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Transcript Exhibit(s)

Docket #(s): T-20718A-09-0580

Arizona Corporation Commission

DOCKETED

SEP 14 2010

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|-------------|--------------------|
| DOCKETED BY | <i>[Signature]</i> |
|-------------|--------------------|

Exhibit #: MCC 1-MCC 3, S1

AZ CORP COMMISSION
DOCKET CONTROL

2010 SEP 14 A 11: 10

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ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

RECEIVED

2009 DEC 24 A 10:29

Mail original plus 13 copies of completed application to:

For Docket Control Only: (Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

AZ CORP COMMISSION DOCKET CONTROL

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
Alternative Operator Services Telecommunications Services (Answer Sections A, B)
Other (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

MCC Telephony of the West, LLC ("MCC Telephony")
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2600
Fax: (845) 695-2669
Email: amaimon@mediacomcc.com
Website: www.mediacomcc.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not Applicable at this time.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Anna Sokolin-Maimon, Vice President Regulatory Affairs
Mediacom Communications Corporation
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2610
Fax: (845) 695-2669
amaimon@mediacomcc.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Joan S. Burke
Law Office of Joan S. Burke
1650 N. First Avenue
Phoenix, AZ 85003
Telephone: (602) 535-0396
joan@jsburkelaw.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

James McKnight, Staff Attorney
Mediacom Communications Corporation
100 Crystal Run Road
Middletown, NY 10941
Telephone: (845) 695-2636
Fax: (845) 695-2669
jmcknight@mediacomcc.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

Sole proprietorship

Partnership: ___ Limited, ___ General, ___ Arizona, ___ Foreign

Limited Liability Company: ___ Arizona, X Foreign

Corporation: ___ "S", ___ "C", ___ Non-profit

Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

See ATTACHMENT A.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

See ATTACHMENT B.

(A-10) Indicate the geographic market to be served:

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

MCC Telephony and its affiliated telecommunications operating companies receive an ordinary number of service inquiries and complaints from customers. These are addressed expeditiously to resolve customers' specific concerns. On occasion, customer requests or inquiries are forwarded to MCC Telephony by regulatory commission or consumer agency staff. These cases are handled similarly to ensure that each customer concern is resolved satisfactorily. To the best of MCC Telephony's knowledge, none of these telecommunications customer issues has risen to the level of either a formal or informal complaint proceeding before a state or federal agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

To the best of the Applicant's knowledge, with respect to telecommunications operations, neither MCC Telephony nor any of its officers, directors, partners, or managers has been or is currently involved in any civil or criminal investigation, or had judgments entered in any civil matter or by any administrative or regulatory agency or been convicted of any criminal acts within the last ten years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Applicant does not intend to collect deposits from Arizona customers. If, in future, MCC Telephony should decide to require deposits from any of its Arizona customers, the Company will post an appropriate bond with the Commission.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division. These will be filed into the docket once instructions from the Hearing Division are received.

ATTACHMENT C will be submitted following Hearing Division advisory.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

MCC Telephony received a grant of authority in California in March 2007.

(Decision 07-03-006, Carrier ID U-7017-C)

California Public Utilities Commission

Contact: Jack Leutza, Director / Communications Division

(415) 703-1060

505 Van Ness Avenue

San Francisco, CA 94102

Fax # 415-703-4501

Neither the Company nor its affiliated telecommunications operating entities has had an application for telecommunications authority denied. (See next question for scope of affiliate activities.). Applicant has not applied for authority to provide telecommunications services in any other state

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

MCC Telephony currently offers services in California similar to those proposed in this application. Information regarding the Company's key personnel is provided in ATTACHMENT E.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None in Arizona.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes No

If "No," explain why and give the date on which the Applicant began operations.

See ATTACHMENT D.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

See ATTACHMENT D.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

As discussed in ATTACHMENT D, Applicant will rely upon the financial resources of its parent company. Mediacom Communications Corporation.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

See ATTACHMENT F.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

December 18, 2009

(Date)

Calvin Craib

(Print Name of Authorized Representative)

President

(Title)

SUBSCRIBED AND SWORN to before me this 18th day of October, 2009

James McKnight
Notary Public, State of New York
Qualified in Orange County
Commission Expires 9/28/2013



NOTARY PUBLIC

My Commission Expires _____

ATTACHMENT A

**CERTIFICATE OF GOOD STANDING
OWNERSHIP/MANAGEMENT INFORMATION**

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****MCC TELEPHONY OF THE WEST, LLC*****

a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 20th day of August 2009.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 31st Day of August, 2009, A. D.



Executive Director

By: _____ 387396

OWNERSHIP INFORMATION:

MCC Telephony of the West, LLC is a member-managed Delaware limited liability company. It is a wholly-owned subsidiary of MCC Telephony, LLC, a Delaware limited liability company (and its sole member) which, in turn, is a wholly-owned subsidiary of Mediacom Communications Corporation, a publicly held Delaware corporation.

ATTACHMENT B

PROPOSED TARIFF

INTRASTATE VOICE & DATA SERVICES TARIFF

INTRASTATE VOICE & DATA SERVICES TARIFF

ARIZONA

MCC TELEPHONY OF THE WEST, LLC
100 Crystal Run Road
Middletown, New York 10941
845-695-2600

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishings of intrastate voice and data communications services by MCC Telephony of the West, LLC, (hereinafter "Company") with principal offices at 100 Crystal Run Road, Middletown, New York 10941, This tariff applies to services furnished in the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies can be inspected there and at Company's principal place of business, during normal business hours.

Issued: _____, 2009

Effective: _____ 2009

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

 INTRASTATE VOICE & DATA SERVICES TARIFF

CHECK LIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

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Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed 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 material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the [STATE COMMISSION]. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)

- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

INTRODUCTION

This tariff ("Tariff") contains the regulations and rates applicable to the furnishing of voice and data services to Arizona customers by MCC Telephony of the West, LLC (hereinafter referred to as the "Company") between various locations in the State of Arizona. The Company may also offer its services under or otherwise require a subscriber agreement with additional terms not inconsistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Sections 2 and 5. Service descriptions and rates are set forth in Sections 3, 4 and 5, respectively.

The Company files this Tariff reserving and without waiving its right to argue in the future that Services and products included herein are not subject to some or all state regulation and Company expressly reserves the right to withdraw the Tariff and its Certificate should Company determine that applicable law does not require such filings. By submitting this Tariff the Company does not concede that its services are intrastate in nature or that it is practicable to regulate them simultaneously at the state and federal levels, but rather acknowledges that, as of the time of this filing, the precise description, definition, and jurisdiction of its Services provided in whole or in part over Internet Protocol is unresolved.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in the Arizona Administrative Code provisions or (if not defined therein) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms "hereunder", "herein", "hereto" or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The term "affiliate" means any person controlling, controlled by, or under common control with another person and "control", for purposes of this definition, means the power to vote ten percent of more of the equity securities or comparable interests (or to manage the affairs) of the controlled person. The word "include" and derivations thereof are not to be construed as terms of limitation.

1.2 Definitions. Certain terms used throughout this Tariff are defined below.Carrier

"Carrier" means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

"Commission" means the Arizona Corporation Commission.

Credit(s)

"Credit(s)" has the meaning set forth in Section 2.22 hereof.

Credit Allowances

"Credit Allowances" has the meaning set forth in Section 2.22 hereof.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)Arizona Service Area

The Company's Arizona Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer.

Customer

"Customer" means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

"Holidays" mean all Company-specified holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of Service such that the Service becomes unusable by User.

Local Calling

"Local Calling" means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)1.2 Definitions (cont.)Mediacom Affiliate

"Mediacom Affiliate" refers to any one or more of Company's cable affiliates from whom the Company leases capacity and other facilities and services.

Monthly Recurring Charge (MRC)

The monthly charge to the Customer for the Service, facilities and equipment which continue for the agreed upon duration of the service.

Nonrecurring Charge (NRC)

A one-time charge made under certain conditions to recover all or a portion of the cost of providing Service(s) or features or installing facilities.

