

McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services One Martha's Way Hiawatha, IA 52233

June 30, 2011

Public Utilities Commission of Ohio Chief of Docketing Division 180 East Broad Street, 3rd Floor Columbus, Ohio 43215-3793

Re: McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services P.U.C.O. Tariff No. 4 90-9087-TP-TRF 11-3001-TP-ATA

Dear Sir/Madam:

McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services ("McLeodUSA") is electronically submitting Exhibit B in Case No. 11-3001-TP-ATA which was inadvertently left out of the original filing of the Application for Detariffing and Related Actions.

Thank you for your assistance in processing this filing. If there are any questions, please do not hesitate to contact me at (281) 465-1431 or <u>julie.dishman@paetec.com</u>.

Sincerely,

<u>/s/ Julie Dishman</u> Julie Dishman Manager, Regulatory & Tariffs 8665 New Trails Drive, #200 The Woodlands, TX 77381 281-465-1431 julie.dishman@paetec.com McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services

EXHIBIT B

Proposed Revised Tariff Pages

McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services Tariff No. 4

(Cancels and Replaces McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services Tariff No. 2)

TITLE SHEET

TELECOMMUNICATIONS SERVICES

This tariff applies to the regulated Telecommunications Services furnished by McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services ("McLeodUSA") between one or more points in the State of Ohio. This tariff is on file with the Ohio Public Utilities Commission and copies may be inspected, during normal business hours, at McLeodUSA's principal place of business, One Martha's Way, Hiawatha, Iowa 52233.

This tariff is in compliance with Rule 4901:1-6, OAC

This tariff, PUCO Tariff No. 4, cancels and replaces PUCO Tariff No. 2, issued by McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services in its entirety.

Issued: May 18, 2011

Effective: May 18, 2011

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff that are currently in effect as of the date at the bottom of this sheet.

Sheet	Revision	Sheet	Revision	Sheet	Revision
1	Original *	38	Original *		
2	Original *	39	Original *		
3	Original *	40	Original *		
4	Original *	41	Original *		
5	Original *	42	Original *		
6	Original *	43	Original *		
7	Original *	44	Original *		
8	Original *	45	Original *		
9	Original *	46	Original *		
10	Original *	47	Original *		
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12	Original *				
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14	Original *				
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18	Original *				
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35	Original *				
36	Original *				
37	Original *				

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 BY: William A. Haas Corporate Vice President, Public Policy and Regulatory One Martha's Way, P.O. Box 3177 Hiawatha, Iowa 52233
 Public Wilting Commission of Obio. deted March 16, 2000, in Cree No. 00, 00

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

TARIFF FORMAT

<u>Sheet Numbering</u>. Sheet numbers appear in the upper right hand corner of the sheets. Sheets are numbered sequentially. From time to time new sheets may be added to the tariff. When a new sheet is added between existing sheets, a decimal is added to the preceding sheet number. For example, a new sheet added between sheets 5 and 6 would be numbered 5.1.

<u>Sheet Revision Numbers</u>. Revision numbers also appear in the upper right corner of sheets. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet No. 24 cancels the 3rd Revised Sheet No. 24.

<u>Paragraph Numbering Sequence</u>. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following example:

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)

<u>Check Sheets</u>. When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current one on file with the Commission.

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TARIFF FORMAT (Cont'd)

<u>Explanation of Symbols</u>. When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) Identifies a changed regulation.
- (D) Identifies a discontinued rate or regulation.
- (I) Identifies an increase in rate.
- (M) Identifies material moved from one tariff location to another.
- (N) Identifies a new rate or regulation.
- (R) Identifies a reduction in rate.
- (S) Identifies a matter which has been reissued.
- (T) Identifies a change in text only.

