

FILE



8929 Broadway  
Merrillville, IN 46410  
Phone (219) 650-5555  
Toll Free 1-800-935-2181  
Fax (219) 650-5545  
www.midwesttele.com

16

September 19, 2003

Ms. Daisy Crockron, Chief  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

RE: Midwest Telecom of America, Inc.

TRF # 90-6135-CT-TRF

- Case # 03-1792-TP-ACE (WITHDRAW)
- Case # 03-1263-TP-ACE (FINAL TARIFF FILING)

PUCO

2003 SEP 23 AM 11:33

REG. & DOCKETING DIV

Dear Ms. Crockron:

Per my original facsimile sent September 12, 2003 (enclosed), I have enclosed one original and seven copies of the above referenced application case # 03-1792-TP-ACE to be withdrawn.

Per my conversation with Angela Calvin, PUCO Quality Service Analysis Division, I am enclosing Midwest Telecom of America, Inc.'s, final tariff for case # 03-1263-TP-ACE. I have enclosed one original and seven copies for filing purposes.

Please acknowledge receipt of this filing by date stamping and returning the copy of this letter in the self-addressed enveloped provided.

If you should have any questions regarding this filing, please do not hesitate to contact me at (219) 650-5555, ext. 110.

Respectfully,

Martin A. Nadwodny  
Manager, Special Projects

Midwest Telecom of America, Inc.

Enclosures:

- Facsimile/letter dated Sept. 12, 2003 requesting application for case # 03-1792-TP-ACE to be withdrawn - one original and seven copies.
- One original and seven copies of application for case # 031792-TP-ACE (to be withdrawn).
- One original and seven copies of final tariff for case # 03-1263-TP-ACE

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician ADD Date Processed 9/23/03

Initiative • Accountability • Integrity • Respect

**TITLE SHEET**

**TARIFF OF**

**MIDWEST TELECOM OF AMERICA, INC.**

**P.U.C.O. TARIFF NO. 1**

**CASE NO. 03-1263-TP-ACE**

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

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

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Issued: July 3, 2003

Effective: July 3, 2003

Case No. 03-1263-TP-ACE

Issued By:

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

**CHECK SHEET**

Sheets 1 through 16, inclusive of this tariff, are effective on the date shown at the bottom of the respective sheets(s). Original and revised sheets, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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

\* Indicates tariff sheets submitted with this filing

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## TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Section 1 - Technical Terms and Abbreviations	4
Section 2 - Rules and Regulations	5-9
Section 3 - Description of Services	10-11
Section 4 - Rates	12-16

### EXPLANATION OF SYMBOLS AND ABBREVIATIONS

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

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

**PUCO** – The Public Utilities Commission of Ohio.

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

**LEC** – Local Exchange Company.

**Midwest** – refers to Midwest Telecom of America, Inc.

**PICC** - Presubscription Interexchange Carrier Charge

## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of Midwest

Midwest installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. Midwest may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Midwest network. *The customer shall be responsible for such service arrangements.*

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

### 2.2 Limitations

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

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 The Company will disconnect customer's service(s) in compliance with MTSS Rule 4901:1-5-17.

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

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

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## SECTION 2 – RULES AND REGULATIONS (cont'd)

### 2.3 Use

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

### 2.4 Liabilities of the Company

- 2.4.1 Midwest liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmissions which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- 2.4.3 The Company shall not be liable for claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, fire, war, civil disturbance, or act of government, or by any cause beyond the Company's direct control.
- 2.4.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage), for defamation, libel, slander, invasion, infringement, of copyright patent, unauthorized use of trademark, trade name or service mark, unfair competition, interference with or misappropriation of violation of any contract, proprietary or creative right, or any injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of the Company.
- 2.4.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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

**2.5 Deposits and Advance Payments**

Any requests for deposits by the Company will comply with MTSS Rule 4901:1-5-13 (B) (2) (a) and MTSS Rule 4901:1-5-14. The Company may require a customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

**2.6 Taxes**

Please refer to "Service Requirement Form".

**2.7 Terminal Equipment**

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

**2.8 Installation and Termination**

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

**2.9 Payment of Service**

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

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

**2.10 Interconnection**

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

**2.11 Refusal or Discontinuance by Company**

Midwest will comply with MTSS Rule 4901:1-5-17 when refusing or disconnecting a customer's service(s).

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

**2.12 Inspection, Testing, and Adjustment**

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

**2.13 Tests, Pilots, Promotional Campaigns, and Contests**

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

**2.14 Interruption of Service**

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

### SECTION 3 – RULES AND REGULATIONS

#### 3.1 General

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

#### 3.2 Timing of Calls

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

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

#### 3.3 Product Description

##### 3.3.1 Switched 1+ Long Distance Service

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

##### 3.3.2 Switched 800 (and/or 888) Service

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

##### 3.3.3 Dedicated 1+ Long Distance Service

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

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**SECTION 3 – RULES AND REGULATIONS (cont'd)**

**3.3 Product Descriptions (cont'd)**

**3.3.4 Dedicated 800 (and/or 888) Service**

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

**3.3.5 Midwest Telecom Travel Card Service**

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

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

Each customer is charged individually for each call placed through the carrier. Customers are billed based upon their usage of Midwest's long distance service. For any invoices that fall below \$100.00, Customer may be charged a \$5.00 service fee. The Company will comply with MTSS Rule 4901:1-5-15 in regards to billing statements and practices.

**4.2 1+ Long Distance Service and 8XX**

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

For customers whose service commenced before June 9, 2003:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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