Other Providers

"Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

Performance Failure

"Performance Failure" means any disruption, degradation, or failure of Service, including any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Regulation(s)

"Regulation(s)" means any and all law(s), rule(s), regulation(s) (including those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Scheduled Interruption

"Scheduled Interruption" means an Interruption that has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Service(s)

"Service(s)" means the Company's voice communication service(s) provided under this Tariff.

Service Commencement Date

"Service Commencement Date" means either (i) the date on which the Company notifies the Customer that the requested Service is available for use; (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer's acceptance of such Service; or (iii) another, mutually agreed upon date.

Service Order

"Service Order" means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering and accepting Services hereunder.

Termination (or to Terminate)

"Termination" (or to "Terminate") means discontinuance of (to discontinue) Services, either at Customer's request or by the Company.

User

"User" means a person who is authorized by the Customer to use Service under this Tariff.

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

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

INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS

This Tariff addresses the provision of residential, small business and enterprise level voice and data services by the Company. The Services described in Section 3 and 5 of this Tariff may be provided to Customers by the Company through the use of its own facilities or those of its affiliates, or through interconnection with, resale of services from, or any other applicable agreement with any Other Provider(s).

2.1 Undertaking of the Company

2.1.1 Scope of Service. The Company's voice and data service herein is offered solely within Company's Arizona Service Area and, as applicable, solely where Company or Mediacom Affiliate facilities that are capable of digital transmission are available. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other cause beyond the Company's control.

2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require.

2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) authority of Company or a necessary affiliate to conduct business or construct facilities in the appropriate location to meet the service order; (iii) the provision of Services to the Company by an Other Provider; (iv) interconnection to Other Providers' services or facilities as required; and (v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable deposits, advance payments or any applicable approval of the Customer's credit. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the services or facilities furnished by it.

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President
MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)**2.1 Undertaking of the Company (cont.)**

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill or deposit, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) failure to meet or maintain the Company's credit and deposit requirements.

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, submission of an advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, the Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company or with any of its affiliates and who is unwilling to make acceptable arrangements for payment of that debt.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The Mediacom Voice Service is a single-line service, provided for use primarily for voice communications. The Mediacom Voice Service may not be used for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (for example, but not limited to, accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services.) The Customer agrees not to resell or redistribute (whether

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

for a fee or otherwise) the Mediacom Phone Service or any portion thereof. Because such uses place an extraordinary burden on the network, and may impact the quality of service received by other Customers, Company reserves the right to request information or inspection upon suspicion of such uses, and Company may limit or deny service if it reasonably believes Customer is using Mediacom Voice Service for such commercial purposes. Failure to provide such information or permit inspection may be grounds for Termination or denial of service. Customer is responsible for any misuse, by any person, of Customer's account.

2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.

2.2.4 The Customer has no property right in the telephone number, in any other call number designation, or in any other addressing scheme associated with or used in connection with the Company's Services. The Company may change any such numbers, designation, or addressing scheme that are assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business, subject to any restrictions in state or federal law.

2.2.5 The Customer may only use Mediacom Voice Services at the service address provided to Company. Customer may not move a multimedia terminal adapter provided for use with the Company's Services to another location or otherwise use or attempt to use service under this Tariff from any other location except as expressly provided by Company.

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

- 2.2.6 The Customer shall be responsible for, unless otherwise specifically negotiated by the Customer and the Company:
- (a) payment of all charges for services in accordance with this Tariff.
 - (b) reasonable care for the equipment of Company on the Customer's premises;
 - (c) without cost to Company, the power required to operate Company's equipment installed on the premises of the Customer;
 - (d) space, heating and cooling, conduit, electrical wiring and power outlets for safe operation of Company's equipment located on the premises of the Customer.
 - (e) access to the Customer's premises for tests and inspection of services and/or maintenance of Company's equipment at a time agreeable to both the Company and the Customer. No credit allowance will be made for the period during which the service may be interrupted for such purposes;
 - (f) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
 - (g) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of facilities and equipment used to provide Services to the Customer from the property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;
- (i) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities.

2.2.7 The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Company Facilities.

2.2.8 The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection unless otherwise specifically negotiated by the Customer and the Company.

2.2.9 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.3 Transmission

The Services are suitable for the transmission of voice, other addressing scheme, or other communications only to the limited extent set forth herein.

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.4 Equipment

- 2.4.1 Except as otherwise described within this tariff, the Company's Services are designed to be used with certain types of customer premise equipment (CPE), specifically multimedia terminal adapters, which will be available from the Company under separate agreement. Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing customer-provided CPE, including responsibility for any damages caused to Company CPE or facilities.
- 2.4.2 Except as otherwise agreed to by Company and Customer, the Customer is responsible for ensuring that all attached customer-provided CPE conforms to the FCC's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where customer-provided CPE fails to conform to such regulations. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel including the suspension of service.
- 2.4.3 The Customer will be responsible for payment of service charges at the Company's standard hourly rates in effect at the time for visits by any Company personnel, contractors, agents or personnel of Company Affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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2. RULES AND REGULATIONS (cont.)2.4 Equipment (cont.)

- 2.4.4 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon written consent of the Company. The Company is not liable for damages, injury, or loss of service caused by actions in violation of this provision; should violation of this provision cause damage or loss to Company, Customer will be liable for such damage or loss.
- 2.4.5 Title to all facilities provided in conjunction with this Tariff remains with the Company, its Affiliates, or its vendors. Customer is responsible for ensuring that no liens or encumbrances are placed on such equipment or facilities. The Customer shall not have, nor shall it assert any right, title or interest in, any facilities and equipment provided by the Company hereunder. Equipment furnished by Company shall be returned to Company whenever requested, within a reasonable period following the request, in good order subject to normal wear and tear.
- 2.4.6 Proper installation of Services may require Company to access, modify, or disconnect the Network Interface Device (NID) installed by Customer's prior provider on the outside of Customer's building. Should Customer subsequently terminate service with the Company, Customer may incur charges from an Other Provider to reconnect or modify the NID. Company is not liable for any such charges incurred as a result of Company's need to access, modify, or disconnect the NID.

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)**2.5 Customer Premises**

Customer shall provide, without cost to Company, any necessary access, space, conduit, and electric power required to deliver Services at User's premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to User's premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents. Customer shall keep said equipment and facilities free and clear of all liens and encumbrances whatsoever. Upon Termination, Customer shall permit the Company to remove all of its facilities and equipment from (and shall arrange for the Company to have access to) any and all User premises where they are located, which equipment and facilities are not to be deemed abandoned.

2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

2.6.1 Extension of the Company's Facilities

Company agrees to provide Mediacom Voice Service as described in Section 3 to all addresses in the Company's service territory, as described elsewhere in this tariff, subject to the density requirements specified in this subsection except as otherwise limited in this Tariff. Whenever Company receives a request for Mediacom Voice Service from a potential Customer in an unserved area contiguous to Company's or Mediacom Affiliate's existing distribution facilities where there are at least ten (10) residences or ten (10) separately-owned business properties within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of Company or Mediacom Affiliate's trunk or distribution cable which is to be extended, Company shall extend system to provide service at no additional cost to the Customer other than the applicable installation charge provided in

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.6.2 Customer Charges for Extensions of the Company's Facilities

If a potential Customer requests Mediacom Voice Service in a location where it is unavailable, Company, at its option, may provide such service if the Customer agrees to share in the capital cost of such construction. Specifically, Company shall contribute a capital amount equal to the construction cost per mile multiplied by a fraction, the numerator of which equals the actual number of residences or separately owned business properties within 1320 cable-bearing strand feet from the Company or Mediacom Affiliate's existing trunk or distribution cable, and whose denominator equals ten (10). Customer(s) who requests Mediacom Voice Service in the area served by the extension shall bear a pro rata portion of the remaining cost to extend. Company may require that payment of Customer's capital contribution be paid in advance. Charges for new facilities construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4. Extensions under this paragraph are available only where Company and any necessary affiliate have legal authority and the technical feasibility to construct facilities and provide services.

2.7 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a customer's service must be interrupted due to maintenance, the Company will notify the affected customer base via a website prescribed for scheduled outage messages, in advance, if possible.

