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September 13, 2011

Ms. Renee Jenkins  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

RE: BCN TELECOM, INC.  
Docket No. 11-5089-TP-ATA

Dear Ms. Jenkins:

In compliance with Case No. 10-1010-TP-ORD, enclosed for filing please find the Telecommunications Application Form for Detariffing and Related Actions submitted on behalf of the above captioned company.

Should you have any questions or concerns relating to this matter, please contact the undersigned at (269) 381-8893 or [patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com).

Very truly yours,

CROCKER & CROCKER



Patrick D. Crocker

PDC/tld

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

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD  
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of  
BCN Telecom, Inc.  
to Detariff Services and make other changes related to the  
Implementation of Case No. 10-1010-TP-ORD

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TRF Docket No. 90-

Case No. 11 - 5089 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No."  
fields BLANK.

Name of Registrant(s) BCN Telecom, Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 550 Hills Drive, Suite 110, 1<sup>st</sup> Floor, Bedminster, NJ 07921

Company Web Address www.bcntele.com

Regulatory Contact Person(s) Kathleen Gorey

Phone (908) 470-4745

Fax (908) 470-4707

Regulatory Contact Person's Email Address kgorey@bcntele.com

Contact Person for Annual Report Kathleen Gorey

Phone (908) 470-4745

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Kelly Burke

Phone (908) 470-4700

Address (if different from above) \_\_\_\_\_

### 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.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

### Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – 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, BCN Telecom, Inc., and am authorized to make this statement on its behalf.  
(Name)

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

Executed on (Date) \_\_\_\_\_

at (Location) \_\_\_\_\_

\*(Signature and Title) Richard M. Boudria

President

(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, Richard M. Boudria, 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.

\*(Signature and Title) Richard M. Boudria

President

(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*

## **EXHIBIT A**

### **Existing Affected Tariff Pages**

*This tariff Ohio Tariff No. 4 cancels and replaces in its entirety the  
Ohio Tariff No. 1 for Interexchange Service and  
Ohio Tariff No. 2 for Local Exchange and Toll Services  
on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE

FURNISHED BY

BCN TELECOM, INC.

THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tarified in accordance with the Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

The Company is subject to and will follow the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code.

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing on the Company website at [www.bcntele.com](http://www.bcntele.com), or by contacting the Company at 550 Hills Drive, Bedminster, NJ or toll free at (888) 866-7266.

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CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original	51	Original
2	Original	27	Original	52	Original
3	Original	28	Original		
4	Original	29	Original		
5	Original	30	Original		
6	Original	31	Original		
7	Original	32	Original		
8	Original	33	Original		
9	Original	34	Original		
10	Original	35	Original		
11	Original	36	Original		
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13	Original	38	Original		
14	Original	39	Original		
15	Original	40	Original		
16	Original	41	Original		
17	Original	42	Original		
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19	Original	44	Original		
20	Original	45	Original		
21	Original	46	Original		
22	Original	47	Original		
23	Original	48	Original		
24	Original	49	Original		
25	Original	50	Original		

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ISSUED: October 2, 2008

EFFECTIVE: October 2, 2008

Richard M. Boudria, President  
BCN Telecom, Inc.  
550 Hills Drive  
Bedminster, NJ 07921

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## EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To indicate changed regulation.
- D - To indicate discontinued rate or regulation.
- I - To indicate increased rate.
- M - To indicate a move in the location of text.
- N - To indicate a new rate or regulation.
- R - To indicate a reduced rate.
- S - To indicate a reissued matter
- T - To indicate a change in text but no change in rate or regulation



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### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by BCN Telecom, Inc., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at [www.bcntele.com](http://www.bcntele.com) or by contacting the Company at 550 Hills Drive, Bedminster, NJ 07921 or toll free at (888) 766-7266.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5 of the Ohio Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

## EXPLANATION OF TERMS

### ADVANCE PAYMENT

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

### AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

### AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

### AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

### ATTENDANT

An operator of a PBX console or telephone switchboard.

### BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

### CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

### CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

## EXPLANATION OF TERMS (cont'd)

### CENTRAL OFFICE

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

### CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

### DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

### EMERGENCY

A situation that appears to present immediate danger to person or property.

### EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. FAA/Iced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

### E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

EXPLANATION OF TERMS (cont'd)

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

EXPLANATION OF TERMS (cont'd)

LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA

A Local Access and Transport 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 Carrier Association, Inc. Tariff F.C.C. No. 4.

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area. MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

PBX

A private branch exchange.

## EXPLANATION OF TERMS (cont'd)

### PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

### PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

### PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

### PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

### PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

### RATE CENTER

Company-designated service locations from which service is rendered or rated.

## EXPLANATION OF TERMS (cont'd)

### RECURRING CHARGES

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

### SERVICE COMMENCEMENT DATE

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

### SERVICE ORDER

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

### SERVING CENTRAL OFFICE

The central office from which local service is furnished. SPEED

### SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (IRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (IT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.



EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A. The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio is the underlying incumbent local exchange carrier.
- B. The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may *use* services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer *any* services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C. The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D. The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Business 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. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

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1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- B. Business Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff 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.
- C. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

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1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

- A. The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A. The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5 for delayed install, missed install or repair appointments and commitments.
- B. The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C. The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred *by* or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.5 Reserved for future use.

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1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B. When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

- A. The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

- A Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.



1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

A. No credit allowances will be made for:

- (i) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer; and
- (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5 of the Commission's Minimum Telephone Service Standards.

1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer

A. The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

- A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B. Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.
- C. Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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1. Local Exchange Service Regulations (cont'd)1.8 Obligations of the Customer (cont'd)1.8.4 Inspections

- A. 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 Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

- A. The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

1.9.1 RESERVED FOR FUTURE USE

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.2 Deposits

- A. To safeguard its interests, the Company may, pursuant to the Minimum Telephone Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in Chapter 4901:1-5 of the Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. All deposits will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service with be in accordance with Rule 4901:1-17.
- B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- C. Guarantee of Payment: The Company may accept; in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.



1. Local Exchange Service Regulations (cont'd)1.9 Payment Arrangements (cont'd)1.9.2 Deposits (Cont'd)

- D. Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

1.9.3 Refund of Deposits

- A. A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply deposit as a credit to the customer's account.
- B. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply deposit as a credit to the Customer's account.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.4 Interest to be Paid on Deposits

A Interest will be paid on in accordance with Rule 4901:1-17 of the Ohio Administrative Code. Interest shall accrue on deposits held over 180 days and shall be paid to the Customer as follows:

- (i) by credit to the customer's account once annually;
- (ii) by payment to the Customer upon request, once annually;
- (iii) by adding accrued interest to the amount of the deposit when refunded to the customer;
- (iv) by applying interest to any unpaid bill of the Customer upon termination of service with the Company.

All requirements for establishment of credit will be consistent with Rule 4901:1-5 of the Commission's Minimum Telephone Service Standards and Rule 4901:1-17.

1.9.5 Bills and Collection of Charges

- A. Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B. All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

---

1. Local Exchange Service Regulations (cont'd)

## 1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges (cont'd)

- C. The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.
- D. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- F. A charge will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

<u>Maximum</u>	<u>Current</u>
\$25.00	\$15.00

- G. If Customer chooses to place information services provider (ISP) calls or receives calls via a non-company affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.
- H. The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-5.

---

1. Local Exchange Service Regulations (cont'd)1.9 Payment Arrangements (cont'd)1.9.6 Disputed Bills

- A. The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

BCN Telecom, Inc.  
550 Hills Drive  
Bedminster, NJ 07921  
(888) 866-7266

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, tenth Floor  
Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at  
[www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customer may also contact the Ohio Consumers' Counsel  
for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service

1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with 4901:1-5 of the Commission's Minimum Telephone Service Standards.

