

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

WASHINGTON HARBOUR, SUITE 400

3050 K STREET, NW

WASHINGTON, D.C. 20007-5108

(202) 342-8400

NEW YORK, NY

CHICAGO, IL

STAMFORD, CT

PARSIPPANY, NJ

BRUSSELS, BELGIUM

FACSIMILE

(202) 342-8451

www.kelleydrye.com

AFFILIATE OFFICES

MUMBAI, INDIA

June 15, 2010

Ms. Renee Jenkins  
Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street, 10<sup>th</sup> Floor  
Columbus, OH 43215-3793

*Electronically Filed*

Re: MCC Telephony of the Midwest, LLC:  
Replacement Access Services Tariff (Tariff P.U.C.O. No. 3)

Dear Ms. Jenkins,

Enclosed, on behalf of MCC Telephony of the Midwest, LLC, please find the Company's replacement access services tariff (Tariff P.U.C.O. No. 3) for filing with the Commission. MCC Telephony's initial access services tariff (Tariff P.U.C.O. No. 2), approved in connection with the Company's certification, was effective March 11, 2010. At this time, the Company would like to replace its existing access services tariff in order to achieve consistency across the states within which it operates. The Company has no Ohio customers for its intrastate access services at this time to be adversely affected by this change. MCC Telephony respectfully requests that its access services tariff become effective on or before July 15, 2010.

If there are any questions regarding this tariff filing, please contact me at 202-342-8819 or via email at [wbrantl@kelleydrye.com](mailto:wbrantl@kelleydrye.com). Thank you for your assistance with this matter.

Cordially,



Winafred R. Brantl  
Counsel for MCC Telephony of the Midwest, LLC

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of )  
MCC Telephony of the Midwest, LLC )  
For Approval of its Tariff No. 3 to Cancel and Replace the )  
Company's Initial Access Services Tariff No. 2 )

TRF Docket No. 90-9380-TP-TRF

Case No. \_\_\_\_ - \_\_\_\_ - **TP** - \_\_\_\_

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) MCC Telephony of the Midwest, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 100 Crystal Run Road, Middletown, NY 10941

Company Web Address www.mediacomcc.com

Regulatory Contact Person(s) Anne Sokolin-Maimon

Phone 845-695-2610

Fax 845-695-2669

Regulatory Contact Person's Email Address amaimon@mediacomcc.com

Contact Person for Annual Report Anne Sokolin-Maimon

Phone 845-695-2610

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Charles Bartoletta

Phone 845-695-2695

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input checked="" type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05	<input type="checkbox"/> UNC 1-7-04 or (Non-Auto) 1-7-05		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

### Section 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 counsel for the applicant corporation, MCC Telephony of the Midwest, LLC, 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) June 14, 2010

at (Location) Washington, DC

\*(Signature and Title)

*Winafred Brantl, Counsel*

(Date) June 14, 2010

- 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, Winafred Brantl, verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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)

*Winafred Brantl, Counsel*

(Date) June 14, 2010

\*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*

**LIST OF EXHIBITS**

- A      CURRENT TARIFF PAGES**
- B      PROPOSED REPLACEMENT TARIFF PAGES**
- C      DESCRIPTION OF PROPOSED CHANGE(S) AND  
EFFECT UPON CUSTOMERS**
- D      STATEMENT REGARDING CUSTOMER NOTICE**

**EXHIBIT A**  
**CURRENT TARIFF PAGES**

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTRASTATE ACCESS SERVICES  
WITHIN THE STATE OF OHIO  
PROVIDED BY  
MCC TELEPHONY OF THE MIDWEST, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by MCC Telephony of the Midwest, LLC. This tariff is on file with the Public Utilities Commission of Ohio. MCC Telephony of the Midwest, LLC's principal office is located at 100 Crystal Run Road, Middletown, New York 10941. This Tariff is available for public inspection at the above address during regular business hours.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## CHECKSHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>		<u>Sheet</u>	<u>Revision</u>	
Title	Original	*	25	Original	*	50	Original	*
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*	66	Original	*
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			

\* - indicates those pages included with this filing

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
 President  
 MCC Telephony of the Midwest, LLC  
 100 Crystal Run Road  
 Middletown, New York 10941



CONCURRING CARRIERS

None

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

TABLE OF CONTENTS

CHECKSHEET ..... 1

CONCURRING CARRIERS ..... 2

TABLE OF CONTENTS..... 3

EXPLANATION OF SYMBOLS ..... 4

TARIFF FORMAT ..... 5

SECTION 1 - DEFINITIONS..... 6

SECTION 2 - RULES AND REGULATIONS..... 11

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE ..... 41

SECTION 4 - SWITCHED ACCESS SERVICE ..... 44

SECTION 5 - SWITCHED ACCESS RATES ..... 48

SECTION 6 - MISCELLANEOUS CHARGES..... 58

SECTION 7 - SPECIAL ARRANGEMENTS..... 63

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.O. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the P.U.C.O follows in its tariff approval process, the most current sheet number on file with the P.U.C.O is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level::
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).l.
  - 2.1.1.A.1.(a).l.(i).
  - 2.1.1.A.1.(a).l.(i).(1).
- D. Check Sheets - When a tariff filing is made with the P.U.C.O, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the P.U.C.O..

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

**Access Code:** A uniform seven digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

**Access Minutes:** The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**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:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

**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.

**Carrier or Common Carrier:** See Interexchange Carrier or Exchange

**Carrier. Central Office:** A Telephone Company switching center.

**CMRS:** Commercial Mobile Radio Services.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Commission -** Refers to the Public Utilities Commission of Ohio

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 1 - DEFINITIONS (CONT'D)

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: MCC Telephony of the Midwest, LLC.

Constructive Order: Delivery of calls to or acceptance of calls from the Customer's End Users 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 by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer: The firm, corporation, or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8)0( Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8)0( is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency, or any other carriers authorized to provide service in the state of Ohio, or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a service date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 1 - DEFINITIONS (CONT'D)

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Interstate: For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate: For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 8 2-019 2 for the provision and administration of communications services.

Line Information Data Base (LIDS): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 1 - DEFINITIONS (CONT'D)

**Network Services:** The Company's telecommunications Access Services offered on the Company's Network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Originating Direction:** The origination of calls from an End User premises.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**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:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Pre subscription:** 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).

**Primary Interexchange Carrier (PIC):** The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



SECTION 1 - DEFINITIONS (CONT'D)

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Service Order:** The written request for Network Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

**Service(s):** The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface:** The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**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.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS

## 2.1 UNDERTAKING OF THE COMPANY

## 2.1.1 Scope

The Company's services offered pursuant to this Tariff are furnished for Switched Access Service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

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

## 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Terms and Conditions

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company equipment as described below.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering, installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Liability of the Company (Cont'd)

- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.4 Liability of the Company (Cont'd)

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- I. The Company shall be indemnified 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 including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.
- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.1 UNDERTAKING OF THE COMPANY (CONT'D)

## 2.1.4 Liability of the Company (Cont'd)

- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
- M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- N. 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 court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.1 UNDERTAKING OF THE COMPANY (CONT'D)

## 2.1.5 Notification of Service-Affecting Activities

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

## 2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer within 30 days after approving an application for service, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.1 UNDERTAKING OF THE COMPANY (CONT'D)

## 2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in unusual locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 2.1.8 Special Construction

## A. General

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

1. where facilities are not presently available and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
4. where facilities are requested in a quantity greater than that which the Company would normally construct;
5. where installation is on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. installation involving abnormal costs; or
8. in advance of its normal construction schedules.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.9 Special Construction (Cont'd)

B. Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

1. nonrecurring type charges;
2. recurring type charges;
3. termination liabilities; or
4. combinations thereof.

C. Basis for Cost Computation

1. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - a. equipment and materials provided or used,
  - b. engineering, labor and supervision,
  - c. transportation, and
  - d. rights of way;
2. cost of maintenance;
3. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
4. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
5. license preparation, processing and related fees;
6. tariff preparation, processing and related fees;
7. any other identifiable costs related to the facilities provided; or
8. an amount for return and contingencies.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.9 Special Construction (Cont'd)

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

2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.2 PROHIBITED USES

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff,
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.0 above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.1 The Customer shall be responsible for (Cont'd):

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer premises at anytime for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company, and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses for:

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

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

## 2.3.3 Jurisdictional Reporting

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 where the call detail is insufficient to reasonably determine the appropriate jurisdiction of the traffic.

- A. 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 a quarterly basis. If no PIU for originating minutes is submitted as specified herein, the default PIU will be based on the average of the customer's actual PIUs for the prior 3 months.
- B. 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 a quarterly basis. If no PIU for originating minutes is submitted as specified herein, the default PIU will be based on the average of the customer's actual PIUs for the prior 3 months.
- C. 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.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

## 2.3.3 Jurisdictional Reporting (Cont'd)

- D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.3 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.3.3 Jurisdictional Reporting (Cont'd)

F. Traffic Measurement and Identification

Pursuant to rule 4901:1-7-12 (B)(1), all telephone companies, including CMRS providers, exchanging reciprocal compensation traffic and switched access traffic shall measure minutes-of-use for compensation purposes if technically and economically feasible, unless they mutually agree to a different arrangement in an interconnection agreement. However, telephone companies that are unable to measure traffic terminating on their network may use an allocation factor between the types of traffic in order to bill the originating telephone company. All telephone companies are required to maintain such records of traffic measurement, which will be subject to audits for validation of traffic jurisdiction upon request of the interconnecting telephone company.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.4 CUSTOMER EQUIPMENT AND CHANNELS

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.4 CUSTOMER EQUIPMENT AND CHANNELS (CONT'D)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS

2.5.1 Payment for Service

A. The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users. The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract.

B. Taxes

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

A. Unless otherwise specified herein, bills are due and payable upon receipt.

B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

C. Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer.

