



## The CommLaw Group

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November 9, 2007

Dale Hardy Roberts  
Secretary of the Commission  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Missouri 65101

**Re: Broadview Networks, Inc.  
Application for Certificate of Service Authority**

Dear Mr. Roberts:

On behalf of Broadview Networks, Inc. ("Broadview"), enclosed please find an original and fourteen (14) copies of Broadview's Application for Certificate of Service Authority. A copy of Broadview's application, including all Exhibits thereto, has today also been served upon the Office of Public Counsel.

Should there be any questions regarding this matter, kindly contact the undersigned.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this matter, kindly contact the undersigned.

Respectfully submitted,

  
Charles H. Helein

Enclosures

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TITLE PAGE

MISSOURI TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Broadview Networks, Inc. , hereinafter in the text of this tariff referred to as "Broadview" with principal offices at 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573. This tariff applies for services furnished within the state of Missouri. This tariff is on file with the Missouri Public Service Commission, where copies may be inspected during normal business hours.

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ISSUED BY: Charles C. Hunter, Esq.  
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**WAIVER OF STATUTORY  
AND REGULATORY REQUIREMENTS**

**Statutes**

- 392.210.2 - Uniform System of Accounts
- 392.240(1) - Just & Reasonable Rates
- 392.270 - Ascertain Property Values
- 392.280 - Depreciation Accounts
- 392.290 - Issuance of Securities
- 392.300.2 - Acquisition of Stock
- 392.310 - Issuance of stock and debt
- 392.320 - Stock dividend payment
- 392.330 - Issuance of securities, debt and notes
- 392.340 - Reorganizations(s)

**Commission Rules**

- |                        |   |   |
|------------------------|---|---|
| 4 CSR 240-10.020       | - | Depreciation fund income                          |
| 4 CSR 240-30.010(2)(C) | - | Rate schedules should be posted at central office |
| 4 CSR 240-30.040       | - | Uniform system of accounts                        |
| 4 CSR 240-33-030       | - | Inform customers of lowest price                  |
| 4 CSR 240-35           | - | Bypass  |

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

**D** - Delete or discontinue.

**I** - Change Resulting in an increase to a customer's bill.

**M** - Moved from another tariff location.

**N** - New

**R** - Change resulting in a reduction to a customer's bill.

**T** - Change in text or regulation.

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the M.P.S.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the M.P.S.C. follows in its tariff approval process, the most current page number on file with the M.P.S.C. is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).I.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Broadview Networks, Inc.'s underlying carrier's telecommunications network switching center(s).

**Authorization or Account Code** - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of Broadview Networks, Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

**Carrier or Company** - Broadview Networks, Inc.

**Customer** - The person, firm, corporation, end user or other entity which orders or uses services and is responsible for the payment of charges.

**Service Agreement** - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

**M.P.S.C.** - Public Service Commission of the State of Missouri.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Missouri.

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

### **2.1 Undertaking of Company**

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Missouri.

The Company's Services are available to its customers twenty-four hours per day, seven days per week.

### **2.2 Limitations**

**2.2.1** Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.

**2.2.2** Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

**2.2.3** The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

**2.2.4** In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.3 Liabilities of the Company**

- 2.3.1** Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.3.2** Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.
- 2.3.3** Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
  - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
  - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Interruption of Service**

- 2.4.1** Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2** No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.4.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
- 2.4.4** No credit shall be allowed:
- (A) For failure of services or facilities of customer; or
  - (B) For failure of services or equipment caused by the negligence or willful acts of customer.
- 2.4.5** Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
- 2.4.6** Before customer notifies Company of an interruption, customer shall have made reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.4 Interruption of Service (Cont'd)**

- 2.4.7 Credits are applicable only to that portion of service interrupted.
- 2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

**2.5 Restoration of Service**

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the Rules and Regulations of the Public Service Commission of the State of Missouri.

**2.6 Deposits**

The Company does not require a deposit from its customers.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.7    Advance Payments**

The Company does not collect advance payments.

**2.8    Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

**2.9    Collections**

**2.9.1** In the event Company incurs fees or expenses, including attorney's fees, to collect, or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.

**2.9.2** In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

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**SECTION 2 - RULES AND REGULATIONS (Cont'd)**

**2.10 Employee Concessions**

There are no employee concessions.

**2.11 Billing**

Company bills its customers directly.

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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 Usage Based Services**

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begin when the called party answers the call (i.e. when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is sixty (60) seconds.
- 3.1.4 Unless otherwise specified in this tariff, calls are billed in sixty (60) second increments.
- 3.1.5 Usage is measured and rounded up to the next higher increment for billing purposes.
- 3.1.6 There are no billing charges applied for incomplete calls.
- 3.1.7 The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

**3.2 Outbound Interexchange Service**

The Company's service is provided for use by Presubscribed Customers or Authorized User. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the State of Missouri.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

**3.3 Toll Free Inbound Service**

Toll free inbound service provides for the termination of inbound toll-free calls to one-party exchange access lines from points within Missouri to Customer premises within Missouri.

