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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**BCN TELECOM, INC.**

**COMPETITIVE LOCAL EXCHANGE CARRIER**

**Regulations and Schedule of Charges**

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Issued: May 23, 2014

Effective: July 7, 2014

Issue by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1st Floor  
Bedminster, NJ 07921

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**Missouri Public**  
**Service Commission**  
**TA-2014-0345, YC-2014-0493**

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**LIST OF WAIVED STATUTES AND REGULATIONS**

BCN is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

**STATUTES**

392.210.2	-	Uniform System of Accounts
392.240.1	-	Just and Reasonable Rates
392.270	-	Ascertain Property Values
392.280	-	Depreciation Accounts
392.290	-	Issuance of Securities
392.300.2	-	Acquisition of Stock
392.310	-	Issuance of Stock & Debt
392.320	-	Stock Dividend Payment
392.330	-	Issuance of Securities, Debt and Notes
392.340	-	Reorganization(s)

**COMMISSION RULES**

4 CSR 240-3.550(5)(C)	-	File Exchange Boundary Map with Commission
4 CSR 240-10.020	-	Depreciation Fund Income
4 CSR 240-30.040	-	Uniform System of Accounts

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## Check Sheet

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

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
Title		Original	2	14	Original	<b>Section 6</b>		
Preface	1	Original	2	15	Original	6	1	Original
Preface	2	Original				6	2	Original
Preface	3	Original						
Preface	4	Original						
Preface	5	Original						
Preface	6	Original						
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Definitions	2	Original						
Definitions	3	Original	<b>Section 3</b>			<b>Section 7</b>		
Definitions	4	Original	3	1	Original	7	1	Original
Definitions	5	Original				7	2	Original
Definitions	6	Original				7	3	Original
Definitions	7	Original				<b>Section 8</b>		
Definitions	8	Original				8	1	Original
Definitions	9	Original				8	2	Original
Definitions	10	Original	<b>Section 4</b>					
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1	1	Original						
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2	11	Original						
2	12	Original						
2	13	Original						

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## COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**EXPLANATION OF SYMBOLS**

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change

D - Decrease Rate

I - Increase Rate

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**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 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 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> 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.
- 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).1.
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(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.

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**DEFINITIONS****AGENCY**

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

**ANALOG**

Analog technology refers to electronic transmission accomplished by adding signals of varying frequency or amplitude to carrier waves of a given frequency of alternating electromagnetic current. Broadcast and phone transmission have conventionally used analog technology.

**APARTMENTS**

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

**ASCII**

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

**ASYNCHRONOUS**

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**AUTHORIZED USER**

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

**AUTOMATIC LOCATION IDENTIFICATION ("ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc) will be identified with the address of the telephone number at the main location.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**BILLING PERIOD**

A telephone service consumption period that typically lasts one month.

**BIT**

The smallest unit of information in the binary system of notation.

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**DEFINITIONS****BUILDING**

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

**BUSINESS SERVICE**

A switched network service that provides for dial station communications that is described as a business or commercial rate.

**CALL INITIATION**

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

**CALL TERMINATION**

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

**CARRIER**

BCN TELECOM, INC., the issuer of this tariff.

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

**CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**CHANNEL CONVERSION**

The termination of 1.544 Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

**CHANNEL SERVICE UNIT ("CSU")**

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

**COMMISSION**

Missouri Public Service Commission

**COMMUNICATIONS SERVICES**

The intrastate end user communication services offered in this tariff by the Company.

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**DEFINITIONS****COMMUNICATIONS SYSTEMS**

Channels and other facilities which are capable of two-way communications between subscriber - provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

**COMPANY**

BCN TELECOM, INC. the issuer of this tariff.

**COMPANY FACILITIES**

Equipment, cabling, and/ or connections owned, leased or otherwise used by the Company or by the Company's agents to provide service to the Customer pursuant to this tariff.

**CUSTOMER**

The person, firm, corporation, or other entity, which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT**

Telecommunications gear and associated arrangements that the Customer purchases or leases from its suppliers, connects to Company Facilities as defined above and maintains.

**CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DEFAULT ROUTING ("DR")**

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

**DEMARCATON POINT**

The physical dividing point between the Company Facilities and the Customer's Premises Equipment and/ or cabling.

**DIGITAL**

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/ switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**DIRECT INWARD DIAL ("DID")**

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

**DIRECT OUTWARD DIAL ("DOD")**

A service attribute that allows individual station users to access and dial outside numbers directly.

