

NC



FILE

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June 23, 2008

Public Utilities Commission of Ohio
Attn: Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

RE: Midwest Telecom of America, Inc Detariffing Application
Case No. 06-1345-TP-ORD

RECEIVED-DOCKETING DIV
2008 JUN 26 PM 12:18
PUCO

Dear Sir or Madam:

08-784-TP-ATA
90-6135-TP-TRF

Please find within this package, the complete detariffing application for Midwest Telecom of America, Inc., (hereinafter "MTA") pursuant to PUCO's September 19, 2007 decision requiring detariffing of all regulated nonresidential Tier 2 services and all regulated toll services. In addition to the application form, this package contains as follows:

Exhibit A: Copy of the current Tariff now being withdrawn.

Exhibit B: Copy of MTA's service guide, now available at www.pickmta.com

Exhibit C: Narrative summarizing changes proposed by this application.

Exhibit D: Explanation of how MTA intends to comply with Rule 4901:1-6-05(G)(3).

Exhibit E: Copy of one-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

Exhibit F: Affidavit that Customer Notice described in Exhibit E has been sent to Customers.

Could you please acknowledge receipt of this filing by date stamping and returning the copy of this letter in the self addressed, stamped envelope provided? If you have any questions regarding this filing, please do not hesitate to contact me at (219) 650-5555

Sincerely,
Midwest Telecom of America, Inc

James Smutniak

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician Date Processed 6/26/08

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

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Midwest Telecom of America, Inc.)

TRF Docket No. 90- 6135

Case No. 08-784-TP-ATA

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

to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD)

Name of Registrant(s) Midwest Telecom of America, Inc.

DBA(s) of Registrant(s) same as above

Address of Registrant(s) 1567 E. 93rd Ave

Company Web Address www.pickmta.com

Regulatory Contact Person(s) James Smutniak

Phone 219-650-5555

Fax 219-650-5545

Regulatory Contact Person's Email Address Jim@pickmta.com

Contact Person for Annual Report James Smutniak

Phone 219-650-5555

Address (if different from above) same as above

Consumer Contact Information James Smutniak

Phone 219-650-5555

Address (if different from above) same as above

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules and Service Standards

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

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on (Date) 6-18-08 at (Location) 1567 E. 93rd Ave, Merrillville IN 46410

*(Signature and Title) [Signature]

(Date) 6-18-08

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Cary W. Smith

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Cary W. Smith

(Date) 06/19/08

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

Exhibit A: Copy of the current Tariff now being withdrawn.

TITLE SHEET

TARIFF OF

**MIDWEST TELECOM OF AMERICA, INC.
P.U.C.O. TARIFF NO. 1**

CASE NO. _____

**FOR RESALE OF SWITCHED AND DEDICATED
INTRASTATE 1+, 800, AND TRAVEL CARD SERVICES**

This tariff, filed with the Public Utilities Commission of Ohio, contains the rates, terms and conditions applicable to the resold interexchange long distance telecommunication services provided by Midwest Telecom of America, Inc. within the State of Ohio

Issued: June 2, 2003

Effective: June 9, 2003

Case No. _____

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James Smutniak, Vice President
Midwest Telecom of America, Inc.
8929 Broadway
Merrillville, IN 46410

CHECK SHEET

Sheets 1 through 16, inclusive of this tariff, are effective on the date shown at the bottom of the respective sheets(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 sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*

* Indicates tariff sheets submitted with this filing

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EXPLANTATION OF SYMBOLS AND ABBREVIATIONS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation, condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the Customer's location to a Company designated switching center or point of presence.

Authorized User – A person, firm, corporation, or any other entity authorized by the the Customer to communicate utilizing the Carrier's connection.

Customer - The person, firm, corporation, or any other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – Midwest Telecom of America, Inc., unless otherwise clearly indicated by the context.

PUCO – The Public Utilities Commission of Ohio.

Dedicated Access Origination/Termination – Where originating or terminating access between the Customer and the inter-exchange carrier is provided on a dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

LEC – Local Exchange Company.

Midwest – refers to Midwest Telecom of America, Inc.

PICC - Presubscription Interexchange Carrier Charge

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Midwest Telecom of America, Inc.
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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of Midwest

Midwest installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Midwest 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 Midwest network. The customer shall be responsible for such service arrangements.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Pre-subscribed service is offered in Equal Access areas only.

2.2.2 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.

2.2.3 Midwest reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or violation of the law.

2.2.4 All facilities provided under this tariff are directly or indirectly controlled by Midwest and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 – RULES AND REGULATIONS (cont'd)**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 Midwest liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmissions 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 for the period during which the faults in transmission occur.
- 2.4.2 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.
- 2.4.3 The Company shall not be liable for 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 cause beyond the Company's direct control.
- 2.4.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage), for defamation, libel, slander, invasion, infringement, of copyright patent, unauthorized use of trademark, trade name or service mark, unfair competition, interference with or misappropriation of violation of any contract, proprietary or creative right, or any 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 the negligence of the Company.
- 2.4.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 – RULES AND REGULATIONS (cont'd)**2.5 Deposits and Advance Payments**

The Company may collect deposits or advance payments from Customers. Deposit shall not exceed two times the estimated or actual average monthly usage charges.

2.6 Taxes

All taxes (i.e., gross receipts tax, sales tax, municipal utility tax) are listed as separate line items and are not included in the quoted rates.

2.7 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems, such as a telephone set PBX, or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise indicated provided. The Customer is responsible for all costs at their premises including personnel, wiring, electrical power and the like, incurred in the use of the Company's service. When such terminal equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.8 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in the tariff.

