



December 10, 2009

Via Efiling

Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

**RE: YMax Communications Corp. Final Tariff Pages for Access Services Tariff Revision
PUCO Tariff No. 2- Case No. 09-1059-TP-ATA**

Dear Ms. Jenkins:

Enclosed for filing please find the *final* access tariff pages submitted on behalf of YMax Communications Corp. in the above referenced Case Number. This filing was dated to become effective December 6, 2009.

Questions regarding this filing may be directed to (407) 740-3031 or via e-mail at sthomas@tminc.com.

Thank you for your assistance.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant to YMax Communications Corp.

ST/im

Enclosures

cc: Office of Ohio Utilities Consumer Counsel
M. Green, PUCO
P. Russo, YMax
File: YMax – OH Access
TMS: OHA0901B

YMAX COMMUNICATIONS CORP.

5700 Georgia Avenue

West Palm Beach, Florida 33405

P.U.C.O. Tariff No. 2

Third Revised Sheet 2

Cancels Second Revised Sheet 2

CARRIER-TO-CARRIER TARIFF

CHECK SHEET

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

SHEET	REVISION		SHEET	REVISION	SHEET	REVISION	
Title	First		26	First	51	Original	
1	Third	*	27	First	52	Original	
2	Original		28	Original	53	Original	
3	Original		29	Original	54	Original	
4	Original		30	Original	55	Original	
5	Original		31	Original	56	Original	
6	Original		32	Original	57	Original	
7	Original		33	Original	58	Original	
8	Original		34	Original	59	Original	
9	Original		35	Original	60	Second	*
10	Original		36	Original	60.1	First	*
11	Original		37	Original	61	Original	
12	Original		38	Original	62	Original	
13	Original		39	Original			
14	Original		40	Original			
15	Original		41	Original			
16	Original		42	Original			
17	Original		43	Original			
18	Original		44	Original			
19	Original		45	Original			
20	Original		46	Original			
21	Original		47	Original			
22	First	*	48	Original			
23	First	*	49	First	*		
24	Original		49.1	Original	*		
25	Original		50	First	*		

 Issued: November 5, 2009

Effective: December 6, 2009

Issued by:

Dr. Daniel Borislow, CEO & President

5700 Georgia Avenue

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Case No.: 09-1059-TP-ATA

CARRIER-TO-CARRIER TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.9 Obligations of the Customer (Continued)

2.9.2 With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

A. Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

B. Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

C. Jurisdictional Reports

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- (1) Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for originating minutes is submitted as specified herein, actual 3 months prior usage will be used to determine the projected PIU factor, if such usage history is available. If no such usage history is available, a default PIU of 50% will be applied.

(C)

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(C)

(M)

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(M)

Material previously located on this sheet has been moved to Sheet 23.

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CARRIER-TO-CARRIER TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D)**2.9 Obligations of the Customer (Continued)****2.9.2 (continued)****C. Jurisdictional Reports (continued)**

- (2) Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, actual 3 months prior usage will be used to determine the projected PIU factor, if such usage history is available. If no such usage history is available, a default PIU of 50% will be applied. (M) | (C) | (M) (C)
- (3) Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

D. Jurisdictional Audits

- (1) The Customer shall keep sufficient detail from which the percentages of interstate and intrastate use reported to the Company can be verified and upon request of the Company make such records available for inspection and audit. The customer must maintain these records for 24 months from the date the report became effective for billing purposes.
- (2) Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single customer no more than once per year. The customer shall supply the required data within 30 calendar days of the Company request.
- (3) In the event that an audit reveals that any customer reported PIU was incorrect, the Company shall apply the audit result to all usage affected by the audit. The customer shall be backbilled or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Backbilled amounts are subject to a late payment penalty and payment shall be made in immediately available funds, within 31 days from receipt of bill or by the following bill date, whichever is a shorter period.

Material located on this sheet was previously located on Sheet 22.

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CARRIER-TO-CARRIER TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories, (Cont'd.)

3.3.1 End Office Switching, (Cont'd.)

B. Switched Transport, (Cont'd.)

- (4) **Common multiplexing** is provided on a usage-sensitive basis in conjunction with Tandem Switched Transport. Switched access facilities are connected to the tandem as DS1/T-1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps. (N)
- (5) **Host-Remote Termination** rate is assessed to all switched minutes transported between the Host office and a RSM or RSS. Host Remote rates apply to all Feature Groups used to connect to the Host office.
- (6) **Host-Remote Facility** rate applies on a per minute per mile basis to all switched access minutes transported between the Host office and a RSM and RSS, regardless of the type of Switched Transport service the Customer uses to connect to the Host office. (N)

C. End Office Switching (M)

The End Office Switching rate category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP. (M)

- (1) **Local Switching** rate element provides 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. (N)

Material located on this sheet was previously located on Sheet 49.

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CARRIER-TO-CARRIER TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

3.3.1 End Office Switching, (Cont'd.)

C. End Office Switching, (Cont'd.)

- (2) **Common Trunk Ports** used by multiple customers provides for the termination of common transport trunks in common trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. (N)

3.3.2 Toll-Free 8XX Data Base Query

Toll-Free 8XX Data Base Query is a service offering that utilizes originating trunk side Switched Access Service to deliver Toll Free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of End User dialed Toll Free calls to a 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). (T)

3.3.3 Switched Access Optional Features

[Reserved for Future Use.] (D)

CARRIER-TO-CARRIER TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**3.9 Rates and Charges****3.9.1 Carrier Common Line Access**

Originating Per Access Minute	\$0.000000
Terminating Per Access Minute	\$0.000000
800 Database Query, Per Call	\$0.002304

3.9.2 Switched Transport

A.	Tandem Switched Transport Termination, per Minute		
	Zone 1	\$0.000103	
	Zone 2	\$0.000103	
	Zone 3	\$0.000105	
	Zone 4	\$0.000107	
	Zone 5	\$0.000109	
B.	Tandem Switched Facility, per Minute, per Mile		
	Zone 1	\$0.000013	
	Zone 2	\$0.000014	
	Zone 3	\$0.000014	
	Zone 4	\$0.000014	
	Zone 5	\$0.000014	
C.	Tandem Switching, per Minute		
	Zone 1	\$0.001118	
	Zone 2	\$0.001151	
	Zone 3	\$0.001155	
	Zone 4	\$0.001291	
	Zone 5	\$0.001856	
D.	Common Transport Multiplexing (CMUX), per Minute		
	Zone 1	\$0.000015	
	Zone 2	\$0.000017	
	Zone 3	\$0.000018	
	Zone 4	\$0.000018	
	Zone 5	\$0.000018	
E.	Host/Remote Transport Elements		
	a. Transport, per Minute	\$0.000410	(I)
	b. Transport, per Minute, per Mile	\$0.000021	(I)
	c. CMUX, per Minute	\$0.000000	
	d. CTP, per Minute	\$0.000371	

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P.U.C.O. Tariff No. 2

First Revised Page 60.1

Cancels Original Page 60.1

CARRIER-TO-CARRIER TARIFF

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**3.9 Rates and Charges, (Cont'd.)****3.9.3 End Office Switching**

Local Switching (per access minute)	\$0.003116 (R)
Common Trunk Port (per access minute)	\$0.000371
Information Surcharge	\$0.000000

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Case No(s). 09-1059-TP-ATA

Summary: Amended Application - Final Access Tariff Pages electronically filed by Ms. Iris D. Mennens on behalf of YMax Communications Corp.