

1. REPORT DATE:	02/00/00	:	
2. BUREAU:	FUS	:	
3. SECTION(S):		:	4. PUBLIC MEETING DATE:
5. APPROVED BY:		:	00/00/00
DIRECTOR:		:	
SUPERVISOR:		:	
6. PERSON IN CHARGE:		:	7. DATE FILED: 03/03/00
8. DOCKET NO: A-310932		:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: BROADVIEW NETWORKS, INC

COMP/APP COUNTY: UTILITY CODE: 310932

ALLEGATION OR SUBJECT

APPLICATION OF BROADVIEW NETWORKS, INC, FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCKETED
APR 10 2000

DOCUMENT
FOLDER

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

ORIGINAL

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
TELEPHONE (212) 758-9500
FACSIMILE (212) 758-9526

March 3, 2000

VIA OVERNIGHT DELIVERY

Mr. James J. McNulty, Secretary
Pennsylvania Public Utility Commission
North Office Building, B-20
Corner of North Street and Commonwealth Avenue
Harrisburg, PA 17120

A. 310932

Re: Application of Broadview Networks, Inc.

Dear Mr. McNulty:

On behalf of Broadview Networks, Inc. ("Broadview"), enclosed for filing are an original and three (3) copies of Broadview's Application to provide telecommunications services in the Commonwealth of Pennsylvania. Please also find a check for \$250 to cover the applicable filing fee.

Although Broadview is seeking facilities-based and resold service authority, Broadview will initially provide only resold services. Broadview will file an access tariff for approval by the Commission prior to offering any facilities-based local services.

Please date-stamp the enclosed extra copy of this filing and return it in the attached self-addressed, postage-prepaid envelope provided. Should you have any questions, please do not hesitate to contact James Ferguson at 202-295-8421.

Respectfully submitted,

RECEIVED

MAR 03 2000

James Ferguson
Richard Rindler
Michael Romano
James Ferguson

PA PUBLIC UTILITY COMMISSION
SECRET

cc: Scott Matukas

oo

321854

DOCUMENT
FOLDER

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Broadview Networks, Inc., for approval to offer, render, furnish, or supply telecommunication services as a Reseller of Toll Services to the public in the Commonwealth of Pennsylvania.

Application Docket No.

A. 3109.32

F

19

ORIGINAL

Application of Broadview Networks, Inc., for approval to offer, render, furnish, or supply telecommunication services as an Interexchange Carrier to the public in the Commonwealth of Pennsylvania.

Application Docket No.

F

19

DOCKETED
APR 10 2000

Application of Broadview Networks, Inc., for approval to offer, render, furnish, or supply telecommunication services as a Competitive Local Exchange Carrier to the public in the Commonwealth of Pennsylvania.

Application Docket No.

F

19

RECEIVED

Application of Broadview Networks, Inc., for approval to offer, render, furnish, or supply telecommunication services as a Competitive Access Provider to the public in the Commonwealth of Pennsylvania.

Application Docket No.

F

19

MAR 03 2000

PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

Broadview Networks, Inc. ("Broadview")
45-18 Court Square, Suite 403
Long Island City, NY 11101
Tel: 718/707-8800
Fax: 718/706-9575

DOCUMENT
FOLDER

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

Not applicable.

2. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Richard M. Rindler, Esq.
Michael R. Romano, Esq.
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116
Tel: 202/424-7500
Fax: 202/424-7645

3. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

Richard M. Rindler, Esq.
Michael R. Romano, Esq.
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, DC 20007-5116
Tel.: 202/424-7500
Fax: 202/424-7645

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa.C.S. §311, Form PA. - 953.

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa.C.S. §4124 relating to Department of State filing requirements.

or

- The Applicant is a:
 - domestic general partnership (*)
 - domestic limited partnership (15 Pa.C.S. §8511)
 - foreign general or limited partnership (15 Pa.C.S. §4124)
 - domestic limited liability partnership (15 Pa.C.S. §8201)
 - foreign limited liability general partnership (15 Pa.C.S. §8211)
 - foreign limited liability limited partnership (15 Pa.C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- *If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa.C.S. §4124.

or

- The Applicant is a:
 - domestic corporation (none)
 - foreign corporation (15 Pa.C.S. §4124)
 - domestic limited liability company (15 Pa.C.S. §8913)
 - foreign limited liability company (15 Pa.C.S. §8981)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Please see Exhibit A.

Give name and address of officers.

Vern Kennedy	President, Director
Terrence Anderson	Vice President, Treasurer, Secretary, Director
Tracy Korman	Vice President, Director
Eric Roden	Chief Operating Officer
Scott Matukas	Vice President Administration
Peter Maher	Vice President Sales

The Applicant is incorporated in the State of New York.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (Select and complete appropriate statement)

- Affiliate(s) of the Applicant doing business in Pennsylvania are:

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional affiliate(s).

- If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities. Give the docket numbers for the authority of any jurisdictional predecessor(s).

or

- The Applicant has no affiliates doing or predecessors which have done business in Pennsylvania.

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:** (Select and complete the appropriate statement)

- Affiliate(s) of the Applicant rendering public utility service in any jurisdiction other than Pennsylvania are:

Applicant is authorized to provide all forms of telecommunications services in New York, Rhode Island and Massachusetts, and resold services in New Jersey. Applicant has not been denied the authority to provide telecommunications services in any jurisdiction. In addition to this application, Broadview is seeking authority to provide facilities-based authority in New Jersey and facilities-based and resold local exchange and interexchange telecommunications services, as well as access services, in Delaware, Maryland, New Hampshire and Washington, D.C., and may subsequently seek such authority in additional jurisdictions.

Give name and address of the affiliate(s).

- Predecessor(s) of the Applicant which rendered public utility service in any jurisdiction other than Pennsylvania are:

Give name and address of the predecessor(s).

or

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

8. **TRANSACTIONS WITH AFFILIATES:** (select and complete the appropriate statement)

Identify any affiliate(s) which provide services to or receive services from the Applicant. Describe the nature of the services and how the transactions between or among affiliates will be handled.

or

The Applicant has no affiliates providing service to or receiving services from the Applicant.

9. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

The Applicant is presently doing business in Pennsylvania as a jurisdictional public utility pursuant to authority at Docket No. _____ as a:

Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.

Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.

Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.

Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller in an area previously served by an incumbent local exchange carrier.

Local Exchange Carrier, providing local exchange service as a facilities-based carrier within a defined service territory.

Other. (Identify the nature of public utility service being rendered.)

or

The Applicant is not presently doing business in Pennsylvania as a public utility.

10. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

Reseller of Toll Services, e.g., MTS, 1+, 800 & 888, Out WATS, Travel Cards, Debit Cards, etc.

Competitive Access Provider, e.g., dedicated point-to-point service or IXC transporter.

Interexchange Carrier, e.g., providing toll services as a facilities-based carrier.

Competitive Local Exchange Carrier, e.g., providing local exchange service as a facilities-based carrier or as a reseller.

The Applicant should file a separate application for each category of operation. If the Applicant files multiple applications simultaneously, the applications should cross reference each other. At the time of filing, the Applicant may petition the Commission, pursuant to Section 5.43 of the Commission's Regulations, 52 Pa. Code §5.43, to waive the provisions of Sections 1.34 and 1.43, 52 Pa. Code §§1.34 and 1.43, which require a separate application fee for each application (i.e., multiple fees), and to seek authorization for the payment of one application fee.

11. PROPOSED SERVICES: Describe the services which the Applicant proposes to offer.

Applicant proposes to provide the full range of facilities-based and resold local exchange services to business and residential customers within the Commonwealth of Pennsylvania. These services may include, but will not necessarily be limited to: (i) local exchange access services to single-line and multi-line customers; (ii) local exchange services to customers of Petitioner's end user access line services; and (iii) dedicated and special carrier access services to other common carriers. Applicant's services will be available on a full-time basis, 24 hours a day, seven days a week. In addition, Applicant proposes to provide resold and facilities-based intrastate interexchange telecommunications services, including direct-dialed ("1+") message telecommunications services, 800/888/877 services, operator services (to presubscribed customers), and calling card services to and from all points within the Commonwealth of Pennsylvania.

Subject to demand and overall economic circumstances, Applicant may subsequently offer additional services.

Initially, Broadview will market its local exchange services within all areas for which the Commission will grant such authority, including the service areas of Bell Atlantic, GTE and Sprint, when and where suitable facilities are available for resale under reasonable terms and conditions. When market conditions warrant, Broadview will provide facilities-based service in response to customer demand.

12. SERVICE AREA: Describe the geographic service area in which the Applicant proposes to offer services.

Applicant seeks authority to provide service throughout the Commonwealth of Pennsylvania as described in response to question 11 above. However, for local services, Applicant proposes at this time to serve only the territories of Bell Atlantic GTE and Sprint.

Additionally, the Applicant represents that it will not be a rural telephone company.

State which provision of the federal Telecommunications Act of 1996 is applicable to the Applicant's status if the Applicant is a rural telephone company.

13. **MARKET:** Describe the customer base to which the Applicant proposes to market its services.

Applicant proposes to market its services to residential and business customers.

14. **INITIAL TARIFF:** Attach to the Application a proposed Initial Tariff setting forth the rates, rules, and regulations of the Applicant. The tariff shall state on its cover sheet the nature of the Applicant's operations as identified in Item 10, above.

Please see Exhibit B and Exhibit C.

15. **FINANCIAL:** Provide a general description of the Applicant's capitalization and, if applicable, its corporate stock structure.

Broadview is financially qualified to provide facilities-based and resold local exchange and interexchange services in Pennsylvania. In particular, Broadview has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application. Broadview is a wholly owned subsidiary of Broadview Networks Holdings, Inc. ("BNHI"). To date BNHI has raised over \$42,000,000 of equity capital. Additionally, Broadview itself, funded with over \$20,000,00 of intercompany receivables, has a committed \$36,000,000 line of credit provided by a third party lender. BNHI intends to fund any operating losses or capital requirements through a combination of intercompany contributions and borrowings under the line of credit. With access to the substantial financial resources of its parent company, Broadview is financially well qualified under applicable Pennsylvania law.

Attach to the Application a tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania.

Attached, as Exhibit E hereto is a copy of Broadview's tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania. Broadview's financial statements constitute confidential and proprietary information and, therefore, are submitted under seal. Broadview respectfully requests that such information not be provided to persons other than parties to this proceeding and not released to such parties until such time as a protective order is in place.

The name, title, address, telephone number, and FAX number of the Applicant's custodian for its accounting records and supporting documentation are:

**Larry Edelson-Kayne, Vice President - Controller
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101
Tel: 718/706-0921
Fax: 718/706-9575**

The Applicant's accounting records and supporting documentation are, or will be, maintained at:

Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101
Tel: 718/707-8800
Fax: 718/706-9575

16. **START DATE:** The Applicant proposes to begin offering services as soon as feasible following the docketing of this application (approximate date).
17. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceedings before the Commission.

Not applicable.

The Applicant is under a continuing obligation to amend this Application if any matter asserted herein changes during the pendency of the Application or while the Applicant is providing public utility service within the Commonwealth.

18. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

Bernard A. Ryan, Jr.
Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Office of Trial Staff -- 1 copy
Office of Special Assistants -- 1 copy
Bureau of Consumer Services -- 1 copy
Bureau of Fixed Utility Services -- 1 copy
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 1710-3265

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 & 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

- 19. AFFIDAVIT:** Attach to the Application an affidavit as follows:

See the executed affidavit at the end of this application.

AFFIDAVIT

State of New York :

County of Queens :

ss.

Scott Matukas, Affiant, being duly sworn according to law, deposes and says that:

He is Vice President – Administration and Human Resources of Broadview Networks, Inc.;

That he is authorized to and does make this affidavit for said corporation;

That Broadview Networks, Inc., the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996; or with other applicable statutes or regulations;

That Broadview Networks, Inc., the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That the facts above set forth are true and correct to the best of his knowledge, and that he expects said corporation to be able to prove the same at any hearing hereof.

Scott Matukas
Signature of Affiant

Subscribed and sworn to before me this 3rd day of March, 2000.

Henry B. Katz 02KAS078837
Signature of official administering oath Henry B. Katz

My commission expires: 6-2-2001

20. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the federal Communications Act of 1996. Provide supporting facts.

Not applicable.

21. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Neither the Applicant, an affiliate, a predecessor of either, nor a person identified in this Application has been convicted of a crime involving fraud or similar activity.

There are no proceedings dealing with business operations, in the last five years, in which Broadview Networks, Inc., an affiliate, a predecessor of either or a person identified in the Application has been a defendant or a respondent.