2.9 Payment of Service

The Customer is responsible for the payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Midwest. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company. Adjustment to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such charges are appropriate. For overdue payments thirty (30) days past due date, Midwest charges 1.5% late payment fee, applied monthly to overdue amounts. Invoices outstanding for forty-five (45) days past the due date will constitute a breach and result in discontinuation of service.

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SECTION 2 – RULES AND REGULATIONS (cont'd)**2.10 Interconnection**

Service furnished by Midwest may be connected with the services or facilities of another carriers. Such services or facilities, if used, are provided under the terms, rates, and conditions of another carrier. The customer is responsible for all charges billed by other carriers for use in connection with Midwest's services.

2.11 Refusal or Discontinuance by Company

Midwest may refuse or discontinue service under the following conditions:

- (a) For non-compliance with and/or violation of any State or municipal law, ordinance, or regulation pertaining to telephone service.
- (b) For the use of telephone service for any other property or purpose other than that described in the application.
- (c) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (d) For non-compliance with and/or violation of the Commission's regulations or the company's rules and regulations on file with the Commission.
- (e) For non-payment of bills for telephone service.
- (f) Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (g) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (h) 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 own expense, all changes in facilities or equipment necessary to eliminate illegal use to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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SECTION 2 – RULES AND REGULATIONS (cont'd)

2.11 Refusal or Discontinuance by the Company (cont'd)

- (i) For failure of the Customer to make proper application for service.
- (j) For Customer's breach of the contract for service between the Company and the Customer.
- (k) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.12 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns, and Contests

The Company may conduct special tests, pilot programs, waivers, and promotions to demonstrate the ease of use, quality of service, and to promote the sale of its services. Any special discount offered to selected Customers will not exceed a discount factor of 15% on 1+ 800 Services or both, and such promotions may be withdrawn at any time.

2.14 Interruption of Service

Credit allowances for interruptions of service of more than ½ hour 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. No credit is issued of outages less than ½ hour in duration. It shall be the obligation of the Customer to notify the company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within their control, or is not in wiring or equipment, if any furnished by Customer and connected to Company's terminal. Interruptions caused by Customer provided or company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. Credit is issued for monthly recurring charges only; no credit is given for usage sensitive charges. Outage credit is calculated in thirty-minute intervals. The amount of the credit determined by pro-rating the monthly recurring charge for the time of the outage.

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SECTION 3 – RULES AND REGULATIONS

3.1 General

Service is offered to residential or business customers and is available from equal access originating end offices only.

3.2 Timing of Calls

3.2.1 Long distance usage charges are based on usage of Midwest's service. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.2.2 Minimum call duration and rounding of calls for measurement and billing purposes is specified for each product in Section 4 of this tariff.

3.3 Product Description

3.3.1 Switched 1+ Long Distance Service

Switched 1+ Long Distance Service allows Customers to make 1+ direct dialed long distance calls. Customers access the service via local exchange company provided Feature Group D switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

3.3.2 Switched 800 (and/or 888) Service

Switched In-Bound 800 Service is a "toll-free calling" service. The Midwest Customer is billed for each 800 Call, rather than the call originator. Calls terminated to the Customer over the LEC provided switched access circuits. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of thirty (30) seconds.

3.3.3 Dedicated 1+ Long Distance Service

Dedicated 1+ Long Distance Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access lines. For usage billing purposes, call timing is rounded up to the nearest six- (6) second increment after the initial minimum period of thirty (30) seconds.

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SECTION 3 – RULES AND REGULATIONS (cont'd)

3.3 Product Descriptions (cont'd)

3.3.4 Dedicated 800 (and/or 888) Service

Dedicated In-Bound 800 Service provided an inbound 800 calling service to Midwest Customers. The Midwest Customer is billed for each 800 call, rather than the originator. Calls terminate to the Midwest 800 Customer via dedicated access lines. For billing purposes, call timing is rounded up to the nearest six- (6) second increment after the initial minimum period of thirty (30) seconds.

3.3.5 Midwest Telecom Travel Card Service

The Midwest Telecom Travel Card is available to residential and business subscribers for placing calls while away from home or office. Calls are originated by dialing an access number, followed by an account identification or personal identification number. Calls may originate from standard residential, business, or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are charged in full minute increments.

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SECTION 4 – RULES AND REGULATIONS**4.1 General**

Each customer is charged individually for each call placed through the carrier. Customers are billed based upon their usage of Midwest's long distance service. For any invoices that fall below \$100.00, Customer may be charged a \$5.00 service fee.

4.2 1+ Long Distance Service and 8XX

All rates below are stated according to charges per minute; all calls are billed at the same rate for all mileage distances. Also, Midwest does not offer time of day discounts; calls are billed at the same rates regardless of whether calls arise during the daytime, evening, night or weekend. All calls are billed in six-second increments after initial billing period of 30 seconds. Midwest charges a \$5.00 per month service charge for the maintenance of the 8XX line.