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INTRASTATE VOICE & DATA SERVICES TARIFF2. RULES AND REGULATIONS (cont.)2.8 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered from a Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) therefore set forth in the Service Order or in this Tariff.

2.9 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation. If a Service Order is cancelled less than one business day prior to scheduled initiation of service, Customer may experience loss of dial tone for which Company is not responsible.

2.10 Billing and Payments

The Company will follow the Commission-approved billing and collection procedures as provided in the Arizona Administrative Code ("AAC") R14-2-508(C).

2.10.1 The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.10.2 Except as otherwise provided in this Tariff, charges for Services will be billed to Customer on a monthly (30 day) basis or under such other terms as may be agreed to by the Company and the Customer in writing. All Monthly Recurring Charges are billed in advance and any Nonrecurring Charges are billed in arrears.

2.10.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of amount erroneously billed.

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.11 Late Payment Charge

A charge of up to five dollars (\$5.00) will be applied to Customer's invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered.

2.12 Deposits

At this time, the Company does not require deposits from its Arizona customers.

2.13 Return Check Charge

The Customer will be charged up to thirty dollars (\$30.00) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension

2.16.1 Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The notice shall contain the name of the person whose service is to be terminated and the telephone number where the service is being rendered. The final date shall be not less than five (5) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with first-class postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the Service. The notice will include a toll-free or collect number where a Company representative qualified to provide additional information about the disconnection can be reached.

2.16.2 Reasons for Refusal or Disconnection of Service.

Unless otherwise stated, the Customer will be provided notice of the pending disconnection and the rule violation that necessitates disconnection. The Customer will be provided five (5) days' written notice prior to discontinuance unless otherwise indicated. Service may be refused or disconnected as allowed by Commission Rule R.14-2-509 , and includes:

2.16.2.A Without notice in the event of a condition on the Customer's premises determined by the Company to be hazardous.

2.16.2.B Without notice in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.16.2.C Without notice in the event of tampering with equipment furnished and owned by the Company, of any unlawful, unauthorized or fraudulent use of or access to the Services, including violation of the provisions of this Tariff, a Service Order, or of any other Regulations by the Customer, by any User, or by any other person;

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.16.2.D Without notice in the event of unauthorized use.

2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Commission, the requirements of municipal ordinances, or law pertaining to the Service.

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.

2.16.2.H For nonpayment of bill for Commission-regulated services by the current Customer, provided that the Company has made a reasonable attempt to effect collection and:

(1) Has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill (except that, consistent with Commission Rule R.14-2-509(F), disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);

(2) In the event of a dispute concerning the bill, the Company may 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 this tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the

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President
MCC Telephony of the West, LLC
100 Crystal Run Road
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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

Service will not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

2.16.3 Medical Emergency. Notwithstanding any other provision of this Tariff, the Company will postpone (for a period set forth in the Commission's Regulations) the disconnection of Service to a residential User with a serious illness when the Customer produces a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the User's illness would be aggravated by such disconnection.

2.16.4 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

2.17 Complaint Procedures

All bills are presumed accurate, and shall be binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Commission Rule R.14-2-510. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department
Attn: Mediacom Telephony
100 Crystal Run Road
Middletown, NY 10941

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.17 Complaint Procedures (Cont.)

The Company shall further direct such supervisory personnel to inform any Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the contact information as follows:

Arizona Corporation Commission
Consumer Services
1200 West Washington St.
Phoenix, AZ 85007

Telephone:

Within Metro Phoenix: 602-542-4251

Within Metro Tucson: 520-628-6550

Outside Metro Phoenix/Tucson areas, but within Arizona, call toll free:

1-800-222-7000 connects you to the Phoenix Office and

1-800-535-0148 connects you to the Tucson Office

<http://www.cc.state.az.us/divisions/utilities/consumerservices.asp>

In the event that a Customer seeks Commission review of the complaint, the Company will cooperate with subsequent proceedings consistent with Commission Rule R.14-2-510(c). In the case of a billing dispute which cannot be settled with mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)2.18 Limitation of Liability

- 2.18.1 Except as caused by its willful misconduct or gross negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, cancellation, provision, preemption, termination, maintenance, repair or restoration of Service (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service); or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.22 hereof. Notice is provided by this tariff that the Service is not provided over an independently powered system; accordingly, service interruption due to loss of electrical power is not a Performance Failure under this subparagraph. Company shall have no liability for loss of use or any other damages caused by a failure of electric power. Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the loss of privacy of any account or billing information collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.
- 2.18.2 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, emotional, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including any 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service) provided hereunder.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

- 2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- 2.18.4 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.
- 2.18.5 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred except as otherwise provided herein or as provided for under state law or Commission Rule.
- 2.18.6 Customer's sole remedy for Company's failure to install services is to cancel the Services without liability.

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MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.18.7 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount proportionate to the recurring charge to the Customer for the service during the period when such mistakes, omissions interruptions, delays, errors, or defects in transmission occurred.

2.18.8 The Company shall not be liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- (c) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- (d) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

2.18.9 Any other provision of this Tariff notwithstanding, in no event will the Company's liability under this Tariff, including to the extent permitted by law its liability for willful misconduct or gross negligence, exceed the total amount of charges incurred by Customer for Services provided hereunder up to a maximum liability of One Thousand Dollars (\$1,000).

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President
MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.18.10 The remedy of the Customer with respect to the provision of service by the Company shall be limited to that expressly provided under this Tariff to the exclusion of any and all other remedies. No agreement varying or extending such warranties, the remedies expressly provided, or these limitations, will be binding upon the Company unless in writing and signed by the Company and the Customer.

2.19 Disclaimer

2.19.1 The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure including disruption of electrical power which results in an inability to use the Service; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services; or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

2.19.2 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer indemnifies and holds Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of such equipment so used; provided however that the Customer shall not indemnify and hold Company harmless against any loss or injury caused solely by the affirmative negligent acts of Company.

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President
MCC Telephony of the West, LLC
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Middletown, New York 10941

INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.19 Disclaimer (cont.)

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.20 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and sub-contractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from any alleged cause including but not limited to: injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss, damage or other alleged harm was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with use of the Services; or (ii) any of the circumstances described in Section 2.21 below. The Company will exercise reasonable efforts to notify the Customer promptly of written claims or demands for which the Customer is responsible hereunder. The Company and the Customer shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

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President
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2. RULES AND REGULATIONS (cont.)

2.21 Unlawful Use of Services

The uses or activities in subparagraphs 1-5 below are considered unlawful uses of the Services, and Company may, upon good faith belief that any such uses are occurring from Customer's premises, on Customer's account, or by Customer or any User, suspend Customer's account without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.20 foregoing also include Claims arising from or in connection with:

- 2.21.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;
- 2.21.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) the combination of Customer's or any User's use of Services with CPE or provided by any other Customer or User facilities or services;
- 2.21.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or any User of the Services;
- 2.21.4 use of the Services that interferes with, endangers or adversely affects the operations of the Company's network or Service, provided by the Company to any other person; and
- 2.21.5 any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Customer or any User.

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2. RULES AND REGULATIONS (cont.)2.22 Credits and Credit Allowances

The Company follows credits and credit allowances procedures consistent with the Commission's rules, and highlights the following provisions:

2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the negligence or willful misconduct of a User, its employees, subcontractors, or agents; (ii) a malfunction of subscriber-owned equipment; (iii) disasters, Acts of God or other *force majeure* conditions (see §2.26); or (iv) the inability of the Company to gain access to the subscriber's premises for the purpose of investigating and correcting the interruption. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours. An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Credits will not be issued for (1) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; (2) interruption of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and (3) interruption of service during a time period in which the Company provides a satisfactory replacement service. Each Interruption is to be considered separately for the purposes of this calculation and is rounded to the nearest hour.

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

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2. RULES AND REGULATIONS (cont.)2.23 Establishing Credit

The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit. If the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Commission requirements.

2.24 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services, and will comply with all regulations and requirements related thereto.

2.25 Compliance

The Company and Customer shall (and Customer shall cause any Users to) comply with all applicable state regulations.

