



For response to SD PUC:

Ms. Patricia Van Gerpen  
Executive Director  
South Dakota Public Utilities Commission  
Capitol Building, First Floor  
500 E. Capitol Avenue  
Pierre, South Dakota 57501

*electronically filed*

Re: **Docket No. TC15-060**; MCC Telephony of the Midwest, LLC  
Revisions to Access Services Tariff (S.D. P.U.C. Tariff No. 1):  
**Response to Staff's First Data Request**

In response to Staff's October 26, 2015 *First Data Request* in the above-captioned docket, MCC Telephony of the Midwest, LLC provides the following:

1-1. On 5<sup>th</sup> Revised Pages 50 and 51, please change the new references to the FCC tariff from (T) symbols to (C) symbols. This change applies to sections 2.6.1, 2.6.2.A-C, and 2.6.3.A-D.

**Response:** The requested change has been made to proposed pages 50 and 51. Please see enclosed replacement pages.

1-2. In the footnote on the bottom of 5<sup>th</sup> Revised Pages 23 and 64, please change the (T) symbols to (N) symbols.

**Response:** The requested change has been made to proposed pages 23 and 64. Please see enclosed replacement pages.

If there are any questions regarding this filing, please contact me at 845.419.6320 or via e-mail at [eschoenfeldt@mediacomcc.com](mailto:eschoenfeldt@mediacomcc.com). Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Schoenfeldt", written over a series of horizontal lines.

Eric Schoenfeldt

Enc.

## 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 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 services is responsible for payment of charges and compliance with the Company's regulations and applicable law.

- 1.9.4.1 Service orders, whether written or constructive, are subject to the switched access and nonswitched access service order charge identified in Section 4.7.5.

**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, as indicated, (b) 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.

|              |                            |                    |                    |   |
|--------------|----------------------------|--------------------|--------------------|---|
| <b>2.6.1</b> | <b>Carrier Common Line</b> | <u>Terminating</u> | <u>Originating</u> |   |
|              |                            | \$ *               | \$ 0.000000 (R)    | T |
| <b>2.6.2</b> | <b>Transport</b>           |                    | MOU                |   |
|              |                            | <u>Terminating</u> | <u>Originating</u> |   |
| 2.6.2.A      | Tandem Facility            | \$ *               | \$ 0.00003         | T |
| 2.6.2.B      | Tandem Termination         | \$ *               | \$ 0.00024         | T |
| 2.6.2.C      | Multiplexing               | \$ *               | \$ 0.000036        | T |

\* The charge for this element will be assessed using the rates for the corresponding terminating element in the Company's interstate tariff, MCC Telephony, LLC FCC Tariff No. 1 available at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=524>. C  
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**2. SWITCHED ACCESS (Cont'd)**

**2.6 Rates and Charges (Cont'd)**

**2.6.3 End Office Switching**

|         |                                 | MOU                |                    |                 |   |
|---------|---------------------------------|--------------------|--------------------|-----------------|---|
|         |                                 | <u>Terminating</u> | <u>Originating</u> |                 |   |
| 2.6.3.A | Local Switching                 | \$ *               | (R)                | \$ 0.001974     | T |
| 2.6.3.B | Common Port Charge              | \$ *               | (R)                | \$ 0.000747     | T |
| 2.6.3.C | Residual Interconnection Charge | \$ *               |                    | \$ 0.000000 (R) | T |
| 2.6.3.D | Information Surcharge           | \$ *               |                    | \$ 0.000000     | T |

**2.6.4 8XX Toll-Free Access Service**

|         |                                |             |
|---------|--------------------------------|-------------|
| 2.6.4.A | Customer ID Charge (Per Query) | \$ 0.004053 |
|---------|--------------------------------|-------------|

\* The charge for this element will be assessed using the rates for the corresponding terminating element in the Company's interstate tariff, MCC Telephony, LLC FCC Tariff No. 1 available at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=524>.

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**5. VOIP-PSTN TRAFFIC**

**5.1 General**

The VoIP-PSTN Traffic category consists of all traffic that (i) is exchanged in Time Division Multiplexing ("TDM") format and (ii) originates and/or terminates in Internet protocol ("IP") format. See Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Intrastate VoIP-PSTN Traffic services are tariffed within the Company's state access tariff consistent with the FCC Order.

**5.2 Application of this Tariff**

Except where expressly noted, intrastate VoIP-PSTN Traffic is ordered and provided consistent with all provisions of this Tariff, including those in Section 2 – Switched Access.

**5.3 Rating of VoIP-PSTN Traffic**

Consistent with the FCC Order, intrastate VoIP-PSTN Traffic will be billed at the rates tariffed in Section 2 of this Tariff for the Company's functionally equivalent intrastate switched access services. Intrastate switched access service rates are set equal to the switched access service rates tariffed in Section 2 of the Company's federal access services tariff (MCC Telephony, LLC FCC Tariff No. 1).

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