For customers whose service commenced before June 9, 2003:

All Ohio LATAs 1+ Switched Long Distance and 8XX Switched Services:

<u>Service</u> <u>Classification</u>	<u>Term of</u> <u>Agreement</u>	<u>Ohio Rate</u> <u>Per Minute</u>
Basic	Monthly	.0900
Level 1	1 Year	.0800
Level 2	2 Year	.0700
Level 3	3 Year	.0650

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SECTION 4 – RULES AND REGULATIONS (cont'd)**4.2 1+ Long Distance Service and 8XX (cont'd)**

For customers whose service commenced on or after June 6, 2003:

Ohio LATA pricing for Switched Toll Free and 1+ service customers/prospects that bill \$201.00 per month or above in Long Distance with Midwest Telecom – SBC/Ameritech and Verizon operating areas only:

<u>Pricing</u>	<u>Term</u>	<u>Intrastate and Interstate 1+ and Toll Free</u>
A.	1 year	5.7/min.
A.	2 year	5.3/min.
A.	3 year	4.9/min.

Ohio LATA pricing for Switched Toll Free and 1+ service customers/prospects that bill \$200.00 per month or less in Long Distance with Midwest Telecom – SBC/Ameritech and Verizon operating areas only:

<u>Pricing</u>	<u>Term</u>	<u>Intrastate and Interstate 1+ and Toll Free</u>
A.	1 year	6.2/min.
A.	2 year	5.7/min.
A.	3 year	5.2/min.

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SECTION 4 – RULES AND REGULATIONS (cont'd)**4.2 1+ Long Distance Service and 8XX (cont'd)**

Ohio LATA pricing for Switched Toll Free and 1+ service customers/prospects that bill \$201.00 per month or above in Long Distance with Midwest Telecom – Independent Telcos excluding SBC/Ameritech and Verizon operating areas:

<u>Pricing</u>	<u>Term</u>	<u>Intrastate and Interstate 1+ and Toll Free</u>
A.	1 year	6.7/min.
A.	2 year	6.2/min.
A.	3 year	5.7/min.

Ohio LATA pricing for Switched Toll Free and 1+ service customers/prospects that bill \$200.00 per month or less in Long Distance with Midwest Telecom – Independent Telcos excluding SBC/Ameritech and Verizon operating areas:

<u>Pricing</u>	<u>Term</u>	<u>Intrastate and Interstate 1+ and Toll Free</u>
A.	1 year	7.2/min.
A.	2 year	6.7/min.
A.	3 year	6.2/min.

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SECTION 4 – RULES AND REGULATIONS (cont'd)**4.2 1+ Long Distance Service and 8XX (cont'd)**

Ohio Pricing for dedicated Toll Free and 1+ customer/prospects located in all LATAs within Ohio – SBC/Ameritech and Verizon operating areas only:

<u>Pricing</u>	<u>Term</u>	<u>Intrastate and Interstate 1+ and Toll Free</u>
A.	1 year	3.2/min.
A.	2 year	2.9/min.
A.	3 year	2.6/min.

Ohio Pricing for dedicated Toll Free and 1+ customer/prospects located in all LATAs within Ohio – Independent Telcos excluding SBC/Ameritech and Verizon:

<u>Pricing</u>	<u>Term</u>	<u>Intrastate and Interstate 1+ and Toll Free</u>
A.	1 year	3.5/min.
A.	2 year	3.3/min.
A.	3 year	3.1/min.

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Merrillville, IN 46410

SECTION 4 – RULES AND REGULATIONS (cont'd)**4.3 Travel Card Service**

All rates below are stated according to charges per minute. Calls are billed in full minute increments; fractional minutes are rounded to the next full minute. All calls are billed at the same rates regardless of whether calls arise during the daytime, evening, night or weekend.

<u>Service Classification</u>	<u>Term of Agreement</u>	<u>Ohio Rate Per Minute</u>
Basic	Monthly	. 2000
Level 1	1 Year	. 2000
Level 2	2 Year	. 2000
Level 3	3 Year	. 2000

4.4 Directory Assistance

All Directory Assistance calls are billed at a flat rate of \$1.10 per inquiry.

4.5 Miscellaneous Monthly Reoccurring Charges:

1. PICC - \$3.25 per line.
2. 800 Service Charge - \$5.00 per 8XX number provided by the Company.

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Midwest Telecom of America, Inc.
8929 Broadway
Merrillville, IN 46410

Attachment #2

Statement Affirming Notification of Ohio Department of Taxation

By letter dated May 27, 2003, the Ohio Department of Taxation was notified that Midwest Telecom of America, Inc. was filing for certification in compliance with Case Nos. 99-998-TP-COI and 99-563-TP-COI. (See copy attached)

**Exhibit B: Copy of MTA's service guide, now available at
www.pickmta.com**

MTA Service Guide
MTA Service Guide: General Provisions

I. Applicability

1. The MTA Service Guide is designed as companion document and/or replacement document to MTA tariffs on file with applicable regulatory bodies including the Federal Communications Commission along with various State Public Utility Commissions. The Service Guide describes MTA rates, terms and conditions applicable to Commercial Service Agreements between the Customer and MTA, including Service Agreements for Data Services, Local Exchange Services, and Interexchange Long Distance Services. Such rates, terms and conditions as described herein are inclusive of the Commercial Service Agreement between MTA and the Customer.
2. Any references herein to the term "MTA" and/or "The Company" refers to Midwest Telecom of America, Inc. The terms "MTA", "Midwest Telecom of America, Inc." and "The Company" may be used interchangeably throughout this Service Guide.
3. MTA reserves the right to change the provisions of this Service Guide from time to time. Notice of said changes may occur at MTA's option either via invoice notification, customer email notification, or updates as provided on MTA's website, accessible at www.pickmta.com/regulatory
4. **Dispute Resolution:** To the extent that the Customer wishes to dispute the provisions as described within this Service Guide, the Customer may take any of the following actions:
 - a. Write a letter of dispute to Midwest Telecom of America, delivered via certified mail or overnight delivery service, with return receipt verification, addressed to: Midwest Telecom of America, Inc. Attn: Vice President Regulatory Compliance, 1567 E. 93rd Ave, Merrillville, IN 46410. Upon receipt of the letter, MTA will promptly investigate the Customer's dispute and make every reasonable effort to work with the Customer to resolve any concerns to the mutual satisfaction of both parties.
 - b. Serve written notice of termination of the applicable Commercial Service agreement in accordance with the terms and conditions of said Commercial Service Agreement. The Customer may terminate the Commercial Service Agreement immediately while incurring liability applicable to the remaining term of the agreement as described in the Commercial Service Agreement. Or, the Customer may terminate the Commercial Service Agreement without