---

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company, (cont'd)

- B. The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:
- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
  - (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
  - (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.
- C. The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.
- D. Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- E. For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- F. The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
  - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- G. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- H. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

Cancellation by the customer will be in compliance with O.A.C. 4901:1-5.



1. Local Exchange Service Regulations (cont'd)1.11 Restoral of Service

- A. When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B. An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill including any appropriate reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.
- C. Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:
  - (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
  - (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

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1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communications

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C. All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

1. Local Exchange Service Regulations (cont'd)1.13 Notices and Communications (Cont'd)

- D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

1.14 Promotional Offers

- A. The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.15 Individual Case Basis (ICB) Arrangements

- A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.16 Customer Service

- A. Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

---

## 2 Service Descriptions and Rates

### 2.1 General

- A. BCN Telecom, Inc.'s local service enables the business Customer to:
- (i) receive calls from other stations on the public switched telephone network;
  - (ii) place calls to other stations on the public switched telephone network;
  - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

2 Service Descriptions and Rates (cont'd)2.2 Serving Areas

The company provides local exchange services in the territories served by AT&T Ohio. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio.

2.3 Business Local Exchange Service (Cont'd)

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

2.3.1 Resold Business Line Service

Resold Business Line Service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

Billing Option 1 – Customers may receive a lower monthly recurring line charge in exchange for a term plan of one, two, or three years and have the option of a company long distance plan. Unregulated and/or detariffed plans may be found in the Company's Pricing Guide.

	<u>Monthly Recurring Charge</u>		<u>Per Call Charge</u>	
	Maximum	Current	Maximum	Current
Month to month	\$75.00	\$40.00	\$0.24	\$0.08

Billing Option 2 – Customers may receive a lower incremental charge in exchange for a term plan of one, two, or three years and have the option of a company long distance plan. Unregulated and/or detariffed plans may be found in the Company's Pricing Guide.

	<u>Monthly Recurring Charge</u>		<u>Incremental Charge*</u>	
	Maximum	Current	Maximum	Current
Month to month	\$75.00	\$36.00	\$0.036	\$0.026

\*Billing is in 6 second increments with an 18 second minimum

---

2      Service Descriptions and Rates (cont'd)

2.4      Optional Features

2.4.1      Feature Descriptions

The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

---

2      Service Descriptions and Rates (cont'd)

2.4      Optional Features (Cont'd)

2.4.1      Feature Descriptions (cont'd)

Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

---

## 2 Service Descriptions and Rates (cont'd)

### 2.4 Optional Features

#### 2.4.1 Feature Descriptions (cont'd)

##### Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

##### Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

##### Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

##### Direct Connect Hotline

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

##### Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

##### Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.



---

2      Service Descriptions and Rates (cont'd)

2.4      Optional Features

2.4.1      Feature Descriptions (cont'd)

Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

---

2      Service Descriptions and Rates (cont'd)

2.4      Optional Features

2.4.2      Business Rates

<u>Feature</u>	<u>Non-recurring Charge</u>	<u>Monthly Recurring Charge</u>
Caller ID Number	\$42.00	\$6.50
Call Waiting	\$10.00	\$4.00

Unregulated and/or detariffed rates for additional optional features for business customers may be found in the Company's Pricing Guide.

---

2      Service Description and Rates (cont'd)

2.5      Miscellaneous Fees

2.5.1      Service Connection Fees

Customers will be assessed a non-recurring fee for converting existing line to the Company's service.

	<u>Current</u>
First Line	\$51.00
Additional Line	\$21.00

2.5.2      Installation Fees

A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

	<u>Current</u>
First Line	\$78.00
Additional Line	\$29.00

---

2 Service Description and Rates (cont'd)2.6 Directory Listings2.6.1 Description

The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listings are not printed in directories nor are they available from directory assistance.

	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
Primary listing	N/C	N/C
Non-Published Service	\$10.00	\$1.95
Additional listings, each	\$10.00	\$1.95

Unregulated and/or detariffed rates for additional directory listing for business customers may be found in the Company's Pricing Guide.