D. Amounts not paid within 30 days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.5 PAYMENT ARRANGEMENTS (CONT'D)

## 2.5.2 Billing and Collection of Charges (Cont'd)

- E. A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- F. If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges. The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Company does not receive notice of a dispute in writing within 90 days from receipt of the invoice, the invoice shall be considered correct, final, and binding on the Customer for all purposes and the Customer shall be deemed to have waived any right to dispute that invoice.
- G. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- H. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth above.
- I. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth above.
- J. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

2.5.2 Billing and Collection of Charges (Cont'd)

- K. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Oh 43215-3793  
(614) 466-3292

- L. In the event the Company incurs fees and expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any regulated amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

2.5.3 Refusal and Discontinuance of Service (Cont'd)

- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3 .F.1.(a-e), if
    - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or
    - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or
    - (c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or
    - (d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.5 PAYMENT ARRANGEMENTS (CONT'D)

## 2.5.3 Refusal and Discontinuance of Service (Cont'd)

- (e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
  - I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or
  - II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or
  - III. Any other Fraudulent means or devices; or
- 2. Upon ten (10) days' written notice to the Customer of any sum thirty (30)days past due;
- 3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
- 4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- G. In the event the Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- H. Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT ARRANGEMENTS (CONT'D)

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun. The special charges described will be calculated and applied on a case-by-case basis.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are causing the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the LEC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affect the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than eight (8) hours. The Customer shall be credited for an interruption of eight (8) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 8 or more)

B = total monthly recurring charge for affected service.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 2 — RULES AND REGULATIONS (CONT'D)

2..6 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

2.6.1 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company,
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstances or causes beyond the control of the Company,
- H. No credits will be provided for usage sensitive services.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 2 — RULES AND REGULATIONS (CONT'D)

## 2.7 TRANSFERS AND ASSIGNMENTS

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

## 2.8 NOTICES AND COMMUNICATIONS

2.8.1 The Customer shall designate on the Service Order, or equivalent, an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.8.2 The Company shall designate on the Service Order, or equivalent, an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.

2.8.3 All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

## 2.9 MEET POINT BILLING

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The 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).

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

## 3.1 GENERAL

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

In the absence of an ASR as described in Section 3.2, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

## 3.2 ACCESS ORDER

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

## 3.2.1 Access Service Date Intervals

Access Service is provided with one of the following service date intervals:

- Standard Interval
- 
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D)

3.2 ACCESS ORDER (CONT'D)

3.2.1 Access Service Date Intervals (Cont'd)

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a service date interval with the Customer when:

1. The Customer requests a service date before or beyond the applicable Standard Interval service date; or
2. There is no existing facility connecting the Customer premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a service date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval service date, or, when there is no Standard Interval, the Company offered service date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (CONT'D)

## 3.2 ACCESS ORDER (CONT'D)

## 3.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer, however, the modification will still be expressed in writing within seven days after acceptance of the verbal modification. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

## 3.2.3 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
  - 1. A change in the identity of the Customer of record; or
  - 2. A move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 4 - SWITCHED ACCESS SERVICE

## 4.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

4.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE  
ARRANGEMENTS

## 4.2.1 Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available, where capabilities exist).

Two types of Feature Group Access are available:

- A. Tandem Connect Access: This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from the Company's end office via the access tandem. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described herein.
- B. Direct Connect Access: The Company will provide facilities between the Customer's premises and a Company end office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access. Direct Connect Access is provided on an Individual Case Basis as a Special Service Arrangement pursuant to Section 7 of this tariff.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D)

4.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE  
ARRANGEMENTS (CONT'D)

4.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to provide the Company with a usage demand estimate for the first 3 months of service. This demand estimate should be included with the access order information.

4.2.3 Call Types

The following Switched Access Service call types are available:

- A. Originating 101XXXX FG Access
- B. Originating 800 FG Access
- C. Terminating FG Access

4.2.4 Originating 101XXXX FG Access

The access code for FG Access switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. Originating 101XXXX FG Access rates also apply where service is accessed via "1+" where presubscription is available.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D)

4.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE  
ARRANGEMENTS (CONT'D)

4.2.5 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + )0()0( call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.6 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-OXXX or 950-1)0(X access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 10 1X)0(X access codes.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 4 - SWITCHED ACCESS SERVICE (CONT'D)

4.3 REPORTS AND TESTING

4.3.1 Design Layout Report:

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing:

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, D.C. continuity and operational signaling.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 5 - SWITCHED ACCESS RATES

### 5.1 GENERAL

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

Non-Recurring Charges: One-time charges that apply for a specific work activity.

Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.

Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

End Office Switching (includes Common Line and Switched Transport)

Toll-Free 8XX Data Base Access Service

Optional Features

5.2.1 End Office Switching

A. Common Line

The Common Line component is related to the use of Company-provided end user common lines by customers and end users for intrastate access.

B. Switched Transport

The Switched Transport component is related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications. The Switched Transport component also includes transport between an end office which serves as host for a remote switching system or module (RSS or RSM) and the RSS or RSM.

1. Direct-Trunked Transport (DS1)

The Direct Transport Channel Mileage Termination rate element provides for the termination of the interoffice facility at each end of the Direct Transport Service.

The Direct Transport Channel Mileage rate element provides for the interoffice transmission facilities between the customer designated offices specified above. The channel mileage charges apply per mile of interoffice transport.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES (CONT'D)

5.2.1 End Office Switching (Cont'd)

B. Switched Transport (Cont' d)

1. Direct-Trunked Transport (D S1) (Cont' d)

a. Dedicated Tandem Trunk Port

A Dedicated Tandem Trunk Port is provided for all facilities terminated on the serving wire center side of the access tandem when the customer has requested tandem routing. The Dedicated Tandem Trunk Port rate is assessed monthly on a per LT-1 (1.544 Mbps) basis.

b. Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of direct facilities used by a single customer in an end office trunk port where traffic is transported between the serving wire center or the hub, and the end office. This rate is assessed for all Feature Group services on a per LT-1 (1.544 Mbps) basis.

2. Tandem Switched Transport

Tandem Switched Transport is composed of the following usage sensitive rate elements:

The Tandem Switched Transport - Termination element includes the non-distance sensitive portion of Switched Transport, and is assessed on a per access minute of use basis.

The Tandem Switched Transport - Facility element includes the distance sensitive portion of Switched Transport and is assessed on a per access minute of use per mile basis

The Tandem Switching element includes the access tandem switching associated with Tandem-Switched Transport traffic and is assessed per access minute switched through the tandem.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

## 5.2 RATE CATEGORIES (CONT'D)

## 5.2.1 End Office Switching (Cont'd)

## B. Switched Transport (Cont' d)

## 3. Common Multiplexing

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 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

## C. End Office Switching

The End Office Switching component is 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.

## 1. Local Switching

The 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 Company intercept operator or recording.

## 2. Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office 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. This rate will also be assessed on all minutes of use originating or terminating at a RSS/RSM.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.2 RATE CATEGORIES (CONT'D)

5.2.1 End Office Switching (Cont'd)

C. End Office Switching (Cont'd)

3. Host-Remote Transport

The 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.

The 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 or RSS, regardless of the type of Switched Transport service the customer uses to connect to the Host office

5.2.2 Toll-Free 8XX Data Base Access Service

Toll-Free 8XX Data Base Access Service 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).

5.2.3 Switched Access Optional Features

Various optional features may be available and will be priced on an individual case basis. All optional features contracts will be filed with the Public Utilities Commission of Ohio.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

## 5.3 BILLING OF ACCESS MINUTES

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

## 5.4 RATES AND CHARGES

5.4.1 Service Orders\*Nonrecurring Charge  
Per Line or Trunk

- (A) Service Implementation
  - (1) Installation
  - (2) Access Order Charge
- (B) Service Date Change
- (C) Design Change
- (D) Service Cancellation
- (E) Special Order Charge

\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

## 5.4 RATES AND CHARGES (CONT'D)

## 5.4.2 Common Line\*

Carrier Common Line Charge

Originating, per Minute

Carrier Common Line Charge

Terminating, per Minute

## 5.4.3 Switched Transport\*

## A. Entrance Facility

<u>Nonrecurring</u>	<u>Monthly</u>
<u>Charge</u>	<u>Recurring Charge</u>

First D S1  
Additional DS1s

## B. Direct-Trunked Transport

## 1. Direct Transport

<u>Nonrecurring</u>	<u>Monthly</u>
<u>Charge</u>	<u>Recurring Charge</u>

Per DS1 (per termination)

– First DS1

– Additional DS1s

Per DS1, per Mile

## 2. Dedicated Trunk Port

<u>Monthly</u>
<u>Recurring Charge</u>

Per DS1 Port

---

\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President

MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

5.4 RATES AND CHARGES (CONT'D)

5.4.3 Switched Transport (Cont'd)\*

C. Common Transport\*

1. Installation

First Trunk  
Additional Trunks

2. Tandem Switched Transport –  
Termination, per Minute

3. Tandem Switched Transport  
Facility, per Mile

4. Tandem Switching  
Per Minute

5. Common Multiplexing  
Per Minute

---

\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 5 - SWITCHED ACCESS RATES (CONT'D)

## 5.4 RATES AND CHARGES (CONT'D)

## 5.4.4 End Office Switching\*

## A. Local Switching, per Minute

All Zones

Usage Charge

## B. Common Trunk Port

All Zones

Usage Charge

## C. Host-Remote Transport

All Zones

Usage Charge

1. Host-Remote Termination, per Minute
2. Host-Remote Facility, per Minute, per Mile
3. Common Trunk Port, per Minute

## 5.4.5 Toll-Free 8XX Data Base Query\*

Per Query

## 5.4.6 Switched Access Optional Features

All Optional Features are offered on an Individual Case Basis (ICB). ICB arrangements are subject to Commission review. All optional features contracts will be filed with the Public Utilities Commission of Ohio.

---

\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



## SECTION 6 - MISCELLANEOUS CHARGES

## 6.1 INTRALATA PIC CHANGE CHARGE

IntraLATA Presubscription Change Charge, per line:

Manual PIC Change: \$5.50

Electronic PIC Change: \$1.25

When the interLATA and intraLATA PICs are changed simultaneously, 50% of the intraLATA PIC Change Charge will be waived.

## 6.2 UNAUTHORIZED PIC CHANGE

If an IC requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the IC is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected IC. No charge will apply to the billed party for this reassignment. The IC will be billed a charge as set forth below for the unauthorized PIC change.

Unauthorized PIC Change \$18.00

## 6.3 EXPEDITED PIC SWITCHBACK SERVICE

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge as set forth below will apply to the IC that requested the PIC Switchback to expedite the switchback to the end user's or its authorized agent's former PIC. This charge is applied in addition to the PIC change charge set forth in this Section.

Expedited PIC Switchback \$10.00

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

## 6.3 LOCAL NUMBER PORTABILITY (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete calls to numbers that have been ported. This capability has been activated on a switch specific basis as specified in the Local Exchange Routing Guide (LERG) and/or the National Exchange Carrier Association Inc., F.C.C. No. 4. Tariff

## 6.3.1 Local Number Portability Query Description

- A. LNP Query (LNPQ) is an advanced intelligent network capability which utilizes the common channel signaling network to query a database to secure network routing instructions before completion of a call. This database contains the Location Routing Number (LRN) that identifies the switch of the Local Service Provider that serves a customer with a ported DN. The LRN is used to direct the call to the correct network switching element for completion to the end user customer. Where more than one network is involved in completing the call, the network prior to the termination (i.e., the N-1 Network) is normally responsible for querying a LNP database to secure the LRN which is then used in routing the call. In some network arrangements, a third-party's tandem may be interposed between the N-1 carrier and the terminating network.
- B. Where the carrier does not perform a database query, and delivers a call directly to a switch in the Company's network for a NXX designated as a number portable code in the Local Exchange Routing Guide and National Exchange Carrier Association Inc. F.C.C. No. 4, the Company may perform a query for the carrier delivering the call to the Company and bill that carrier a LNP Query charge as described herein.
- C. When the Company is the first point of switching for terminating traffic to another local exchange carrier (e.g., a Company tandem switch), the Company will perform the query on behalf of the carrier delivering the call to the Company and bill that carrier a LNP Query charge as shown herein.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.3 LOCAL NUMBER PORTABILITY (LNP) (CONT'D)

6.3.2 Local Number Portability Query Arrangements

- A. There are two arrangements of LNPQ available through the Company's network:

LNP Query-Tandem

LNP Query-End Office

- B. Following is a detailed description of the available service application.