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 BY: William A. Haas Corporate Vice President, Public Policy and Regulatory One Martha's Way, P.O. Box 3177 Hiawatha, Iowa 52233
 be Public Utilities Commission of Obio. dated March 16, 2000, in Case No. 99-

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0.0 Application and Scope of Tariff

0.1 <u>Application</u>

This tariff contains the rates and regulations applicable to intrastate, intraLATA, interexchange and local services provided by McLeodUSA between and among points within the State of Ohio.

0.2 <u>Scope</u>

McLeodUSA's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by McLeodUSA between and among points in Ohio are governed by this tariff.

0.3 Interconnection with Other Carriers

Service provided by McLeodUSA may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than McLeodUSA. However, service provided by McLeodUSA is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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1.1 Definitions of Terms

Advanced In-Only Trunk with DID and Hunting

In only trunk with Direct-Inward-Dialing (DID) feature. Requires a DID trunk circuit termination.

Advanced Out-Only Trunk with Answer Supervision

Out-only trunk with supervision feature. This feature passes answer back signaling from the central office switch to the customer's PBX when a PBX call has been either completed or answered.

<u>Advanced Two-Way Trunk with DID, Hunting and Answer Supervision</u> Two-way trunk with DID and answer supervision features. Requires a DID trunk circuit termination.

Authorization Code

A numerical code, one or more of which is available to Customer to enable it to access McLeodUSA's network, and which are used by McLeodUSA to prevent unauthorized access to its facilities and to identify Customer for billing purposes.

Basic In-Only

One-way trunk which allows traffic from the central office switch to be transmitted to the PBX.

Basic Out-Only

One-way trunk which only allows traffic originating in the PBX to be transmitted to the central switch.

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1.1 <u>Definitions of Terms</u> (cont'd)

Basic Two-Way

Trunk which allows traffic originating in the PBX to be transmitted to the central office switch.

<u>Bit</u>

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

Calling Card

A billing arrangement by which the charge for a call may be charged to an authorized calling card account.

<u>Calls</u> Telephone messages completed by Customers.

Central Office

A unit of the RBOC's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

Ohio Public Utilities Commission.

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1.1 <u>Definitions of Terms</u> (cont'd)

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of McLeodUSA.

Customer Contract

A written agreement between the Customer and McLeodUSA containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by McLeodUSA or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

DID

(Direct Inward Dialing) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

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1.1 <u>Definitions of Terms</u> (cont'd)

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

<u>Exchange</u>

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

Flat Rate Service

An exchange service for which a specified rate is charged, regardless of the amount of local usage.

Fraud

An attempt to procure or retain service by supplying misleading or deliberately inaccurate information, or by untruthful or unlawful means, including supplying false information on an application for service. There will be a presumption of fraud in cases where the customer's actual usage for a month, or its pro-rata usage for a partial month, is more than three times the customer's estimated usage (or the pro-rata share of estimated usage) as supplied by the customer at the time of application (which may be revised by customer based on actual experience upon notification to the Company), and that usage is in excess of \$500. In such cases, the customer may be contacted to notify the customer of the usage levels, and to discuss the reasons for the usage levels. In such cases, restrictions may be imposed upon further usage unless satisfactory payment arrangements are made.

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1.1 <u>Definitions of Terms</u> (cont'd)

Incumbent Local Exchange Carrier or Incumbent Carrier The local exchange carrier that has Section 251(c) obligations under the federal Telecommunications Act.

<u>Individual Case Basis</u> A rate, charge, or condition of the tariff as determined by individual circumstances.

<u>Inside Station Wiring or Inside Wiring</u> Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

<u>InterLATA Service</u> The completion of calls between Local Access and Transport Areas.

<u>IntraLATA Service</u> The completion of calls between points within the boundaries of a Local Access and Transport Area.

<u>Kbps</u> Kilobits per second, denotes thousands of bits per second.

Local Access and Transport Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the incumbent carrier.

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1.1 <u>Definitions of Terms</u> (cont'd)

<u>Mbps</u> Megabits, denotes millions of bits per second.