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**DEFINITIONS****DISCONTINUANCE OF SERVICE**

The temporary cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

**DUAL TONE MULTI-FREQUENCY ("DTMF")**

The pulse type employed by tone dial station sets. (Touch tone)

**E911 SERVICE AREA**

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

**ERROR**

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

**EXCHANGE**

A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

**EXCHANGE ACCESS LINE**

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

**EXCHANGE SERVICE**

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**FINAL ACCOUNT**

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

**FLAT RATE SERVICE**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**GROUND START**

Describes the signaling method between the PBX/ key system interface and the Company's switch. It is the signal requesting service.

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**DEFINITIONS****HANDICAPPED PERSON**

A person, who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person," when used in connection with a person having a speech or hearing impairment, which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

**INCOMING SERVICE GROUP**

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

**INTERFACE**

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**INTEROFFICE MILEAGE**

The segment of a line which extends between the central offices serving the originating and terminating points.

**INTERRUPTION**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities' malfunction or human errors.

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**DEFINITIONS****JOINT USER**

As used in connection with Telephone Exchange Service, denotes an arrangement whereby an additional person or firm is permitted to use the business telephone exchange service of an existing Customer.

As used in connection with Telecommunications Channel Service, denotes a person who is designated by the Customer as a user of channel services of the Customer and to whom a portion of the charge for the service will be billed under a Joint User Arrangement as specified in this tariff.

**KILOBIT**

One thousand bits.

**LATA**

"Local Access and Transport Area" is the area within which the Company provides local and long distance ("intraLATA") service. Long distance companies provide service for calls to numbers outside the area ("interLATA").

**LEASED CHANNEL**

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

**LINK**

The physical facility from the network interface on an end-user or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

**LOCAL CALL**

A call that, if placed by a customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING**

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

**LOCAL CALLING AREA**

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

**LOCAL EXCHANGE AREA**

The specific area served by, or purported to be served by an exchange.

**LOCAL EXCHANGE CARRIER**

A company authorized to provide local exchange communications service.

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

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**DEFINITIONS****LOOP START**

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

**LOOPS**

Segments of a line, which extends from the serving central office to the originating and to the terminating point.

**MATR**

Minimum Average Time Requirement.

**MEASURED RATE SERVICE**

A type of exchange service provided with additional charges for local calling based on usage on the local network. Charges for local usage are calculated on time of day, calendar day, distance of call and duration of call.

**MEGABIT**

One million bits.

**MESSAGE RATE SERVICE**

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

**MOVE**

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

**MULTI-FREQUENCY ("MF")**

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

**MULTILINE HUNT**

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**N/A**

Represents "Not Applicable."

**N/C**

Represents "No Charge."

**NETWORK CONTROL SIGNALING**

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

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**DEFINITIONS****NETWORK CONTROL SIGNALING UNIT**

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

**NODE**

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

**PBX**

A private branch exchange.

**PORT**

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

**PRIVATE BRANCH EXCHANGE SERVICE ("PBX")**

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

**RATE CENTER**

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**RECURRING RATES AND CHARGES**

The rates and charges that, unless otherwise stated herein, apply each month for services that the Company provides to the Customer. Such rates and charges shall continue to apply for each month that the Customer continues to obtain service(s) from the Company.

**REFERRAL PERIOD**

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**REMOVAL OF ACCOUNT**

A permanent cessation of telephone service caused by the Company and not voluntarily requested by a Customer.

**RESALE OF SERVICE**

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

**SAME PREMISES**

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

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**DEFINITIONS****SELECTIVE ROUTING ("SR")**

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**SERVICE COMMENCEMENT DATE**

The first day following the date on which the Company makes the requested service available for the Customer's use, unless extended by the Customer's refusal to accept the service which may occur if such service is not in conformance with the standards set forth in the Customer's original Service Order or in this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**SERVICE ORDER**

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

**SERVING CENTRAL OFFICE**

The central office from which local service is furnished.

**SHARING**

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

**STATION**

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**SUSPENSION**

Suspension of service for nonpayment is interruption of incoming and outgoing service. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**SYNCHRONOUS**

Transmission in which there is a constant time interval between bits, characters or events.

**T-1 SYSTEM**

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/ data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

**TELEPHONE CALL**

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

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Issued: May 23, 2014

Effective: July 7, 2014

Issue by:

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**Missouri Public**  
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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**DEFINITIONS**

**TELEPHONE GRADE LINES**

Lines furnished for voice transmission or for certain signaling purposes.

**TIE LINE**

A dedicated line connecting two switchboards or dial systems.