liability at the end of the term of agreement by serving written notice of termination, not later than 90 days prior to the conclusion of the applicable service term, delivered via certified mail or overnight delivery service with return receipt verification, addressed to: Midwest Telecom of America, Inc. Attn: Vice President Regulatory Compliance, 1567 E. 93rd Ave, Merrillville, IN 46410. within the applicable Commercial Service Agreement.

II. General Terms and Conditions

1. **Unauthorized Use of Service:** The Customer is responsible for any unauthorized use of MTA Services, and is solely responsible for making payment to MTA for any charges resulting in unauthorized use.
2. **Price Changes:** MTA reserves the right to revise prices and charges for our service from time to time. Written notice of price increases may be provided in a billing insert, as a message printed on the MTA invoice, in a separate email, or other reasonable method at MTA's discretion. Unless required by law, MTA will not provide notice of changes to taxes or surcharges applicable to the Services. Should the Customer disagree with such price changes, the Customer's sole remedy is to invoke Dispute Resolution procedures as described in Part I., Section 4 of this Service Guide.
3. **Payments:** MTA invoices are due upon receipt. Invoices unpaid for 30 days will result in interest and late charges applied at the highest allowable levels according to State or Federal law. If the Customer disputes any portion of the invoice, the Customer must pay the undisputed portions of the invoice, while serving notice of dispute via certified mail or overnight delivery service with return receipt verification addressed to: MTA, Attention Vice President Regulatory, 1567 E. 93rd Ave, Merrillville, IN 46410. The dispute letter should describe the nature and specific reasons for the dispute. MTA will follow the Dispute Resolution procedures as described in Part I, Section 4 of this Service Guide. The Customer waives any objection it may otherwise have to any charges if it fails to provide MTA with written notice of the dispute within sixty (60) calendar days of the date of the invoice. MTA and the Customer each agree to waive all rights of subrogation against one another in connection with the Services.
4. **Indemnification:** The Customer agrees to **defend**, indemnify and hold harmless MTA, its employees, officers, directors, vendors, agents, assignees, and successors from and against any and all claims, demands, actions, lawsuits, costs and expenses including reasonable attorneys' fees, arising from or related to any use of a Service, or any act, error, or omission in connection therewith by the Customer or any person authorized by the Customer to use the Service including but not limited to: matters relating to incorrect, incomplete or misleading information, defamation, libel, slander, invasion of privacy, identity theft, infringement of a copyright, trademark or other intellectual property, any defective product or Service or for any injury or damage to

person or property caused by any service sold or distributed in connection with MTA Service, or violation of any applicable law or regulation. This provision will continue to apply after cancellation or termination of MTA Service.

5. **Disclaimer of Warranties and Liability:** MTA Service is provided on an "as is" or "as available" basis without warranties, either express or implied, including but not limited to warranties of title or any implied warranties of merchantability or fitness for a particular purpose. MTA does not authorize any person or entity, including but not limited to, MTA employees, agents or representatives to make a warranty of any kind on behalf of MTA, and the Customer hereby agrees not to rely on any such statement. MTA does not warrant that any service will be uninterrupted or error free. Customer expressly agrees that operation and use of MTA service is at the Customer's sole risk. Neither MTA or its employees, officers, directors, vendors, agents, assignees or successors shall have any liability for the operation use or malfunction of any Service, regardless of whether such parties have been advised of the possibility of such damages or liability. Further, the Customer agrees that it will not hold MTA responsible for any selection or retention of, or the acts or omissions of third parties in connection with any Service.
6. **Limitation of Liability:**
 - a. EXCEPT WHERE PROHIBITED BY LAW, THE CUSTOMER'S SOLE REMEDY FOR LOSS OR DAMAGE CAUSED BY OPERATION OR USE OF ANY SERVICE OR FOR DELAY, MALFUNCTION OR PARTIAL OR NONPERFORMANCE OF ANY SERVICE PROVIDED BY MTA, REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER STATUTE OR IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL BE PAYMENT OF AN AMOUNT NOT IN EXCESS OF THE CHARGES PAID OR PAYABLE BY CUSTOMER TO MTA FOR SUCH SERVICE FOR THE PERIOD OF SUCH FAILURE, DELAY OR NONPERFORMANCE OCCURRED; PROVIDED, HOWEVER, IF IT IS DETERMINED THAT MTA NEGLIGENCE CAUSED INJURY TO A PERSON OR DAMAGE TO PROPERTY, MTA WILL BE LIABLE FOR NO MORE THAN THE LESSER OF THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY FOR WHICH MTA IS FOUND RESPONSIBLE, OR FOR THE SUM OF ONE THOUSAND DOLLARS (\$1,000).
 - b. CUSTOMER ACKNOWLEDGES THAT ALL SERVICE IS OF SUCH A NATURE THAT ANY MESSAGE MAY BE LOST FOR MANY REASONS, INCLUDING, BUT NOT LIMITED TO DIALING ERRORS, POWER FAILURES, MALFUNCTION OF WIRELINE OR WIRELESS TELEPHONE OR COMMUNICATIONS SERVICE AND EQUIPMENT AND ELECTRONIC INTERFERENCE. MTA SHALL NOT BE LIABLE FOR ANY REASON WHATSOEVER TO CUSTOMER FOR LOSS OF USE OF ANY OF THE SERVICES, THE CONTENT OF ANY MESSAGE, ANY FAILURE OR DELAY IN THE TRANSMISSION OR RECEIPT OF ANY MESSAGE, OR