22. **CONTACT FOR RESOLVING COMPLAINTS:** Provide the name, address, telephone number, and FAX number for the person and an Alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Steve Andreassi
Managing Director - Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101
Tel: (718) 706-0921
Fax: (718) 706-9575

Alternate Contact:
Scott Matukas
Vice President – Administration and Human Resources
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101
Tel: (718) 707-8815
Fax: (718) 706-9575

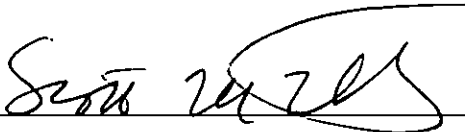
23. FALSIFICATION: The Applicant understands that the making of false statements herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.

24. CESSATION: The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: Broadview Networks Inc.

By: Scott Matukas

Title: Vice President - Administration
and Human Resources

Signature:  _____

LIST OF EXHIBITS

- EXHIBIT A** Articles of Incorporation Certificate of Authority to Transact Business
- EXHIBIT B** Proposed Competitive Local Exchange Tariff
- EXHIBIT C** Proposed Interexchange Tariff
- EXHIBIT D** Tentative Operating Balance Sheet and Projected Income Statement for
the First Year of Operation within the Commonwealth of Pennsylvania
- VERIFICATION**

EXHIBIT A

ARTICLES OF INCORPORATION
and
CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

F 910605000

INFO.

CERTIFICATE OF INCORPORATION

OF

BRIAR JOY DEVELOPMENT CORPORATION

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 05 1991

TAX \$ 10

BY: SAC

St Lawrence

FILER:

Thomas J. Lynch, Esq.
4514 Wilderness Way
Syracuse, NY 13215

SC 3/10

REFERENCE # 15192-828066

INFO.

DILL

F910605000194

CERTIFICATE OF INCORPORATION

INFO.

BRIAR JOY DEVELOPMENT CORPORATION

Under Section 402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

(1) The name of the Corporation is:

BRIAR JOY DEVELOPMENT CORPORATION

(2) The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized pursuant to the Business Corporation Law of the State of New York. The Corporation is not to engage in any act or activity requiring any consents or approvals by law without such consent or approval first being obtained.

For the accomplishment of the aforesaid purposes, and in furtherance thereof, the Corporation shall have, and may exercise, all of the powers conferred by the Business Corporation Law upon corporations formed thereunder, subject to any limitations contained in Article 2 of said law or in accordance with the provisions of any other statute of the State of New York.

(3) The number of shares which the Corporation shall have the authority to issue is 200 at no par value.

(4) The principal office of the corporation is to be located in the County of St. Lawrence, State of New York.

(5) The Secretary of State is designated as agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

c/o Thomas J. Lynch, Esq.
4514 Wilderness Way
Syracuse, NY 13215

The undersigned incorporator is of the age of eighteen years or older.

IN WITNESS WHEREOF, this certificate has been subscribed this 4th day of June, 1991 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Joan Terry
Joan Terry, Incorporator

500 Central Avenue, Albany, NY 12206
Address

9888 06 19

Green of New York

1050830000263

PLEASE TAKE NOTE THAT THE WITHIN IS A
CERTIFIED TRUE COPY OF A
ENTERED IN THE OFFICE OF THE
COUNTY CLERK ON
AT NEW YORK

THE UNDERSIGNED AN ATTORNEY ADMITS TO THE COURT
IN THE COURTS OF NEW YORK STATE HAS REVIEWED THE
THE ANNEXED
HAS BEEN COMPARED BY ME WITH THE ORIGINAL AND IS A
TRUE AND COMPLETE COPY THEREOF

ATTORNEY

ATTORNEY

56, June 11 1955

56, June 11 1955

FILED

RECEIVED
JUN 30 10 18 AM '55

CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION OF
BRIAN JOY DEVELOPMENT CORPORATION

Return Filing Receipt to:

Rifken, Frankl, Greenman & Kline
5789 Widewaters Parkway
Post Office Box 450
Devitt, New York 13214-0450

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 8 1955
TAX 61554
DR

[Handwritten signature]

VANGUARD-52

BILLED

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1050830000263

VANGUARD-52

CERTIFICATE OF AMENDMENT
OF THE CERTIFICATE OF INCORPORATION
OF BRIAR JOY DEVELOPMENT CORPORATION
Under Section 805 of the Business Corporation Law

95083000063

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, being the President and Secretary of Briar Joy Development Corporation (the "Corporation"), do hereby certify and set forth:

FIRST: The name of the Corporation is Briar Joy Development Corporation.

SECOND: The Certificate of Incorporation of the Corporation was filed with the Department of State on June 5, 1991.

THIRD: (a) Paragraph 3 of the Certificate of Incorporation relating to the authorization of shares is hereby changed to read as follows:

The number of common shares which the Corporation shall have the authority to issue is 2,500,000 at par value of \$.50 per share.

(b) There are presently 200 shares of no par value common stock authorized, of which 110 shares are issued and outstanding and 90 shares are unissued. The amendment to the Certificate of Incorporation is intended to: (1) change the 110 shares of authorized and issued stock at the rate of 1 to 1 to 110 shares of authorized and issued common stock at \$.50 par value, and to change the 90 shares of authorized and unissued stock at the rate of 1 to 1 to 90 shares of common stock at \$.50 par value; and (2) increase the authorized shares of common stock from 200 to 2,500,000 common stock. As a result of this change, there will be 110 shares of common stock issued and outstanding at \$.50 par value, and 2,499,890 shares authorized and unissued, at \$.50 par value per share.

FOURTH: Paragraph 5 of the Certificate of Incorporation relating to the service of process is hereby changed to read as follows:

The Secretary of State is designated as agent of the Corporation upon whom process against it may served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon it is as follows:

Briar Joy Development Corporation
108 East Washington Street
Syracuse, New York 13202

FIFTH: The following paragraph shall be added to the Certificate of Incorporation as Paragraph 6, as follows:

The directors of the Corporation shall not be personally liable to the Corporation or its shareholders for damages for any breach of duty in such capacity occurring after the adoption of the provisions authorized in this Certificate of Incorporation, provided, however, that the provisions contained herein shall not eliminate or limit such directors' liability if a judgment or other final adjudication adverse to the director establishes that the director's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of the law, or that the director personally gained in fact a financial profit or other advantage to which the director was not legally entitled, or that the director's acts violated the provisions of Section 719 of the New York Business Corporation Law.

SIXTH: The following paragraph shall be added to the Certificate of Incorporation

as Paragraph 7, as follows:

The Corporation shall, to the fullest extent permitted by Article 7 of the Business Corporation Law of the State of New York, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Article from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Article, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Law, resolution of shareholders, resolution of directors, agreement, or otherwise, as permitted by said Article, as to action in any capacity in which he served at the request of the Corporation.