**TOLL CALL**

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

**TONE DIAL SIGNALING ("TD")**

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

**TWO WAY**

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

**USER**

A Customer or an Authorized User as defined herein who uses the Company's service(s) provided under this tariff.

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 1 - APPLICATION OF TARIFF**

1.1 Application of Tariff

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by Company as follows:

The furnishing of local exchange end-user communications services to nonresidential customers within the State of Missouri. The Company will comply with all relevant rules and regulations listed in this tariff.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- 2.1.2 The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- 2.1.3 The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- 2.1.4 The Company will comply with any applicable quality of service requirements according to Missouri laws and rules.

**2.2 Terms and Conditions**

- 2.2.1 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- 2.2.2 Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.2.3 This tariff shall be interpreted and governed by the laws of the State of Missouri without regard for the State's choice of laws provisions.
- 2.2.4 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.5 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.
- 2.2.6 In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

2.2.7 Customer shall not connect any equipment to the Company's network, except with at least ten (10) days prior written notice to the Company

2.3 Notification of Service Affecting Activities

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

2.4 Provision of Equipment and Facilities

2.4.1 The Company will make reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 2.5 of this tariff.

2.4.2 The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.

2.4.3 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.4.4 Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.4 Provision of Equipment and Facilities, (Cont'd.)**

2.4.5 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 services offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

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

2.4.6 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.

**2.5 Liability of the Company**

2.5.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.5.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.7.2, the Company's liability, if any, shall be limited as provided herein.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.5 Liability of the Company, (Cont'd.)

2.5.3 The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
- (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- (iii) claims for loss of profit; or
- (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

2.5.4 The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's control.

2.5.5 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

## 2.5.6 With Respect to Emergency Number 911 Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.5 Liability of the Company, (Cont'd.)

## 2.5.7 With Respect to Directory Listings

- A. In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B. An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
  - (iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
  - (v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.5 Liability of the Company, (Cont'd.)

## 2.5.7 With Respect to Directory Listings, (Cont'd.)

## B. (Cont'd.)

- (vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

## 2.5.8 With Respect to Caller ID Blocking

- A. The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

## 2.6 Directory Listings

2.6.1 The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 2.5.7 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.

2.6.2 When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.6.3 In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.

2.6.4 The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.7 Interruptions in Service**

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

**2.7.1 Temporary Suspension for Repairs**

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

**2.7.2 Credit Allowance for Interruptions**

- A. Interruptions of more than 24 hour periods which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

**2.7.3 Limitations on Credit Allowances**

No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company.

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.8 Obligations of the Customer****2.8.1 Customer Responsibility**

The Customer shall be responsible for:

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

**2.8.2 Claims**

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

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

**2.8.3 Station Equipment**

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 2.7.2 is not applicable.

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Effective: July 7, 2014

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**FILED**  
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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.8.4 Interconnection of Facilities

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

## 2.8.5 Inspections

- A. Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities. No credit will allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.9 Payment Arrangements

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company nonrecurring charge is specified, those charges may be passed on to the customer.

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.9 Payment Arrangements, (Cont'd.)****2.9.1 Taxes and Surcharges**

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes or surcharges imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**2.9.2 Bills and Collection of Charges**

- A. Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B. All service, installation, monthly recurring charges and nonrecurring charges are due and payable upon receipt.
- C. For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.9 Payment Arrangements, (Cont'd.)

## 2.9.2 Bills and Collection of Charges, (Cont'd.)

- D. Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for payment of all such fees and expenses reasonably incurred.
- E. A \$25.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
- F. If Customer chooses to place calls or receives calls via a non-Matrix Telecom affiliated carrier, the Company will not be liable for any charges related to such calls.

## 2.9.3 Disputed Bills

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

Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 61702-0360  
Telephone: (573) 751-3234  
Facsimile: (573) 751-1847  
Toll Free: (800) 392-4211

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.10 Discontinuance of Service**

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

Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

**2.10.1 Discontinuance of Service by the Company**

- A. The Company may discontinue or suspend service to Customer without prior written notice without incurring liability for the following reasons:
  - (i) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel; or
  - (ii) The Company has evidence of tampering or evidence of fraud.
- B. The Company may discontinue or suspend service to Customer upon no less than 5 days written notice without incurring liability for the following reasons:
  - (i) Customer violation of any of the provisions of this tariff, and/or violation of the Commission's rules and regulations;
  - (ii) Failure to pay a bill for service;
  - (iii) Failure to meet or maintain the Company's credit and deposit requirements;
  - (iv) Failure of the Customer to provide the Company reasonable access to its equipment and property;
  - (v) Customer breach of contract for service between the Company and the customer;
  - (vi) When necessary for the utility to comply with an order of any governmental agency having such jurisdiction;
  - (vii) Unauthorized resale of service.