1. When the Company performs a query on behalf of a carrier delivering the call to the Company, the Company's end office or tandem switch will suspend call processing, formulate and launch a query via the common channel signaling network to a LNP database to obtain information necessary to route calls to numbers in portable NXX codes. When the necessary routing information has been returned from the LNP database to the switch originating the query, call processing is resumed and the call is routed to the correct network switching element for completion to the called party.
2. When a Company tandem switch performs the query on behalf of a carrier, a LNP Query-Tandem charge is applied whenever the call is to a NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association Inc. F.C.C. No. 4. Tariff.
3. When a Company end office switch performs the query on behalf of a carrier, a LNP Query-End Office charge will apply when the called Directory Number has ported out of the Company switch.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

## 6.3 LOCAL NUMBER PORTABILITY (LNP) (CONT'D)

## 6.3.3 Limitations

LNP is used on a call-by-call basis only for routing calls to number portable NXX codes, and cannot be used for purposes other than those described herein unless expressly authorized in writing by the Company.

## 6.3.4 Local Number Portability Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network services. The Company maintains the right to apply automated or manual protective controls which would generally be applied as a result of occurrences such as failure or overload of Company facilities, customer facilities, or other networks, natural disasters, mass calling, or national security demands.

## 6.3.5 LNPQ Rate Regulations

The rates and charges associated with LNPQ will be billed monthly, based on recorded usage. For billing purposes, each month is considered to have thirty (30) days.

## A. LNPQ Rate Elements

The LNP Query rate element provides for the identification of the Location Routing Number information associated with the directory number including transport of the query to and from the database. This charge is assessed, regardless of the outcome of the query, at either a Tandem or End Office rate depending on where the query was launched.

1. LNP Query-Tandem query charges are assessed for each non-queried call delivered by a carrier to the Company Tandem to for any NXX designated as a number portable code in the Local Exchange Routing Guide and/or National Exchange Carrier Association F.C.C. No. 4. Tariff. This charge is also assessed when a carrier delivers calls to other LECs through a Company Tandem.
2. LNP Query-End Office query charges are assessed to each non-queried call delivered to the Company by a carrier destined to a Directory Number that has been ported out of a Company end office switch, and the end office switch performs the query.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.3 LOCAL NUMBER PORTABILITY (LNP) (CONT'D)

6.3.5 LNPQ Rate Regulations (Cont'd)

B. LNPQ Rates\*

LNP Query-Tandem (per query)

LNP Query-End Office (per query)

---

\*MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6.4 BILLING NAME AND ADDRESS (BNA) SERVICE

BNA Service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company.

BNA Service is provided for the sole purpose of permitting the Carrier Customer to bill its telephone communications service to its End-User Customers and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The Carrier Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Service, which allows Carrier Customers to submit the End-User's ten-digit ANI for returned End-User BNA, is provided on both a manual and automated basis. On a manual basis, the BNA information may be requested by a written request (*i.e.*, facsimile or electronic mail). On an automated basis, the Carrier Customer-initiated request for information is available through electronic data transmission. The Company, upon receipt of the Carrier Customer's request, will process the ANI. If the BNA information is available within the Company's billing records, the Company will produce a report of the associated BNA information in either a paper or electronic data transmission media.

BNA information is furnished for 10XXX or 101 XXXX dialing, collect, bill to third number and messages charged to a calling card that is resident in the Company's data base.

6.4.1 Undertaking of The Company

6.4.1.A The Company will respond within ten (10) business days of receipt of a Carrier Customer's manual request for End-User BNA information. The Company will respond to all automated BNA requests within five (5) business days of receipt.

6.4.1.B Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6,4 BILLING NAME AND ADDRESS (BNA) SERVICE (cont)

6.4.1 Undertaking of The Company (cont)

6.4.1.C The Company shall use reasonable efforts to provide accurate and complete BNA information. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this BNA information.

6.4.2 Obligations of the Carrier Customer

6.4.2.A With each order for BNA Service, the Carrier Customer shall identify the authorized individual and address to receive the BNA information.

6.4.2.B The Carrier Customer shall institute adequate internal procedures to insure that BNA information, including that related to "confidential" non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those Carrier Customer personnel or agents with a need to know the information.

6.4.2.C The Carrier Customer shall not publicize or represent to others that the Company jointly participates with the Carrier Customer in the development of the Carrier Customer's End-User records, accounts, data bases or market data, records, files and data bases or other systems it assembles through the use of BNA Service.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

## SECTION 6 - MISCELLANEOUS CHARGES (CONT'D)

6,4 BILLING NAME AND ADDRESS (BNA) SERVICE (cont)6.4.3 BNA Service Rates

The BNA Service Account Establishment Charge and the Record Transmission Charge apply to BNA Service. When a Carrier Customer cancels an order for BNA Service after the order date, the BNA Service Account Establishment Charge (if applicable) and the Record Transmission Charge will apply.

6..4.3.A BNA Service Account Establishment Charge

The BNA Service Account Establishment Charge applies for the initial establishment of BNA Service on a manual basis.

Non-recurring charge: \$500.00

6.4.3.B The BNA Record Transmission Charge

The BNA Record Transmission Charge is a usage rate which applies on a per record ("ANI") basis. Record Transmission Charges are accumulated over a monthly period. The Company will keep a count of the records transmitted and report pages processed. The Company then will bill the Carrier Customer in accordance with these record counts, whether or not the Company was able to provide BNA information for all BNA records. Each record/message is subject to the BNA Record Transmission Charge, regardless of whether the requested telephone number is available. The Record Transmission Charge is applied on a manual basis.

BNA Facsimile Service:

Per BNA record: \$1.00

BNA Electronic Mail Service:

Per BNA record: \$1.00

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941



## SECTION 7 - SPECIAL ARRANGEMENTS

### 7.1 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB arrangements are subject to Commission review. Upon execution, all ICB arrangements will be filed with the Public Utilities Commission of Ohio for review and approval.

### 7.2 CONTRACTS

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract. Upon execution, all contracts will be filed with the Public Utilities Commission of Ohio for approval.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Issued: March 11, 2010

Effective: March 11, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

By: Mr. Calvin Craib  
President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road  
Middletown, New York 10941

**EXHIBIT B**  
**PROPOSED TARIFF PAGES**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTRASTATE ACCESS SERVICES  
WITHIN THE STATE OF OHIO  
PROVIDED BY  
MCC TELEPHONY OF THE MIDWEST, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by MCC Telephony of the Midwest, LLC. This tariff is on file with the Public Utilities Commission of Ohio. MCC Telephony of the Midwest, LLC's principal office is located at 100 Crystal Run Road, Middletown, New York 10941. This Tariff is available for public inspection at the above address during regular business hours.

Original Tariff effective July 15, 2010

**This Tariff Cancels and Replaces in its Entirety  
the Company's Tariff P.U.C.O. No. 2.**

**CHECK SHEET**

Sheet No.	Revision		Sheet No.	Revision		Sheet No.	Revision		Sheet No.	Revision
Title	Original	*	30	Original	*	60	Original	*		
1	Original	*	31	Original	*	61	Original	*		
2	Original	*	32	Original	*	62	Original	*		
3	Original	*	33	Original	*	63	Original	*		
4	Original	*	34	Original	*	64	Original	*		
5	Original	*	35	Original	*					
6	Original	*	36	Original	*					
7	Original	*	37	Original	*					
8	Original	*	38	Original	*					
9	Original	*	39	Original	*					
10	Original	*	40	Original	*					
11	Original	*	41	Original	*					
12	Original	*	42	Original	*					
13	Original	*	43	Original	*					
14	Original	*	44	Original	*					
15	Original	*	45	Original	*					
16	Original	*	46	Original	*					
17	Original	*	47	Original	*					
18	Original	*	48	Original	*					
19	Original	*	49	Original	*					
20	Original	*	50	Original	*					
21	Original	*	51	Original	*					
22	Original	*	52	Original	*					
23	Original	*	53	Original	*					
24	Original	*	54	Original	*					
25	Original	*	55	Original	*					
26	Original	*	56	Original	*					
27	Original	*	57	Original	*					
28	Original	*	58	Original	*					
29	Original	*	59	Original	*					

\* Indicates New or Revised Sheet

Issued: June 15, 2010

Effective: July 15, 2010

Issued under authority of the Public Utilities Commission of Ohio in Case No. 10-0127-TP-ACE.