2.26 Force Majeure

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent any alleged deficiency of performance is caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes; insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises or any portion of the Company's facilities, disconnection or unavailability of any Other Provider's facilities, capacity or services, acts of third parties which are (i) unrelated to Company or (ii) related to Company but acting beyond their scope of employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority having appropriate jurisdiction over the Company.

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2. RULES AND REGULATIONS (cont.)

2.27 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.28 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Arizona Corporation Commission, the laws of the State of Arizona, and any applicable federal law(s).

2.29 Assignment

The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. Customer may not assign its rights or delegate its obligations under this Tariff (or under any Service Order) to any other person without the Company's prior written consent.

2.30 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons (including, but not limited to, any user, other provider, vendor, etc.) other than Company or Customer.

2.31 Other Documents

References to other documents or instruments (including the Commission's rules, Company Service Orders, Acceptable Use Policies, etc.) refer to such documents or instruments as amended from time to time.

2.32 Severability

The provisions in this tariff are severable and, in the event any court or regulatory body finds any provision or provisions invalid, all other provisions remain in effect.

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

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE3.1 Mediacom Residential Voice Service.

Mediacom Residential Voice Service consists of (i) a single, voice grade line; (ii) a telephone number ; (iii) local calling throughout Mediacom's [STATE] Service Area; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service; (vii) 911 Service or, where available, E911 Service; and (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services. Recurring and Nonrecurring Charges for Mediacom Residential Voice Services are specified in Section 4.3. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by an in-home back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available. Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

3.2 Mediacom Business Voice Service.

Mediacom Business Voice Service consists of: (i) a single, voice grade line with an option for multiple voice lines; (ii) a telephone number with an option for multiple telephone numbers; (iii) local calling throughout Mediacom's [STATE] Service Area; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service, and, at the Customer's request Enhanced Business White Pages and Yellowpages Directory Listings; (vii) 911 Service or, where available, E911 Service; (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services; and (ix) Mediacom Basic Voice Mail (described in section 3.5.1 of this Tariff). Recurring and nonrecurring Charges for Mediacom Business Voice Services are specified in Section 4.4. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by a back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available.

Access to caller-paid services may, at Company's option, be provided only to Customers who request such access. Mediacom may also offer a local-only, feature-free line for business customer use ("Mediacom Local Only Phone").

Issued: _____, 2009

Effective: _____ 2009

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.3 Bundled Features. Both Mediacom Residential Voice Service and Mediacom Business Voice Service include the following features where technically feasible:

Anonymous Call Rejection (* 77)

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

Billed Number Screening (3rd Party/Collect Block)

If activated, Billed Number Screening blocks collect calls and/or third party billed calls to the User's telephone number. Callers are informed that such billing is unauthorized by the User and that another form of billing is required.

Call Forwarding (* 72)

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach the User.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. The User's phone displays the name and telephone number of the User's incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while a User are already on the phone.

Caller ID Per Call Blocking (*67)

Caller ID Per Call Blocking allows the User to block Caller ID information from being displayed on the Caller ID display of the called party.

Cancel Call Waiting (*70)

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

Repeat Dial (* 66)

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

Return Call (* 69)

Return Call is a feature that will automatically redial the number of the last person who called the Customer's number, whether anyone is able to answer the phone or not.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls to a previously established number only when your line is in use.

Customer Originated Trace (*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the Company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the Customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the Customer's phone.

These services are not priced or offered separately. Additional features may be added as described in 3.4.

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.4 Optional Features and Services. Optional Features and Services are not included in Mediacom Voice Service but may be added to the Mediacom Voice Service by the Customer at rates specified in Section 4. These may only be obtained in conjunction with the purchase of Mediacom Voice Service.

3.4.1 International Calling. International Calling is a service that allows the User to make calls to locations outside the United States, Canada, Puerto Rico and the U.S. Virgin Islands.

3.4.2 Additional Outlet Installation Additional Outlet Installation is a service that allows the Customer to have additional telephone outlets installed in their location.

3.4.3 Operator Services and Directory Assistance. Operator Services and Directory Assistance are services that allow Users to place various types of Operator Assisted calls.

3.4.3.A Operator Services ("OS"): "Dial Zero" operator services:

Third Number Billed Calling: inbound and outbound operator assisted calling, in which the calling party identifies a third telephone number against which the call charges will be billed. The operator will validate that the owner of the third number agrees to pay for the call prior to the call being completed.

Collect Calling: Customer will have the ability to originate an outbound collect call. Customer will be able to accept an inbound collect call.

Person to Person: operator assisted calling, in which the calling party identifies by name the specific person that wish to speak with and the operator will get that specific person on the call prior to the call being completed.

3.4.3.B Directory Assistance ("DA"): Operator provided directory assistance look up of a listed phone number.

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.4.3.C Directory Assistance Call Complete ("DACC"): Operator provided directory assistance look up and call completion.

3.5 Voice Mail.

3.5.1 Mediacom Basic Voice Mail. Mediacom Basic Voice Mail allows a User to receive, store, edit and forward messages.

3.5.2 Mediacom Enhanced Voicemail (available only to Mediacom Business Voice Service and Mediacom Local Only Phone customers). Mediacom Enhanced Voicemail includes the following features:

- Auto Attendant
- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

3.5.3 Mediacom Advanced Voicemail (available only to Mediacom Business Voice Service and Mediacom Local Only Phone customers). Mediacom Advanced Voicemail includes the following features:

- Announce Only
- Autoplay Voice Messages
- Autoplay/Passcode Skip
- Telephone User Interface (TUI)
- Web User Interface (WUI)
- Available Languages
- Broadcast Messaging (Subscriber)
- Caller Announce
- Call Blast
- Caller Screening
- Caller Zero Out
- Change Passcode
- Conditional Greetings
- Create and Use Extension Mailboxes
- Dial-out from Voicemail
- Direct Calls to a Temporary Call Forwarding Number
- Distribution Lists
- Email Notification
- Email Notification W/Attachment
- Extended Absence Greeting
- Extension Mailboxes (9 Per Line)

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- Find Me/Follow Me
- IVR – Company Directory
- Listen to Voice Messages & Message Envelopes
- Message Forwarding
- Message Waiting Indication
- Multiple Greetings
- Multiple Screening
- Out dial Capability
- Participate In New User Tutorial
- Play Comments Attached To Messages
- Receive Messages Marked Urgent Or Private
- Reply to Voice Messages
- Sort Messages By Priority, Date Or Sender
- Zero Out To Number

3.6 Directory Listing Service.

- 3.6.1 Single Listing. The Company will provide each residential Customer a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.6.2 Length Limitations. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.6.3 Rejected Listings. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing that is found to be in violation of this subpart.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

- 3.6.4 Timely Listing Information. In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.
- 3.6.5 Nonlisted Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.
- 3.6.6 Non-Published Service. At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of Non-Published Service are not listed in the telephone directory or in the information records available to the general public. Non-Published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over Company or the services herein.
- 3.6.7 Enhanced Business Whitepages and Yellowpages Directory Listings. Enhanced Business Whitepages and Yellowpages Directory listings will be provided upon the Customer's request to those Customers with at least one Mediacom Business Voice Service line. The Enhanced Business Whitepages and Yellowpages Directory listings include:
- Local Main Listing
 - Straight Line Under main listing
 - Caption Main Listing

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)3.7 911 Emergency Service ("911 Service")

- 3.7.1 911 Service permits Customers to reach a Public Safety Answering Point (PSAP) by dialing the three digits 9-1-1. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.
- 3.7.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service. Mediacom Voice Service, including 911 Service, may not be available in the event of a power outage at the Customer's location or within the Company's system. Company is not liable for the inability to use 911 Service due to power outage.
- 3.7.3 In areas where Enhanced 911 service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier (ALI), and Automatic Number Identifier (ANI)), including the Customer's name, address and telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper PSAP.
- 3.7.4 By dialing 9-1-1, the Customer, to the fullest extent permitted by law, waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the PSAP. Company, to the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

Issued: _____, 2009

Effective: _____ 2009

By: Mr. Calvin Craib
President
MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.7 911 Emergency Service ("911 Service") (cont.)

