



November 25, 2009
Via Electronic Delivery

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215-3793

RE: Neutral Tandem-Michigan, LLC – Replacement Tariff Pages
Case No. 09-0764-TP-ATA; Tariff No. 90-9283-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing please find the replacement access tariff submitted on behalf of Neutral Tandem-Michigan, LLC. This filing is submitted at the request of Staff in connection with the above referenced case number.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided.

Please contact me at (407) 740-3006 or croesel@tminc.com should you have any questions. Thank you for your assistance.

Sincerely,

Carey Roesel
Consultant to Neutral Tandem-Michigan, LLC

CR/lm
Enclosure

cc: Gerard Laurain – Neutral Tandem
file: Neutral Tandem - OH
tms: OHa0901a

CHECK SHEET

The pages listed below of this tariff are effective as of the date shown. Revised pages contain all changes from the original tariff that are in effect as of the date indicated.

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24	Original	*	50.1	Original	*			
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* - indicates those pages included with this filing

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Effective: November 30, 2009

By:

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1 South Wacker, Suite 200
Chicago, IL 60606

OHa0901a

SECTION 1 - DEFINITIONS

Certain terms used herein are defined as follows:

Access or Access Service - transmission or switching services to carriers for the purpose of the origination or termination of telephone Toll Service and does not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

Access Service Request (ASR) - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem - a Telephone Company switching system that provides a distribution function for Access Service traffic between Telecommunications Carriers.

Act - means the Communications Act of 1934 [47 U.S.C. 153(R)], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C., and as interpreted by Applicable Law

Alternate Access Tandem - an access tandem owned by a party other than the Telephone Company.

Answer/Disconnect Supervision - the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Automatic Number Identification (ANI) - a multi-frequency signaling Common Switching Optional Feature that provides the automatic transmission of a seven or ten digit number and information digits to the customer's premises for call originating in the LATA, to identify the calling station.

Bit - the smallest unit of information in the binary system of notation.

SECTION 1 – DEFINITIONS, (CONT'D.)

Busy Hour Minutes of Capacity (BHMC) - the customer specified maximum amount of Access Service minutes the customer expects to be handled in a designated switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the service ordered. This customer furnished BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the service ordered.

Call – an end user attempt for which the complete address code (e.g., 10 digits) is provided to the serving dial tone office.

Calling Party Number (CPN) - means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.

Carrier or Telecommunications Carrier - any individual, partnership, association, joint-stock company, trust, or corporation certified by the Commission engaged for hire in communication by wire or radio; provided that where the defined term “Non-Carrier” is used in this tariff, the entity will not be considered a Telecommunications Carrier.

Carrier Identification Code - a numeric code currently used for routing traffic and billing purposes.

Central Office - a Telephone Company switching center.

Central Office Code - the first three digits (NXX) of the seven-digit telephone number assigned to an end user's telephone exchange service.

Channel(s) - an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Commission - Refers to the Public Utilities Commission of Ohio, unless otherwise indicated.

Common Channel Signaling Network - a digital data network carrying signaling, routing, and control information which interfaces with the voice/data network.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Constructive Order - Delivery or acceptance of calls over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly, the selection of the Customer as the presubscribed IXC by any End user constitutes a Constructive Order of switched access by the Customer.

Customer(s) - any individual, partnership, association, joint-stock company, trust, corporation, or any other entity which subscribes to the services offered under this tariff.

Dedicated Transport – Direct-trunked transport provided between the customer's facility and a Telephone Company facility, hub, or tandem.

End Office Switch – a Carrier local switching system, wireless or wireline, where Customer traffic is switched for purposes of interconnection to End User(s).

End User - any customer of a telecommunications service that is not a carrier.

Entrance Facility - A Transport facility that provides dedicated transport from the customer's point of termination to the Telephone Company's facility.