Mr. Calvin Craib, President  
MCC Telephony of the Midwest, LLC  
100 Crystal Run Road, Middletown, NY 10941

---

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Sheet</u></b>
Check Sheet	1
Table of Contents	2
Concurring Carriers	4
Explanation of Symbols and Abbreviations	5
Tariff Format	6
Application of Tariff	7
<b>1 General Regulations</b>	<b>8</b>
1.1 Explanation of Terms	8
1.2 Undertaking of the Company	14
1.3 Limitations	14
1.4 Assignment or Transfer	14
1.5 Use of Service	15
1.6 Ownership of Facilities	15
1.7 Discontinuance and Restoration of Services	15
1.8 Billing and Payment	17
1.9 Liabilities and Obligations	21
1.10 Connection of Facilities or Equipment	25
1.11 Determination of Jurisdiction	26
1.12 Special Construction	27
1.13 Special Assemblies and Individual Case Basis (ICB) Arrangements	27
1.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Company is Involved	28
1.15 License, Agency or Partnership	28

---

**TABLE OF CONTENTS (CONT'D)**

<b><u>Section</u></b>	<b><u>Sheet</u></b>
<b>2 Switched Access</b>	29
2.1 General	29
2.2 Provision and Description	29
2.3 Switched Access Rate Categories	30
2.4 Obligations of the Customer	38
2.5 Rate Regulations	44
2.6 Rates and Charges	51
<b>3 Special Access</b>	53
3.1 Service Description	53
3.2 General Regulations	53
3.3 Services	55
3.4 Rate Regulations	56
3.5 Rates and Charges	57
<b>4 Miscellaneous Services</b>	58
4.1 Presubscription	58
4.2 Presubscription Change Dispute	58
4.3 Reserved for Future Use	59
4.4 Reserved for Future Use	59
4.5 Billing Name and Address Service	59
4.6 Additional Charges	63
4.7 Rates and Charges	63

**CONCURRING CARRIERS**

None

**EXPLANATION OF SYMBOLS AND  
ABBREVIATIONS USED IN THIS TARIFF**

The following symbols and abbreviations shall be used in this Tariff for the purposes listed below:

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify a rate increase
- (M) - To signify matter relocated within the Tariff without change  
(unless accompanied by another symbol)
- (N) - To signify a new rate or regulation
- (R) - To signify a rate reduction
- (S) - To signify reissued matter.
- (T) - To signify a change in text, but no change in rate or regulation

**ABBREVIATIONS**

- BHMC - Busy Hour Minutes of Capacity
- CALC - Common Access Line Charge
- EUCL - End User Common Line
- FGB - Feature Group B
- FGD - Feature Group D
- ISDN - Integrated Services Digital Network
- kbps - Kilobits per second; 1000s of bits per second
- LEC - Local Exchange Company
- Mbps - Megabits per second; millions of bits per second
- MOU - Minutes of Use
- PICC - Presubscribed Interexchange Carrier Charge
- PIU - Percent of Interstate Use
- PLS - Private Line Service (Special Access Service)
- SLC - Subscriber Line Charge
- TFD - Toll Forwarded Digits



## TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheet 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.O. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the P.U.C.O follows in its tariff approval process, the most current sheet number on file with the P.U.C.O is not always the tariff sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level::
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the P.U.C.O, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the P.U.C.O.

**APPLICATION OF TARIFF**

This Tariff contains regulations, rates and charges applicable to the provision of intrastate Switched Access, Special Access and other miscellaneous services, hereinafter referred to collectively as service(s), provided by MCC Telephony of the Midwest, LLC, hereinafter referred to as the Company, to customers. The provision of such services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

## 1. GENERAL REGULATIONS

### 1.1 Explanation of Terms

#### Access Services

The term “Access Services” denotes intrastate switched or special access services provided by the Company to telecommunications carriers or other providers that access the Company’s End-Users via the Company’s local exchange network for the transmission of voice, data or video/image information

#### Advance Payment

The term “Advance Payment” denotes the requirement for partial or full payment required before the start of service.

#### Authorized User

The term “Authorized User” denotes a person or entity which is designated or permitted by the Customer to receive services provided by the Company under this Tariff or otherwise make use of the services provided under this Tariff, whether directly or indirectly, including the taking of services provided by a carrier-Customer where the carrier-Customer incorporates into its own offerings the services provided under this Tariff.

#### Bit

The term “Bit” denotes the smallest unit of information in a binary system of notation.

#### Bits Per Second (bps)

The term “Bits Per Second” denotes the number of bits transmitted in one second interval.

#### Commission

The term “Commission” denotes the Public Utilities Commission of Ohio.

#### Company

The term “Company” denotes MCC Telephony of the Midwest, LLC.

---

**1. GENERAL REGULATIONS (Cont'd)****1.1 Explanation of Terms (Cont'd)****Constructive Order**

The term “Constructive Order” denotes affirmative actions which constitute an order by a carrier for the Company’s services with or without the existence of a written Service Order. These include, but are not limited to the carrier-Customer’s delivery of traffic to the Company for termination to the Company’s End Users or acceptance by the carrier-Customer of traffic from the Company’s End Users or any other acceptance of the Company’s services. Selection of the carrier-Customer by Company’s End User as that User’s PIC also constitutes a Constructive Order by the carrier-Customer for the Company’s switched access services.

**Customer**

The term “Customer” denotes (1) the person, firm, or other entity that, expressly pursuant to a Service Order or constructively as described below, orders Service(s) or is liable for charges under this Tariff; or (2) the person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service. If a carrier-Customer receives terminating access service from Company on behalf of another carrier (“transit traffic”), the carrier-Customer remains liable for charges for Company’s access services except insofar as Company is provided adequate billing information to invoice carrier-Customer’s customer and receives full payment.

**Direct-Trunked Transport**

The term “Direct-Trunked Transport” denotes the transport between the serving wire center of the customer’s premises and a Company end office.

**DSO Service**

The term “DSO Service” denotes a service that provides for the transmission of digital signals at speeds of 56 or 64 kbps.

**DS 1 Service**

The term “DS1 Service” denotes a service that provides for the transmission of digital signals at a speed of 1.544 Mbps.

## 1. GENERAL REGULATIONS (Cont'd)

### 1.1 Explanation of Terms (Cont'd)

#### DS3 Service

The term “DS3 Service” denotes a service that provides for the transmission of digital signals at a speed of 44.736 Mbps.

#### End Office

With respect to each 101-XXXX code prefix assigned to the Company, the location of the Company’s “end office” for purposes of this Tariff shall be the point of interconnection associated with that 101-XXXX code in the Local Exchange Routing Guide, issued by Telcordia.

#### End User

The term “End User” denotes any subscriber to a Telephone Exchange Service or Intrastate communications service (including but not limited to the local exchange services of the Company) that is not a common carrier; provided that a common carrier other than a telephone company shall be deemed to be an “end user” when such common carrier uses a communications service for administrative purposes, and a person or entity that offers communications service exclusively as a reseller shall be deemed to be an “end user” if all resale transmission offered by such reseller originate on the premises of such reseller. Notwithstanding the foregoing, a person or entity does not qualify as an End User by virtue of purchasing services under the Tariff or other switched access services.

#### Feature Group B Switched Access Service (“FGB”)

FGB provides trunk side access to Company End Office switches with an associated uniform 950-XXXX access code for the Customer’s use in originating and terminating communications.

#### Feature Group D Switched Access Service (“FGD”)

FGD provides trunk side access to Company End Office switches with an associated uniform 101-XXXX access code for the Customer’s use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user’s telephone exchange service is arranged for presubscription to that customer.

## **1. GENERAL REGULATIONS (Cont'd)**

### **1.1 Explanation of Terms (Cont'd)**

#### Hertz

The term "Hertz" denotes a unit of frequency equal to one cycle per second.

#### High Capacity Channels

The term "High Capacity Channels" denotes channels furnished for full-duplex transmission of digital signals at operating speeds of 56-64 kbps (DSO), 1.544 Mbps (DS1) or 44.736 Mbps (DS3). High Capacity Channels operating at speeds other than those listed may be provided at the Company's option on a contract basis.

#### Interexchange Company

The term "Interexchange Company" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate, interstate or foreign communications by wire or radio between two (2) or more exchanges.

#### Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA), Inc. Tariff FCC No. 4, or by any other appropriate means.

#### Local Channel

The term "Local Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

#### Network Services

The term "Network Services" denotes the Company's telecommunications access services offered on the network.

#### Nonrecurring Charge

The term "Nonrecurring Charge" denotes a one-time only charge that applies for a specific work activity (i.e., installation or change to an existing service).

**1. GENERAL REGULATIONS (Cont'd)****1.1 Explanation of Terms (Cont'd)****Premises**

The term "Premises" denotes the physical space designated by the Customer for the termination of the Company's service.

**Recurring Charge**

The term "Recurring Charge" denotes a monthly flat-rated or usage sensitive charge that applies for a specific rate element.

**Service Commencement Date (SCD)**

The date upon which the Company notifies the Customer that the requested service or facility is available for use. The Company and the Customer may mutually agree on a substitute SCD. If the Company does not have an executed service order from the Customer, the SCD will be the first date on which the service or facility was used by the Customer.

**Service Order**

A request for access services executed by the Customer and the Company in a format devised by the Company. The Company does not require a written service order for the initiation of switched access services to carrier-Customers. Carrier-Customers may commit to a request for services via an express written service order or by a constructive service order as described elsewhere in this Tariff.

**Serving Wire Center**

The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

**Term Agreement**

The term "Term Agreement" denotes a method of purchasing the Company's service whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

## **1. GENERAL REGULATIONS (Cont'd)**

### **1.1 Explanation of Terms (Cont'd)**

#### Terminal Equipment

The term "Terminal Equipment" denotes telecommunication devices, apparatus and associated wiring on the Customer-designated premises.

#### Transit Traffic

The term "Transit Traffic" denotes local Traffic or ISP-bound Traffic originating on the network of a facility-based carrier other than Company or Carrier Customer that is transported by Carrier Customer and delivered to Company for termination

#### Type 1 Arrangement

The term "Type 1 Arrangement" denotes an arrangement whereby the Customer and end user locations are served directly by the Company's network facilities.

#### Type 2 Arrangement

The term "Type 2 Arrangement" denotes an arrangement whereby one or more customer or end user locations are not served directly by the Company's network facilities. The facilities for a Type 2 Arrangement are provisioned, in whole or in part, by a third party.

#### User

The term "User" denotes any person or entity making use of the services provided by Company under this Tariff, including but not limited to Customer and its agents, other carriers, Authorized Users and End Users. The Customer is responsible for all charges arising from use of the services provided to it by Company under this Tariff by any user, whether or not that user is authorized for such use.

#### Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of exchange services, are located.

#### Tandem Transport

The term "Tandem Transport" denotes the transport between an access tandem and end offices that subtend the access tandem. Tandem Transport consists of circuits used in common by multiple customers from the tandem to an end office.



**1. GENERAL REGULATIONS (Cont'd)****1.2 Undertaking of the Company**

The Company's service is furnished to a customer for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service for the Customer in accordance with the terms and conditions set forth in this Tariff.

**1.3 Limitations**

Service is offered subject to the availability of the necessary systems, facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities and equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.

The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.

The Company does not undertake to transmit messages, but offers the use of its service where available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.

The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

**1.4 Assignment or Transfer**

All service provided under this Tariff is controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment only shall apply where there is no interruption of the use or location of service. All terms and conditions shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**1. GENERAL REGULATIONS (Cont'd)****1.5 Use of Service**

The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders and decisions.

The Company may require a customer to immediately shut down its transmission if such transmission is causing interference to others.

A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the express prior written consent of the Company. The Company will only permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated access services. All terms and conditions shall apply to all such permitted transferees or assignees, as well as all conditions of service.

Recording of telephone conversations of service provided by the Company is prohibited except as authorized by applicable federal, state and local laws.

**1.6 Ownership of Facilities**

The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain , at all times, solely with the Company.

**1.7 Discontinuance and Restoration of Service**

Service is provided until canceled by the Customer, in writing, or until canceled by the Company as set forth following. The Company may render bills subsequent to the termination of service for charges incurred before termination.