3.7.5 Mediacom provides the appropriate entities with the Customer's 911 Service record based on the service address of record for Mediacom Voice Service. When the Customer dials 9-1-1, the cable Internet access device at the Customer's premises sends a unique Internet Protocol address, which then is matched to the Customer's service address. By using Mediacom Voice Service, the Customer agrees that Customer will not use the service, through any means, at a location other than the service address. Use at a location other than the service address is not supported by the Company, is not an acceptable use and may result in inaccurate 911 Service information being provided to a PSAP. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

3.7.6 Customer's defense and indemnification obligations under Section 2.20 shall apply to any Claim arising from or in connection with the use of 911 Service.

3.8 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who rely upon a Text Telephone (TT) or similar device to communicate freely with others not requiring the use of such equipment and vice versa. With this service, a Customer will be able to access the state provider(s) to complete such calls.

3.9 Reserved for Future Use.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.10 Reserved for Future Use.

3.11 Limitations on Service

Mediacom Voice Service shall be provided in those locations consistent with the Company's Certificate granted by the Arizona Corporation Commission except as further limited by this or any other paragraph within this Tariff. Within such territory, Company will provide services to those locations adjacent to pre-existing distribution plant of Company or a Mediacom affiliate or within reasonable distance thereof subject to the Extension Policy in section 2.6.1 and 2.6.2 of this Tariff and the legal authority of Company and any necessary affiliates to provide service and establish facilities. To obtain Mediacom Voice Service, a customer must have a suitable multimedia terminal adapter, which will be provided by Company by separate agreement. Company does not warrant that service will work with Customer-provided equipment. Further, Company does not guarantee or support the use of or compatibility of Mediacom Voice Service in conjunction with the use of any data over voice line application (e.g., generic dial-up services, AOL, TiVo, facsimile transmission, home security system). Customer may use Mediacom Voice Service only at the location provided as the service address. Customer is advised that Mediacom Voice Service is not provided over a powered network and Services may therefore not be available in the event that electric power to Customer's location is interrupted or unavailable. Company is not liable for damages or losses caused by a Customer's inability to use Company's service, including 911 service, during an interruption of electric power to Customer's location or any portion of Company's network or the network of any other provider necessary to complete Customer's calls. The limitations in this paragraph are not exclusive and are in addition to or in summary of, but not in lieu of, any other limitations elsewhere in this Tariff.

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Effective: _____ 2009

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INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES

The rates in this section apply to the residential and small business voice and data services described in section 3 of this tariff.

4.1 Mediacom Residential Voice Service Rates

| 4.1.1 Mediacom Voice Service Monthly Charges | Maximum Rate |
|--|-----------------|
| Customers who previously subscribe to or contemporaneously order Family Cable/Expanded Basic Cable Mediacom Cable Service and Mediacom OnLine High Speed Internet Service | \$35.95 |
| Customers who previously subscribe to or contemporaneously order Family Cable/Expanded Basic Cable digital Mediacom Cable Service or Mediacom OnLine High Speed Internet Service | \$45.95 |
| Customers ordering only Mediacom Voice Service | \$55.95 |
| 4.1.2 Non-Recurring Charges | |
| These charges may be waived if the Customer has previously paid such charge in relation to any other Mediacom service, or orders such service with Mediacom Voice Service | |
| Customer Installation Charge | \$ 45.95 |
| Processing/Application Fee | \$ 21.00 |
| Directory Listing: | |
| (A) Non-Listed Telephone Number Service | \$ 21.00 |
| (B) Non-Published Telephone Number Service | \$ 21.00 |
| Change of Telephone Number | \$ 21.00 |
| Change of Directory Listing | \$ 15.00 |
| Change of Inter Exchange Carrier (IXC) PIC | \$ 7.50 |
| Change of Regional Toll Carrier PIC | \$ 7.50 |

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INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES (cont.)4.1 Mediacom Residential Voice Service Rates (cont.)

| 4.1.2 Non-Recurring Charges (cont.) | Maximum Rate |
|---|-----------------|
| Temporary Suspension – Customer Request | \$ 33.00 |
| Transfer Fee | \$ 27.50 |
| Restore Fee | \$ 27.50 |
| Return Check Fee | up to \$ 37.50 |
| Late Fee | up to \$ 7.50 |

Other Non-Recurring Charges:

Custom Intercept Services:

| | |
|-------------------------------|----------|
| (A) Direct Cut through | \$13.00 |
| (B) Cut through with referral | \$ 13.50 |

4.1.3 Monthly Recurring Charges

Directory Listing

| | |
|--|---------|
| (A) Non-Listed Telephone Number Service | \$ 4.95 |
| (B) Non-Published Telephone Number Service | \$ 7.50 |

| | |
|-------------------------|---------|
| Inside Wire Maintenance | \$ 5.75 |
|-------------------------|---------|

Monthly Inside Wire Maintenance Fee provides outage protection for both Video Coaxial cable and Telephony Twisted Pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

Mediacom Basic Voice Mail.

\$ 6.95

(This does not apply to customers who signed up for Mediacom Basic Voicemail prior to the Voicemail charge effective date of November 15, 2008. All then-existing customers were provided with a rate increase notification and were given the option of locking in a rate of \$1.93 per month for as long as they remain continuous Customers of the Company.)

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Effective: _____ 2009

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INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES (cont.)4.3 Mediacom Residential Voice Service Rates (cont.)

4.1.4 Per Use Non-Recurring Charges

| Operator Services: | Maximum Rate |
|---|-----------------|
| (A) Operator Station-to-Station (consumer dialed 0+) | \$ 5.95 |
| (B) Operator Station-to-Station (operator dialed 0-) | \$ 5.95 |
| (C) Person-to-Person (consumer dialed 0+) | \$ 8.35 |
| (D) Person-to-Person (operator dialed 0-) | \$ 8.35 |
| (E) Busy Line Verify | \$ 9.15 |
| (F) Busy Line Verify and Interrupt | \$ 9.15 |
| (G) Agent Handling Fee (Live agent bill payment processing) | \$ 7.50 |
| Directory Assistance (DA): | |
| (H) Customer Dialed DA | \$ 2.95 |
| (I) Operator Dialed DA | \$ 3.75 |
| (J) DA Call Completion - Additional Charge | \$ 1.75 |

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Effective: _____ 2009

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4. RATES: MEDIACOM VOICE SERVICES (cont.)4.2 Mediacom Business Voice Service Rates

| 4.2.1 <u>Mediacom Business Voice Service Monthly Charges.</u> | Maximum Rate |
|---|-----------------|
| (A) Mediacom Business Voice Service | \$67.95 |
| (B) Mediacom Local Only Phone | \$35.95 |
| (C) Addition of North American Dialing Plan to Mediacom Local Only Phone. | \$24.95 |
| (D) Addition of Mediacom bundled feature pack (consisting of the features listed in section 3.3 of this Tariff) to Mediacom Local Only Phone. | \$19.95 |
| (E) Mediacom Enhanced Voicemail | \$ 13.95 |
| (F) Advanced Voicemail with additional mail box capabilities | \$ 6.95 |

4.2.1.A Mediacom Business Voice Service Discounts. Discounts are applied only to Customer's purchasing at least one Mediacom Business Voice Service (full feature product) line. Discounts are rounded to the nearest 0.05 per discount.

4.2.1.A.1 Customers committing to a 36 month contract for Mediacom Business Voice Service shall receive a 5% discount on their monthly per line charge

4.2.1.A.2 Customers who purchase additional services from Mediacom's affiliates (Mediacom Cable Service and Mediacom OnLine High Speed Internet Service) shall receive a 5% discount for each additional service they purchase.

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Effective: _____ 2009

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4. RATES: MEDIACOM VOICE SERVICES (cont.)4.2 Mediacom Business Voice Service Rates (cont.)