Exchange - a unit generally smaller than a LATA, established by the incumbent local service provider for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Exchange Telephone Company - An n-facilities-based ILEC and CLEC that provides basic local exchange services to consumers on a common carrier basis.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Local Calling Area - a geographical area, as defined in the incumbent telephone company's local exchange service tariff, in which an end user may complete a call without incurring Toll charges including non-optional EAS.

Local Access and Transport Area (LATA) - a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Line Information Data Base (LIDB) - a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that stored in LIDB and in its Line Records are: ABS validation data, originating line number screening (OLNS) data, ZIP Code data, and calling name information.

Line Record - means information in LIDB and/or the LIDB administrative system that is specific to a single telephone number or billing number.

Line-Side Connection - a connection of a transmission path to the line side of a local exchange switching system.

Major Fraction Thereof - is any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of one hour, a major fraction of one hour would be 31 minutes. Therefore, if a given service is interrupted for one hour and 31 minutes, the customer would be given a credit for two hours. For one hour and 30 minutes or less, the customer would be given credit for one hour.

Meet-Point Billing (MPB) - refers to the billing associated with interconnection of facilities between two or more carriers for the routing of traffic to and from an interexchange carrier with which one or more of the carriers does not have a direct connection. In a multi-bill environment, each local carrier bills the appropriate tarified rate for its portion of a jointly provided Access Service.

SECTION 1 – DEFINITIONS, (CONT'D.)

Message - a "Call" as defined preceding.

Minutes of Use (MOUs) – the number of minutes for which a customer is billed in relation to any usage-sensitive service element provided by the Telephone Company

Mobile Switching Center (MSC) - is the location of the switch in a cellular telephone network used by a Commercial Mobile Radio Services (CMRS) provider in performing, *inter alia*, terminating and originating functions for calls to and from a CMRS provider's end user.

MTA - Major Trading Area as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

Network Interface - the point of interconnection between Telephone Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises or point of interconnection. The network interface or demarcation point shall be located on the Customer's side of the telephone company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the Telephone Company's reasonable and nondiscriminatory standard operating practices.

Non-Carrier - any individual, partnership, association, joint-stock company, trust, governmental entity or corporation which has not been explicitly classified as a Telecommunications Carrier by the Federal Communications Commission.

North American Numbering Plan (NANP) - a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-hook - the active condition of a Switched Access Service connection.

On-hook - the idle condition of a Switched Access Service connection.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Off-Net – An Access call that is not an On-Net call.

On-Net – An Access call that can be terminated to an interconnected End Office Switch.

Originating Direction - the origination of calls from an End User premises.

Originating Point Code - a field within a signaling message that identifies the originating network signaling node.

Other ILEC Areas –designates the rates applicable for areas served by ILECs not specifically named in this tariff.

Percentage for Interstate Use (PIU) - Interstate jurisdictional use of a service as reported by the customer. This percentage is stated as a whole number percentage which is the customer's best estimate of the percentage of the total use of the service that will be interstate in nature.

Point of Termination - the point of demarcation within a customer-designated premises or point of interconnection at which the Telephone Company's responsibility for the provision of service ends.

Premises - a building, a portion of a building in a multi-tenant building or buildings on continuous property not separated by a public thoroughfare.

Presubscription - An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC)

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SECTION 1 – DEFINITIONS, (CONT'D.)

Service Code - an SS7 parameter that allows individual calls to be identified and routed based on specific service characteristics.

Service Interface - is that point of termination where all tariffed technical/physical parameters are defined. The Service Interface is located at the Network Interface or may be extended at the customer's request.

Signaling System Seven (SS7) - the layered protocol used for standardized Common Channel Signaling in the United States.

Telephone Company – Neutral Tandem-Michigan, LLC

Telephone Toll Service ("Toll Service") - is as defined in the Act (SEC. 3. [47 U.S.C. 153](48).

Terminating Carrier – The carrier terminating a call to an End User.

Terminating Direction - the completion of calls to an End User premises.

