



January 11, 2013
Via Web Filing

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

RE: BullsEye Telecom, Inc.
Revision for P.U.C.O. Tariff No. 4 (Local)
Case No. 13 – 0176 – TP – ATA

Dear Ms. McCauley:

Attached for filing please find the above referenced tariff filing and application submitted on behalf of BullsEye Telecom, Inc. (“Company”). This filing revises Cancellation of Service. The Company respectfully requests an effective date of February 10, 2013.

The following tariff pages are included with this filing:

2 nd Revised Page 1	Updates Check Sheet
1 st Revised Pages 31-32	Revises Cancellation of Service

Any questions you may have regarding this filing should be directed to my attention at 407-740-3004 or via email to rnorton@tminc.com. Thank you for your assistance in this matter.

Sincerely,

/s/ Robin Norton

Robin Norton
Consultant to BullsEye Telecom, Inc.

cc: P. West - BullsEye
file: BullsEye - Ohio - Local
tms: OHI1302

Enclosures
RN/sp

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

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

In the Matter of the Application of **BullsEye Telecom, Inc.**)
To Revise Local Exchange Tariff)
)
)

TRF Docket No. 90-9163-TP-TRF

Case No. **13 – 0176 - TP - ATA**

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

Name of Registrant(s) BullsEye Telecom, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 25925 Telegraph Road, Suite 210, Southfield, MI 48033

Company Web Address www.bullseyetelecom.com

Regulatory Contact Person(s) David Bailey, Vice President–Business Development Phone 248-784-2500 Fax 248-784-2501

Regulatory Contact Person's Email Address dbailey@bullseyetelecom.com

Contact Person for Annual Report Richard Koslowski, Vice President - Finance Phone 248-784-2500

Address (if different from above) _____

Consumer Contact Information LaToya Simpson, Customer Service Phone 248-784-2500

Address (if different from above) _____

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

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

Notes:

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

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

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

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

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

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

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

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

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

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

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

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

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

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

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

Section II – Part II – Certificate Status & Procedural

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

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

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

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

Section IV. – Attestation

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

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, BullsEye Telecom, Inc. , and am authorized to make this statement on its behalf.
(Name)

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) January 11, 2013 at (Location) Maitland, FL 32751

*(Signature and Title) /s/ Robin Norton (Date) January 11, 2013

Robin Norton, Consultant to BullsEye Telecom, Inc.

- *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, Robin Norton, Consultant to BullsEye Telecom, Inc. verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Robin Norton (Date) January 11, 2013
Robin Norton, Consultant to BullsEye Telecom, Inc.

**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

BullsEye Telecom, Inc.

EXHIBIT A

Existing Affected Tariff Pages

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>	
Title	Original		34	Original	
1	1 st Revised	*	35	Original	
2	Original		36	Original	
3	Original		37	1 st Revised	*
4	Original		38	Original	
5	Original		39	Original	
6	Original		40	Original	
7	Original		41	Original	
8	Original		42	Original	
9	Original		43	Original	
10	Original		44	Original	
11	Original		45	Original	
12	Original		46	Original	
13	Original		47	Original	
14	Original		48	Original	
15	Original		49	Original	
16	Original		50	Original	
17	Original		51	Original	
18	Original		52	Original	
19	Original		53	Original	
20	Original		54	Original	
21	Original		54.1	Original	*
22	Original		54.2	Original	*
23	Original		54.3	Original	*
24	Original		54.4	Original	*
25	Original		54.5	Original	*
26	Original		55	Original	
27	Original		56	Original	
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				
33	Original				

* - indicates those pages included with this filing

ISSUED: January 10, 2013

EFFECTIVE: January 10, 2013

Paul G. West – Director, Product Marketing
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

OH11301

SECTION 2 – REGULATIONS (CONT'D.)2.7 Cancellation of Service (Cont'd.)2.7.3 Cancellation of Service by Customer After the Service Promise Period

After the Service Promise period of forty-five days, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