4.2.2 Nonrecurring Charges. These charges may be waived if the Customer has previously paid such charge in relation to any other Mediacom service, or orders such service with Mediacom Business Voice Service

| | Maximum Rate |
|--|-----------------|
| (A) Customer Installation Charge | \$ 46.95 |
| (B) Processing/Application Fee | \$ 21.75 |
| Directory Listing: | |
| (C) Non-Listed Telephone Number Service | \$ 21.75 |
| (D) Non-Published Telephone Number Service | \$ 21.75 |
| Premises Work Charge: | |
| (A) Fixed Fee Installation | |
| a. Initial Jack | \$ 93.00 |
| b. Additional Jack | \$ 59.00 |
| (B) Installation Service Visit to Residence | |
| a. First hour (minimum) | \$133.00 |
| b. Each additional ½ hour | \$ 55.00 |
| (C) Out of Hours Service Request | |
| a. First Hour (minimum) | \$225.00 |
| b. Each additional ½ hour | \$ 97.50 |
| (D) Repair Service Visit to Residence | |
| a. First ½ hour (minimum) | \$104.00 |
| b. Each additional ½ hour | \$ 57.00 |
| (I) Change of Telephone Number | \$ 21.75 |
| (J) Change of Directory Listing | \$ 13.75 |
| (K) Change of Inter Exchange Carrier (IXC) PIC | \$ 7.50 |
| (L) Change of Regional Toll Carrier PIC | \$ 7.50 |
| (M) Temporary Suspension – Customer Request | \$ 32.75 |

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4. RATES: MEDIACOM VOICE SERVICES (cont.)

| | Maximum Rate |
|-------------------------------|-----------------|
| (N) Transfer Fee | \$ 25.00 |
| (O) Restore Fee | \$ 25.00 |
| (P) Return Check Fee | up to \$ 36.50 |
| (Q) Late Fee | up to \$ 7.50 |
| Custom Intercept Services: | |
| (R) Direct Cut through | \$ 13.75 |
| (S) Cut through with referral | \$ 14.25 |

4.2.3 Other Monthly Recurring Charges:

Directory Listing:

| | |
|--|---------|
| (A) Non-Listed Telephone Number Service | \$ 495 |
| (B) Non-Published Telephone Number Service | \$ 7.50 |
| (C) Inside Wire Maintenance | \$ 5.75 |

Monthly Inside Wire Maintenance Fee provides outage protection for both video coaxial cable and telephony twisted pair wiring. Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

4.2.4 Per Use Nonrecurring Charges. Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

Operator Services:

| | |
|---|---------|
| (A) Operator Station-to-Station (consumer dialed 0+) | \$ 5.95 |
| (B) Operator Station-to-Station (operator dialed 0-) | \$ 5.95 |
| (C) Person-to-Person (consumer dialed 0+) | \$ 8.35 |
| (D) Person-to-Person (operator dialed 0-) | \$ 8.35 |
| (E) Busy Line Verify | \$ 9.15 |
| (F) Busy Line Verify and Interrupt | \$ 9.15 |
| (G) Agent Handling Fee (Live agent bill payment processing) | \$ 7.50 |

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4. RATES: MEDIACOM VOICE SERVICES (cont.)

| | Maximum Rate |
|--|-----------------|
| Directory Assistance (DA): | |
| (H) Customer Dialed DA | \$ 2.95 |
| (I) Operator Dialed DA | \$ 3.75 |
| (J) DA Call Completion – Additional Charge | \$ 1.75 |
| Busy Line Verify | \$ 9.00 |
| Busy Line Verify and Interrupt | \$ 15.25 |

4.3 Bundling with Services Other than Voice Services

Company may bundle Mediacom Voice Service with video or information services not regulated by the Commission at a discounted rate not less in the aggregate than the rate for Mediacom Voice Service in this Tariff, except as provided in section 4.1, Promotions. In bundling such other services with a Voice Service, neither Company nor Mediacom Affiliates waive into state regulation of the rates, terms, conditions or any other aspect of such services.

4.4 Individual Case Basis

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

4.5 Employee Rates

Company may offer special rate packages to its employees or employees of its Affiliates that are not available to the general public.

4.6 International Rates

Company will publish its international rates by country and call type on its website.

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INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE

The provisions of this Section apply only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. Company is a facilities based communications services provider. Enterprise/private line services offered include wholesale Access Services and dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, voice, video and data networks

5.1 Definitions:Access Services

"Access Services" means intrastate communications services offered pursuant to this tariff.

Channel or Circuit

"Channel or Circuit" means a communications path or paths between two or more points

Dedicated

"Dedicated" means a facility or equipment system or subsystem set aside for the sole use of a specific customer.

Intrastate Private Line Service

"Intrastate Private Line Service" means provides for a point-to-point communications path between a Customer's premises or a collocated interconnection location and an end-users premises for originating and terminating communications services within the state.

On-Net

"On-Net" means an originating or terminating point on Company owned facilities

Physical Change

"Physical Change" means the modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

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Effective: _____ 2009

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President
MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)5.2 Rules applicable to Private Line Services

The following rules apply to the enterprise/private line services described in this Section. These provisions are in addition to the rules included in Section 2 of the tariff. In case of conflict between provisions of section 2 and this section 5, the rules of this section govern.

5.2.1 The Company undertakes to furnish dedicated point to point in accordance with the terms and conditions set forth in this Tariff.

5.2.2 The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.

5.2.3 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis. [36 months standard]

5.2.4 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

5.2.5 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall automatically renew for a twelve month term at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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Effective: _____ 2009

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INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)

- 5.2.6 Installation. The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00PM and under normal non-hazardous working conditions.

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 as specified in Section 4.1.

- A. The Company shall maintain its system so as to furnish continuous service, shall take measures to prevent interruptions and shall restore service with minimum delay if interruptions occur. Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made.

- 5.2.7 Continuity of Service. The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

- 5.2.8 Conflict between Tariff and Service Order. Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.9 Provision of Equipment and Facilities

5.2.9.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

5.2.9.2 The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

5.2.9.3 The Company may substitute, change or rearrange any equipment or facility at reasonable times in order to maintain the operating efficiency of its network.

5.2.9.4 Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

5.2.9.5 The Company shall not be responsible for; (a) the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or (b) the reception of signals by customer-provided equipment.

5.2.9.6 Subject to the arrangements of the Company and to all of the regulations contained in this Tariff, special construction may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken: Where facilities are not presently available, and there is no other requirement for the facilities so constructed;

- a) Of a type other than that which the Company would normally utilize in the furnishing of service;
- b) Over a route other than that which the Company would normally utilize in furnishing of its services;
- c) In a quantity greater than that which the Company would normally construct;

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.10 Termination

5.2.10.1 In the event that service is terminated by Company pursuant to Sections 2.10 or 2.13 of this Tariff, or that service is terminated by the Customer for convenience, the Customer shall be responsible for all charges and expenses incurred to the date of termination.

5.2.10.2 Termination Liability

In the event that the Customer terminates service prior to the expiration of the term of the Service Order or Company terminates service pursuant to the provisions of this Tariff, the Customer shall be liable to Company for:

- (a) all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer;
plus
- (c) all recurring charges specified in the applicable Service Order incurred prior to disconnection, cancellation or termination, plus
- (d) the number of months or portion of month remaining within the term of the Service Order, times the then current monthly charge or pro-rata monthly charge payable on the effective date of Customer termination or Company cancellation.

These charges shall become due and owing as of the effective date of the cancellation or termination. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of service order shall survive such termination.

Issued: _____, 2009

Effective: _____ 2009

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.11 Termination of Service by a Customer

5.2.11.1 A Customer may cancel service upon 30 days written notice to the Company. Notices will be deemed received upon actual receipt by the Company. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued, subject to the provisions of Section 2.8. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

5.2.11.2 If, based on an order by a Customer, any construction has begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by the Customer and Customer shall reimburse the Company for such expenses and costs.

In the event Company ceases service, Customer shall incur the termination charges as specified in Section 2.8, as well as reasonable costs of collection.

5.2.12 Payment for Service

The Customer is responsible for payment of all charges for facilities and services furnished to the Customer. Charges for installations, physical changes, expedites, or for cancellation of orders are payable upon completion. If, because of any such activity a non-Company carrier or supplier levies additional charges, these charges shall be passed on to the Customer. Recurring charges are billed in advance of the month in which the service is provided.