Trunk - a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection - the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method - a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

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SECTION 2 - GENERAL REGULATIONS

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services which it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability, if any, applicable to such services, if any; or

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Telephone Company, (Cont'd.)****2.1.3 Liability, (Cont'd.)**

- (B) The Telephone Company shall not be liable for:
- (1) Any act or omission of any other carrier or customer providing a portion of a service;
 - (2) Any intentional, wrongful act of a Telephone Company employee when such act is not within the scope of the employee's responsibilities for the Telephone Company and/or is not authorized by the Telephone Company;
 - (3) Any noncompletion of calls due to network busy conditions; and
 - (4) Any calls not actually attempted to be completed during any period that service is unavailable.
- (C) The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.
- (D) The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:
- (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or Interconnected Carrier ("IC");
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Telephone Company, (Cont'd.)****2.1.3 Liability, (Cont'd.)**

- (I) The Telephone Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Telephone Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (J) Except as otherwise stated herein, any claim under this tariff against the Telephone Company shall be deemed to have been waived unless presented in writing to the Telephone Company within ninety (90).
- (K) NEITHER TELEPHONE COMPANY NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, INCLUDING THEIR OWN CUSTOMERS OR END USERS, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS, ARISING IN ANY WAY OUT OF OR UNDER THIS TARIFF OR RELATED AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CARRIER'S AND ITS SUBCONTRACTORS LIABILITY TO CUSTOMER AND ITS CUSTOMERS OR END USERS ARISING OUT OF OR UNDER THIS TARIFF OR RELATED AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO CARRIER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE EVENT RESULTING IN LIABILITY OCCURS.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Telephone Company, (Cont'd.)****2.1.3 Liability, (Cont'd.)**

- (L) DISCLAIMER OF WARRANTIES. TELEPHONE COMPANY MAKES NO WARRANTY TO CUSTOMER, OR TO ITS OWN CUSTOMERS, END USERS, OR ANY OTHER PERSON, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, TITLE, NONINFRINGEMENT, QUIET ENJOYMENT OR QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO THE SERVICES AND ANYTHING PROVIDED OR USED UNDER, OR AS A RESULT OF, THIS TARIFF OR ANY RELATED AGREEMENT.
- (M) Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause

2.1.4 Provision of Services

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

2.1.5 Maintenance of Services

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.1 Undertaking of the Telephone Company, (Cont'd.)****2.1.6 Refusal and Discontinuance of Service**

- (A) Unless the provisions of 2.2.1(B) apply, if a customer fails to comply with the provisions of this Tariff or other requirements agreed to by the customer, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on five (5) days written notice of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer and/or discontinue the provision of services at any time thereafter. Telephone Company reserves the right to refuse service to any carrier whose use or continued use of the Service would be materially adverse to the interest of the Telephone Company or Interconnected Carriers.

If the Telephone Company does not refuse additional applications for service on the date specified in the five (5) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service by the non-complying customer without further notice.

- (B) If the Telephone Company discontinues service, it will no longer route any traffic that uses the customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic. In the case of such discontinuance, all applicable charges, including termination liability charges, if any, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the five (5) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.1 Undertaking of the Telephone Company, (Cont'd.)

2.1.6 Refusal and Discontinuance of Service, (Cont'd.)

(C) [Reserved for Future Use]

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SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.8 Traffic Information**

- (A) Customers originating traffic to the Telephone Company shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall, at a minimum, include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, when including such information is technically feasible, (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"), (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"), (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d), (e) Jurisdictional Indicator Parameter ("JIP") and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is suspected that Customer has: (a) directly or indirectly made any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, the Customer will have 30 days after notification by the Telephone Company to provide the Telephone Company any evidence to the contrary. If it is determined, with the Commission acting as final arbiter, that Customer has engaged in (a) or (b) above, all of the Customer's traffic subject to this investigation will be re-rated to the highest tariff rate. Upon request, Telephone Company will provide to Customer available Signaling Data for traffic terminated to Customer.
- (B) Where SS7 connections exist, customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Telephone Company for each call.
- (C) If customer is passing Line Information but the Telephone Company is not properly receiving information, the parties will work cooperatively to correct the problem.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.9 Jurisdictional Report Requirements**