---

2      Service Description and Rates (cont'd)

2.7      Directory Assistance

- A.      The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B.      The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.7.1      Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$.30 per call

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$0.30 per request

2      Service Description and Rates (cont'd)

2.7      Directory Assistance

2.7.2      Directory Assistance Credits

- A.      Credit will be given for calls to Directory Assistance as follows:
  - (i)      The Customer experiences poor transmission or is cut-off during the call; or
  - (ii)     The Customer is given the incorrect telephone number.
- B.      To obtain credit, the Customer must contact its Customer Service representative.

---

2      Service Description and Rates (cont'd)

2.8      Traditional Operator Services

2.8.1      General

A      The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

- (i)      Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
- (ii)      Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
- (iii)      Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
- (iv)      Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
- (v)      Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

Unregulated and/or detariffed rates for Operator Services for business customers may be found in the Company's Pricing Guide.

3. Promotional Offerings

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a non-recurring charge shall be limited to ninety (90) calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.



**EXHIBIT B**

**Proposed Revised Tariff Pages**

*This tariff Ohio Tariff No. 5 cancels and replaces in its entirety the  
Ohio Tariff No. 4 for Local Exchange  
on file with the Commission*

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE SERVICE

FURNISHED BY

BCN TELECOM, INC.

THROUGHOUT THE STATE OF OHIO

This tariff describes the terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated and tariffed in accordance with the Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD).

The Company provides certain Detariffed/Nonregulated services which are found in the Company's Pricing Guide, available for viewing on the Company website at [www.bcntele.com](http://www.bcntele.com), or by contacting the Company at 550 Hills Drive, Bedminster, NJ or toll free at (888) 866-7266.

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CHECK SHEET

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

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	26	Original		
2	Original	27	Original		
3	Original	28	Original		
4	Original				
5	Original				
6	Original				
7	Original				
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24	Original				
25	Original				

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ISSUED: September 12, 2011

EFFECTIVE: September 12, 2011

Richard M. Boudria, President  
BCN Telecom, Inc.  
550 Hills Drive  
Bedminster, NJ 07921

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To indicate changed regulation.
- D - To indicate discontinued rate or regulation.
- I - To indicate increased rate.
- M - To indicate a move in the location of text.
- N - To indicate a new rate or regulation.
- R - To indicate a reduced rate.
- S - To indicate a reissued matter
- T - To indicate a change in text but no change in rate or regulation

---

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by BCN Telecom, Inc., to Customers within the local exchange service area defined herein. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 10-1010-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at [www.bcntele.com](http://www.bcntele.com) or by contacting the Company at 550 Hills Drive, Bedminster, NJ 07921 or toll free at (888) 766-7266.

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ISSUED: September 12, 2011

EFFECTIVE: September 12, 2011

Richard M. Boudria, President  
BCN Telecom, Inc.  
550 Hills Drive  
Bedminster, NJ 07921

EXPLANATION OF TERMS**ADVANCE PAYMENT**

A payment that may be required by a local service provider as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

**AGENCY**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**AUTHORIZATION CODE**

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

**AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**BASIC LOCAL EXCHANGE SERVICE**

Residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
  - (i) Local dial tone service;
  - (ii) For residential end users, flat-rate telephone exchange service;
  - (iii) Touch tone dialing service;
  - (iv) Access to and usage of 9-1-1 services, where such services are available;
  - (v) Access to operator services and directory assistance;
  - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
  - (vii) Per call, caller identification blocking services;
  - (viii) Access to telecommunications relay service; and
  - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

EXPLANATION OF TERMS (cont'd)

**BUILDING**

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

**CALL INITIATION**

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

**CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CENTRAL OFFICE**

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

**CUSTOMER**

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

**DEPICING**

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

**EMERGENCY**

A situation that appears to present immediate danger to person or property.