Billing and collection services may be provided by the Company or provided by others including the Customer's local exchange carrier on behalf of the Company. When billing and collection are the responsibility of the local exchange carrier or party other than the Company, Company shall assume no liability for any injury arising from the local exchange carrier's or other party's billing and collection practices. Payments owing by Customer under this Tariff may be offset so that only the net amount shall be paid by the Customer during the relevant period.

Issued: _____, 2009

Effective: _____ 2009

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President
MCC Telephony of the West, LLC
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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.13 Advance Payments

To safeguard its interest, the Company may require a Customer to make an advance payment before services and facilities are furnished. Advance payment may be required by the Company for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may be also include an amount equal to the estimated non- recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. An advance payment may be required in addition to a deposit.

5.3 Enterprise/Private Line Services

5.3.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours a day, seven days a week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

| | <u>Maximum Rate</u> |
|----------------------|--|
| Nonrecurring | Installation: \$3,500 Installation Outside of Normal Working Hours: \$62.00 (First Half Hour) \$31.00 (Each Additional Half Hour) |
| Recurring – Facility | \$5635.00/month |
| Recurring – Mileage | \$177.25/mile/month |

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.2 Special Construction

5.3.2.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include non-recurring type charge (applied on a time and materials Basis), recurring type charges, termination liabilities, or combinations thereof.

5.3.2.2 Basis for Cost Computation

The costs referred to in 4.2.1 may include one or more of the following items to the extent that they are applicable:

- a) costs associated with the installation of the facilities to be provided, including estimated costs for the rearrangements of existing facilities, including cost of:
 - 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation, and
 - 4) rights-of-way;
- b) cost of maintenance,
- c) 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;
- d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, processing and related fees;
- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.3 Individual Case Basis

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an Individual Case Basis ("ICB"). Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual Customer contracts.

Rates and terms for services that the Company offers to Customers may vary depending on a number of factors, which may include:

- length of circuit(s)
- volume and/or term commitments
- varying equipment types and configurations
- special construction
- type of service(s)
- cost differences (labor, taxes, fees paid to LEC for interconnection, etc.)
- customer-specific billing arrangements
- other miscellaneous fees and charges (e.g. rights-of-way charges, franchise fees and building rights-of-way costs, etc.)
- market conditions and/or competitive considerations
- availability of existing facilities

However, unless otherwise specified in the Individual Customer contract, the terms, conditions, obligations and regulations set forth in this tariff other than this Section 4 shall be incorporated into, and become part of, said contract, and shall be binding on Company and Customer. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing or maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

Issued: _____, 2009

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President
MCC Telephony of the West, LLC
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Middletown, New York 10941

INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.3.4 Additional Enterprise/Private Line Services: Maximum Rates

| Fiber Internet | Mbps | MRC | | | Standard Install | |
|----------------|------|---------|---------|----------|------------------|--------|
| | | Tier 1 | Tier 2 | Tier 3 | 3 Year | 5Year |
| | 5 | \$777 | \$1,035 | \$1,294 | \$2,875 | waived |
| | 10 | \$1,165 | \$1,553 | \$1,941 | \$2,875 | waived |
| | 15 | \$1,683 | \$2,243 | \$2,804 | \$2,875 | waived |
| | 20 | \$2,157 | \$2,875 | \$3,594 | \$2,875 | waived |
| | 25 | \$2,588 | \$3,450 | \$4,313 | \$2,875 | waived |
| | 50 | \$4,744 | \$6,325 | \$7,906 | \$2,875 | waived |
| | 100 | \$6,469 | \$8,625 | \$10,781 | \$2,875 | waived |

| Fiber TLS | Mbps | MRC | | | Standard Install | |
|--------------|------|---------|---------|---------|------------------|--------|
| | | Tier 1 | Tier 2 | Tier 3 | 3 Year | 5 Year |
| Intra Region | 5 | \$734 | \$978 | \$1,222 | \$2,875 | waived |
| | 10 | \$863 | \$1,150 | \$1,438 | \$2,875 | waived |
| | 20 | \$1,035 | \$1,380 | \$1,725 | \$2,875 | waived |
| | 25 | \$1,165 | \$1,553 | \$1,941 | \$2,875 | waived |
| | 50 | \$1,510 | \$2,013 | \$2,516 | \$2,875 | waived |
| | 150 | \$1,941 | \$2,588 | \$3,235 | \$2,875 | waived |
| | 200 | \$2,070 | \$2,760 | \$3,450 | \$2,875 | waived |
| | 250 | \$2,156 | \$2,875 | \$3,594 | \$2,875 | waived |
| | 500 | \$2,588 | \$3,450 | \$4,313 | \$2,875 | waived |
| | 1000 | \$3,235 | \$4,313 | \$5,391 | \$2,875 | waived |

| IP's | # of IP's | MRC | NRC |
|------|-----------|----------|----------|
| | 1 | Included | Included |
| | 4 | Included | Included |
| | 8 | Included | Included |
| | 16 | Included | Included |
| | 32 | \$46 | \$58 |
| | 64 | \$69 | \$58 |
| | 128 | \$92 | \$86 |
| | 256 | \$115 | \$115 |

| BGP | MRC | NRC |
|-----|------|-------|
| | \$58 | \$115 |
| | | |

*All Inter Region TLS is ICB

Issued: _____, 2009

Effective: _____ 2009

By: Mr. Calvin Craib
President
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100 Crystal Run Road
Middletown, New York 10941

ATTACHMENT C

**AFFIDAVIT OF PUBLICATION
(PENDING HEARING SCHEDULE)**

ATTACHMENT D

FINANCIAL INFORMATION

Applicant is one of ten wholly-owned telecommunications operating company subsidiaries of Mediacom Communications Corporation ("MCC"). These subsidiaries do not produce individual audited financial reports. Instead, their financial data is presented in consolidated form, as a component of the parent company financials. Through its parent company, MCC Telephony of the West has access to capital resources as well as banking relationships that will permit it to provide the services described in this Application. Accordingly, MCC's 2008 Form 10-K report, as filed with the Securities & Exchange Commission, is appended. The notes to these consolidated financial statements are available from the Applicant or through the Securities and Exchange Commission website. They were omitted here simply due to length.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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| Consolidated Statements of Operations for the Years ended December 31, 2008, 2007 and 2006..... | 55 |
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Report of Independent Registered Public Accounting Firm

To the Shareholders of Mediacom Communications Corporation:

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of Mediacom Communications Corporation and its subsidiaries (the "Company") at December 31, 2008 and December 31, 2007, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2008 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting, appearing under Item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