SEVENTH: The foregoing amendment was authorized by unanimous vote of the Board of Directors of the Corporation, followed by a vote of the holders of a majority of all the outstanding shares entitled to vote at a meeting of the shareholders, which was held on May 3, 1995.

IN WITNESS WHEREOF, this Certificate of Amendment of the Certificate of Incorporation has been subscribed this 21th day of June, 1995, by the undersigned who affirm that the statements made herein are true under the penalties of perjury.


Frank S. Caruso, Jr., President


Frank S. Caruso, Sr., Secretary

F970820000296

CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION OF
BRIAR JOY DEVELOPMENT CORPORATION

Aug 20 10 03 AM

RECEIVED

STATE OF NEW YORK
DEPARTMENT OF STATE

VANGUARD-52

FILED AUG 20 1997

TAX \$ 0

BY: JAH

St. Lawrence

BILLED

Filer: Rifken, Frankel & Greenman, P.C.
5789 Widewaters Parkway
DeWitt, New York 13214-2811
Telephone: (315) 449-0737

3

970820000302

F970820000296

CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION OF
BRIAR JOY DEVELOPMENT CORPORATION

VANGUARD-52

Under Section 805 of the Business Corporation Law

Pursuant to the provisions of Section 805 of the Business Corporation Law, the undersigned, being the President and Secretary of Briar Joy Development Corporation (the "Corporation"), do hereby certify and set forth:

FIRST: The name of the Corporation is Briar Joy Development Corporation.

SECOND: The Certificate of Incorporation of the Corporation was filed with the Department of State on June 5, 1991.

THIRD: Paragraph 3 of the Certificate of Incorporation, relating to the authorization of shares is hereby changed to read as follows:

The number of common shares which the Corporation shall have the authority to issue is 2,500,000 at \$0.10 par value per share.

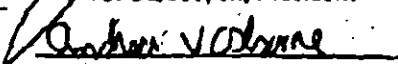
FOURTH: There are presently 2,500,000 shares of stock at \$0.50 par value common stock authorized, of which 1,429,858 shares have been issued and outstanding and 1,070,144 shares remain unissued. The Amendment to the Certificate of Incorporation is intended to provide 1,429,858 shares issued and outstanding at \$0.50 par value per share to be changed into 1,429,858 shares issued and outstanding at \$0.10 par value per share at the rate of 1:1; and there will be 1,070,144 shares unissued at \$0.50 par value per share that will be changed into 1,070,144 shares unissued at \$0.10 par value per share at the rate of 1:1.

FIFTH: The above and foregoing amendment to the Certificate of Incorporation was authorized by unanimous vote of the Board of Directors of the Corporation, followed by a majority vote of the holders of a majority of all the outstanding shares entitled to vote therein at a meeting of the shareholders held on the 13th day of August, 1997.

IN WITNESS WHEREOF, this Certificate of Change of the Certificate of Incorporation has been subscribed this 19 day of August, 1997, by the undersigned who affirm that the statements made herein are true under the penalties of perjury.



Frank S. Caruso, Jr., President



Andrea Osborn, Secretary

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F 971002000358

CERTIFICATE OF MERGER OF
SCC TELECOMMUNICATIONS, INC.

INTO

BRIAR JOY DEVELOPMENT CORPORATION

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

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STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 0 2 1997
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BY: JW
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VANGUARD-52

FILED
OCT 2 11 58 AM '91

Filer: Rifken, Frankel & Greenman, P.C.
5789 Widewaters Parkway
DeWitt, New York 13214-2811
Telephone: (315) 449-0737

BILLED

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971002000387

JW

971002000358
CERTIFICATE OF MERGER

OF
SCC TELECOMMUNICATIONS, INC.

INTO
BRIAR JOY DEVELOPMENT CORPORATION

VANGUARD-52

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

The undersigned, being the President and the Secretary, respectively, of SCC Telecommunications, Inc., and being the President and the Secretary of Briar Joy Development Corporation, both corporations being domestic corporations organized and existing under and by virtue of the laws of the State of New York, and a plan of merger having been adopted by the Board of Directors of each constituent corporation, do hereby certify:

(1) The name of each constituent corporation is as follows:

SCC Telecommunications, Inc.
Briar Joy Development Corporation

(2) The surviving corporation is Briar Joy Development Corporation, which shall as of the effective date of the merger change its corporate name to "SCC Telecommunications, Inc."

(3) The designation, number, and voting rights of the outstanding shares of each constituent corporation are as follows:

- a) SCC Telecommunications, Inc. has 1,000 shares of capital stock outstanding all of which is common stock and fully entitled to vote.
- b) Briar Joy Development Corporation has 1,839,856 shares of capital stock outstanding all of which is common stock and fully entitled to vote.

(4) The date when the Certificate of Incorporation of SCC Telecommunications, Inc. was filed by the Department of State is the 26th day of August, 1997.

The date when the Certificate of Incorporation of Briar Joy Development Corporation was filed by the Department of State is the 5th day of June, 1991.

(5) The merger of SCC Telecommunications, Inc. and Briar Joy Development Corporation was authorized in respect to SCC Telecommunications, Inc., a constituent corporation, by the vote of the sole holder of its capital stock on September 18, 1997.

The merger of SCC Telecommunications, Inc. and Briar Joy Development Corporation was authorized in respect to Briar Joy Development Corporation, a constituent corporation, by resolution of the Board of Directors of Briar Joy Development Corporation on September 18, 1997 and by a vote of holders of at least two-thirds of the outstanding shares of capital stock of Briar Joy Development Corporation present and voting at a special meeting of shareholders duly called, noticed, and held in accordance with §903 of the Business Corporation Law, on September 29, 1997, where the affirmative votes were cast with respect to shares which constituted not less than a quorum.

IN WITNESS WHEREOF, the undersigned have executed and signed this Certificate on this 30th day of September, 1997 and affirm that the statements made herein are true under the penalties of perjury.

BRIAR JOY DEVELOPMENT CORPORATION

By: 
Frank S. Caruso, Jr., President

By: 
Andrea Osborne, Secretary

SCC TELECOMMUNICATIONS, INC.

By: 
Vern M. Kennedy, President

By: 
Terrence J. Anderson, Secretary

CSC 45

CSC 45

180421000 *64*

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF INCORPORATION

OF

SCC TELECOMMUNICATIONS, INC.