ANY INTERCEPTION, UNAUTHORIZED DISCLOSURE OR ANY OTHER UNAUTHORIZED USE OF A MESSAGE. CUSTOMER AGREES THAT IN ALL CIRCUMSTANCES MTA AND ITS SUPPLIERS AND/OR VENDORS AND MANUFACTURERS SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF INFORMATION, LOSS OF SIGNAL, OR TOLL FRAUD. MTA SHALL HAVE NO LIABILITY TO THE CUSTOMER OR TO ANY THIRD PARTY FOR THE ACCURACY, TIMELINESS OR FOR THE CONTINUED AVAILABILITY OF ANY MTA SERVICE. THIS EXCLUSION OF DAMAGE ENCOMPASSES WITHOUT LIMITATION, ANY LOSS OF BUSINESS OR REVENUES; LOSS OF DATA; LOSS OF USE OF ANY ASSOCIATED DEVICES; COSTS OF CAPITAL; COSTS OF SUBSTITUTE SERVICES OR REPLACEMENT SERVICES; DOWNTIME COSTS; AND CLAIMS BY THE CUSTOMER FOR SUCH DAMAGES. **THIS APPLIES WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. THIS EXCLUSION OF DAMAGES ALSO APPLIES, WITHOUT LIMITATION TO CUSTOMER'S INABILITY TO USE OR ACCESS THE NETWORK OR OTHER MTA FACILITIES, OR FOR ANY PART THEREOF, EITHER SEPARATELY OR IN COMBINATION WITH OTHER COMMUNICATION FACILITIES, OR IN CONNECTION WITH ANY SERVICE PERFORMED OR NOT PERFORMED BY MTA OTHER THAN UNDER THIS AGREEMENT, OR A THIRD PARTY. EXCEPT WHERE PROHIBITED BY LAW, MTA WILL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED TO THE PROVISION, OPERATION OR USE OF SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, ERROR, MISTAKE OR OMMISSION ON THE PART OF MTA OR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS OR VENDORS), STRICT LIABILITY OR OTHERWISE.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER AGREES THAT MTA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY TYPES OF DAMAGES ARISING FROM OR RESULTING FROM ANY ACCIDENT OR INJURY CAUSED BY OPERATION OR FAILURE OF ANY SERVICES. THE CUSTOMER ACKNOWLEDGES THAT THE PRICING OF SERVICES PROVIDED TO THE CUSTOMER BY MTA REFLECTS THE INTENT OF THE PARTIES TO LIMIT MTA'S LIABILITY AS PROVIDED HEREIN.

- c. IN THE EVENT THAT THE LIMITATION OF LIABILITIES OR REMEDIES AVAILABLE AS SET FORTH IN THIS DOCUMENT, IN MTA TARIFFS, OR IN MTA COMMERCIAL SERVICE AGREEMENTS ARE FOUND TO BE UNENFORCEABLE FOR ANY REASON , OR THAT ANY CUSTOMER REMEDIES AS DESCRIBED HEREIN FAIL FOR THEIR ESSENTIAL PURPOSE, THE CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCES SHALL MTA'S TOTAL LIABILITY TO THE CUSTOMER, OR TO ANY PARTY CLAIMING BY, THROUGH, OUR

UNDER THE CUSTOMER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN THE AGGREGATE EXCEED THE AMOUNT OF CHARGES PAID THE CUSTOMER FOR ANY SERVICE PROVIDED BY MTA.

- d. NO LIABILITY FOR DAMAGES FROM ERRORS OR OMISSIONS OF DIRECTORY LISTINGS, OR LISTINGS OBTAINED FROM THE DIRECTORY SERVICES OPERATOR SHALL ATTACH OR APPLY TO MTA. IN CASE OF LISTING FOR WHICH A CHARGE HAS BEEN ASSESSED BY MTA, LIABILITY SHALL BE LIMITED TO THE MONTHLY RATE FOR EACH SUCH LISTING FOR THE PERIOD CHARGED.
- e. THIS SECTION 6 WILL SURVIVE AND CONTINUE TO APPLY AFTER MTA SERVICES ARE TERMINATED BY EITHER THE CUSTOMER OR MTA.
- f. NOTHING IN THIS SECTION 6 LIMITS ACTUAL DAMAGES THAT ARE CONCLUSIVELY DETERMINED TO BE THE DIRECT RESULT OF MTA'S WILLFULL, INTENTIONAL AND MALICIOUS CONDUCT.

III. State Universal Service and Regulatory Fees

- 1. When a state, state agency or political subdivision of the state imposes a regulatory fee or assessment including, but not limited to, State Universal Service, or Public Utility Fee upon MTA in connection the services MTA provides to the Customer, the amounts of such fees or assessments will be billed to Customer in the taxing jurisdiction based on the place of primary use.
- 2. State regulatory fees or assessments are located with the intrastate tariffs or the state-specific service guides.