**3.4 Calling Card**

Carrier offers a calling card, which allows Customer to gain access to its long distance service from anywhere in Missouri via a toll-free access number with service billed back to the Customer's account. Calling Card service allows customers to originate outbound, direct dial long distance calls.

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**SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**

**3.5 Directory Assistance**

The Company provides standard Directory Assistance.

**3.6 Services Not Available**

Carrier does not offer 900, 911, collect, or third-party billed calling.

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**SECTION 4 - RATES**

**4.1 General**

Switched equal access services for 1+, toll free access and calling card services are available to business and residential customers 24 hours a day, seven days a week.

**4.2 Billing Increments**

Calls are billed in one-minute increments with a minimum initial billing increment of one minute for 1+ and toll free access services and three minutes for calling card services.

**4.3 Uncompleted Calls**

No charge is made for uncompleted calls.

**4.4 Time-of-Day and Distance Insensitive**

Charges are billed on a flat rated basis. For rates, see Sections 4.7.1 & 4.8.1.

**4.5 Rates for 1+ and Toll Free Access**

The following rates apply to 1+ and toll free access services.

\$0.179/minute

**4.6 Rates for Calling Card Service**

\$0.269/minute

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**SECTION 4 - RATES (Cont'd)**

**4.7 Basic Plan**

**4.7.1 1+ Outbound - Basic Plan**

Switched 1+ Outbound Service is billed in one minute increments with a minimum billing increment of two minutes at the following flat rate:

\$0.14/minute 24 hours per day, every day

**4.7.2 Calling Card Service Plan**

Calling Card Service is billed in one minute increments with a minimum billing increment of one and one-half minutes at the following flat rate:

\$0.24/minute 24 hours per day, every day

**4.7.3 A nonrecurring charge also applies: Account Set-Up Fee: \$6.00/account (BTN)**

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**SECTION 4 - RATES (Cont'd)**

- 4.9** Discounted Calling Plan. Customers may obtain discounted service by purchasing a fixed amount of minutes for a fixed monthly service charge with additional usage charged at a specified per minute rate based on the jurisdictional nature of the call. International calls are not included in the fixed monthly minimum. International calls are billed according to Company's International Tariff on file with the FCC.

- 4.9.1** IntraLATA Call Rates. For presubscribed outbound interstate intraLATA calling service, the rates 24 hours a day, seven days a week are:

1 <sup>st</sup> 1,000 Minutes <u>Or Fraction</u>	Each Add'l Minute or Fraction over <u>1,000 Minutes</u>
\$24.95	\$0.14

- 4.9.2** InterLATA Call Rates. For presubscribed outbound interstate interLATA calling service, the rates 24 hours a day, seven days a week are:

1 <sup>st</sup> 1,000 Minutes <u>Or Fraction</u>	Each Add'l Minute or Fraction over <u>1,000 Minutes</u>
\$24.95	\$0.07

- 4.9.3** A nonrecurring charge also applies: Account Set-Up Fee: \$6.00/account (BTN)

All intrastate (also referred to as in-state) and interstate intraLATA and interLATA calls are included in determining Customer's fixed minutes of use (1,000 minutes) for any given month. International calls are not included. The charges for minutes of use in excess of the fixed monthly minimum is charged pursuant to whether the call is an intraLATA (often referred to as local long distance) or an interLATA call (a call placed between LATAs (local access and transport areas) located in the same state). If a Customer is located in a single-LATA state (for example, New Mexico), all in-state calls which exceed the 1,000 minutes in a given month will be rated at the rates set forth in 4.9.1, above.

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SECTION 4 - RATES (Cont'd)

- 4.10** Flat Rate Plan. Customers may choose the following flat rate plan. Rates are distance, time-of-day, day of week, and jurisdictionally insensitive, that is, do not change up or down depending on when or to where the call is placed.

\$0.21/minute

A nonrecurring charge also applies:

Account Set-Up Fee: \$6.00/account (BTN)

A monthly recurring charge applies to all customers whose usage (based on all call types in-state, interstate or international) is less than \$50.00 per month.

\$4.95/month

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**SECTION 4 - RATES (Cont'd)**

**4.12 Miscellaneous Charge**

A surcharge applies to all remote access calls, including 800/888/877 and calling card calls that are accessed by dialing 800/888/877, originated from payphones.

Per Call  
\$0.40/call

**4.13 Directory Assistance Charge**

A Directory Assistance charge applies whether or not the requested number is provided. Up to two requests for listings within a single area code may be made on each call to Directory Assistance. If Directory Assistance is asked to dial the call, the charges applicable under 4.8 apply for the duration of the call.

Per Call  
\$0.95/call

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**SECTION 4 - RATES (Cont'd)**

**4.14 Reserved for Future Use**

**4.15 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

**4.16 Returned Check Charge**

Carrier charges a fee of \$15.00 for any check returned for insufficient funds.

**4.17 Method of Computing Charges**

Charges for each call are totaled by rate period. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4266 would be rounded up to \$1.43),

**4.18 Monthly Service Fee**

\$4.95

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