**1.7.1 Cancellation by the Customer**

Customers desiring to terminate service shall provide to the Company thirty (30) days written notice of their desire to terminate service. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer. Termination liabilities may apply to early cancellation of a Term Agreement.

**1. GENERAL REGULATIONS (Cont'd)****1.7 Discontinuance and Restoration of Service (Cont'd)****1.7.2 Cancellation by the Company****A. Nonpayment**

The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than sixty (60) days overdue.

**B. Returned Checks**

The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

**C. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff**

The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing such service.

In the event that termination of a carrier-Customer would result in the disconnection of the carrier-Customer's local exchange customers from the public switched telephone network, the Company will proceed consistent with the requirements of 4901:1-7-29.

**1.7.3 Restoration of Service**

If service is discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges applicable to a new installation of service will apply to restore service.

**1. GENERAL REGULATIONS (Cont'd)****1.7 Discontinuance and Restoration of Service (Cont'd)****1.7.4 Cancellation of Application for Service**

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charge. Installation is considered to have been started when the Company incurs any expense in connection with the Customer's order that would not have otherwise been incurred.

**1.8 Billing and Payment**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this Tariff attributable to services established or disconnected during the preceding billing period. In addition, the Company shall bill in advance charges for all non-usage based services to be provided during the ensuing billing period. All usage based service will be billed in arrears. The Customer shall receive its bill in a paper format unless an alternate method of delivery is jointly agreed upon by Company and Customer. Such bills are due upon receipt. Except for Presubscribed Interexchange Carrier Charges (PICC), adjustments for the quantities of service established or discontinued during any billing period beyond the minimum period are prorated to the number of days based on a thirty (30) day month. The PICC is assessed for the full 30 day period when it is assessed to the presubscribed carrier. When the PICC is assessed to the end user or reseller, the PICC is prorated as set forth above. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the Customer's bill.

All bills for service provided to the Customer by the Company are due (payment date) within 21 calendar days of the bill being sent and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills shall be due from the Customer as follows:

If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday that is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

---

**1. GENERAL REGULATIONS (Cont'd)****1.8 Billing and Payment (Cont'd)**

The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be 1.5% per month.

**1.8.1 Advance Payment**

A nonrefundable Advance Payment will be calculated as follows:

- The minimum monthly charge for the minimum period plus the applicable nonrecurring charges for the services ordered.
- This Advance Payment is due 10 working days from the date the Company confirms acceptance of the order, or on the Application Date, whichever date is the later date. If the Advance Payment is not received by such payment date, the order will be canceled.
- When the Switched Access Services are connected on the service date, the Advance Payment will be applied, as a credit, to the Customer's billed service charges. When there has been a decrease in the number of services originally ordered, as set forth in 1.8.2 following, only the portion of the Advance Payment for services actually installed will be credited.

**1.8.2 Minimum Periods**

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. In addition to the one (1) month minimum, termination liabilities may apply to early cancellation of a service purchased under a Term Agreement.

The minimum period for Switched Access Service is three (3) months.

**1. GENERAL REGULATIONS (Cont'd)****1.8 Billing and Payment (Cont'd)****1.8.3 Taxes**

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such a certificate.

**1.8.4 Claims and Disputes**

In the event that a billing dispute occurs concerning any charge billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for that service. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. All disputes between the Company and the Customer that cannot be settled through negotiation shall be resolved by arbitration upon written demand of either party. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act. This dispute process does not preclude the Customer from filing a complaint with the Commission at the following address:

Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Oh 43215-3793  
(614) 466-3292

**1. GENERAL REGULATIONS (Cont'd)****1.8 Billing and Payment (Cont'd)****1.8.5 Payment of Deposits**

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- two month's charges for a service or facility which has a minimum payment period of one month; or
- the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

A deposit may be required in addition to an Advance Payment.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

Deposits held will accrue interest at a simple interest rate of 3.0%. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

**1. GENERAL REGULATIONS (Cont'd)****1.9 Liabilities and Obligations****1.9.1 Liability of the Company**

- 1.9.1.A The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 1.9.1.B In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 1.9.1.C When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 1.9.1.D The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, flood, earthquake, hurricane or other catastrophe, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government having jurisdiction or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third party(ies), or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.



**1. GENERAL REGULATIONS (Cont'd)****1.9 Liabilities and Obligations (Cont'd)****1.9.1 Liability of the Company (Cont'd)**

- 1.9.1.E The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or customers, or by facilities or equipment provided by the Customer.
- 1.9.1.F The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 1.9.1.G Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Customer shall indemnify and hold the Company harmless against any claims for loss or damages involved:
- Breach in the privacy or security of communications transmitted over the Company's facilities;
  - Defacement of or damage to the Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof;
  - Any noncompleted calls due to network busy conditions.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**1. GENERAL REGULATIONS (Cont'd)****1.9 Liabilities and Obligations (Cont'd)****1.9.2 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or customers, in connection with any service or facilities or equipment provided by the Company.

The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

**1.9.3 Obligations of the Customer**

The Customer shall be solely responsible, at its own expense, for customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services that may be required because of changes in Company services, operations or procedure, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in customer-provided equipment and services.

**1. GENERAL REGULATIONS (Cont'd)****1.9 Liabilities and Obligations (Cont'd)****1.9.3 Obligations of the Customer (Cont'd)**

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on customer-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or the Customer-provided equipment and wiring, or injury to the Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense. The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer

The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

**1.9.4 Service Orders**

The signing of a service order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth in this Tariff. Should a Customer use the Company's service without a service order, the Company may require that the Customer execute a written service order within a reasonable time from the inception of service. Customers using the Company's service without an executed service order agree to comply with the general regulations and other provisions contained in this Tariff.

A carrier-Customer may affirmatively request the Company's access services either expressly by placing a written request for the Company's service or constructively by (a) sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or (b) allowing Company End-User Customers to choose the carrier-Customer as their PIC and once processed, allowing Company End-User Customers to utilize the carrier-Customer as their primary IXC. A carrier-Customer which has constructively ordered Company's originating and/or terminating switched access services is responsible for payment of charges and compliance with the Company's regulations and applicable law.

**1. GENERAL REGULATIONS (Cont'd)****1.9 Liabilities and Obligations (Cont'd)****1.9.5 Inspection, Testing and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made during the time that the Customer was notified prior to the release of that service.

**1.10 Connection of Facilities or Equipment**

Service furnished by the Company may be connected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to connect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

Connection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's tariffs.

The Customer shall ensure that the facilities or equipment provided by the Customer are properly connected with the facilities or equipment of the Company. If the Customer maintains or operates the connected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

**1. GENERAL REGULATIONS (Cont'd)****1.11 Determination of Jurisdiction****1.11.1 Special Access**

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction is determined as follows:

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service is provided according to the applicable rules and regulations of this Tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service is provided according to the applicable rules and regulations of the Company's interstate tariff .

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments apply to the period prior to the change in the Company's records. Any applicable Term Agreement is transferred with the jurisdictional change.

**1.11.2 Switched Access**

A Customer ordering Access Service must provide its projected Percentage Interstate Usage (PIU) (in whole numbers) to the Company. These percentages will be used to allocate usage and charges between interstate and intrastate traffic categories until a revised report is provided. Reported PIU factors are used only where the call detail is insufficient to determine the actual jurisdiction of traffic.

Except as otherwise arranged between a Customer and the Company, Customers must provide an updated PIU calculation quarterly, by the 10th day of January, April, July and October. The new PIU must reflect usage percentages from the preceding calendar quarter's traffic and will be used as the basis for calculating the current quarter's billing. If Customer fails to update its PIU, the Company, at its discretion, may use the previously submitted PIU figure or may apply the default percentage stated in this provision. In the absence of any PIU report from the Customer, the Company may apply a default presumption of 50 percent interstate traffic and 50 percent intrastate traffic.

**1. GENERAL REGULATIONS (Cont'd)****1.11 Determination of Jurisdiction (Cont'd)****1.11.2 Switched Access (Cont'd)**

Customer must retain records of call detail from which the PIU has been calculated. Upon request by the Company, these records must be made available for inspection as reasonably necessary for verification purposes. The Company may conduct an audit at any time.

In the event of a billing dispute or if a regulatory agency inquires regarding the PIU figure in use, the Customer shall provide sufficient data for the Company to respond fully to the agency questions and shall cooperate fully in resolving any inquiries.

The Company may, in its sole discretion, waive any and all of the jurisdictional reporting obligations imposed by this tariff on the Customer and/or the Company.

**1.12 Special Construction**

All rates and charges quoted in this Tariff provide for the furnishing of facilities when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.

When, at the request of the Customer, the Company designs and/or constructs facilities that it would otherwise not construct, or the construction of such facilities involves a greater expense than would otherwise be incurred, Special Construction nonrecurring charges may apply.

**1.13 Special Assemblies and 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 bid for any switched or special access service that the Company is technically capable of providing but which is not offered under this Tariff (special assembly), or to develop a competitive bid for a service that the Company offers under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB and special assembly rates will be offered to the Customer in writing and on a nondiscriminatory basis.

**1. GENERAL REGULATIONS (Cont'd)****1.14 Ordering, Rating and Billing of Access Services Where More Than One Exchange Company Is Involved****1.14.1 Meet Point Billing**

In the event that more than one Exchange Telephone Company is involved in provision of access services to Customer, meet point billing shall apply. Recurring and nonrecurring charges for services provided by each carrier shall be invoiced under that carrier's applicable rates and charges.

**1.14.2** The 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).

**1.15 License, Agency or Partnership**

No license, express or implied, is granted by Company to Customer by virtue of an agreement for the furnishing of service hereunder. Neither Customer nor any joint or Authorized Users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both Company and Customer.

## **2. SWITCHED ACCESS**

### **2.1 General**

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point communications path between a customer's premises and an end user's premises. It provides for the use of terminating, switching, transport facilities and subscriber common lines. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

### **2.2 Provision and Description**

The Company provides Feature Group B, Feature Group D and 8XX Toll-Free Switched Access Services. The service categories are differentiated by their technical characteristics and the manner in which an end user accesses them when originating calls.

#### **2.2.1 Feature Group B**

FGB Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 950-XXXX access code for the Customer's use in originating and terminating communications.

#### **2.2.2 Feature Group D**

FGD Access, which is available to all customers, provides trunk side access to Company end office switches with an associated uniform 101-XXXX access (C) code for the Customer's use in originating and terminating communications. No access code is required for calls to a customer over FGD if the end user's telephone exchange service is arranged for presubscription to that customer.

#### **2.2.3 8XX Toll-Free Access Service**

8XX Toll-Free Access Service is a service offering utilizing originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the data base to perform the Customer identification and delivery function. The call is forwarded to the appropriate customer based on the dialed 8XX number.