<u>MCA</u> Metropolitan Calling Area

<u>McLeodUSA</u> McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services

McLeodUSA Switch

A local switch owned and operated by McLeodUSA. In the pricing tables, service identified as being provided via "McLeodUSA Switch" or "On-Switch" is provided using a switch port from the McLeodUSA Class 5 Local Switch in combination with a local loop leased from the incumbent carrier.

Message A telephone call made by a Customer.

<u>Month</u> For billing purposes, a month is considered to have thirty (30) days.

Network Elements

Elements of the incumbent carrier network leased by McLeodUSA pursuant to an interconnection agreement or approved wholesale tariffs. In the pricing tables, service identified as being provided via "Network Elements" is provided using a combination of network elements.

Number of Digits Sent

The number of digits of the telephone number sent from the Central Office to the telephone system for interpretation and routing to the end user. Typically a function of DID.

<u>Operator</u> An automated or live operator.

PAETEC

McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services

Point of Presence (or POP)

The location in McLeodUSA's system where local access facilities connect to an interexchange carrier's network.

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1.1 <u>Definitions of Terms</u> (cont'd)

Port

A connection to McLeodUSA's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

Premise Visit Charge

This charge applies when (1) a technician is dispatched as a result of a customer's request, (2) the customer has a network interface device (NID) and refuses to check the NID after McLeodUSA has provided the customer with all necessary information to do so, and (3) the problem is ultimately found on the customer's side of the NID. Schedule I, II or III charges for time and labor could be in addition to the Premise Visit Charge. This charge also applies if a technician is dispatched to the customer location and the customer misses the scheduled appointment. The customer may cancel the scheduled appointment up to 24 hours prior to that scheduled appointment and not incur a premise visit charge. This charge is not regulated by the PUCO and is determined by McLeodUSA.

Premise Work

Any work done on the Customer's side of the network interface device.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to customers for regulated services and/or equipment.

Re-routing of numbers

Provides the option of re-directing telephone numbers from one T1 facility to another or from other local lines to the T1 facility. Typically utilized with DID trunking service.

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1.1 <u>Definitions of Terms</u> (cont'd)

Schedule I

Rates associated with Premise Work done during normal business hours.

Schedule II

Rates associated with Premise Work done after business hours and all day on Saturday.

Schedule III

Rates associated with Premise Work done on Sundays and holidays. Holidays include New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

<u>Service</u>

Any or all service(s) provided by McLeodUSA pursuant to this tariff.

Service Order

The written request for Network Services executed by the Customer and McLeodUSA in the format designated by McLeodUSA. The signing of a Service Order by the Customer and acceptance by McLeodUSA initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of McLeodUSA, but the duration of the service is calculated from the service commencement date.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Signaling

Represents the type of signaling format utilized to maintain a T1 level digital transmission from the Central Office to the customer premise. Signaling options include: AMI, ESF, SF, B8ZF; other options may be available on an individual case basis.

Standard Elements

For McLeodUSA bundled local packages, the Standard Elements consist of switched local dial tone, unlimited local calling, local number portability and mandatory EAS or EACS.

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1.1 <u>Definitions of Terms</u> (cont'd)

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

T1- Advanced

Includes In-Only Trunk with DID and Hunting, Out-Only Trunk with Answer Supervision or Two-Way Trunk with DID, Hunting and Answer Supervision.

T1 Basic or Combo

Includes In-Only Trunk, Out-Only Trunk or Two-Way Trunk. Combo is a combination of Basic and Advanced.

Terminal Interface

The method of physical connection between a McLeodUSA-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and McLeodUSA for a series of partial payments to settle a delinquent account.

Two-Way

A service attribute that includes DOD (the ability to dial directly from an extension without having to go through an operator or attendant) for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User

A Customer or any other person authorized by a Customer to use service provided to the Customer under a McLeodUSA tariff.