- (A) In this section the terms "trunk group" shall be assumed to also represent a single line or trunk.
- (B) Reporting by the Customer of the expected jurisdictional* use of services is required because the Telephone Company cannot determine the actual jurisdiction of the customer's usage from every type of call detail recording. In some cases the Telephone Company cannot record the customer's usage of the service at all. The information reported by the customer will be used by the Telephone Company in an effort to determine the appropriate charges, as set forth in 2.3.10 following. The customer must always report this information for those services or portions of services for which the actual jurisdictional use cannot be determined by Telephone Company.
 - (1) When a customer orders a new Access Service, the customer shall, in its order, state the proportion of the service which is to be provided for interstate use. This proportion is the Percent for Interstate Use or PIU. The customer can either specify one general PIU for the service usage or the customer can specify an 800 terminating PIU and a residual PIU. All PIUs shall be stated as whole number percentages. If the customer chooses to report one general Percent for Interstate Use, then the general PIU will be the customer's best estimate of the percentage of the total use of the trunk group that will be interstate in nature.

* Call jurisdiction is determined pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.10 Determination of Intrastate Charges for Mixed Interstate and Intrastate Access Service**

When mixed interstate and intrastate Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including the associated charges for transport and port charges and optional features, will be prorated between interstate and intrastate. The Percentage for Intrastate Use (PSU or 1- PIU) reported as set forth in 2.3.9 preceding will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

(A) For monthly and nonrecurring chargeable rate elements**(1) Access Services Except Direct-Trunk Transport Facilities or Entrance Facilities**

Multiply the general PSU or the residual PSU, if the customer has chosen to provide usage type PSUs, times the quantity of chargeable elements times the stated applicable tariff rate per element

(2) Direct-Trunked Transport Facilities and Entrance Facilities

Multiply the Direct-Trunked Transport Facility or Entrance Facility PSU, times the quantity of chargeable elements times the stated applicable tariff rate per element.

(B) For all Access Services usage sensitive chargeable rate elements:**(1) If the actual jurisdiction of the usage can be reasonably identified, multiply the actual measured use that is identified by jurisdiction times the applicable stated tariff rate.****(2) If the customer has chosen to provide one general PSU for all usage types, then multiply the general PSU times actual usage (i.e., measured or Telephone Company assumed average usage) which cannot be reasonably jurisdictionally identified times the stated tariff rate. If the customer has chosen to provide separate usage type PSUs and the residual PSU, then multiply the usage type PSU or the residual PSU times the corresponding actual usage type minutes of use times the stated applicable tariff rate.**

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.11 Certification of Access Services As Intrastate

When a customer orders a service from this tariff, the customer shall certify in its order that the service meets the requirements for classification as intrastate. The customer shall be responsible for advising the Telephone Company of any changes in such classification.

2.3.12 Certification of Access Services

When a customer orders Access Service from this tariff, the customer shall certify in its order that the traffic it is sending via the Access Service meets the requirements for Call Classification as Access Service. The customer shall be responsible for advising the Telephone Company of any changes in such classification.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.18 Exchange of Traffic and Information**

All facilities interconnected to the Telephone Company by Customer shall be two-way in nature, unless otherwise agreed in writing by the Telephone Company. Customer shall accept both originating and terminating traffic from the Telephone Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other customers of the Telephone Company and for delivering traffic to the Telephone Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Telephone Company's network as referenced in Telcordia BOC Notes on LEC Networks Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to the proper address on its network. Customer shall exercise best efforts in responding to requests by the Telephone Company to install additional facilities and capacity with the customer to accommodate traffic volumes and maintain the highest network quality standards.