**EMERGENCY SERVICE (ENHANCED 911)**

Allows customers to reach appropriate emergency services, including police, fire and medical services. FAA/Iced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

**E911 SERVICE AREA**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**E911 CUSTOMER**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.



EXPLANATION OF TERMS (cont'd)

**ERROR**

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

**EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

**FINAL ACCOUNT**

A customer's outstanding charges still owed to the Company.

**INVESTIGATIVE OR LAW ENFORCEMENT OFFICER**

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

**LAST NUMBER REDIAL**

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

**LATA**

A Local Access and Transport 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 Carrier Association, Inc. Tariff F.C.C. No. 4.

**LOCAL CALL**

A call which is not rated as a long distance call.

**LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

**LOCAL EXCHANGE CARRIER**

A company that furnishes exchange telephone service.

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**EXPLANATION OF TERMS (cont'd)****MOVE**

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

**PBX**

A private branch exchange.

**PREPAID ACCOUNT**

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

**PREPAID CALLING CARD**

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

**PRESUBSCRIPTION**

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

**PRIVATE BRANCH EXCHANGE SERVICE**

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**PROMPT PAYMENT**

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

**RATE CENTER**

Company-designated service locations from which service is rendered or rated.

**RECURRING CHARGES**

The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**SERVICE COMMENCEMENT DATE**

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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**EXPLANATION OF TERMS (cont'd)****SERVICE ORDER**

The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**SERVING CENTRAL OFFICE**

The central office from which local service is furnished. **SPEED**

**SPEED CALLING**

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

**TELECOMMUNICATIONS RELAY SERVICE (IRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (IT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

**TELECOM UNIT**

A measurement of telecommunications service equivalent to one minute of usage.

**TELEPHONE CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

**TERMINATION OF SERVICE**

Discontinuance of both incoming and outgoing service.

**TOLL BLOCKING**

Allows end users to block direct-dialed long distance calls from their telephones.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**UNDERLYING CARRIER**

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

**USER**

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A. The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio is the underlying incumbent local exchange carrier.
- B. The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may *use* services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer *any* services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C. The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D. The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A. Business 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. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B. Business Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff 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.
- C. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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1. Local Exchange Service Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- E. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 Notification of Service Affecting Activities

- A. The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

1.4 Provision of Services

- A. The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5 for delayed install, missed install or repair appointments and commitments.

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1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services (cont'd)

- B. The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C. The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D. Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
  - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
  - (ii) the reception of signals by Customer provided equipment; or
  - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- F. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.5 Reserved for future use.

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1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B. When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

- A. The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

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1. Local Exchange Service Regulations (cont'd)

1.7.2 Credit Allowance for Interruptions

- A Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

1.7.3 Limitations on Credit Allowances

- A. No credit allowances will be made for:
  - (i) interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer; and
  - (ii) interruptions that are restored less than 24 hours after the interruption is reported or discovered by the Company.

All requirements for credit allowances for interruptions of service will be consistent with Rule 4901:1-6.

1.8 Obligations of the Customer

- A. The Customer shall be responsible for:
  - (i) the payment of all applicable charges pursuant to this tariff;
  - (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.



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1. Local Exchange Service Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.1 Claims

A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

1.8.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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1. Local Exchange Service Regulations (cont'd)1.8 Obligations of the Customer (cont'd)1.8.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B. Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.
- C. Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1.8.4 Inspections

- A. 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 Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

- A. The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-6.

1.9.1 RESERVED FOR FUTURE USE

1.9.2 Deposits

All deposits will be handled pursuant to Chapter 4901:1-6-12 of the Ohio Administrative Code.

1.9.3 Refund of Deposits

All deposits will be handled pursuant to Chapter 4901:1-6-12 of the Ohio Administrative Code.

1.9.4 Interest to be Paid on Deposits

All deposits will be handled pursuant to Chapter 4901:1-6-12 of the Ohio Administrative Code.

1.9.5 Bills and Collection of Charges

- A. Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B. All service, monthly recurring charges and non-recurring charges are due and payable within 14 days of the post mark on the bill, provided however, that installation charges may be spread out over 3 months.