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1.2 Explanation of Acronyms and Trade Names

DA = Directory Assistance EAS = Extended Area Service EACS = Extended Area Calling Service EUCL = End User Common Line FCC = Federal Communications Commission ILEC = Incumbent Local Exchange Carrier IXC = Interexchange Carrier LATA = Local Access and Transport Area LNP = Local Number Portability NPA = Numbering Plan Area, more commonly known as Area Code NRC = Non-Recurring Charge OS = Operator Service PICC = Primary Interexchange Carrier RBOC = Regional Bell Operating Company SNI = Standard Network Interface Sprint = Sprint Communications Company, L.P. TDD = Telecommunication Device for the Deaf TRS = Telecommunications Relay Services Surcharge TTY = TeleTYpewriter USF = Universal Service Fund

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2.0 General Rules and Regulations

2.1 <u>Undertaking of McLeodUSA</u>

2.1.1 General

Pursuant to this tariff, McLeodUSA undertakes to provide within the service area in which McLeodUSA has been approved for certification the regulated intrastate, intraLATA, interexchange services and local exchange services described in Section 3.0.

- 2.1.2 Limitations
 - A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
 - B. McLeodUSA reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by McLeodUSA, when necessary because of lack of facilities, or due to some other cause beyond McLeodUSA's control on a non-discriminatory basis.
 - C. The furnishing of service under the tariffs of McLeodUSA is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the McLeodUSA's facilities as well as facilities the McLeodUSA may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
 - D. McLeodUSA reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
 - E. McLeodUSA does not undertake to transmit messages or information, but offers the use of its facilities, when available, for that purpose.
- 2.1.3 Compliance with Ohio Rules and Regulations

This tariff is compliant with Rule 4901:1-6, OAC.

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2.2 <u>Use</u>

2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

McLeodUSA's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises McLeodUSA that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If McLeodUSA receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.2.3 <u>Unauthorized Use</u>

Any individual who uses or receives McLeodUSA's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for McLeodUSA's costs of investigation and collection.

2.2.4 <u>Recording Devices</u>

McLeodUSA's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of McLeodUSA or refer to McLeodUSA in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of McLeodUSA.

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2.3 <u>Liability</u>

McLeodUSA's liability, if any, for its willful misconduct 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 installation, provision, preemption, termination, maintenance, repair or restoration of service, or any other service, McLeodUSA's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff or state commission regulations as an allowance for interruptions.

The services furnished by McLeodUSA, in addition to the limitations set forth preceding, also are subject to the following limitations: McLeodUSA shall not be liable for damage arising out of our mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of McLeodUSA caused by customer provided equipment (except where a contributing cause is the malfunctioning of a McLeodUSA-provided connection arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the McLeodUSA billing for the period of service during which such, mistake, omission, interruption, delay, error, defect in transmission or injury occurs.) McLeodUSA also shall not be liable for the acts or omissions of other companies when their facilities are used to provide service.

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, McLeodUSA shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

McLeodUSA shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

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 Corporate Vice President, Public Policy and Regulatory

 One Martha's Way, P.O. Box 3177

 Hiawatha, Iowa 52233

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2.3 <u>Liability</u> (cont'd)

No agent or employee of any other carrier shall be deemed to be an agent or employee of McLeodUSA.

McLeodUSA's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call. McLeodUSA shall not be liable for damages arising out of the use of McLeodUSA's services for the transmission of anything other than voice grade service.

McLeodUSA will provide a customer's correct name and telephone number to a calling party either upon request to or interception by McLeodUSA in the event there is an error or omission in the customer's directory listing. McLeodUSA's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. McLeodUSA shall not be liable for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

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2.3 <u>Liability</u> (cont'd)

Notwithstanding anything to the contrary in this section, if Customer's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to McLeodUSA or being found by McLeodUSA to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, McLeodUSA's inability to gain access to the Customer's premises, or causes beyond McLeodUSA's control as described in the first paragraph of this section, McLeodUSA will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to McLeodUSA, or discovery by McLeodUSA, of the interruption. A service interruption may include, among other events, lawful disconnections pursuant to Section 2.11 of this tariff and when a customer's service interrupted during a move to a new Customer premise.