Under Section 805 of the Business Corporation Law

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STATE OF NEW YORK
DEPARTMENT OF STATE
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TAX \$ _____
BY: *Jess St. Lawrence*

DUQUETTE & TIPTON LLP
405 Lexington Avenue
New York, NY 10174

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**CERTIFICATE OF AMENDMENT OF THE
CERTIFICATE OF INCORPORATION
OF
SCC TELECOMMUNICATIONS, INC.**

Under Section 805 of the Business Corporation Law

The undersigned, Vern M. Kennedy, President, and Terrence J. Anderson, Secretary, of SCC Telecommunications, Inc., a corporation organized and existing under the laws of the State of New York (the "Corporation"), do hereby certify as follows:

FIRST: The name of the Corporation is SCC Telecommunications, Inc. The name under which the Corporation was formed is Briar Jay Development Corporation.

SECOND: The Certificate of Incorporation of the Corporation (the "Certificate") was originally filed in the Office of the Secretary of State of the State of New York on June 5, 1991.

THIRD: The amendment of the Certificate effected by this certificate is as follows: to change the name of the Corporation.

FOURTH: To accomplish the foregoing amendment, Article FIRST of the Certificate relating to the name of the Corporation is hereby amended to read as follows:

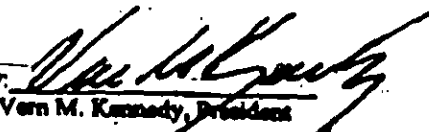
"The name of the Corporation is Community Networks, Inc."

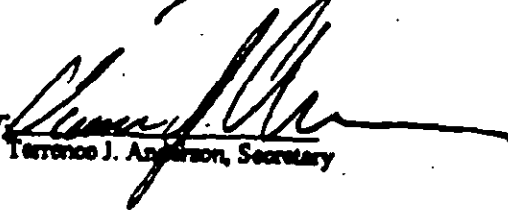
FIFTH: This Certificate of Amendment was duly adopted in accordance with the provisions of Sections 615, 708 and 805 of the Business Corporation Law of the State of New York, to wit, by a unanimous written consent of the directors of the Corporation, followed by the written consent of the sole shareholder of the Corporation.

• • •

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IN WITNESS WHEREOF, the undersigned have hereunto signed their names and do verify and affirm, under penalty of perjury, that the statements contained herein are true and correct and that this Certificate of Amendment is the act and deed of the Corporation as of this 16th day of April, 1998.

By: 
Vern M. Kennedy, President

By: 
Terrance J. Anderson, Secretary

DCT-05-1999 83135

C.T. CORP. SYSTEM

212/315-2751

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CT-07

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
COMMUNITY NETWORKS, INC.
UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

MAYER BROWN & PLATT
1675 BROADWAY
NEW YORK, NY 10019

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STATE OF NEW YORK
DEPARTMENT OF STATE

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**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
COMMUNITY NETWORKS, INC.**

Under Section 803 of the New York Business Corporation Law

The undersigned, Vern M. Kennedy, President, and Terrence J. Anderson, Secretary, of COMMUNITY NETWORKS, INC., a New York corporation (the "Corporation"), hereby certify as follows:

1. The name of the Corporation is Community Networks, Inc. The name under which the Corporation was formed is Briar Jay Development Corporation.
2. The Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") was originally filed in the Office of the Secretary of State of the State of New York on June 5, 1991.
3. The Certificate of Incorporation is hereby amended to change the name of the Corporation to Broadview Networks, Inc. by deleting Article FIRST in its entirety and replacing it with the following:

FIRST: The name of the Corporation is Broadview Networks, Inc.
4. The foregoing amendment was duly authorized pursuant to Sections 615, 708 and 803(a) of the New York Business Corporation Law, to wit, by a unanimous written consent of the directors of the corporation, followed by the written consent of the sole shareholder of the Corporation.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and do verify and affirm, under penalty of perjury, that the statements contained herein are true and correct and that this Certificate of Amendment is the act and deed of the Corporation as of this 5th day of October, 1999.

By: /s/ Vern M. Kennedy

Name: Vern M. Kennedy

Title: President

By: /s/ Terrence J. Anderson

Name: Terrence J. Anderson

Title: Secretary

2

Microfilm Number

Filed with the Department of State on

Entity Number

2906984

Kim Fitzgerald
Secretary of the Commonwealth

APPLICATION FOR CERTIFICATE OF AUTHORITY

DSCa:16-4124/124 (Rev 90)

Indicate type of corporation (check one):

Foreign Business Corporation (15 Pa.C.S. § 4124)

Foreign Nonprofit Corporation (15 Pa.C.S. § 6124)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned association hereby states that:

1. The name of the corporation is: BROADVIEW NETWORKS, Inc.

2. The name which the corporation adopts for use in this Commonwealth is (complete only when the corporation must adopt a corporate designator for use in Pennsylvania):

3. (If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following):

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:34-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

New York

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

45-18 COURT SQUARE SUITE 200 LONG ISLAND CITY NY 11101
Number and Street City State Zip

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) 7016 Redcoat Dr EBERTON PA 19031
Number and Street City State Zip County

(b) c/o: John Coar % Broadview Networks, Inc.
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

PA DEPT. OF STATE

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EXHIBIT C

PROPOSED INTEREXCHANGE TARIFF



TITLE SHEET

INTEREXCHANGE RESOLD AND FACILITIES-BASED SERVICES TARIFF

This tariff applies to the Resold and Facilities-Based Interexchange Telecommunications Services furnished by Broadview Networks, Inc. ("Broadview" or "Carrier") between one or more points in the Commonwealth of Pennsylvania. This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 45-18 Court Square, Suite 403, Long Island City, NY 11101.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

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Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SYMBOLS

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

- C - To signify Changed Regulation
- 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
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

TARIFF FORMAT (Cont'd)

- 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).(1).

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Code - A sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier or Company - Refers to Broadview Networks, Inc.

Commission - Refers to the Pennsylvania Public Utility Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Message, Toll – A message between different local calling areas.

Message Toll Service (MTS)– A service that involving facilities for telecommunications between local service areas.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of The Company

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating between points within the Commonwealth of Pennsylvania. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2 The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 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.
- 2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Pennsylvania Public Utility Commission regulations, policies, orders, and decisions.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use of the Company's Service (Cont'd)

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

2.3 Limitations

2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.

2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Assignment and Transfer

2.4.1 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

2.5 Use of Company's Service by Others

2.5.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for resold or shared services are those appearing in this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or the Pennsylvania Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability of the Company

- 2.6.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer as described in Section 2.11, for the period during which the faults in transmission occur.
- 2.6.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.6.5 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability of the Company (Cont'd)

2.6.6 If the Company underbills as a result of the Company's omission or negligence and the amount owed by the customer has accumulated over a period of one month and exceeds \$25.00, the Company shall offer and enter into reasonable arrangements for the payment of the amount owed by the customer within 90 days from the date that the Company becomes aware of the underbilling.