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1. Local Exchange Service Regulations (cont'd)

## 1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges (cont'd)

- C. The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.
- D. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- F. A charge will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.

<u>Maximum</u>	<u>Current</u>
\$25.00	\$15.00

- G. If Customer chooses to place information services provider (ISP) calls or receives calls via a non-company affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.
- H. The Company's bills and billing practices will be consistent with MTSS Rule 4901:1-6.

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1. Local Exchange Service Regulations (cont'd)1.9 Payment Arrangements (cont'd)1.9.6 Disputed Bills

- A. The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

BCN Telecom, Inc.  
550 Hills Drive  
Bedminster, NJ 07921  
(888) 866-7266

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, tenth Floor  
Columbus, OH 43215-3793

Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at  
[www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customer may also contact the Ohio Consumers' Counsel  
for assistance with complaint and utility issues at:

Toll Free: 1-877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

Richard M. Boudria, President  
BCN Telecom, Inc.  
550 Hills Drive  
Bedminster, NJ 07921

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1. Local Exchange Service Regulations (cont'd)1.10 Discontinuance of Service1.10.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to Customer upon written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service and no sooner than fourteen days after the due date of the bill without incurring any liability for the following reasons:

- (i) Upon non-payment of any amounts owing to the Company for local exchange services which is not in dispute; or
- (ii) Upon failure of the Customer to meet the deposit requirements set out in Section 1.9.3 of this tariff; or
- (iii) Upon failure of the Customer to provide the Company reasonable access to its equipment and property; or
- (iv) Upon failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services.

All requirements for discontinuance of service by the company will be consistent with Rule 4901:1-6.

B. The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

C. The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for any service(s) as requested by the Customer up to discontinuance of service.

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1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company, (cont'd)

- D. Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- E. For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- F. The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
  - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-6, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- G. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- H. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

1.10.2 Discontinuance of Service by Customer

Cancellation by the customer will be in compliance with O.A.C. 4901:1-6.

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1. Local Exchange Service Regulations (cont'd)

1.11 Restoral of Service

- A. When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.
- B. An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill including any appropriate reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.
- B. Unless prevented by circumstances beyond the company's control or unless a subscriber requests otherwise, the company shall reconnect previously disconnected service by five p.m. on the next business day following either:
  - (1) Receipt by the company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
  - (2) Agreement by the company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

Before restoring service under this rule, the company may not insist upon payment of any amount that has not been included on a notice of disconnection.

1.12 Transfers and Assignments

- A. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communications

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.



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1. Local Exchange Service Regulations (cont'd)

1.13 Notices and Communications (cont'd)

- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C. All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- D. The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

1.14 Promotional Offers

- A. The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

1.15 Individual Case Basis (ICB) Arrangements

- A. Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

1.16 Customer Service

- A. Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

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## 2      Service Descriptions and Rates

### 2.1      General

- A.      BCN Telecom, Inc.'s local service enables the business Customer to:
- (i)      receive calls from other stations on the public switched telephone network;
  - (ii)     place calls to other stations on the public switched telephone network;
  - (iii)    access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv)    access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B      Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

### 2.2      Serving Areas

The company provides local exchange services in the territories served by AT&T Ohio. The Company concurs in the exchange, rate class, local calling areas, and zone designations specified in the Local Exchange Services Tariffs of AT&T Ohio.

## 2.3 Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment.

### 2.3.1 Resold Business Line Service

Resold Business Line Service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

Billing Option 1 – Customers may receive a lower monthly recurring line charge in exchange for a term plan of one, two, or three years and have the option of a company long distance plan. Unregulated and/or detariffed plans may be found in the Company's Pricing Guide.

	<u>Monthly Recurring Charge</u>		<u>Per Call Charge</u>	
	Maximum	Current	Maximum	Current
Month to month	\$75.00	\$40.00	\$0.24	\$0.08

Billing Option 2 – Customers may receive a lower incremental charge in exchange for a term plan of one, two, or three years and have the option of a company long distance plan. Unregulated and/or detariffed plans may be found in the Company's Pricing Guide.

