credit - (A/720) X B

A - outage time in hours

B - total monthly charge for affected utility

### 2.6. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

### 2.7. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

### 2.8. PAYMENTS AND BILLING

- 2.8.1. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until cancelled by the Customer on not less than 30 days notice.
- 2.8.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

Issued:

Case No. \_\_\_\_-CT-ACE

Effective:

Issued By:

Tariff P.U.C.O. No. 1 Original Page No. 15

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.8. PAYMENTS AND BILLING, Continued

2.8.4. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

Issued:

Case No. \_\_\_\_-CT-ACE

Effective:

Issued By:

Tariff P.U.C.O. No. 1 Original Page No. 16

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. CANCELLATION BY CUSTOMER

- 2.9.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.9.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service changes.
- 2.9.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
  - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

### 2.10. CANCELLATION BY COMPANY

- 2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
  - A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

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Case NoCT-ACE	
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	Case NoCT-ACE

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Tariff P.U.C.O. No. 1 Original Page No. 17

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 2 - RULES AND REGULATIONS, Continued

### 2.10. CANCELLATION BY COMPANY, Continued

- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.10.2. Company may discontinue service according to the following conditions upon five (5) days written notice:
  - A. For violation of Company's filed tariffs.
  - B. For the non-payment of any proper charge as provided by Company's tariff.
  - C. For Customer's breach of the contract for service between the utility and Customer.
  - D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.3. The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.10.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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Tariff P.U.C.O. No. 1 Original Page No. 18

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## SECTION 2 - RULES AND REGULATIONS, Continued

# 2.11. INTERCONNECTION

- 2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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Case No. \_\_\_\_-CT-ACE

Effective:

Tariff P.U.C.O. No. 1 Original Page No. 19

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# **SECTION 3 - DESCRIPTION OF SERVICE**

## 3.1. TIMING OF CALLS

- 3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminated when either party hangs up.
- 3.1.2. Unless otherwise specified in this tariff, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

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Tariff P.U.C.O. No. 1 Original Page No. 20

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.2. TELECOMMUNICATIONS SERVICES

Company provides switched and dedicated telecommunications services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this tariff.

Network Plus Switched Access Service is a switched access service, offering users both outbound (1 plus) and inbound (toll free) long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s') network services.

Network Plus Dedicated Access Service is a dedicated access service, offering users both outbound (1 plus) and inbound (toll free) long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

Network Plus Travel Card is a calling card service enabling Switched Access Service subscribers to place calls from any touch tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the subscriber's monthly long distance bill.

Directory Assistance is provided by Broadview Net Plus' underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Broadview Net Plus, except as stated in this tariff.

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Tariff P.U.C.O. No. 1 Original Page No. 21

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 3 - DESCRIPTION OF SERVICE, Continued

# 3.2. TELECOMMUNICATIONS SERVICES, Continued

Network Plus Prepaid Calling Card Service is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's Customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked.

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Tariff P.U.C.O. No. 1 Original Page No. 22

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 4 - RATES

# 4.1. SERVICE CHARGES

### 4.1.1. <u>Network Plus Switched Access Outbound Service</u>

	DAYTIME		EVE	ENING	NI	GHT
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0700	\$0.0140	\$0.0700	\$0.0140	\$0.0700	\$0.0140

# 4.1.2. Network Plus Switched Access Inbound Service

	DAYTIME		EVI	ENING	N	GHT
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0700	\$0.014 <b>0</b>	\$0.0700	\$0.0140	\$0.0700	\$0.0140

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Issued By:

Ana Bataille, Manager - Regulatory 400 Horsham Road, Suite 130 Horsham, PA 19044 215-293-8700

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Tariff P.U.C.O. No. 1 Original Page No. 23

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 4 - RATES, Continued

# 4.1. SERVICE CHARGES, Continued

# 4.1.3. Network Plus Dedicated Access Outbound Service

	DAYTIME		EVE	ENING	NI	GHT
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0345	\$0.0069	\$0.0345	\$0.0069	\$0.0345	\$0.0069

# 4.1.4. Network Plus Dedicated Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0345	\$0.00 <b>69</b>	\$0.0345	\$0.0069	\$0.0345	\$0.0069

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Tariff P.U.C.O. No. 1 Original Page No. 24

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 4 - RATES, Continued

# 4.1. SERVICE CHARGES, Continued

# 4.1.5. Network Plus Travel Card Service

Access charge per call Rate per minute \$0.50 \$0.20

### 4.1.7. Network Plus Prepaid Calling Card Service

Rate per minute	\$0.25
Surcharge per call	\$0.50

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	Case NoCT-ACE
Issued By:	Ana Bataille, Manager - Regulatory
-	400 Horsham Road, Suite 130
	Horsham, PA 19044
	215-293-8700

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 4 - RATES, Continued

# 4.2. TIME PERIODS

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve						
11:00 PM to 7:59 AM	Night						

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

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# EXHIBIT B

Proposed Revised Tariff Pages of Broadview NP Acquisition Corp. d/b/a Broadview Net Plus

Tariff P.U.C.O. No. 1

Tariff P.U.C.O. No. 1 Original Page No. 24

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 4 - RATES, Continued

# 4.1. SERVICE CHARGES, Continued

4.1.6. Directory Assistance

Rate per access

\$0.85

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Tariff P.U.C.O. No. 1 Original Page No. 21

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

# SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.2. TELECOMMUNICATIONS SERVICES, Continued

Operator Assisted Calling Services - Broadview Net Plus provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to underlying carrier intrastate tariffs on file with the Commission. The Company *does not* offer alternative operator services to the transient public.