2.3.19 Non-Authorized Traffic

Customers agree to not send Carrier Non-Authorized Traffic (e.g., traffic that is not Access traffic, including 911, 411, 976, directory assistance, and 0+ operator services local calls). Telephone Company will block any Carrier Non-Authorized Traffic sent to the Telephone Company switches and will have no obligation to carry such traffic.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.20 Customer Responsibility**

Customers seeking to cancel service for traffic terminating to the Company have an obligation to cease sending such traffic to the Company's network..

2.3.21 Determination of InterMTA and IntraMTA Traffic

CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA or interMTA. The report will also detail what percentage of the interMTA traffic is intrastate and what percentage is interstate (PIU).

Reports regarding the percentages of intraMTA or interMTA traffic (and the intrastate or interstate jurisdiction of interMTA traffic) shall be based on actual usage or a reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice no more than twice a year, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures and other information related to the traffic originated by the CMRS provider and terminated to the Company. The customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this tariff.

If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent interMTA of 50% on all traffic originated by the CMRS provider for termination by the Company until such reports are provided by the CMRS provider, or until the Company has three (3) months' of jurisdictional information associated with the CMRS provider's traffic sufficient to develop a percent interMTA factor.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.4 Payment Arrangements and Credit Allowances, (Cont'd.)****2.4.1 Payment of Rates, Charges and Deposits, (Cont'd.)****(C) (1), (Cont'd.)**

Further, if any portion of the payment is received by the Telephone Company after the payment date as set forth herein, or if any portion of the payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, applied on a simple interest basis for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Telephone Company, or
- (b) 0.000493 per day, (annual percentage rate of 18.0% applied on a simple interest basis for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

- (D) A good faith dispute requires the Customer to provide a written claim to the Telephone Company within ninety (90) days of the event giving rise to the dispute. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Telephone Company to investigate the merits of the dispute. The Commission will be the final arbitrator if disputes cannot be resolved between the two parties.

In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (C) preceding. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until 10 working days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. If the customer disputes the billed amount and the billing dispute is resolved in the favor of the customer, the customer will receive a refund for any amount overpaid plus interest if applicable as described below.

SECTION 2 - GENERAL REGULATIONS, (CONT'D.)**2.4 Payment Arrangements and Credit Allowances, (Cont'd.)****2.4.7 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved**

When an Access Service is ordered by a Customer where one portion of the service is provided by the Telephone Company and the other portion of the service is provided by another Access Service provider, the Telephone Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.5 Notices

2.5.1 Any notices or other communications required or permitted to be given or the terms of this section shall be in hard-copy writing, unless otherwise specifically provided herein. Such notices or communications shall be sufficiently given if delivered personally, or if delivered by prepaid overnight express service, or if delivered by confirmed facsimile transmission and with a copy delivered thereafter either personally, or by prepaid overnight express service, to the Customer's authorized representative.

2.5.2 Notice shall be given to the Telephone Company's Vice President – Regulatory, 1 South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.

A copy of each notice relating to an action, suit, proceeding or claim is to be sent simultaneously to the Telephone Company's General Counsel, 1 South Wacker Drive, Suite 200, Chicago, IL 60606. Facsimile: (312) 346-3276.

2.5.3 Either party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven days' prior written notice to the other party in compliance with this section. Any notice or other communication shall be deemed given when received.

2.6 Early Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Telephone Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:

- (a) all unpaid nonrecurring charges reasonably expended by the Telephone Company to establish service to Customer, plus;
- (b) all recurring charges specified in the term plan for the balance of the then current term.

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SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Access Service**

- 3.1.1 Access Service enables Interconnected Carriers or the Company to originate Toll Service to Toll Service providers and Toll Service providers to terminate Toll Services to Interconnected Carriers or the Company. Access Services do not include 911, 411, 976, 311, 611, 500, 950, Directory Assistance, 0+ local, and 0+ operator services.