2.4 Equipment

2.4.1 Inspection, Testing, and Adjustment

McLeodUSA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. McLeodUSA may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

2.4.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to McLeodUSA's services must not interfere with, or impair, any of the services offered by McLeodUSA. Additionally, connected Customer premises equipment must not endanger the safety of McLeodUSA employees or the public, damage or interfere with the proper functioning of McLeodUSA's equipment, or otherwise injure the public in its use of McLeodUSA's services.

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- 2.4 <u>Equipment</u> (cont'd)
 - 2.4.3 Maintenance and Repair
 - A. <u>Customer Liability</u>

The Customer shall be responsible for damages to McLeodUSA's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using McLeodUSA's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of McLeodUSA's facilities except upon written consent of McLeodUSA.

B. <u>Leased or Owned Facilities</u>

The Customer's obligation to McLeodUSA is the same whether the facilities involved are McLeodUSA's facilities or are facilities leased by McLeodUSA from another party. If McLeodUSA incurs expenses due to the Customer's actions that result in damage or impairment of McLeodUSA's owned or leased facilities, McLeodUSA will pass on to the Customer any and all expenses to repair McLeodUSA's facilities or that the owner imposes on McLeodUSA for leased facilities.

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2.5 <u>Contract for Service</u>

Installation of certain services may require a contractual agreement between a Customer and McLeodUSA. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of McLeodUSA to Customers as described in this tariff. The term of the services shall commence and will remain in effect from the service activation date for the term of the contract. In the event McLeodUSA continues to provide service beyond the end of the initial term without an additional written agreement between the parties, then McLeodUSA shall continue to provide service to the Customer under the terms of the then applicable tariff and applicable terms of the expired contract under a month-tomonth arrangement. McLeodUSA may choose to renew the contract for a period equal to its original term by giving the Customer notice of the proposed renewal. If the Customer does not timely advise McLeodUSA that the Customer desires to terminate the contract at the end of the contract, then the contract will renew.

2.6 <u>Application for Service</u>

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish McLeodUSA with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided <u>and</u> billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

2.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date. For multi-location customers, service shall be deemed to be initiated upon service activation at the first location.

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2.7 <u>Reserved for future use</u>

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2.8 <u>Billing</u>

2.8.1 Monthly Billing

Bills to Customers will be issued monthly unless McLeodUSA is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges, including installation charges, are billed in advance. Certain toll charges and NRCs are billed in arrears. If a Customer elects, McLeodUSA may issue a billing statement to a Customer in an electronic format only.

McLeodUSA shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.8.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, bundled packages, packages of long distance minutes, ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. McLeodUSA will also comply with reasonable requests for bill detail.

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2.9 <u>Payment for Service</u>

2.9.1 Late Payment Charge

McLeodUSA may impose a one time late payment charge not to exceed 1.5% on any bill not paid by the due date listed on the invoice. Customers are obligated to drop off payment at a designated payment location or mail payment to the address contained on the invoice. Customers shall be responsible for all costs incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff. McLeodUSA will also charge a check service charge if a check tendered for payment is returned to McLeodUSA as non-sufficient funds (NSF) or is not in acceptable form.

Residential customers will be granted one complete forgiveness of a late payment charge each calendar year. On one monthly bill in each period of eligibility, the net amount of such bill will be accepted as full payment for the month after expiration of the net payment period. The Customer will be notified by mailed written notice that the eligibility has been used. Such forgiveness of late payment charges will have no effect on the credit rating of the Customer.

2.9.2 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a <u>pro rata</u> basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services.

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- 2.9 <u>Payment for Service</u> (cont'd)
 - 2.9.3 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

2.9.4 Taxes and Fees

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon McLeodUSA may be charged to Customers receiving McLeodUSA's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers on the basis of Customers' monthly charges for the types of service made subject to the taxes or fees. Such taxes and fees will be separately stated on bills.

LNP, PICC, USF, TRS, TTY/TDD surcharges will also be charged where applicable.