A. Term Contract Service

1. All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. Lines Switched to Another Carrier – All lines that are switched to another carrier, except those switched due to Customer moves, consolidations or splits, are subject to an Early Termination Fee ("ETF") of \$25.00 per line switched multiplied by the number of months remaining on the term agreement.
4. Disconnected Lines – Disconnected lines will be subject to an ETF based on the following:
 1. Customers with 1 – 5 lines: When the number of lines disconnected is greater than 50% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement.
 2. Customers with 6 or more lines: When the number of lines disconnected is greater than 20% of the Customer's lines, all disconnected lines will be subject to an ETF of \$25.00 per line disconnected multiplied by the number of months remaining on the term agreement.

SECTION 2 – REGULATIONS (CONT'D.)

2.7 Cancellation of Service (Cont'd.)

2.7.3 Cancellation of Service by Customer After the Service Promise Period (Cont'd.)

B. Month to Month Service

Customers who subscribe to service on a month-to-month basis will be assessed a Set-up (Initiation) fee of \$50 on a final invoice if the Customer cancels service within thirty (30) days of the date the service is initiated.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

BullsEye Telecom, Inc.

EXHIBIT B

Proposed Amended Tariff Pages

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>		<u>PAGE</u>	<u>REVISION</u>
Title	Original		34	Original
1	2 nd Revised	*	35	Original
2	Original		36	Original
3	Original		37	1 st Revised
4	Original		38	Original
5	Original		39	Original
6	Original		40	Original
7	Original		41	Original
8	Original		42	Original
9	Original		43	Original
10	Original		44	Original
11	Original		45	Original
12	Original		46	Original
13	Original		47	Original
14	Original		48	Original
15	Original		49	Original
16	Original		50	Original
17	Original		51	Original
18	Original		52	Original
19	Original		53	Original
20	Original		54	Original
21	Original		54.1	Original
22	Original		54.2	Original
23	Original		54.3	Original
24	Original		54.4	Original
25	Original		54.5	Original
26	Original		55	Original
27	Original		56	Original
28	Original			
29	Original			
30	Original			
31	1 st Revised	*		
32	1 st Revised	*		
33	Original			

* - indicates those pages included with this filing

ISSUED: January 11, 2013

EFFECTIVE: February 10, 2013

Paul G. West – Director, Product Marketing
BullsEye Telecom, Inc.
25925 Telegraph Road, Suite 210
Southfield, MI 48033

OH11302

SECTION 2 – REGULATIONS (CONT'D.)

2.7 Cancellation of Service (Cont'd.)2.7.3 Cancellation of Service by Customer After the Service Promise Period

Unless otherwise specified in their contracts, Customers may cancel service only in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features.

(N)
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(N)

After the Service Promise period of forty-five days, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2 all costs, fees and expenses reasonable incurred in connection with

A. Term Contract Service

1. All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
3. Lines Switched to Another Carrier¹ – All lines that are switched to another carrier prior to the contract expiration date, except those switched due to Customer moves, consolidations or splits, are subject to an Early Termination Fee ("ETF") as follows:

MRCs for contracted line rates, feature packages and a la carte features multiplied by the number of months remaining on the term agreement.
4. Disconnected Lines¹ (applicable to Essentials accounts only) – Disconnected lines associated with Essentials accounts will be subject to an ETF based on the following:

MRCs for contracted line rates, feature packages and a la carte features for each line disconnected multiplied by the number of months remaining on the term agreement.
5. ETFs applicable to Corporate Advantage accounts are set forth in the terms and conditions of customer contracts.

(T)
(C)
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(C)

¹ Does not apply to Corporate Advantage or Corporate Contract accounts

2.7 Cancellation of Service (Cont'd.)

(D)

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(D)

BullsEye Telecom, Inc.

EXHIBIT C

Summary of Changes

This filing revises Cancellation of Service.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/11/2013 12:22:14 PM

in

Case No(s). 13-0176-TP-ATA

Summary: Tariff Revision to Revise Local Exchange Tariff electronically filed by Ms. Suzanne Pagana on behalf of BullsEye Telecom, Inc.