Access Service for traffic originating to Toll Service providers can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

Access Service for traffic terminating to Interconnected Carriers or Company End Office can be delivered either over a direct connection between the Company and Toll Service provider when the connection exists, or when the connection does not exist, via an Alternate Access Tandem.

For Access traffic routed from or to Non-Carriers, the Company will function as an End Office provider rather than as an Access Tandem provider.

SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Access Service, (Cont'd.)****3.1.3 Access Rate Element Descriptions****A. Entrance Facility**

An Entrance Facility provides for a dedicated transmission facility between the customer designated premises and the Telephone Company network. Charges are assessed on a nonrecurring and monthly recurring basis.

B. Direct-Trunked Transport**1. Direct Trunked Transport – Fixed**

Direct Trunked Transport – Fixed provides for the termination of the interoffice facility at each end of the Direct Trunked Transport service. Charges are assessed on a nonrecurring and monthly recurring basis.

2. Direct Trunked Transport - Per Mile

Direct Trunked Transport - Per Mile provides for the interoffice transmission facility of the Direct Trunked Transport service. Monthly recurring charges apply per mile of interoffice transport.

C. Dedicated Multiplexing

Dedicated DS3/DS1 multiplexing is required at Telephone Company end office or tandem locations when the customer orders a DS3 dedicated service to the end office or tandem. Charges are assessed on a nonrecurring and monthly recurring basis.

D. Dedicated Tandem Trunk Port

A Dedicated Tandem Trunk Port provides for the termination of dedicated facilities, at the DS1 (1.544 Mbps) level, in a tandem switch trunk port. Charges are assessed on a monthly recurring basis.

E. Dedicated Trunk Port

A Dedicated Trunk Port provides for the termination of dedicated facilities, at the DS1 (1.544 Mbps) level, in an end office switch trunk port. Charges are assessed on a monthly recurring basis.

SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Access Service, (Cont'd.)****3.1.3 Access Rate Element Descriptions, (Cont'd.)****J. Local Switching**

Local Switching provides, on a per access minute basis, for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements and (2) intercept functions, i.e., the termination of certain calls at a Telephone Company intercept operator or recording.

K. Toll Free Data Base Access Service (DIP)

Toll Free Data Base Access Service is a service offering that utilizes originating Access Service to deliver Toll Free calls to the Telephone Company's Customers. The service provides for the forwarding of end user dialed Toll Free calls to a Telephone Company Service Switching Point which will initiate a query to the database to perform the Customer identification and delivery function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed Toll-Free number. Records exchange, rating and billing for Toll Free Data Base Access Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

(1) Customer Identification Charge

The Toll Free Data Base Access Service Customer Identification Charge applies for the identification of the appropriate Interexchange Carrier Customer. The charge is assessed to the Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Identification (Basic Query) Charge is set forth in Section 4.1.15.

(2) Customer Delivery Charge

The Toll Free Data Base Access Service Delivery Charge (POTS Translation) applies for the delivery of the dialed Toll-Free ten-digit number or the standard network routing (POTS) number. The charge is assessed to the Interexchange Carrier Customer on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query Customer Delivery (POTS Translation) Charge is set forth in Section 4.1.15.

SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)**3.1 Access Service, (Cont'd.)****3.1.3 Access Rate Element Descriptions, (Cont'd.)****(L) Toll Free Interexchange Delivery Service**

Subject to Section 3.1.2, Toll Free Interexchange Delivery Service is an access service in which the Telephone Company transports Toll Free traffic originated by a third party who is not an end user or other user of the Telephone Company's local exchange or exchange access service through its wire center to an Interexchange Customer, or to an Alternative Access Tandem that will then route the access call to the Interexchange Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Telephone Company. In a Toll Free Inter-Exchange Delivery Service call, the Telephone Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 4.1.15 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