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Issued: May 23, 2014

Effective: July 7, 2014

Issue by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1st Floor  
Bedminster, NJ 07921

**FILED**  
**Missouri Public**  
**Service Commission**  
**TA-2014-0345, YC-2014-0493**

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**SECTION 2 - GENERAL RULES AND REGULATIONS**

## 2.10 Discontinuance of Service, (Cont'd.)

## 2.10.2 Discontinuance of Service by Customer

- A. If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff, all costs, fees, and expenses incurred in connection with:
- (i) all nonrecurring charges reasonably expended by Company to establish service to Customer, plus
  - (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term.

## 2.10.3 Cancellation of Application for Service

- A. Where, prior to cancellation by 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.
- B. Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C. The special charges described above will be calculated and applied on a case-by-case basis.

## 2.11 Restoration of Service

When Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

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Issued: May 23, 2014

Effective: July 7, 2014

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.12 Transfers and Assignments**

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

**2.13 Notices and Communications**

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

**2.14 Promotional Offers**

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

**2.15 Individual Case Basis (ICB) Arrangements**

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

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Issued: May 23, 2014

Effective: July 7, 2014

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**FILED**  
**Missouri Public**  
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**SECTION 2 - GENERAL RULES AND REGULATIONS****2.16 Customer Service**

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

**2.17 Prorating**

All services have a minimum period of one month and are billed one-month in advance. Monthly Recurring Charges are payable in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

Services that are ordered prior to the beginning of a billing period will be prorated from the order date to the Customer's applicable billing period.

**2.18 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to, Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this rate sheet, such taxes, fees and surcharges are in addition to rates as quoted in this rate sheet and will be itemized separately on Customer invoices. All charges and fees subject to MoPSC jurisdiction, except taxes and franchise fees, will be submitted to the MoPSC for prior approval.

**2.18.1 Missouri Universal Service Fund**

- A. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
- B. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
- C. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

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Issued: May 23, 2014

Effective: July 7, 2014

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**FILED**  
**Missouri Public**  
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**TA-2014-0345, YC-2014-0493**

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**COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF**

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**SECTION 3 – SPECIAL SERVICES AND PROGRAMS**

**RESERVED FOR FUTURE USE.**

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Issued: May 23, 2014

Effective: July 7, 2014

Issue by:

Richard M. Boudria, President  
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**SECTION 4 – SERVICE CHARGES AND SURCHARGES****4.1 New Line Installation and Existing Line Migration Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service. Move or change existing service and equipment or add new or additional service and equipment other than access lines.

**a) New Line Installation Charges**

The installation of new line number and dial-tone services. Pricing varies depending upon service address and line location requirements. Non-recurring pricing per new local line installation can be up to:

Non-recurring Charge

\$60.00

**b) Existing Line Migration Charges**

The migration/transfer of existing line number and dial-tone services from another local telephone service provider to the Company. Pricing varies based up service term length agreed upon by customer. For Month-To-Month service the local line migration charges per local line migrated:

Non-recurring Charge

\$35.00

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Issued: May 23, 2014

Effective: July 7, 2014

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COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS**5.1 General5.1.1 Services Offered

The following Services are available to business Customers:

Standard Business Line Service  
Optional Calling Features

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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Issued: May 23, 2014

Effective: July 7, 2014

Issue by: Richard M. Boudria, President  
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Bedminster, NJ 07921

FILED  
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Service Commission  
TA-2014-0345, YC-2014-0493

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS**5.2 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.3 Optional Calling Features5.3.1 Features Descriptions

- (A) **Call Forwarding - Busy Line:** Allows a customer to have incoming calls forwarded to another number when the called number is busy.
- (B) **Call Waiting – Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- (C) **Call Forwarding - No Answer:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (D) **Call Forwarding - Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (E) **Caller ID:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.
- (F) **Distinctive Ring:** Provides the Customer with separate telephone numbers, each with a distinctive ring, associated with one line.