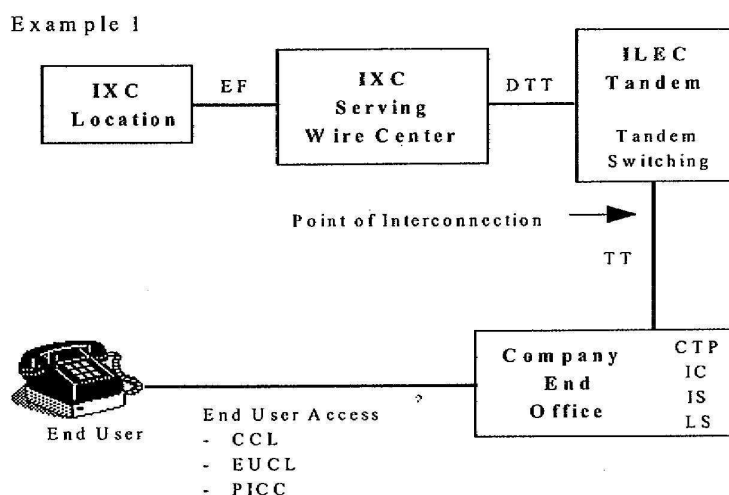
**2. SWITCHED ACCESS (Cont'd)****2.2 Provision and Description (Cont'd)****2.2.4 SS7 Out Of Band Signaling Option**

SS7 Out of Band Signaling option provides the means for transmitting SS7 out of band signaling information over a communications path which is separate from the message path

**2.3 Switched Access Rate Categories**

There are three rate categories which apply to Switched Access Service provided by the Company: Carrier Common Line, Switched Transport and End Office Switching.

The following diagrams depict generic views of the components of Switched Access Service and the manner in which the components are combined to provide a complete access service.

**Company bills:****End Office Rate Elements**

CTP - Common Trunk Port  
IC - Interconnection Charge  
IS - Information Surcharge  
LS - Local Switching

**End User Access**

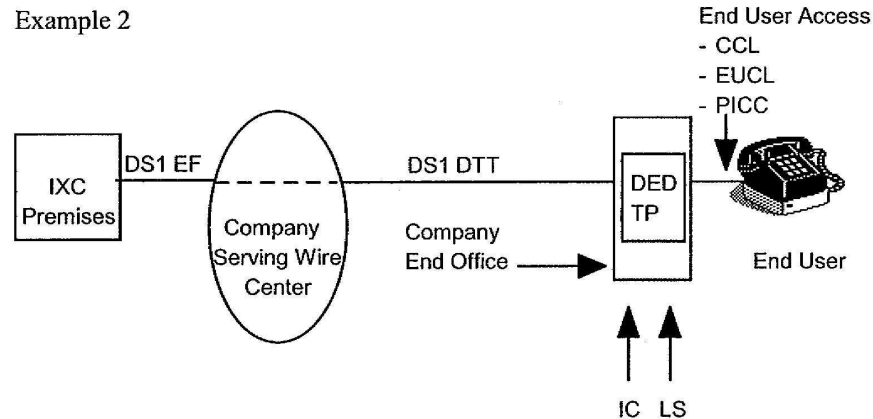
CCL - Carrier Common Line  
EUCL - End User Common Line [1]  
PICC - Presubscribed IXC Charge [1]

**Tandem Transport (TT)**

Transport Termination

**Transport Facility**

[1] Assessed on a flat-rated monthly basis.

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)**Company bills:

EF - Entrance Facility [1]

DTT - Direct-Trunked Transport [1]

## End Office Rate Elements

DED TP - Dedicated Trunk Port [1]

IC - Interconnection Charge

IS - Information Surcharge

LS - Local Switching

## End User Access

CCL - Carrier Common Line

EUCL - End User Common Line [1]

PICC - Presubscribed IXC Charge [1]

## Tandem Transport (TT)

Transport Termination

Transport Facility

[1] Assessed on a flat-rated monthly basis.

---

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)****2.3.1 Carrier Common Line**

The Carrier Common Line rate category provides for the use of Company common lines by customers for access to end users to furnish customer intrastate communications.

**2.3.1.A Limitations**

- A telephone number is not provided with Carrier Common Line.
- Detail billing is not provided for Carrier Common Line.
- Directory listings are not included in the rates and charges for Carrier Common Line.
- Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

**2.3.1.B Rate Regulations**

Where the Customer is provided with Switched Access Service under this Tariff, the Company will provide the use of Company common lines by a customer for access to end users at rates and charges as set forth in 2.6.1, following.

- The Carrier Common Line charge is assessed per access minute to each Switched Access Service customer.
- When the Customer reports interstate and intrastate use of Switched Access Service, the Carrier Common Line charge is billed only to intrastate access minutes.
- All Switched Access Service provided to the Customer will be subject to Carrier Common Line charges.

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)****2.3.2 Transport**

The Transport rate category provides for the transmission facilities between the customer's premises and the end office switch(es) where the customer's traffic is switched to originate or terminate its communications.

Switched Transport is a two-way voice-frequency transmission path which may be composed of an Entrance Facility (EF), Direct-Trunked Transport (DTT) Facility or Tandem Transport. The types of facilities available for EF and DTT facilities are described in 2.3.2.B, following

**2.3.2.A Tandem Transport**

The Tandem Transport rate category provides for transmission facilities between the Company's End Office and an alternate tandem provider's network.

**Transport Termination**

The Transport termination element includes the non-distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use basis.

**Transport Facility**

The Transport Mileage element includes the distance sensitive portion of Tandem Transport and is assessed on a per-access-minute-of-use-per-mile basis.

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)****2.3.2 Transport (Cont'd)****2.3.2.B Dedicated Transport****Entrance Facility (EF) Rate Category**

An EF provides the communication path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The EF rate category is composed of a Voice Grade rate, a DS1 rate or a DS3 rate. An EF is provided even if the customer's premises and the SWC are located in the same building.

**Direct Trunked Transport (DTT) Rate Category**

DTT provides the transmission path on circuits dedicated to the use of a single customer between the customer's SWC and an end office.

The DTT rate category is composed of a monthly fixed rate and a monthly per-mile rate based on the facility provided (i.e., Voice Grade, DS1 or DS3). The fixed rate provides the circuit equipment at the ends of the transmission paths. The per-mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The DTT rate is the sum of the fixed rate and the per-mile rate. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)****2.3.2 Transport (Cont'd)****2.3.2.B Dedicated Transport (Cont'd)****Dedicated Transport Facility Types**

There are three types of facilities available to the customer for EF and DTT facilities. Each type has its own characteristics and is available with multiplexing options.

**a. Voice Grade Facility**

A Voice Grade facility is an electrical communications path which provides voice-frequency transmission in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four-wire.

**b. DS 1 Facility**

A DS1 facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

**c. DS3 Facility**

A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)****2.3.2 Transport (Cont'd)****2.3.2.B Dedicated Transport (Cont'd)****Multiplexing**

Multiplexing provides the capability of converting the capacity or bandwidth of a facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing functions for an EF are available at a SWC. For DTT facilities, multiplexing is available at a Company end office. EF and DTT multiplexing arrangements are described following

**a. DS 1 to Voice Grade**

DS1 to Voice Grade multiplexing is an arrangement that provides a Company multiplexer which converts a DS 1 channel to twenty-four Voice Grade channels utilizing time division multiplexing. For example, the customer has the option of ordering a DS 1 to Voice Grade multiplexer for a DS 1 Entrance Facility at the SWC when Voice Grade DTT is requested to an end office.

**b. DS3 to DS 1**

DS3 to DS I multiplexing is an arrangement that converts a DS3 channel to twenty-eight DS I channels utilizing time division multiplexing. The twenty-eight channels may be further multiplexed utilizing DS 1 to Voice Grade multiplexing equipment.

**2. SWITCHED ACCESS (Cont'd)****2.3 Switched Access Rate Categories (Cont'd)****2.3.3 End Office Switching**

The End Office Switching rate category provides the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the Company's end office.

End Office Switching is comprised of one or more of the following: a Local Switching rate, a Common (shared) Trunk Port rate, a Dedicated Trunk Port rate, an Interconnection charge and an Information surcharge.

The End Office Switching rates are set forth in 2.6.3, following.

**2.3.3.A Local Switching**

The Local Switching rate element provides local dial switching for Feature Groups B and D.

**2.3.3.B Common Trunk Port**

The end office Common Trunk Port rate provides for the termination of tandem transport trunks in shared end office ports. The end office Common Trunk Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to an end office.

**2.3.3.C Dedicated Trunk Port**

The end office Dedicated Trunk Port rate provides for the termination of a trunk to a dedicated trunk port in an end office . The rate is assessed per month for each FG trunk in service directly routed (via DTT) between the SWC and the end office.



## **2. SWITCHED ACCESS (Cont'd)**

### **2.3 Switched Access Rate Categories (Cont'd)**

#### **2.3.4 8XX Toll-Free Access Service**

All appropriate Switched Access rate elements apply to 8XX Toll-Free Access Service.

8XX Toll-Free Access Service is a service offering originating trunk side Switched Access Service. The service provides for the forwarding of end user dialed 8XX calls to a Company Service Switching Point which will initiate a query to the database to perform the customer identification and delivery functions. The call is forwarded to the appropriate customer based on the dialed 8XX number. In addition, the customer has the option of selecting the 8XX Optional Features Package.

##### **2.3.4.A Customer Identification Charge**

The 8XX Toll-Free Access Service Customer Identification Charge applies for the identification and delivery of the appropriate 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 101-XXXX to an area consisting of all LATAs and NPAs served by the Company.

### **2.4 Obligations of the Customer**

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

#### **2.4.1 Ordering Requirements**

A Switched Access Service Order is used by the Company to provide a customer Switched Access Service. When placing an order for Switched Access Service, the Customer shall provide, at a minimum, information for the EF (if Company provided), the type of routing (direct or tandem), and the number of trunks to each end office. If direct routing is requested, the customer shall specify the type of facility (Voice Grade, DS I or DS3) for the EF and DTT.

---

**2. SWITCHED ACCESS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.1 Ordering Requirements (Cont'd)**

2.4.1.A For Feature Group B Switched Access Service, the Customer shall specify the number of trunks and the end office. When ordering FGB trunks to an end office, the Customer must also provide the Company an estimate of the amount of traffic to be generated to and/or from each end office subtending an access tandem to assist the Company in the effort to project further facility requirements. In addition, the Customer shall also specify for terminating only access, whether the trunks are to be arranged in trunk group arrangements or provided as single trunks.

2.4.1.B For Feature Group D Switched Access Service, the Customer shall specify the number of busy hour minutes of capacity (BHMC) from the Customer's premises to the end office by Feature Group and by traffic type. This information is used to determine the number of transmission paths. Customers may, at their option, order FGD by specifying the number of trunks and the end office. When a customer orders FGD in trunks, the Customer is responsible to assure that sufficient access facilities have been ordered to handle its traffic. When ordering by trunk quantities rather than BHMC quantities to an end office, the Customer must also provide the Company an estimate of the amount of traffic it will generate to and/or from each end office to assist the Company in its own efforts to project further facility requirements.