2.10 Disputes and Complaints

2.10.1 Disputed Bills

In the event of a dispute concerning the bill, McLeodUSA will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of McLeodUSA by the Ohio Public Utilities Commission in the event the Customer files a written complaint with the agency. Subject to regulatory requirements, McLeodUSA's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

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- 2.10 <u>Disputes and Complaints</u> (cont'd)
 - 2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to McLeodUSA by telephone, in person, or in writing at McLeodUSA's office located at One Martha's Way, P.O. Box 3177, Hiawatha, Iowa 52233. Business customers can reach McLeodUSA's customer service department by dialing tollfree: 1-800-593-1177. Residential customers can reach McLeodUSA's customer service department by dialing toll-free: 1-800-500-3543. McLeodUSA's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of McLeodUSA will be investigated promptly and thoroughly. McLeodUSA will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable McLeodUSA to review and analyze its procedures and actions for at least thirty (30) days. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Commission at:

Ohio Public Utilities Commission 180 E. Broad Street, 3rd Floor Columbus, OH 43215 1-800-686-7826 (Voice) 1-800-686-1570 (TDD)

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- 2.10 <u>Disputes and Complaints</u> (cont'd)
 - 2.10.3 Bill Insert or Notice

McLeodUSA shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a McLeodUSA representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the following statement: "If McLeodUSA does not resolve your complaint, the service may be subject to state regulation. You may contact the Ohio Public Utilities Commission, 180 E. Broad Street, 3rd Floor, Columbus, OH 43215, 1-800-686-7826." The bill insert or notice on the bill will be provided no less than annually.

2.11 Service Refusal, Disconnection, and Suspension

In no event shall service be disconnected on the day preceding or day on which McLeodUSA's local business office or local authorized agent is closed.

2.11.1 Notice of Pending Disconnection

Prior to the disconnection of service, McLeodUSA shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill after the notice is rendered and no less than 12 days with respect to an unpaid or new deposit. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered to the last known address of the person responsible for payment for the service. The notice will specify (800-593-1177 for business customers; 800-500-3543 for residential customers) as a toll-free number at which a McLeodUSA representative can be reached to provide additional information about the disconnection.

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- 2.11 Service Refusal, Disconnection, and Suspension (cont'd)
 - 2.11.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- A. <u>Without notice</u> if a condition on the Customer's premises is determined by McLeodUSA to be hazardous.
- B. <u>Without notice</u> if the Customer uses the service in such a manner as to adversely affect McLeodUSA's equipment or McLeodUSA's service to others.
- C. <u>Without notice</u> if equipment furnished, leased, or owned by McLeodUSA is subject to tampering.
- D. <u>Without notice</u> if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.

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- 2.11 <u>Service Refusal, Disconnection, and Suspension</u> (cont'd)
 - 2.11.2 Reasons for Service Refusal, Disconnection, and Suspension (cont'd)
 - E. <u>With prior written notice</u> if there are reasonable grounds to believe there is a violation of or noncompliance with McLeodUSA's regulations on file with the Commission, municipal ordinances, or law.
 - F. <u>With prior written notice</u> if the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in McLeodUSA's regulations filed with the Commission as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service.
 - G. <u>With prior written notice</u> if the Customer fails to permit McLeodUSA reasonable access to its equipment.
 - H. <u>With prior written notice</u> if the Customer routinely uses abusive or profane language or makes physical threats in conversations with McLeodUSA personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific service issues.