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Issued: May 23, 2014

Effective: July 7, 2014

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**FILED**  
**Missouri Public**  
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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS****5.3**    Optional Calling Features (continued)**5.3.1**    Features Descriptions (continued)

- (G)    **Repeat Dialing:** Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.
- (H)    **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- (I)    **Voicemail Services:** Voice Mail can answer incoming calls, placed to the customer's telephone line, when the called number is busy or if the called number is not answered. The service greet incoming caller with a personal or standard greeting. It then receives and saves the caller's messages for review by the customer. Customers can retrieve messages left for them from any tone signaling telephone.

**5.4**    Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge.

**5.5**    Miscellaneous Services**5.5.1**    Hunting Service

Hunting Service is an optional arrangement available to customers with two or more individual line or trunk services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line/trunk will overflow to other available lines/trunks for that customer.

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Issued: May 23, 2014

Effective: July 7, 2014

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                  Bedminster, NJ 07921

**FILED**  
**Missouri Public**  
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**TA-2014-0345, YC-2014-0493**

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**SECTION 6 - LOCAL EXCHANGE SERVICES****6.1 General**

Local Exchange Services are provided through the use of resold facilities obtained from Other Telephone Companies and the Company's facilities.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

**6.2 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas. Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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Issued: May 23, 2014

Effective: July 7, 2014

Issue by: Richard M. Boudria, President  
BCN TELECOM, INC.  
550 Hills Drive, Suite 110, 1st Floor  
Bedminster, NJ 07921

**FILED**  
**Missouri Public**  
**Service Commission**  
**TA-2014-0345, YC-2014-0493**

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**SECTION 6 - LOCAL EXCHANGE SERVICES****6.2.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

	<u>Monthly Recurring Charge</u>
Per Local Line	\$37.95

## Includes:

- Unlimited local calling
- Caller ID
- Line Hunting Service

Additional Line Features are provided in feature packages at an additional cost:

	<u>Monthly Recurring Charge</u>
One Feature Package	\$3.00
Two Feature Package	\$5.00
All Feature Package	\$7.00

Additional Line features available such as:

- Call Waiting
- Repeat Dialing
- Distinctive Ring
- Three-Way Calling
- Call Forwarding – Variable, Busy Line, No Answer
- Voicemail Services

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Issued: May 23, 2014

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**SECTION 7 – SPECIAL ARRANGEMENTS****7.1 SPECIAL CONSTRUCTION****7.1.1 General**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special Construction is that construction undertaken:

- a. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- b. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- c. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- d. in a quantity greater than that which the Company would normally construct;
- e. on an expedited basis; or
- f. on a temporary basis until permanent facilities are available;
- g. involving abnormal costs; or
- h. in advance of its normal construction; or
- i. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

**7.1.2 Customer Acceptance**

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

**7.1.3 Cost Computation**

Special Construction costs may include one or more of the following items to the extent that they are applicable:

- a. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation;
  - (4) rights of way; and
  - (5) shipping and delivery.

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Issued: May 23, 2014

Effective: July 7, 2014

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**FILED**  
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**SECTION 7 – SPECIAL ARRANGEMENTS****7.1 SPECIAL CONSTRUCTION (continued)****7.1.3 Cost Computation (continued)**

- b. cost of maintenance;
- c. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- d. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e. license preparation, processing and related fees;
- f. tariff preparation, processing and related fees;
- g. any other identifiable costs related to the facilities provided; or
- h. an amount for return and contingencies.

**7.1.4 Termination Liability**

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the estimated service life of the facilities provided.
- b. The amount of the maximum termination liability is equal to the estimated amounts for:
  - (1) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/ or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
    - equipment and materials provided or used;
    - engineering, labor and supervision;
    - transportation;
    - rights of way; and
    - shipping and delivery.
  - (2) license preparation, processing and related fees;
  - (3) tariff preparation, processing and related fees;
  - (4) cost of removal and restoration, where appropriate; and
  - (5) any other identified costs related to the specially constructed or rearranged facilities.

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Issued: May 23, 2014

Effective: July 7, 2014

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**FILED**  
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**SECTION 7 – SPECIAL ARRANGEMENTS****7.1 SPECIAL CONSTRUCTION (continued)****7.1.4 Termination Liability (continued)**

- c. Calculating Termination Charges – Termination charges shall be computed in accordance with tariffed regulations in Section 7.1.4a and 7.1.4b or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

**7.2 NON-ROUTINE INSTALLATION AND/ OR MAINTENANCE**

At the Customer's request, installation and/ or maintenance may be performed outside the Company's regular business hours, or (at the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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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Issued: May 23, 2014

Effective: July 7, 2014

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**FILED**  
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**SECTION 8 – SERVICE AREAS**

8.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri

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Issued: May 23, 2014

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