IV. Federal Universal Service and other Federal Regulatory Fees.

1. The Federal Universal Service Charge is an undiscountable monthly charge. The charge is equal to Customer's total net Applicable Charges (as defined below), after application of all applicable discounts and credits, multiplied by the Federal Universal Service Charge percentage. This percentage will be equal to the quarterly Universal Service Fund contribution factor established by the FCC (subject to rounding) in effect as of the bill date. The applicable quarterly contribution factor is found at <http://www.fcc.gov/omd/contribution-factor.html/>. Applicable Charges consist of all charges for jurisdictionally interstate (including international) telecommunications services. This charge is not a tax, nor is it a requirement that MTA assess such charges on customer's invoices. MTA, like other telecommunications carriers, has chosen to pass through such charges on our customer's invoices.
2. The Administrative Expense Fee is an undiscountable monthly charge applicable as a percentage of interstate and international telecommunications charges. The percentage billed by MTA on customer invoices is 1.2%. The Administrative Expense Fee recovers a portion of MTA's internal costs associated with compliance Federal Communications Commission. The charge is assessed as a result of a Decision by the FCC rendered on December 13, 2002, which allows telecommunication carriers to assess the fee beginning on April 1, 2003. This charge is not considered to be a tax, nor is it a requirement that MTA assess such charges on customer's invoices. MTA, like other telecommunications carriers, has chosen assess such charges on customer's invoices.
3. Telecommunications Relay Service fee is an undiscountable monthly charge applicable as a percentage of interstate and international telecommunications charges. The percentage billed by MTA on customer invoices is 1.59%. The TRS is a fund that is supervised by the FCC and administered by the National Exchange Carriers Association. It was authorized by the Americans with Disabilities Act, and provides funding for equipment and services to speech and hearing-impaired individuals. This charge is not considered to be a tax nor is it a requirement that MTA assess such charges on customer's invoices. MTA, like other telecommunications carriers, has chosen to assess such charges on customer invoices.

V. Pre-subscribed Interexchange Carrier Charge.

1. The Presubscribed Interexchange Carrier Charge (PICC) is a monthly recurring charge applicable for each long distance switched access line. The line status determination is based on available MTA and/or incumbent local exchange carrier

information. If MTA cannot determine the line status based on available information, the multi-line charge applies.

2. The assessment for this charge is shown in the table below:

Presubscribed Interexchange Carrier Charge (PICC)	
Line Status	Assessment
Single Line	\$3.25
Multi Line	\$3.25
Centrex Line	\$0.80
BRI Line	\$0.00
PRI Line	\$0.00

VI. Interstate Interexchange Long Distance Voice Services.

1. Toll Free Services - Toll-Free calls may originate (a) from the US (or from Customer-designated NPAs within the US), (b) from Canada (or from Customer-designated NPAs within Canada), (c) from Mexico (or from Customer-designated Mexican Service Areas), and/or (d) from Customer-designated countries (other than Canada, Mexico, or the US) from which MTA toll-free calling is available. For calls originated from the US or Canada, toll-free calls are dialed by the calling party using a Toll-Free Number. For calls originating outside the US or Canada, toll-free calls are dialed by the calling party using an International Freephone Number supplied to the Customer by the MTA account manager available by calling 1-800-935-2181.
 - a. Domestic rates applicable to the 48 contiguous States are shown on the applicable MTA Commercial Service Agreement.
 - b. Standard rates for toll free calling originating from
 - Canada: .25 per minute
 - Alaska .36 per minute
 - Hawaii. .36 per minute
 - US VI/Pu: .36 per minuteAll billed in 6 second increments after the initial billing increment of 30 seconds.

VII. Miscellaneous Charges.

1. A Return Check Fee is applicable whenever a Customer's payment is returned to MTA for insufficient funds. The Fee, per occasion, is \$25.00.
2. A Payphone Surcharge is applicable whenever a Customer's toll free number is answered for a call originating from a payphone. The Surcharge, per occasion, is .56.

Exhibit C: Narrative summarizing changes proposed by this application.

Exhibit C:

Narrative Summarizing Changes Proposed by this Application:

Overview:

Midwest Telecom of America, Inc (MTA) has a total of two (2) long distance customers in the State of Ohio. MTA prices its services to customers by placing the long distance rates on face of the contract. MTA does not refer customers to the tariff for pricing.

MTA, with this application, withdraws its tariff filed at PUCO. This will have no effect on customers since MTA does not price its services according to the tariff, but instead prices services according to the rates disclosed on the contract.

Other terms and conditions not listed on the contract, are governed by the MTA service guide, included as Exhibit B in this package.

Customers were notified via direct mail of the tariff withdrawal, and the availability on the MTA service guide at www.pickmta.com.

Exhibit D: Explanation of how MTA intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms and conditions for detariffed services

Exhibit D: Explanation of how MTA intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services:

In accordance with rule 4901:1-6-05(G)(4), posted on MTA's website is the MTA Service Guide which explains terms and conditions of MTA's service not specifically enumerated on the MTA contract. The MTA Service Guide may be found at www.pickmta.com

In accordance with rule 4901:1-06-16(B), MTA's disclosure of rates or other terms and conditions is documented on the face of the MTA contract with the customer. A copy of an MTA contract is attached herein.