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- 2.11 <u>Service Refusal, Disconnection, and Suspension</u> (cont'd)
 - 2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill

Except as restricted by Section 2.11.4, service may be refused, disconnected, or suspended for nonpayment of a bill if McLeodUSA has made a reasonable attempt to effect collection and:

- A. McLeodUSA has provided the Customer with ten (10) days' prior written notice with respect to an unpaid bill or twelve (12) days' written notice with respect to an unpaid new deposit.
- B. McLeodUSA is open, at minimum, one more hour <u>and</u> open the following day of the scheduled disconnection.
- C. In the event of a dispute concerning the bill, McLeodUSA will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

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- 2.11 <u>Service Refusal, Disconnection, and Suspension</u> (cont'd)
 - 2.11.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Delinquency in payment for service by a previous occupant of the premises to be served, unless that occupant is a Customer of the same household as the customer.
- B. Failure to pay for unregulated services or equipment purchases.
- C. Failure to pay the bill of another Customer as guarantor thereof.
- D. Failure to pay for a different type or class of public utility service or 900, 960 or 976 calls disputed by the Customer. However, if a residential customer has requested that McLeodUSA remove the free 900 or 976 call blocking service, then that Customer shall be fully responsible for payment of all such calls regardless of who made the call from the Customer's telephone line.
- E. Failure to pay for information service not regulated by the Commission.
- F. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

2.11.5 <u>Medical Emergency</u>

Notwithstanding any other provision of this tariff, McLeodUSA will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to McLeodUSA within five (5) days.

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 BY:
 William A. Haas

 Corporate Vice President, Public Policy and Regulatory

 One Martha's Way, P.O. Box 3177

 Hiawatha, Iowa 52233

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- 2.11 <u>Service Refusal, Disconnection, and Suspension</u> (cont'd)
 - 2.11.6 Temporary Service

When McLeod renders temporary service to a Customer, the Customer may be required by McLeod to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

2.12 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow McLeodUSA to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

2.12.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

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2.12 Cancellations and Deferments of Service (cont'd)

2.12.2 Deferment of Start of Service

If a request for deferment of service is received by McLeodUSA prior to the date an order for equipment or service is placed with McLeodUSA's supplier, no charge shall apply. For deferments received by McLeodUSA subsequent to the date the order for equipment or service is placed with McLeodUSA's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by USBank plus recurring costs resulting directly from the deferral such as storage, taxes, etc., unless otherwise ordered by the Commission.

In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. McLeodUSA will also charge the Customer who defers service any and all rates and charges incurred by McLeodUSA for any leased facilities for which McLeodUSA is held responsible. McLeodUSA will make a good faith effort to minimize those rates and charges whenever possible.

2.13 Information Service Access Blocking

Where facilities are available, McLeodUSA shall institute call blocking to all "900", "960" and "976" prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. McLeodUSA will comply with all applicable rules of the Commission concerning such blocking.

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2.14 Special Construction and Special Arrangements

Subject to the agreement of McLeodUSA and to all of the regulations contained in the tariffs of McLeodUSA, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirements for the facilities so constructed;
- Β. of a type other than that which McLeodUSA would normally utilize in the furnishing of its services;
- over a route other than that which McLeodUSA would normally utilize in the C. furnishing of its services;
- in a quantity greater than that which McLeodUSA would normally construct; D.
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- in advance of its normal construction. H.
- 2.14.1 Basis for Charges

Where McLeodUSA furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in McLeodUSA's tariffs, charges will be based on the costs incurred by McLeodUSA and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

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- 2.14 Special Construction and Special Arrangements (cont'd)
 - 2.14.2 Basis for Cost Computation

The costs referred to in 2.14.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Installation cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installation cost includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;
- B. Annual charges including the following:
 - 1. cost of maintenance,
 - 2. 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,
 - 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items,
 - 4. any other identifiable costs related to the facilities provided, and
 - 5. an amount for return and contingencies.

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2.15 <u>Non-Routine Installation</u>

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

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3.0 Description of Services Offered

3.1 Basic Local Exchange Service

All telephone companies offering BLES are subject to the commission's service requirements for BLES found in rule 4901:1-6-12 of the Administrative Code.

3.1.1 Advantage Business Lines

Advantage Business Lines is a service that allows customers to originate non-toll local calls at locations within the service areas that McLeodUSA has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability.

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4.0 <u>Rate Schedules</u>

- 4.1 <u>Nonrecurring Charges</u>
 - 4.1.1 <u>Reconnection Fee</u> <u>Business</u> <u>Min - Max</u> \$20.00 - \$100.00

This charge applies to reconnect service after service has been suspended and is due at the time services are restored.

