## VIA ELECTRONIC FILING

Mr. Dale Hardy Roberts
Executive Secretary -- Chief Regulatory Law Judge
Missouri Public Service Commission
P.O. Box 360
Governors Office Building
200 Madison St.
Jefferson City, MO 65101

Re: McLeodUSA Telecommunications Services, Inc. Intrastate Interexchange Tariff, P.S.C. MO. No. 5

Dear Mr. Roberts:

Attached for filing is a PDF copy of revisions to our McLeodUSA Telecommunications Services, Inc.'s ("McLeodUSA") Intrastate Interexchange Tariff P.S.C. MO No. 5. In this filing McLeodUSA is adding the "d/b/a PAETEC Business Services" to McLeodUSA (Sheet Nos. 1, 15, 16 and 28); and modifying our contract for service language (Sheet No. 25), which will not impact any existing customers.

This tariff has an issue date of February 11, 2008 and an effective date of March 12, 2008. Thank you for your assistance in processing this filing. If there are any questions, please do not hesitate to contact me at <a href="mailto:iredman-carter@mcleodusa.com">iredman-carter@mcleodusa.com</a> or (319) 790-2250.

Sincerely,

Julia Redman-Carter Regulatory Analyst

Enclosures

## TITLE SHEET

## **TELECOMMUNICATIONS SERVICES**

This tariff applies to the Telecommunications Services furnished by McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services ("McLeodUSA") between one or more (T) points in the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at McLeodUSA's principal place of business, One Martha's Way, Hiawatha, Iowa 52233.

McLeodUSA operates as a competitive telecommunications company as defined by Sections 38.020 and 392.361 within the State of Missouri.

## 1.0 <u>Explanation of Terms and Abbreviations</u> (cont'd)

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

## **Individual Case Basis**

A rate, charge, or condition of the tariff as determined by individual circumstances.

## Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

## <u>Interexchange Service</u>

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

## InterLATA Service

The completion of calls between Local Access and Transport Areas.

#### IntraLATA Service

The completion of calls between points within the boundaries of a Local Access and Transport Area.

(N)

#### McLeodUSA

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.

#### Month

For billing purposes, a month is considered to have thirty (30) days.

## Number of Digits Sent

BY:

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.

(N)

## 1.0 Explanation of Terms and Abbreviations (cont'd)

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

#### **Operator**

An automated or live operator.

PAETEC (N)

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.

## 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.

## Service

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

#### Service Order

BY:

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.

(T)

(T)

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## 2.0 General Rules and Regulations (cont'd)

## 2.5 <u>Contract for Service</u>

Installation of certain services may require a contractual agreement between a Customer and PAETEC. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of PAETEC to Customers as described in this tariff. The agreement may require the Customer to pay a minimum monthly fee ("MMF") wherein the Customer agrees, in writing, to pay for the duration of the term agreement, either the monthly recurring and usage charges, or the MMF amount, whichever is greater. Should the Customer choose to terminate their contract without cause prior to the agreed upon term, the Customer will be liable for the MMF specified in the contract multiplied by the number of months remaining in the term, unless Customer converts to another service provided by PAETEC with equal or greater term and MMF commitment. In the event PAETEC continues to provide service after the Customer contract is terminated or expires, then PAETEC 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-to-month arrangement.

## 2.6 Application for Service

## 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 <u>Initiation of Service</u>

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.

Issued: February 11, 2008 Effective: March 12, 2008

BY: General Counsel One Martha's Way, P.O. Box 3177 Hiawatha, Iowa 52233 \_\_\_\_\_

# 2.0 General Rules and Regulations (cont'd)

# 2.7 <u>Deposits</u> (cont'd)

### 2.7.4 Handling of Deposits

Deposits shall be sent or delivered to: McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services, One Martha's Way, P.O. Box 3177, Hiawatha, Iowa 52233. McLeodUSA will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law.

## 2.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by McLeodUSA's records.

## 2.7.6 <u>Customer Obligations</u>

BY:

The existence of a deposit in no way relieves the Customer of the obligation to comply with McLeodUSA's regulations for the prompt payment of bills.