If the Company overbills a customer, the Company may refund the overbilled amount by a credit on future bills; provided that if the refund amount is \$25.00 or more, the carrier shall offer the customer a choice of a cash refund.

2.6.7 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- 1) Any act or omission of: (a) the Customer or Authorized User, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability of the Company (Cont'd)

2.6.7 (Cont'd)

- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance;
- 6) Any noncompletion of calls due to network busy conditions;
- 7) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Customer, its Authorized Users, guests, patrons, visitors or other transient third parties using the services of the Company through the Customer's equipment, or any other entity

Issued: March 4, 2000

Effective: May 4, 2000

Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Responsibilities of the Customer

2.7.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 1) The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available to other users by the Customer.
- 2) If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 3) The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 Responsibilities of the Customer (Cont'd)

2.7.1 (Cont'd)

- 4) The Customer shall ensure that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 5) The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- 6) The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 7) The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 8) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service

2.8.1 Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- 1) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);
- 4) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or Account Codes assigned to the Customer; and
- 5) any and all calls placed to a toll-free number (e.g., "800" or "888") provided to the Customer by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service (Cont'd)

2.8.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

Non-recurring charges for installations, service connections, moves or rearrangements are due and payable within thirty (30) days after the closing date printed on the invoice or bill mailed to the Customer by the Company. Billing thereafter will include recurring charges and actual usage as defined below:

- 1) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, facility, arrangement or component is discontinued.
- 2) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the closing date printed on the bill mailed to the Customer by the Company.
- 3) When service does not begin on the first day of the month, or end on the last day of the month, the recurring 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 thirty (30) days.
- 4) When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service (Cont'd)

2.8.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Pennsylvania Public Utility Commission with 1) any unresolved dispute or 2) disputed charges for which the Company refuses an adjustment if disputed charges were reported to the Company after thirty (30) days from the closing date on the Customer's bill.

Pennsylvania Public Utility Commission
Post Office Box 3265
North Office Building
Harrisburg, Pennsylvania 17105-3265

or

Pennsylvania Public Utility Commission
North Office Building, B-20
North Street and Commonwealth Avenue
Harrisburg, Pennsylvania 17120
(717) 783-1740

2.8.4 Taxes

The Company reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service (Cont'd)

2.8.5 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Pennsylvania law.

2.8.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Pennsylvania law.

2.8.7 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8.8 Non-Routine Installation Charges

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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service (Cont'd)

2.8.9 Charges for Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this tariff, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

2.10 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company reasonably determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Refunds or Credits for Service Outages or Interruptions

- 2.11.1 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.11.2 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.11.3 Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.11.4 The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Refunds or Credits for Service Outages or Interruptions (Cont'd)

2.11.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.11.6 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Cancellation or Termination of Service

2.12.1 Cancellation by Customer

Customers of presubscribed long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.12.2 Cancellation by Company

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until thirty (30) days from the closing date printed on the Customer's bill.

- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
 - 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - 3) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Cancellation or Termination of Service (Cont'd)

2.12.2 (Cont'd)

- 4) For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- 5) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
- 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 7) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 9) For periods of inactivity over sixty (60) days.
- 10) The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll-free calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's service, with five (5) days written notice.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.13 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.14 Customer Provided Equipment

2.14.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

2.14.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.14 Customer Provided Equipment (Cont'd.)

2.14.3 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 facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.15 Company Provided Equipment

2.15.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.15.2 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

2.15.3 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.17 Availability of Toll-Free Numbers

2.17.1 The Company will make every effort to reserve toll-free (e.g., "800" or "888") vanity numbers on behalf of customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the customer requesting the number.

2.17.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free number service to another carrier (e.g., "porting" of the 800/888 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.18 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, and compensation to payphone service providers for the use of their payphones to access Company services.

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SECTION 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Carrier network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

3.2 Calculation of Distance

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

$$\text{FORMULA} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 3. EXPLANATION OF RATES (Cont'd)

3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

3.4 Time Periods

Unless otherwise indicated, the following time periods apply:

- (a) Day Rate Period - The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Evening Rate Period - The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.
- (c) Night Rate Period - The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (d) Holidays - On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (e) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.1 CUSTOMER DIALED SERVICE

A. Station-to-Station Service rates apply to a call that is dialed and completed by a Customer without the assistance of an operator.

1. The services of an operator are not used to complete such a call or to furnish any information or assistance relating to billing or charges for such a call, except for the following circumstances:

- a. An operator will place a call for a calling party who identifies himself as being handicapped and unable to dial the call because of the handicap.
- b. An operator will record the originating telephone number where automatic recording equipment is not available to record the number.
- c. An operator will re-establish a call that was interrupted after the called number was reached.
- d. An operator will reach the called telephone number where facilities are not available for Customer dial completion.

2. IntraMunicipality Toll Calls Service—With Municipal Calling service, Customer dialed station-to-station service is allowed with a municipality or portions of a municipality served by exchanges within a single LATA without the application of toll charges, except for calls originated by or terminating to a foreign exchange line which is supplied dial tone from a central office other than that which serves the address at which the foreign exchange line service is located.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.1 CUSTOMER DIALED SERVICE

A. (Cont'd)

3. Calling Card Service rates apply to a call that is dialed by a Customer in accordance with standard dialing instructions and billed to a calling card number. The services of an operator are not used to dial the called party other than as excepted below.
 - a. When facilities are not available for Customer dial completion.
 - b. Operator dialed station-to-station sent-paid calls for handicapped persons unable to dial calls because of their handicap.
 - c. Re-establishing a call that was interrupted after the called number was reached.
 - d. Recording the originating telephone number where automatic recording equipment is not available to record the number.
4. Collect or Bill to Third Number Service rates apply to a call which is dialed by the Customer and billed to the called party or to a third number with operator assistance.
5. Collect or Bill to Third Number Mechanized Service rates apply to a call which is dialed by the Customer and billed to the called party or to a third number through interaction with a mechanized system.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.1 CUSTOMER DIALED SERVICE

A. (Cont'd)

6. Person-to-Person Service rates apply to a call where the person originating the call dials the called number and specifies to the operator a particular person to be reached, or a particular mobile station to be reached through a miscellaneous common carrier operator, or a particular station, department, or office to be reached.