COMMERCIAL SERVICE AGREEMENT INTER-EXCHANGE VOICE SERVICES (LONG DISTANCE SERVICES)

Page 1 OF ____

BILLING INFORMATION			
<input type="checkbox"/> NEW ACCOUNT	<input type="checkbox"/> UP SALE	<input type="checkbox"/> STANDARD ACCOUNT	
<input type="checkbox"/> EXISTING ACCOUNT		<input type="checkbox"/> CORPORATE ACCOUNT	
CUSTOMER ACCOUNT NUMBER <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			
SOCIAL SECURITY # OR FEDERAL TAX I.D. <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			
TAX EXEMPT <input type="checkbox"/> NO <input type="checkbox"/> YES (ATTACH TAX EXEMPT FORM)			
CUSTOMER ACCOUNT NAME			
STREET ADDRESS		SUITE / FLOOR	
CITY	STATE	COUNTY	ZIP CODE
CONTACT NAME / TITLE			
PHONE #		FAX #	
CONTACT E-MAIL ADDRESS			
CUSTOMER INFORMATION (if different)			
CUSTOMER ACCOUNT NAME			
STREET ADDRESS		SUITE / FLOOR	
CITY	STATE	COUNTY	ZIP CODE
CONTACT NAME / TITLE			
PHONE #		FAX #	
ORDER INFORMATION			
ORDER ESTIMATED MONTHLY REVENUE \$		PREVIOUS CARRIER	
NAME OF ACCOUNT EXECUTIVE / AGENT NUMBER			
CUSTOMER PROFILE			
Check One		Check One (if applicable)	
<input type="checkbox"/> LLC		<input type="checkbox"/> BRANCH / DIVISION	
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> SUBSIDIARY	
<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> FRANCHISE	
<input type="checkbox"/> PROPRIETORSHIP		<input type="checkbox"/> AGENT	
IN BUSINESS SINCE	TYPE OF BUSINESS		
NAME OF OWNER / PARTNER / PRESIDENT			
PARENT COMPANY NAME			
PARENT COMPANY ADDRESS			
CITY	STATE	COUNTY	ZIP CODE
PHONE #			
BANK REFERENCES			
PRIMARY BANK NAME			
BANK ADDRESS			
CITY	STATE	COUNTY	ZIP CODE
BANK CONTACT		BANK PHONE #	
CHECKING ACCOUNT #	SAVINGS ACCOUNT #	LOAN #	

ORDER SUMMARY		
TYPE OF SERVICE	RATE	BILLING INCREMENTS
MTA INTERSTATE 1+ SWITCHED ACCESS	CENTS PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTA INTRASTATE 1+ SWITCHED ACCESS	CENTS PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTA INTRALATA 1+ SWITCHED ACCESS	CENTS PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTA INTERSTATE SWITCHED TOLL FREE SERVICE	CENTS PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTA INTRASTATE SWITCHED TOLL FREE SERVICE	CENTS PER MINUTE	Six second increments after initial billing period of 30 seconds.
MTA TRAVEL CARD SERVICE	CENTS PER MINUTE	Full minute billing increments.
OTHER MTA SERVICE OR CONDITIONS		
<p>Other charges or fees subject to Midwest Telecom of America, Inc.'s applicable tariffs, available for inspection at www.pickmta.com. Examples of other charges includes, but are not limited to, International Rates, Operator Assisted Rates, and Directory Assistance. Any FCC, government authorized or government mandated charges or fees will be assessed on customer invoices, and such charges and fees are also available for inspection at www.pickmta.com.</p>		
TERMS AND CONDITIONS OF AGREEMENT		
<p>Customer hereby agrees to route and deliver exclusively to Midwest Telecom of America, Inc. (MTA) all inter-exchange voice services generated from or terminated to the customer's facilities regardless of the technology used to generate and/or transfer such inter-exchange voice services for an initial term of ____ year(s) and ____ months, commencing on the date of acceptance of this agreement by MTA. The initial term shall renew automatically for successive renewal term(s) of one year each. Either party may terminate this agreement at the completion of the applicable term by providing written notice of cancellation not later than 90 days prior to the end of then existing term. All Customer notices of non-renewal or cancellation of services must be sent via U.S. certified mail, major overnight package carrier service or hand delivered by Customer with signed delivery acknowledgement from MTA located at 1567 E. 83rd Ave., Merrillville, IN 46410. If Customer breaches any part of the terms or conditions of this agreement, then MTA may bill Customer for the order estimated monthly revenue (contained in the Order Information section of this agreement) times the remaining months left on this agreement, and Customer agrees to pay this bill upon receipt. For charges 30 days past due, Customer agrees to pay a 1.5% late payment fee and invoices outstanding for 45 days past the due date will cause a breach of this agreement, and result in discontinuation of service. This agreement is governed according to the laws of the State of Indiana; venue shall be the Circuit and Superior Courts of Lake County, Indiana. MTA shall be entitled to recover reasonable attorney fees as a result of enforcing this agreement. MTA may assign this agreement to any entity of its choosing upon written notice to Customer. In the event of any sale or transfer of the Customer's business, Customer agrees to provide notice to MTA and to its successor or transferee of this Agreement, and any failure to provide said notification shall in no way cause termination of this agreement. Indemnification - Customer agrees to indemnify and hold MTA harmless against any and all claims, liabilities, losses or damage suffered or incurred by Customer as a result of the use or intended use of MTA's services under this agreement. Limitation of Liability - MTA shall have no liability to customer for any direct, indirect, special or consequential damages including business interruptions, the loss of sales or data arising from or in connection with the use, delivery, licensing, performance or non-performance of any MTA services provided hereunder this commercial service agreement. Customer agrees that initiation of service is contingent upon the results of a credit history inquiry. Any other terms and conditions are subject to Midwest Telecom of America, Inc. applicable tariffs and available for inspection at www.pickmta.com.</p>		
<p>The signatures below indicate that both parties agree to the rates, terms, and conditions as described herein. The signatory to this agreement warrants to MTA that he/she is empowered and authorized to enter into this Agreement on behalf of the Customer.</p>		
CUSTOMER	MIDWEST TELECOM OF AMERICA, INC.	
_____ CUSTOMER SIGNATURE	_____ MTA SIGNATURE	
_____ PRINT NAME/TITLE	_____ PRINT NAME/TITLE	
_____ DATE	_____ DATE	