In addition, for Feature Group D with the Out of Band Signaling/SS7 signaling option, the Customer shall specify the switching point codes and trunk circuit identification codes for trunks with the Out of Band Signaling/SS7 signaling option, and the STP point codes.

2.4.1.C For 8XX Toll-Free Access Service, the Customer shall order the service in accordance with the preceding provisions set forth for Feature Group D. If the Customer desires any of the optional features available with 8XX Toll-Free Access Service, the Customer shall so specify on the order for service.

**2. SWITCHED ACCESS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.2 Switched Access Order Modifications**

The Customer may request a modification of its Switched Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the service date, whichever is later.

Any increase in the number of Switched Access Service trunks or busy hour minutes of capacity will be treated as a new Switched Access Order (for the increased amount only).

**2.4.2.A Service Date Change Charge**

Switched Access Order service dates for the installation of new services or rearrangements of existing services may be changed, but the new service date may not exceed the original service date by more than 30 calendar days. If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company and reissued with the appropriate cancellation charges applied.

**2.4.2.B Partial Cancellation Charge**

Any decrease in the number of ordered Switched Access Service trunks or busy hour minutes of capacity ordered with a Standard or Negotiated Interval Switched Access Order will be treated as a partial cancellation and the charges as set forth in 2.4.3.B, following, will apply for that portion of the order that is cancelled. Partial cancellation charges do not apply to Advance Order Interval Access Orders.

**2. SWITCHED ACCESS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.2 Switched Access Order Modifications (Cont'd)****2.4.2.C Expedited Order Charge**

When placing a Switched Access Order for service(s) for which Standard Intervals exist, a customer may request a service date that is prior to the Standard Interval service date. A customer may also request an earlier service date on a pending Standard, Negotiated or Advance Order Interval Access Order. If the Company agrees to provide service on an expedited basis, an expedited order charge will apply.

If the Company receives a request for an expedited service date at the time a Standard Interval Access Order is placed, the expedited order charge is calculated by summing all the nonrecurring charges associated with the order and then dividing this total by the number of days in the Standard Interval. The charge is then applied on a per day of improvement basis, per order, but in no event shall the charge exceed fifty percent of the total nonrecurring charges associated with the Switched Access Order.

**2.4.2.D Advance Order Interval**

When placing a Switched Access Order, a customer may request an Advance Order Interval for a service date of 12 to 24 months from the Application Date for the following services:

- A minimum of 24 voice grade equivalent Switched Access Service trunks or 720 BHMCs.
- Orders for less than the minimum quantities will be accommodated under Standard or Negotiated Interval provisions.

**2. SWITCHED ACCESS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.3 Cancellation of a Switched Access Order**

2.4.3.A A customer may cancel a Switched Access Order for the installation of service at any time prior to notification by the Company that services available for the Customer's use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer's end user is unable to accept Switched Access Service within 30 calendar days after the original service date, the Customer has the choice of the following options:

- The Switched Access Order shall be canceled and charges set forth in B., following, will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified 30 calendar days, billing for the service will commence. In any event, the cancellation date or the date billing is to commence, as applicable, shall be the 31st day beyond the original service date of the Switched Access Order.

**2. SWITCHED ACCESS (Cont'd)****2.4 Obligations of the Customer (Cont'd)****2.4.3 Cancellation of a Switched Access Order (Cont'd)**

2.4.3.B When a Customer cancels a Standard or Negotiated Interval Switched Access Order for the installation of service, a Cancellation Charge will apply as follows:

- When the Customer cancels a Switched Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- If the Company misses a service date for a Standard or Negotiated Interval Switched Access Order by more than 30 days, due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Customer may cancel the Switched Access Order without incurring cancellation charges.
- Cancellation or Partial Cancellation of an Advance Order Interval Switched Access Order: When the Customer cancels a Switched Access Order, the order will be withdrawn. The Advance Payment will not be credited or refunded. Any decrease in the number of ordered Switched Access Services will be treated as a partial cancellation, and the portion of the Advance Payment for the services canceled will not be credited or refunded.

## 2. SWITCHED ACCESS (Cont'd)

### 2.5 Rate Regulations

#### 2.5.1 Application of Rates

##### Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or service rearrangements).

##### Installation of Service

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s).

##### Service Rearrangements

All changes to existing services other than changes involving administrative activities only will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in this section 2.5.1, will apply for this work activity. Moves that change the physical location of the point of termination are described below.

##### a. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

##### b. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

**2. SWITCHED ACCESS (Cont'd)****2.5 Rate Regulations (Cont'd)****2.5.2 Minimum Period**

- 2.5.2.A The minimum period for which Switched Access Service is provided and for which charges are applicable, is three months.
- 2.5.2.B The following changes will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service and a new minimum period will be established.

- A move to a different building.
- A change in type of service.
- A change in Switched Access Service Interface Group.
- Change in Switched Access Service traffic type.
- A change in Out of Band Signaling connection.

- 2.5.2.C When Switched Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.



**2. SWITCHED ACCESS (Cont'd)****2.5 Rate Regulations (Cont'd)****2.5.3 Measuring Access Minutes**

Customer traffic to end offices will be measured (i.e., recorded or assumed) by the Company at End Office switches. Originating and terminating calls will be measured (i.e., recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event the Customer message detail is not available because the Company lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Customer access minutes of use based on previously known values.

Access minutes will be recorded to the nearest one second for any particular call. Access minutes or fractions thereof are accumulated over the billing period for each end office and are then rounded up to the nearest access minute for each end office.

For originating calls over Feature Group B or D, usage measurement begins when the originating Feature Group B or D switch receives the first wink supervisory signal forwarded from the Customer's point of termination.

The measurement of originating call usage ends when the originating Feature Group B or D switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

For terminating calls over Feature Group B or D, the measurement of access minutes begins when the terminating Feature Group B or D switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage over Feature Group B or D ends when the terminating Feature Group B or D switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.

**2. SWITCHED ACCESS (Cont'd)****2.5 Rate Regulations (Cont'd)****2.5.4 Rates Based Upon Distance**

Where the charges for service are specified based upon distance, the following rules apply:

2.5.4.A Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 ("NECA No. 4"), associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Until the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 is revised to include certain Company wire centers, the airline distance for these should be determined utilizing the "V" (vertical) and "H" (horizontal) coordinates as set forth in any applicable Company tariffs on file with the FCC or this Commission.

2.5.4.B The airline distance between any two wire centers is determined as follows:

- Obtain the "V" and "H" coordinates for each wire center from the above referenced NECA tariff.
- Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
- Square each difference obtained in step (2) above.
- Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
- Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

**2. SWITCHED ACCESS (Cont'd)****2.5 Rate Regulations (Cont'd)****2.5.4 Rates Based Upon Distance (Cont'd)**

- Obtain the square root of the whole .number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

2.5.4.C The airline mileage is used to determine the Switched Access Service Common Mileage rates as set forth in Section 2.

**2.5.5 Allowance for Interruptions in Service****2.5.5.A General**

A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.

An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**2. SWITCHED ACCESS (Cont'd)****2.5 Rate Regulations (Cont'd)****2.5.5 Allowance for Interruptions in Service (Cont'd)****2.5.5.B Limitations on Allowances**

No credit allowance will be made for any interruption in service:

- a. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- b. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- c. Due to circumstances or causes beyond the control of the Company;
- d. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- e. During any period in which the Customer continues to use the service on an impaired basis;
- f. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- g. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- h. That was not reported to the Company within thirty (30) days of the date that service was affected.

**2. SWITCHED ACCESS (Cont'd)****2.5 Rate Regulations (Cont'd)****2.5.5 Allowance for Interruptions in Service (Cont'd)**Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.5.5.C Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12 month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

**2. SWITCHED ACCESS (Cont'd)****2.6 Rates and Charges**

The rates and charges presented in this Section 2.6 are applicable either (a) statewide throughout the Company's authorized operating territory; or (b) as indicated, within a specified incumbent local exchange carrier ("ILEC") territory, which may be further broken out by either zones or mileage-bands. All rates are stated in U.S. dollars.

**2.6.1 Carrier Common Line**

Originating	*
Terminating	*

**2.6.2 Transport****2.6.2.A Tandem Facility**

Per MOU Per Mile	*
------------------	---

**2.6.2.B Tandem Termination**

Per MOU	*
---------	---

**2.6.2.C Multiplexing**

PER MOU	*
---------	---

\* MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

**2. SWITCHED ACCESS (Cont'd)****2.6.3 End Office Switching****2.6.3.A Local Switching** Per MOU

Originating \*

Terminating \*

**2.6.3.B Common Port Charge**

Per MOU \*

**2.6.3.C Residual Interconnection Charge**

Per MOU \*

**2.6.3.D Information Surcharge**

Per MOU \*

**2.6.4 8XX Toll-Free Access Service****2.6.4.A Customer ID Charge (Per Query)** \*

\* MCC Telephony of the Midwest, LLC, in the territory served by Verizon, is mirroring the switched access rates of Verizon as they are now set forth in Verizon North, Inc.'s P.U.C.O. Tariff No. 2 which concurs in Verizon Telephone Companies FCC Tariff No. 14, and as they may be subsequently revised, added to or supplemented.

**3. SPECIAL ACCESS****3.1 Service Description**

Special Access consists of furnishing dedicated communications in connection with one-way and/or two-way information transmission originating from user points along the Network.

**3.2 General Regulations**

In addition to the General Regulations set forth in Section 1, preceding, the following terms and conditions apply to Special Access Service.

**3.2.1 Use of Customer's Service**

The Customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on customer-provided or lessor-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or the Customer-provided equipment and wiring, or injury to the Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**3.2.2 Obligations of the Customer**

The Customer shall be responsible for making customer facilities and equipment available periodically for Company-initiated maintenance at a time agreeable to both the Company and the Customer. No allowance is made for the period during which service is interrupted for such purposes except as provided below.



### **3. SPECIAL ACCESS (CONT'D)**

#### **3.2 General Regulations (Cont'd)**

##### **3.2.3 Credits for Interruption of Service**

A credit allowance is made when an interruption occurs because of a failure of any component furnished under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit interrupted but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

The Customer shall be credited for interruption of service of more than sixty (60) minutes duration for DS0/DS1 Service, or more than thirty (30) minutes duration for DS3 Service. The amount to be credited shall be calculated at 1/1440 of the applicable monthly fee subject to the interruption, for each thirty minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period.