4.2 OPERATOR DIALED SERVICE

- A. Station-to-Station Service rates apply to a station-to-station call when the operator dials the called telephone number, other than as excepted below, or to calls which involve a request for information relating to the billing or charges for a call.

1. Exceptions are:

- a. When facilities are not available for Customer dial completion.
- b. Operator dialed station-to-station sent-paid calls for handicapped persons unable to dial calls because of their handicap.
- c. Re-establishing a call that was interrupted after the called number was reached.
- d. Recording the originating telephone number where automatic recording equipment is not available to record the number.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 OPERATOR DIALED SERVICE (Cont'd)

A. (Cont'd)

2. Calling Card Service rates apply to a call that is dialed by the operator and billed to a calling card. However, this class of service does not apply to the excepted operator services specified above when used with Customer dialed Calling Card service.
3. Collect or Bill to Third Number Service rates apply to a call which is dialed by the operator and billed to the called party or to a third number. However, this class of service does not apply for the excepted operator services specified above when used with Customer dialed collect or bill to third number service.
4. Person-to-Person Service rates apply to a call dialed by the operator where the person originating the call specifies to the operator a particular person to be reached or a particular mobile station to be reached through a miscellaneous common carrier operator, or a particular station, department, or office to be reached.
5. When a person originating a call wishes arrangements made in advance with a particular party or station for the establishment of a connection at a specified time (appointment call), the call is classified as operator dialed person-to-person.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 OPERATOR DIALED SERVICE (Cont'd)

A. (Cont'd)

6. The Company is responsible for the collection of charges. Charges for all classes of service are generally billed against or collected from the calling number. Upon request, toll charges may be billed against or to the following telephone or number:
 - a. Against or collected from the called telephone (i.e., charges may be reversed) if the charges are accepted at the called telephone.
 - b. To a calling card number.
 - c. To a third telephone number (i.e., billed to a telephone number other than the calling or called number).
 - d. A charge may not be billed to a coin telephone.
7. Timing of Messages--on all station-to-station calls, chargeable time begins when the connection is established between the calling telephone and the called telephone, miscellaneous common carrier mobile radio system, or PBX system.
8. On person-to-person calls, chargeable time begins when connection is established between the calling person and the particular person or stations specified or an agreed alternative.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 OPERATOR DIALED SERVICE (Cont'd)

A. (Cont'd)

9. Chargeable time ends when the calling telephone hangs up thereby releasing the network connection. If the called telephone hangs up but the calling party does not, chargeable time ends when the network connection is released, either by automatic timing equipment in the telecommunications network or by an operator.
10. Time Periods-- MTS calls, the date, day and time when the initial connection occurs and when each additional minute begins determine the application of rates.
 - a. Day Rates apply Monday through Friday from 8AM to, but not including 5PM.
 - b. Evening Rates apply Sunday through Friday from 5PM to, but not including 11PM.
 - c. On Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Labor Day, or on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1, or July 4, respectively, the holiday rate is the evening rate, unless a lower rate would normally apply.
 - d. Night and Weekend Rates apply Sunday through Thursday from 11PM to, but not including 8AM of the following day, and from 11PM Friday to, but not including 5PM Sunday.

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Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 OPERATOR DIALED SERVICE (Cont'd)

A. (Cont'd)

11. Determination of Rate Airline Miles

- a. MTS rates between points (cities, towns, or localities) are based on the airline distance between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.
- b. For the purpose of determining rate distances, a vertical V and horizontal H coordinate system is used. The V&H system consists of a series of coordinates which represents a theoretical grid of vertical and horizontal lines covering the Commonwealth of Pennsylvania. The spacing between these lines is about 1,670 feet, and an intersection of any two grid lines represents the center of an area approximately 1/10 of a square mile designated by two coordinates.
- c. The location of a rate center expressed in latitude and longitude is converted mathematically to its grid location, that is, V and H coordinates (vertical and horizontal). These coordinates permit calculation of the distance between any two such rate centers.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 OPERATOR DIALED SERVICE (Cont'd)

A. (Cont'd)

12. Determination of Rate Airline Miles (Cont'd)

- d. To determine the rate distance between any two rate centers, compute airline mileage distances for use with Message Toll Telephone service (Long Distance MTS) in accordance with the following steps.
 - i. Obtain the V and H coordinates for each rate center.
 - ii. Obtain the difference between the V coordinates of the two rate centers. Obtain the difference between the H coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
 - iii. Divide each of the differences obtained by three, rounding each quotient to the nearer integer.
 - iv. Square the two integers obtained and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained by three and repeat Step 4. Repeat until the sum of the squares is less than 1778.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.2 OPERATOR DIALED SERVICE (Cont'd)

A. (Cont'd)

12. Determination of Rate Airline Miles- (Cont'd)

- v. The number of successive divisions by three in Steps 3 and 4 determine the value of N. Multiply the final sum of the two squares obtained in Step 4 by the multiplier specified for this value of N. Where N is 1, multiplier is 0.9, N is 2, multiplier is 8.1, N is 3, multiplier is 72.9, N is 4, multiplier is 656.1, N is 5, multiplier is 5904.9 and N is 6, multiplier is 53144.1.
- vi. Obtain the square root of product in Step 5 and with any resulting fraction, round up to next higher integer This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in Step 5, the minimum rate mileage corresponding to the N value is applicable. The minimum rate mileage for N is applicable for N of 2 through 6 and is 41, 121, 361, 1081 and 3241 respectively.

13. Determination of Rate Airline Miles--An alphabetical list of each exchange in the Commonwealth of Pennsylvania with its corresponding V and H coordinates is included in National Exchange Company Association, Inc., Tariff FCC No. 4, and is incorporated herein by reference.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.3 RATES AND CHARGES

- A. An incremental charge applies in addition to the appropriate initial period rate or per message charge for the Customer dialed and operator dialed calls listed below.
1. Customer Dialed—Calling card, coiled or bill to third number, collect or bill to third number mechanized, person-to-person, coin paid station-to-station, and coin-less collect mechanized.
 2. Operator Dialed—Station-to-station, calling card, collect or bill to third number, person-to-person, and coin paid station-to-station.

4.4 RATE APPLICATION

- A. Customer Dialed rates apply when the calling party actually dials the called party's telephone number.
- B. Operator Dialed rates apply when the calling party dials zero for operator and the operator dials the called party's telephone number.

SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.4 RATE APPLICATION (Cont'd)

- C. Incremental Charges—On Customer dialed or operator dialed calling card, collect or bill to third number/mechanized, person-to-person or coin paid station-to-station, and operator dialed station-to-station calls, and on Customer dialed coinless collect mechanized, an incremental charge applies in addition to the appropriate initial period rate or per message charge. When more than one class of service is involved, only the higher incremental charge is applicable.

- D. Accumulation of Charges—At the end of the Customer's billing periods when the total charge for MTS would result in fractions of a cent being billed, the total of itemized calls will be rounded to the nearest cent for billing purposes.

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SECTION 4 - DESCRIPTION OF SERVICES (Cont'd)

4.5 MESSAGE TOLL SERVICE FOR DISABLED INDIVIDUALS

- A. MTS charges apply if a residence service Customer, or a member of a residence service Customer's household, is certified as having a disability that requires the use of a Telecommunications Device for the Deaf (TDD) for communicating over the telecommunications network.

TDD is a generic term describing keyboard devices specifically designed or modified for the purpose of assisting deaf people to communicate with others over the telecommunications network. These include such devices as teleprinters or other keyboard units that use Cathode Ray Tubes (CRTs) or Light Emitting Diodes (LEDs) to display messages. These devices may also be used by persons with other disabilities who require a keyboard and visual display to communicate with others over the telecommunications network.

Certification of the disability requires the completion of an application form certified by a physician, otolaryngologist, licensed speech language pathologist, audiologist, or authorized agency.

An application must be renewed every two years. A renewal application does not require recertification.

1. Reduced charges apply only to Customer dialed station-to-station messages.

Evening rates apply to message time occurring during the day time period. Night and weekend rates apply to message time occurring during the Evening time period. A 70% discount to the day rates applies to message time occurring during the night and weekend time period. Reduced charges apply only to messages originated from one line designated as the Customer's residence service.

SECTION 5 – RATES & CHARGES

5.0 RATES & CHARGES

To all points in Pennsylvania:	
All time periods	\$.109 per minute
Operator Surcharge:	\$.75 per call

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Issued by: Steve Andreassi, Managing Director-Regulatory
Broadview Networks, Inc.
45-18 Court Square, Suite 403
Long Island City, NY 11101

7. (Check one of the following):

(Business corporation): The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

(Nonprofit corporation): The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for a Certificate of Authority to be signed by a duly authorized officer thereof this 5th day of November, 1992.

Broadview Networks, Inc.
(Name of Corporation)

BY: [Signature]
(Signature)

TITLE: VP - Controller

EXHIBIT D

**TENTATIVE OPERATING BALANCE SHEET AND PROJECTED INCOME STATEMENT
FOR THE FIRST YEAR OF OPERATION WITHIN THE COMMONWEALTH OF
PENNSYLVANIA**

EXHIBIT D

**Broadview Networks, Inc.
Tentative Operating Balance Sheet**

ASSETS

Cash	\$ 100,000
Accounts Receivable	\$ 50,000
PPE	<u>\$1,150,000</u>

TOTAL ASSETS \$1,150,000

LIABILITIES & CAPITAL

Accounts Payable	\$ 50,000
Intercompany Capital	\$1,200,000
Retained Deficit	<u>(\$ 100,000)</u>

TOTAL LIABILITIES & CAPITAL \$1,150,000

**Broadview Networks, Inc.
Projected Income Statement**

EXPENSE

Total Expense \$600,000

REVENUE

Total Income \$500,000

Net Income -\$100,000

CERTIFICATE OF SERVICE

I, Joan Hall, do certify that, pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, I have served a copy of the signed and verified Application, with attachments, on the following:

Irwin A. Popowsky
Consumer Advocate
1425 Strawberry Square
Harrisburg, PA 17120

Edwin F. Hall, Controller
Bell Atlantic Pennsylvania, Inc.
1717 Arch Street
Philadelphia, PA 19103

Bernard A. Ryan, Jr.
Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

John O. Dudley, Regulatory Director
GTE North, Inc.
212 Locust Street
Harrisburg, PA 17108

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

John D. Zorn
United Telephone Company of Pennsylvania
1201 Walnut Bottom Road
Carlisle, PA 17013-0905

Office of Trial Staff -- 1 copy
Office of Special Assistants -- 1 copy
Bureau of Consumer Services -- 1 copy
Bureau of Fixed Utility Services -- 1 copy
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105

Further, pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 & 1.58, I attach this Certificate of Service as Proof of Service of the Application and attachments upon the above named parties.

Joan Hall

Dated: March 3, 2000

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE
Secretary 717-772-7777

A-310932
A-310932 F0002
A-310932 F0003

Richard M. Rindler, Esquire
Michael R. Romano, Esquire
Swidler, Berlin, Shereff, Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116

Dear Mr. Rindler:

Please be advised that the Application of Broadview Networks, Inc., for approval to provide telecommunications services as a Reseller of Toll Services, Interexchange Carrier, and Reseller of Local Exchange Carrier Services to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

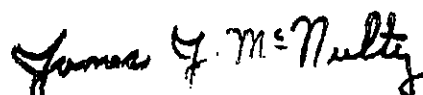
The protest period for this application has expired.

This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Please be advised that you now have provisional authority to do business in Pennsylvania as a Reseller of Toll Services, Interexchange Carrier, and Reseller of Local Exchange Services only.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

Sincerely,



James J. McNulty
Secretary

JJM:ddt

DOCKETED
APR 10 2000

DOCUMENT
FOLDER

DATE: April 10, 2000

SUBJECT: A-310932
A-310932 F0002
A-310932 F0003

TO: Bureau of Fixed Utility Services

FROM: James J. McNulty, Secretary *JK*

Application of Broadview Networks, Inc

We attach hereto a copy of the Application of Broadview Networks, Inc., for approval to provide telecommunication services as a Reseller of Toll Services, Interexchange Carrier, and Reseller of Local Exchange Carrier Services to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above numbers.

The Protest period for this application has expired.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

ddt

Attachment

DOCKETED
APR 10 2000

**DOCUMENT
FOLDER**

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

SWIDLER BERLIN SHEREFF FRIEDMAN LLP
ATTN R RINDLER/M ROMANO/J FERGUSON
3000 K ST NW STE 300
WASHINGTON, DC 20007-5116

DATE 4/14/00
RECEIPT # 196964

Application fees for BROADVIEW NETWORKS INC

Docket Numbers A-310932 and F0002 & F0003..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: D 119695

CHECK AMOUNT: \$250.00

C. Joseph Meisinger
(for Department of Revenue)

DOCKETED
APR 17 2000

DOCUMENT
FOLDER

SRB