	<u>Monthly Recurring Charge</u>		<u>Incremental Charge*</u>	
	Maximum	Current	Maximum	Current
Month to month	\$75.00	\$36.00	\$0.036	\$0.026

\*Billing is in 6 second increments with an 18 second minimum

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2      Service Description and Rates (cont'd)

2.5      Miscellaneous Fees

2.5.1      Service Connection Fees

Customers will be assessed a non-recurring fee for converting existing line to the Company's service.

Current

First Line	\$51.00
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2.5.2      Installation Fees

A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

Current

First Line	\$78.00
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2.6      Directory Listings

2.6.1      Description

The following types of listings are available:

Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge.

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2      Service Description and Rates (cont'd)

2.7      Directory Assistance

- A.      The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B.      The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2      Service Description and Rates (cont'd)

2.7      Directory Assistance

2.7.2      Directory Assistance Credits

- A.      Credit will be given for calls to Directory Assistance as follows:
  - (i)      The Customer experiences poor transmission or is cut-off during the call; or
  - (ii)      The Customer is given the incorrect telephone number.
- B.      To obtain credit, the Customer must contact its Customer Service representative.

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2      Service Description and Rates (cont'd)

2.8      Traditional Operator Services

2.8.1      General

- A      The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:
- (i)      Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
  - (ii)      Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
  - (iii)      Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
  - (iv)      Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
  - (v)      Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

## **EXHIBIT C**

### **Narrative Summarizing Changes**

P.U.C.O. Tariff No. 5 replaces P.U.C.O Tariff No. 4 in its entirety. Applicant provides residential and business local exchange services to customers in Ohio. Applicant filed this Application to detariff in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD.

Because Applicant detariffed IXC service in 2008, Applicant provides a TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM FOR NON-BLES CARRIERS.

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**  
**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
(Effective: 01/20/2011)

Company Name BCN Telecom, Inc.

Company Address 550 Hills Drive, Suite 110, 1st Floor, Bedminster, NJ 07921

Company Web Address www.bcntele.com

Regulatory Contact Person Kathleen Gorey Phone (908) 470-4745 Fax (908) 470-4707

Regulatory Contact Person's Email Address kgorey@bcntele.com

Contact Person for Annual Report Kathleen Gorey Phone (908) 470-4745 Fax (908) 470-4707

Consumer Contact Information Kathleen Gorey Phone (908) 470-4745 Fax (908) 470-4707

TRF Docket No. 90 -

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC      ☒ IXC      ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)
- ☒ Local Exchange Service (i.e., residential or business bundles)
- ☐ Other (explain) \_\_\_\_\_

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.



**Part IV. – Attestation**

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

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I am an officer/agent of the carrier/telephone company, BCN Telecom, Inc., and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

Richard W. Sanchez President  
(Signature and Title)

9/3/11  
(Date)

**EXHIBIT D**

**Customer Notice**



September 8, 2011

Beginning on October 24, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by BCN Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. BCN Telecom, Inc must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call BCN Telecom, Inc. at the toll free number, 800-768-2852, or visit us at [www.bcntele.com](http://www.bcntele.com) .

Sincerely,  
BCN Telecom, Inc.

**EXHIBIT E**

**Affidavit**

## CUSTOMER NOTICE AFFIDAVIT

### AFFIDAVIT

I, Richard M. Boudria, am an authorized agent of the applicant corporation, BCN Telecom, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through email on September 13, 2011 in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature

Richard M. Boudria

September 13, 2011

(Date)

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/13/2011 1:00:23 PM**

**in**

**Case No(s). 11-5089-TP-ATA**

Summary: Application BCN TELECOM, INC. to Detariff Services and make other changes related to Implementation of Case No. 10-1010-TP-ORD electronically filed by Mr. Patrick D. Crocker on behalf of BCN TELECOM, INC.