No credit allowance is made for interruptions caused by:

- Noncompliance with provisions of this Tariff,
- Negligence of the Customer, authorized user or joint user,
- Failure of facilities, power or equipment provided by the Customer (or agent),
- The Company not being afforded access to the premises where the service is terminated,
- Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service, and
- The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

### **3. SPECIAL ACCESS (CONT'D)**

#### **3.3 Services**

Special Access Service allows a customer to connect customer designated premises with dedicated facilities at transmission speeds ranging from 2.4 kbps to 2.4 Gbps on a point-to-point basis. Special Access is dedicated to the Customer and the entire usable bandwidth is available to the Customer for their exclusive use.

##### **3.3.1 Voice Grade Service**

A Voice Grade Service provides frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated utilizing two-wire or four-wire circuits.

##### **3.3.2 Digital Data Service**

Digital Data Service is a dedicated full duplex digital channel provided for 2.4, 4.8, 9.6, 19.2, 56 or 64 kbps transmission of synchronous serial data.

##### **3.3.3 DSO Service**

DSO Service is a dedicated full duplex digital channel with a line speed of 56 kbps.

##### **3.3.4 DS1 Service**

Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (BBZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 DSO Services at 56 kbps.

##### **3.3.5 DS3 Service**

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity of 28 DS 1 Services at 1.544 Mbps or 672 DSO Services.

### **3. SPECIAL ACCESS (CONT'D)**

#### **3.3 Services (Cont'd)**

##### **3.3.6 STSI Service**

STSI Service is a dedicated, high capacity; full duplex channel with a line speed of 51.840 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). STSI Service has the equivalent capacity of 1 DS3 Service at 44.736 Mbps or 28 DS1 Services at 1.544 Mbps.

##### **3.3.7 Multiplexing Option**

Multiplexing provides the capability of converting the capacity or bandwidth of a DS3 Service or STS 1 Service to connect with DS 1 Services, or of converting the capacity or bandwidth of a DSI to connect with DSO Services.

#### **3.4 Rate Regulations**

##### **3.4.1 Local Channel**

One Local Channel nonrecurring charge applies per customer designated premises at which the channel is terminated based on the type of arrangement, Type 1 or Type 2. The Initial Installation Charge is assessed, per Local Channel, for the initial service (i.e., circuit) requested on a service order. If additional services are requested on the same service order, at the same location, the Additional Installation charge is assessed for the additional Local Channels required for each service.

A recurring charge is assessed per Local Channel, per Type 1 or Type 2 Arrangement.<sup>1</sup>

##### **3.4.2 Interoffice Channel Mileage**

Mileage charges, per Type 1 or Type 2 Arrangement, are assessed to connect customer locations served by different central offices. There is a fixed rate and a per mile rate based on the airline distance between the central offices.<sup>1</sup>

##### **3.4.3 Multiplexing Option**

Multiplexing charges are assessed on a per-channelization-system and per-channel basis.

---

<sup>1</sup> Services provided over Type 2 facilities will be billed at the prevailing rate of the facility provider.

### **3. SPECIAL ACCESS (CONT'D)**

#### **3.4 Rate Regulations (Cont'd)**

##### **3.4.4 Term Agreements**

For Special Access Service, the Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities may apply to early cancellation of a Term Agreement.

##### **3.4.5 Termination Liability**

The termination liability for a Type 1 Arrangement purchased under a Term Agreement is equal to 50% of the balance of the total remaining payments in the term.

The termination liability for a Type 2 Arrangement purchased under a Term Agreement is equal to 100% of the balance of the total remaining payments in the term.

The termination liability is in addition to the one (1) month minimum service charge. The termination liability does not apply to changes in service which result in maintaining service with a speed and capacity equal to or greater than the speed and capacity of the service changed.

#### **3.5 Rates and Charges**

Special Access Services are not generally available in Ohio but may be provided subject to the terms, conditions and limitations set forth in 1.13, preceding, for Special Assemblies and Individual Case Basis Arrangements

## **4. MISCELLANEOUS SERVICES**

### **4.1 Presubscription**

- 4.1.1 Presubscription is an arrangement whereby an end user may select and designate to the Company an Interexchange Carrier (IC) to access, without an access code, for interexchange calls. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC any IC that orders originating FGD Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as set forth in 4.1.3, following, applies.
- 4.1.2 New end users who are served by end offices equipped with FGD, will be asked to presubscribe to an IC at the time they place an order with the Company for Exchange Access Service. They may select either of the following options. There will be no additional charge for this initial selection:
- Designate an IC as a PIC and dial 101-XXXX to reach other ICs.
  - Designate that they do not want to be presubscribed to any IC and choose to dial 101-XXXX for all calls to all ICs.
- 4.1.3 Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth in 4.7.1, following, applies.

### **4.2 Presubscription Change Dispute**

- 4.2.1 If an end user or location provider disputes a PIC change, the Company will investigate the origin of the change and shall restore the end user or location provider to their previous PIC. If the change was due to a Company error, the end user or location provider will be returned to their previous primary IC free of charge. If the change was submitted by an IC, and the IC is unable to produce the signed end user or location provider Letter of Authorization, the nonrecurring charges will be assessed to the unauthorized IC.
- 4.2.2 If there is a conflict between an end user, a location provider, or their respective agent, on one hand, and an IC on the other hand, over the designation of the primary IC, the Company will honor the designation selected by the end user, location provider or their respective agent, regardless of any contractual obligations the end user, location provider or agent may have with one or more ICs.

4.2.3 Charges for unauthorized PIC changes are set forth in 4.7.2, following.

#### **4. MISCELLANEOUS SERVICES (Cont'd)**

**4.3 Reserved for Future Use**

**4.4 Reserved for Future Use**

#### **4.5 Billing Name and Address Service**

##### **4.5.1 General Description**

- 4.5.1.A Billing Name and Address (BNA) Service is the provision (by the Company to an intrastate service provider who is a Customer of the Company) of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. For purposes of this Section 4.5, an intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.
- 4.5.1.B BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.
- 4.5.1.C BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.
- 4.5.1.D BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

**4. MISCELLANEOUS SERVICES (Cont'd)****4.5 Billing Name and Address Service (Cont'd)****4.5.2 Undertaking of the Company**

- 4.5.2.A The Company will establish standard formats for the receipt of BNA requests and the provision of BNA information.
- 4.5.2.B Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers can be faxed to the Company. A request for information on over 50 telephone numbers per request must be mailed to the Company. The standard response to such requests will be via facsimile or other negotiated mediums.
- 4.5.2.C Upon receipt of an electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's data file. The standard response to an electronic BNA request will be via electronic feed.
- 4.5.2.D Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 4.7.4 following.
- 4.5.2.E The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, express or implied, as to the accuracy or completeness of this information.
- 4.5.2.F The Company will not disclose BNA information to parties other than intrastate service providers, as defined in 4.5.1.A preceding, and their authorized billing agents. BNA disclosure is limited to those purposes as defined in 4.5.1.B preceding.
- 4.5.2.G The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 4.5.1.B preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

**4. MISCELLANEOUS SERVICES (Cont'd)****4.5 Billing Name and Address Service (Cont'd)****4.5.3 Obligations of the Customer**

- 4.5.3.A Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
- 4.5.3.B A Customer which intends to submit recorded messages via electronic feed must provide the Company with an acceptable test transmission which includes all call types for which BNA information may be requested.
- 4.5.3.C The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 4.5.1.B preceding.
- 4.5.3.D The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.
- 4.5.3.E Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.
- 4.5.3.F The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.
- 4.5.3.G The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.



**4. MISCELLANEOUS SERVICES (Cont'd)****4.5 Billing Name and Address Service (Cont'd)****4.5.4 Rate Regulations**

- 4.5.4.A A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.
- 4.5.4.B A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.
- 4.5.4.C A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via electronic feed . The charge applies for each telephone number for which BNA information is requested.
- 4.5.4.D Non-standard Customer requests for BNA information are subject to Non- Standard-BNA Request Charges as well as Manual or Mechanized -BNA Request Charges as appropriate for the type of request . The additional Non-Standard- BNA Request Charge applies per BNA record requested . Additional Programming Charges will also apply, if required to meet the Customer's request.
- 4.5.4.E The Company will bill the Customer in accordance with subparts B, C and D of this Section 4.5.4 regardless of whether or not the Company was able to provide BNA information for all requests.
- 4.5.4.F Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in this tariff will apply.
- 4.5.4.G The rates for BNA Service are set forth in Section 4.7.4, following.

**4. MISCELLANEOUS SERVICES (Cont'd)****4.6 Additional Charges**

Testing, Engineering, Maintenance, and Installation or Repair outside of normally scheduled working hours is provided on a time and materials basis.

**4.7 Rates and Charges****4.7.1 Presubscription**

	<u>Nonrecurring Charge</u>
Per Telephone Exchange Service Line or Trunk	
Manual	\$ 5.00
Electronic	\$1.25

When the interLATA and intraLATA PICs are changed simultaneously,  
50% of the intraLATA PIC Change Charge will be waived.

**4.7.2 Unauthorized Change Charge**

	<u>Nonrecurring Charge</u>
Per Telephone Exchange Service Line or Trunk	\$ 21.50

**4.7.3 Reserved for Future Use**

**4. MISCELLANEOUS SERVICES (Cont'd)****4.7 Rates and Charges (Cont'd)****4.7.4 Billing Name and Address Service**

	<b><u>Charge</u></b>
* Service Establishment Charge	
Per account established	\$500.00
* BNA Request Charges	
Manual, per BNA record requested	1.38
Mechanized, per BNA record requested	.48
Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge	.88
* Additional Programming Charges	
Per each half hour or fraction thereof	40.00

**EXHIBIT C**  
**DESCRIPTION OF PROPOSED CHANGE(S)**

MCC Telephony of the Midwest, LLC submits proposed Tariff No. 3 to cancel and replace its initial access services tariff (No. 2; effective March 11, 2010).

The Company and its telecom affiliates are rolling out their switched access services and associated tariffs throughout the states within their collective footprint. In order to ensure consistency across these states, the Company wishes to replace its current access services tariff. Consistent with Commission requirements, the new tariff continues to mirror Verizon switched access rates.

MCC Telephony of the Midwest, LLC does not have any access services customers in Ohio at this time. Consequently, this replacement tariff filing will not affect any existing customers.

**EXHIBIT D**  
**STATEMENT REGARDING CUSTOMER NOTICE**

At this time the Company does not have any access services customers  
in Ohio to be notified of this tariff filing.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**6/15/2010 3:29:03 PM**

**in**

**Case No(s). 90-9380-TP-TRF**

Summary: Tariff Filing for Approval of Proposed PUCO Tariff No. 3 to Cancel and Replace the Company's Tariff P.U.C.O. No. 2 electronically filed by Ms. Winifred R Brantl on behalf of MCC Telephony of the Midwest, LLC