(M) Pay Telephone Compensation

When a Toll-Free number is dialed from a payphone and carried over the Telephone Company's facilities to an Interexchange Carrier Customer, the Interexchange Carrier Customer, or a successive carrier, may be responsible for compensating the Pay Telephone Service Provider ("PSP") in accordance with the rules prescribed by the Federal Communications Commission ("FCC"). If the Interexchange Carrier Customer is not capable of reporting and/or remitting Pay Telephone Compensation as prescribed by the FCC, it may contract with the Telephone Company to provide that service. Unless the Interexchange Carrier requests such service, no Pay Telephone Compensation charge will be assessed by the Telephone Company to the Interexchange Carrier.

SECTION 3 – SERVICE DESCRIPTIONS, (CONT'D.)

3.1 Access Service, (Cont'd.)

3.1.4 Customer is responsible for compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans.

3.1.5 There are three types of rates and charges that apply to Access Service. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied as set forth in Section 4.1

3.1.6 [Reserved for Future Use]

3.1.7 Access Service shall be on a Meet Point Billing (“MPB”) basis, with all applicable carriers billing their respective portions of the charges directly to the Toll Service provider, and Telephone Company will not be required to function as or use a billing intermediary, e.g. clearinghouse.

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SECTION 4 – RATES AND CHARGES, (CONT'D.)
4.1 Access Service Charges**4.1.1 Entrance Facility**

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>	<u>Monthly Extension</u>
Entrance Facility - (DS3)			
AT&T areas (12 month term required)			
First	\$2,038.00	\$707.40	\$1,270.00
Add'l	\$1,963.00	\$707.40	\$1,270.00
Verizon areas	\$1,000.00	\$1,200.00	
Embarq areas	\$500.00	\$762.20	
Cincinnati Bell areas		\$1,500.00	
Other ILEC areas		\$1,500.00	
Entrance Facility - (DS1)			
AT&T areas			
First	\$1,246.00	\$161.00	
Add'l	\$1,186.00	\$161.00	
Verizon areas	\$450.00	\$240.00	
Embarq areas	\$400.00	\$60.25	
Cincinnati Bell areas		\$135.79	
Other ILEC areas		\$135.79	

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SECTION 4 – RATES AND CHARGES, (CONT'D.)
4.1 Access Service Charges, (Cont'd.)

4.1.12	Local Switching, per minute of use	<u>Usage Charge</u>
	AT&T areas	\$0.0031160
	Verizon areas	\$0.0022077
	Embarq areas	\$0.0036440
	Cincinnati Bell areas	\$0.0036714
	Other ILEC areas	\$0.0036714
4.1.13	Carrier Common Line	
	Per minute of use	\$0.000000
4.1.14	Interconnection Charge	
	per minute of use	\$0.0000000
4.1.15	Database Charges	
	LNP Query - per query	\$0.0020020
	800 Query - AT&T areas	
	Basic, per query	\$0.0023040
	POTS translation, per query	\$0.0000000
	800 Query - Verizon areas	
	Basic, per query	\$0.0085684
	POTS translation, per query	\$0.0000000
	800 Query - Embarq areas	
	Basic, per query	\$0.0067550
	POTS translation, per query	\$0.0013500
	800 Query - Cincinnati Bell areas areas	
	Basic, per query	\$0.0023910
	POTS translation, per query	\$0.0002000
	800 Query - Other LEC areas	
	Basic, per query	\$0.0023910
	POTS translation, per query	\$0.0002000
4.1.16	Access Service Installation Charges	
		<u>Nonrecurring Charge</u>
	Per Service Order Fee:	\$50.00
	Per Reconfiguration:	\$50.00

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SECTION 5 - SPECIAL ARRANGEMENTS, (CONT'D.)**5.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

5.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Promotional Programs must be made available to all similarly situated carriers on a non-discriminatory basis.

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