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Tariff P.U.C.O. No. 1 Original Page No. 18

# INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

SECTION 2 - RULES AND REGULATIONS, Continued

### 2.12. DEPOSITS AND ADVANCED PAYMENTS

The Company does not require a deposit or advanced payment from the Customer.

# 2.13. TAXES

Taxes are not included in the tariffed rates.

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Tariff P.U.C.O. No. 1 Original Page No. 15

### INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### SECTION 2 - RULES AND REGULATIONS, Continued

- 2.8. PAYMENTS AND BILLING, Continued -
- 2.8.3. Billing will be payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance, or the maximum allowable under State law. Each account shall be granted not less than one complete forgiveness of late payment charge.
- 2.8.5. Billing disputes should be addressed to Company's Customer Service Organization via telephone to 800-260-8766.
- 2.8.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
  - 2.8.6.1. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).
  - 2.8.6.2. Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address and telephone number of the Commission are:

Ohio Public Utilities Commission 180 East Broad Street Columbus, Ohio 43266-0573 Telephone: 614-466-4095

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# EXHIBIT C

Narrative Summarizing All Changes Proposed by Broadview NP Acquisition Corp. d/b/a Broadview Net Plus In Compliance with PUCO Opinion and Order in Case No. 06-1345-TP-ORD PUCO Opinion and Order in Case No. 06-1345-TP-ORD provides that even within the P.U.C.O.'s mandatory detariffing environment, carriers must retain tariffs

"for purposes of complying with Commission and/or Federal Communications (FCC) directives including, but not limited to: primary interexchange carrier (PIC) change charges, Alternative Operator and Inmate Operator Services (AOS/IOS); late payment and bad check charges, per call and per line blocking; intrastate special and switched access services provided to carriers; N-1-1 service; pole attachments and conduit occupancy; pay telephone service; and telecommunications relay service."

To comply with this directive, Broadview NP Acquisition Corp. d/b/a Broadview

Net Plus ("Broadview Net Plus) has analyzed the provisions embodied in the Company's

Tariff P.U.C.O. No. 1. Set forth at Exhibit A hereto is the text which Broadview Net Plus

is removing from Tariff P.U.C.O. No. 1 in order to comply with the dictates of the

PUCO's Opinion and Order. Set forth at Exhibit B hereto is the text of Tariff P.U.C.O.

No. 1 which will remain on file with the PUCO following the effectiveness of Broadview

Net Plus' mandatory detariffing filing.

To the extent the provisions previously set forth in PUCO Tariff No 1 have not been superceded by PUCO rules, these rates, terms and conditions of service will continue to apply to Broadview Net Plus' Ohio telecommunications service offerings.

# EXHIBIT D

# Rule 4901:1-6-05(G)(3) Statement of Broadview NP Acquisition Corp. d/b/a Broadview Net Plus

Broadview NP Acquisition Corp. d/b/a Broadview Net Plus ("Broadview") has complied with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms and conditions for detariffed services by mailing to all customers a notice advising them of Broadview Net Plus' upcoming mandatory detariffing filing. Broadview Net Plus customers were also advised that the Company maintains a full copy of all information contained in the Company's Tariff P.U.C.O. No. 1 on file with the Public Utilities Commission of Ohio immediately prior to the effectiveness of this detariffing filing. This previously tariffed information is available for review at the Company's offices, 800 Westchester Avenue, Suite N-501, Rye Brook, New York, 10573, during regular business hours. Consumers may also request a copy of this information by contacting Broadview Net Plus, c/o Customer Care, 800 Westchester Avenue, Suite N-501, Rye Brook, New York 10573, (800) 276-2384.

# EXHIBIT E

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Rule 4901:1-6-16(B) Customer Notice of Broadview NP Acquisition Corp. d/b/a Broadview Net Plus

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. . .

March 18, 2008:

Dear Customer:

Beginning on April 2, 2008 the prices, service descriptions and the terms and conditions for certain telecommunications services that you are provided by Broadview NP Acquisition Corp. ("Broadview NP"), will no longer be on file with the Public Utilities Commission of Ohio.

These "detariffed" services include all Intrastate Toll Telecommunications Services furnished by Broadview NP, within the State of Ohio, as previously set forth in P.U.C.O. Tariff No. 1.

This information is available for review at the Company's offices, 800 Westchester Avenue, Suite N-501, Rye Brook NY 10573, during regular business offices. You can also request a copy of this information by contacting Broadview NP, c/o Customer Care, 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573, (800) 276-2384.

This change does not affect the prices, terms or conditions of those services to which you currently subscribe. These services continue to be regulated by the Public Utilities Commission of Ohio.

If you have any questions about this matter, please call Broadview NP, at the toll free number, (800) 276-2384.

Broadview NP Acquisition Corp.

# EXHIBIT F

Customer Notice Affidavit of Broadview NP Acquisition Corp. d/b/a Broadview Net Plus

# CUSTOMER NOTICE AFFIDAVIT

STATE OF NEW YORK: SS: COUNTY OF WESTCHESTER:

# AFFIDAVIT

I, Charles C. Hunter, am an authorized agent of the applicant corporation, Broadview NP Acquisition Corp., and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through United States mail, postage prepaid on March 18, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 03/18/2008 in Rye Brook, New York (Date) (Location)

Charles C. Hunter Executive Vice President and General Counsel Subscribed and sworn to before me this

(Date)

3/18/08

Notary Public My Commission Expires:

> COREY RINKER NOTARY PUBLIC, STATE OF HEN YONE No. 02RH0213492 QUALIFIED IN WESTCHESTER COMMEN-MY COMMISSION EXPIRES 02108-04