Exhibit E: Copy of one-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

Note: MTA has a total of two (2) customers located in the State of Ohio. Both of these customers are Indiana based companies that have Ohio locations. Accordingly, the detariffing notices were sent to Indiana addresses, since the corporate decision makers are located within Indiana.

Copies of detariffing letters sent to both customers are included herein.



1567 E. 93rd Avenue
Merrillville, IN 46410
Phone (219) 650-5555
Toll Free 1-800-935-2181
Fax (219) 650-5545
www.pickmta.com

June 13, 2008

Reliable Transportation
Mr. Chuck Weik
139 Venturi Drive
Chesterton, IN 46304

RE: Ohio Intrastate Long Distance Services

Dear Mr. Weik:

Beginning on July 1, 2008, prices, service descriptions, and terms and conditions for Ohio intrastate telecommunications services that you are provided by our company, will no longer be contained in tariffs on file at the Public Utilities Commission of Ohio. (PUCO) In the past, PUCO has required that all intrastate long distance carriers file tariffs containing this information. However, PUCO has since ordered the detariffing of services, and has also mandated that we provide you this notice of detariffing.

The detariffing does not result in a change in prices, terms, or conditions to the services to which you currently subscribe, nor do we have any intention of making changes. We are obligated by PUCO to inform you that in the event of any future Ohio rate changes, changes in terms and conditions, or discontinuance of existing services, we are required to provide notice fifteen days in advance. Additionally, you will be able to view our service offerings and other terms and conditions via our MTA Service Guide, which can found online at www.pickmta.com. You can request a copy of this information by calling us on our toll free number at 1-800-935-2181.

Detariffing simply means that the Commercial Service Agreement, and not tariffs on file at the Ohio Commission, will control any services or change in Ohio based services. Your service will still be subject to consumer protections that are required and enforced by PUCO.

If you have any questions, please call us on our toll free number at 1-800-935-2181, or visit our website at www.pickmta.com

Sincerely,

James Smutniak
CFO
Midwest Telecom of America, Inc.



1567 E. 93rd Avenue
Merrillville, IN 46410
Phone (219) 650-5555
Toll Free 1-800-935-2181
Fax (219) 650-5545
www.pickmta.com

June 13, 2008

Essential Sealing Products
Mr. Dennis Errchiello
307 Melton Rd. Suite B
Burns Harbor, IN 46304

RE: Ohio Intrastate Long Distance Services

Dear Mr. Errchiello:

Beginning on July 1, 2008, prices, service descriptions, and terms and conditions for Ohio intrastate telecommunications services that you are provided by our company, will no longer be contained in tariffs on file at the Public Utilities Commission of Ohio. (PUCO) In the past, PUCO has required that all intrastate long distance carriers file tariffs containing this information. However, PUCO has since ordered the detariffing of services, and has also mandated that we provide you this notice of detariffing.

The detariffing does not result in a change in prices, terms, or conditions to the services to which you currently subscribe, nor do we have any intention of making changes. We are obligated by PUCO to inform you that in the event of any future Ohio rate changes, changes in terms and conditions, or discontinuance of existing services, we are required to provide notice fifteen days in advance. Additionally, you will be able to view our service offerings and other terms and conditions via our MTA Service Guide, which can found online at www.pickmta.com. You can request a copy of this information by calling us on our toll free number at 1-800-935-2181.

Detariffing simply means that the Commercial Service Agreement, and not tariffs on file at the Ohio Commission, will control any services or change in Ohio based services. Your service will still be subject to consumer protections that are required and enforced by PUCO.

If you have any questions, please call us on our toll free number at 1-800-935-2181, or visit our website at www.pickmta.com

Sincerely,

A handwritten signature in black ink, appearing to read "James Smuthiak", is written over a horizontal line.

James Smuthiak

CFO

Midwest Telecom of America, Inc.

OATH

State of: Indiana)
County of: Lake)

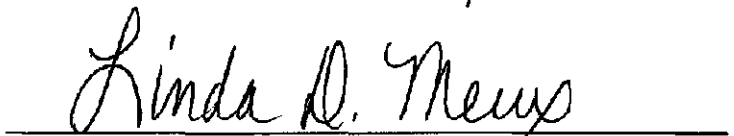
James Smutniak makes oath and says that he is Vice President of Midwest Telecom of America, Inc, and that he has examined the foregoing detariffing application, and to the best of his knowledge, information and belief, all statements of fact contained within the application are true. James Smutniak further makes oath that the Customer Notice letters shown in Exhibit E where in fact sent to Customers via US Mail, first class delivery, on or about June 13, 2008, and contained within Exhibit E are exact copies of said letters.


Signature of Affiant

Subscribed and Sworn to me, a Notary Public, in and for the State and County named above on this 24 day June, 2008.

My Commission expires 3/5/10

Notary Public - State of Indiana
Lake County
My Commission Expires:
March 5, 2010


Signature of Notary Public authorized to administer oath