4.1.2 <u>Nonsufficient Funds Charge (NSF Checks)</u> <u>Business</u> <u>Min - Max</u> \$10.00 - \$30.00

> This charge applies when a check has been returned by the bank for nonpayment.

4.1.3 <u>Trouble Isolation Charge</u> Business <u>Min - Max</u> \$30.00-\$125.00

This charge applies when McLeodUSA dispatches either its own or ILEC personnel to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with McLeodUSA.

4.1.4 Service Order Charge

A Service Order Charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

Business Customers: $\frac{Min - Max}{\$30.00 - \$125.00}$

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4.0 <u>Rate Schedules</u>

4.1 <u>Nonrecurring Charges</u> (cont'd)

4.1.5 <u>Service Charges</u>

All rates apply on a per line basis unless otherwise noted below.

Service Charges

Line Installation per line Line Service Order per line Order Charge Move Line per line Move Service Order Central Office Connection Type of Service Change Change of Billing Responsibility Change to Class of Service Telephone Number Change Charge Business <u>Min-Max</u> \$5.00-\$100.00 per order \$5.00-\$100.00 \$5.00-\$100.00 \$5.00-\$100.00 per order \$1.00-\$100.00

4.0 <u>Rate Schedules</u> (cont'd)

4.2 <u>Basic Local Exchange Services</u>

4.2.1 Advantage Business Lines

Installation Charge

Minimum - Maximum

Basic Service Features: Business Line - Rate Group B Business Line - Rate Group C Business Line - Rate Group D

\$30.00 - \$100.00 \$30.00 - \$100.00 \$30.00 - \$100.00

<u>Non-Recurring Charge Minimum - Maximum</u> \$100.00 - \$200.00

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5.0 Rates and Charges - Price List

5.1 Nonrecurring Charges

5.1.1 <u>Reconnection Fee</u>

Business Customer - \$33.55

This charge applies to reconnect service after service has been suspended and is due at the time services are restored.

5.1.2 Nonsufficient Funds Charge (NSF Checks)

The NSF check charge shall be \$20.00, or the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment.

5.1.3 <u>Trouble Isolation Charge</u>

Business Customer- - \$95.00

This charge applies when McLeodUSA dispatches either its own or ILEC personnel to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with McLeodUSA.

5.1.4 Service Order Charge

A Service Order Charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service.

Business Customers: \$39.95

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5.0 <u>Rates and Charges - Price List</u> (cont'd)

- 5.1 <u>Nonrecurring Charges</u> (cont'd)
 - 5.1.5 Order Charge

This charge will apply per order on local package lines and IA for the following actions: ANI Swap, business to residential conversion, residential to business conversion, Change of Ownership, Add/Change/Remove Directory Listing, Add/Change/Remove Blocking Features, Add/Change/Remove Features, Add/Change/Remove Voicemail, MEL install, POTs to MEL conversion, package change, changes to seasonal lines.

This charge will also apply per order on Toll Free ANIs for, but not limited to, the following actions: Adding a Toll Free number, porting a Toll Free number, disconnecting a Toll Free number, changes such as area of service, POTS change, PIN change, blocking certain numbers or allowing certain numbers.

Business

\$20.00 / per order

5.1.6 <u>Service Charges</u>

All rates apply on a per line basis unless otherwise noted below.

Service Charges	Business
Line Installation per line	\$40.00
Move Line per line	\$50.00
PIC Change Charge	\$5.00

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5.0 <u>Rates and Charges - Price List</u> (cont'd)

5.2 Basic Local Exchange Service

5.2.1 Advantage Business Lines

<u>Monthly</u>
\$31.73
\$33.91
\$36.29

Installation Charge

Non-Recurring Charge \$40.00

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Summary: Exhibit B to Application for Detariffing electronically filed by Mrs. Julie Dishman on behalf of McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services