PricewaterhouseCoopers LLP
New York, New York
March 13, 2009

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

| | December 31, 2008 | December 31, 2007 |
|--|------------------------|----------------------|
| | (Amounts in thousands) | |
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash | \$ 67,111 | \$ 19,388 |
| Accounts receivable, net of allowance for doubtful accounts of \$2,774 and \$2,107 respectively | 81,086 | 81,509 |
| Prepaid expenses and other current assets | 17,615 | 20,630 |
| Deferred tax assets | 8,260 | 2,424 |
| Assets held for sale | 1,693 | 649 |
| Total current assets | <u>175,765</u> | <u>124,600</u> |
| Investment in cable television systems: | | |
| Property, plant and equipment, net of accumulated depreciation of \$1,765,319 and \$1,564,583, respectively | 1,476,287 | 1,412,139 |
| Franchise rights | 1,793,579 | 1,793,549 |
| Goodwill | 220,646 | 220,646 |
| Subscriber lists and other intangible assets, net of accumulated amortization of \$155,721 and \$153,184 respectively | 7,994 | 10,532 |
| Assets held for sale | 10,933 | 28,927 |
| Total investment in cable television systems | <u>3,509,439</u> | <u>3,465,793</u> |
| Other assets, net of accumulated amortization of \$21,922 and \$27,172, respectively | 33,785 | 24,817 |
| Total assets | <u>\$ 3,718,989</u> | <u>\$ 3,615,210</u> |
| LIABILITIES AND STOCKHOLDERS' DEFICIT | | |
| CURRENT LIABILITIES | | |
| Accounts payable and accrued expenses and other current liabilities | \$ 268,574 | \$ 246,915 |
| Deferred revenue | 54,316 | 51,015 |
| Current portion of long-term debt | 124,500 | 94,533 |
| Liabilities held for sale | 2,020 | 570 |
| Total current liabilities | <u>449,410</u> | <u>393,033</u> |
| Long-term debt, less current portion | 3,191,500 | 3,120,500 |
| Deferred tax liabilities | 380,650 | 316,602 |
| Other non-current liabilities | 44,073 | 38,164 |
| Total liabilities | <u>4,065,633</u> | <u>3,868,299</u> |
| Commitments and contingencies (Note 8) | | |
| STOCKHOLDERS' DEFICIT | | |
| Class A common stock, \$.01 par value; 300,000,000 shares authorized; 94,984,989 shares issued and 67,784,366 shares outstanding as of December 31, 2008 and 93,825,218 shares issued and 82,761,606 shares outstanding as of December 31, 2007 | 950 | 943 |
| Class B common stock, \$.01 par value; 100,000,000 shares authorized; 27,001,944 shares issued and outstanding as of December 31, 2008 and December 31, 2007, respectively | 270 | 270 |
| Additional paid-in capital | 1,004,334 | 997,404 |
| Accumulated deficit | (1,198,734) | (1,121,242) |
| Treasury stock, at cost, 27,200,623 and 22,281,222 shares of Class A common stock, as of December 31, 2008 and December 31, 2007, respectively | (153,464) | (130,464) |
| Total stockholders' deficit | <u>(346,644)</u> | <u>(253,089)</u> |
| Total liabilities and stockholders' deficit | <u>\$ 3,718,989</u> | <u>\$ 3,615,210</u> |

The accompanying notes are an integral part of these statements.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

| | Year Ended December 31, | | |
|---|----------------------------|-------------|--------------|
| | 2008 | 2007 | 2006 |
| | (Amounts in thousands) | | |
| Revenues..... | \$1,401,894 | \$1,293,375 | \$1,210,400 |
| Costs and expenses: | | | |
| Service costs (exclusive of depreciation and amortization)..... | 585,362 | 544,072 | 492,729 |
| Selling, general and administrative expenses | 278,942 | 264,006 | 252,688 |
| Corporate expenses..... | 30,824 | 27,637 | 25,445 |
| Depreciation and amortization..... | 227,910 | 235,331 | 215,918 |
| Operating income | 278,856 | 222,329 | 223,620 |
| Interest expense, net | (213,333) | (239,015) | (227,206) |
| Loss on early extinguishment of debt..... | — | — | (35,831) |
| Loss on derivatives, net | (54,363) | (22,902) | (15,798) |
| (Loss) gain on sale of cable systems, net..... | (21,308) | 11,079 | — |
| Other expense, net | (9,133) | (9,054) | (9,973) |
| Loss before income taxes..... | (19,281) | (37,563) | (65,188) |
| Provision for income taxes | (58,213) | (57,566) | (59,734) |
| Net loss | \$ (77,494) | \$ (95,129) | \$ (124,922) |
| Basic — weighted average shares outstanding..... | 95,548 | 107,828 | 110,971 |
| Basic — loss per share..... | \$ (0.81) | \$ (0.88) | \$ (1.13) |
| Diluted — weighted average shares outstanding..... | 95,548 | 107,828 | 110,971 |
| Diluted — loss per share | \$ (0.81) | \$ (0.88) | \$ (1.13) |

The accompanying notes are an integral part of these statements.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' (DEFICIT) EQUITY

| | Class A Common Stock | Class B Common Stock | Additional Paid-In Capital | Accumulated Deficit | Treasury Stock | Deferred Compensation | Total |
|--|----------------------------|----------------------------|----------------------------------|------------------------|---------------------|--------------------------|---------------------|
| (All dollar amounts in thousands) | | | | | | | |
| Balance, December 31, 2005 | \$ 933 | \$ 274 | \$ 990,584 | \$ (901,191) | \$ (26,636) | \$ (4,857) | \$ 59,107 |
| Net loss | — | — | — | (124,922) | — | — | (124,922) |
| Share-based compensation | — | — | 4,478 | — | — | — | 4,478 |
| Issuance of common stock in employee stock purchase plan | 2 | — | 908 | — | — | — | 910 |
| Issuance of restricted stock units, net of forfeitures | — | — | — | — | (60) | — | (60) |
| Deferred compensation | 3 | — | (4,860) | — | — | 4,857 | — |
| Treasury stock, at cost | — | — | — | — | (34,327) | — | (34,327) |
| Transfer of stock | — | (3) | 3 | — | — | — | — |
| Balance, December 31, 2006 | <u>\$ 938</u> | <u>\$ 271</u> | <u>\$ 991,113</u> | <u>\$ (1,026,113)</u> | <u>\$ (61,023)</u> | <u>\$ —</u> | <u>\$ (94,814)</u> |
| Net loss | — | — | — | (95,129) | — | — | (95,129) |
| Share-based compensation | — | — | 5,299 | — | — | — | 5,299 |
| Issuance of common stock in employee stock purchase plan | 2 | — | 962 | — | (3) | — | 961 |
| Issuance of restricted stock units, net of forfeitures | 2 | — | (2) | — | (402) | — | (402) |
| Exercise of stock options, net | — | — | 32 | — | — | — | 32 |
| Treasury stock, at cost | — | — | — | — | (69,036) | — | (69,036) |
| Transfer of stock | 1 | (1) | — | — | — | — | — |
| Balance, December 31, 2007 | <u>\$ 943</u> | <u>\$ 270</u> | <u>\$ 997,404</u> | <u>\$ (1,121,242)</u> | <u>\$ (130,464)</u> | <u>\$ —</u> | <u>\$ (253,089)</u> |
| Net loss | — | — | — | (77,494) | — | — | (77,494) |
| Share-based compensation | — | — | 5,168 | — | — | — | 5,168 |
| Issuance of common stock in employee stock purchase plan | 2 | — | 1,012 | — | — | — | 1,014 |
| Issuance of restricted stock units, net of forfeitures | — | — | — | — | (609) | — | (609) |
| Exercise of stock options, net | — | — | 755 | — | — | — | 755 |
| Treasury stock, at cost | — | — | — | — | (22,389) | — | (22,389) |
| Transfer of stock | 5 | — | (5) | 2 | (2) | — | — |
| Balance, December 31, 2008 | <u>\$ 950</u> | <u>\$ 270</u> | <u>\$ 1,004,334</u> | <u>\$ (1,198,734)</u> | <u>\$ (153,464)</u> | <u>\$ —</u> | <u>\$ (346,644)</u> |

The accompanying notes are an integral part of these statements.

MEDIACOM COMMUNICATIONS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

| | Year Ended December 31, | | |
|---|----------------------------|---------------------|---------------------|
| | 2008 | 2007 | 2006 |
| | (Amounts in thousands) | | |
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | |
| Net loss | \$ (77,494) | \$ (95,129) | \$ (124,922) |
| Adjustments to reconcile net loss to net cash provided by operating activities: | | | |
| Depreciation and amortization | 227,910 | 235,331 | 215,918 |
| Loss on derivatives, net | 54,363 | 22,902 | 15,798 |
| Write-down — assets held for sale | 17,680 | — | — |
| Loss (gain) on sale of cable systems, net | 170 | (11,079) | — |
| Loss on early extinguishment of debt | — | — | 11,206 |
| Amortization of deferred financing costs | 5,070 | 4,884 | 5,998 |
| Share-based compensation | 5,168 | 5,299 | 4,478 |
| Deferred income taxes | 58,213 | 57,345 | 59,527 |
| Changes in assets and liabilities, net of effects from acquisitions: | | | |
| Accounts receivable, net | (778) | (6,342) | (11,877) |
| Prepaid expenses and other assets | 338 | (5,360) | 118 |
| Accounts payable and accrued expenses | (21,983) | (21,767) | 400 |
| Deferred revenue | 3,301 | 4,722 | 5,220 |
| Other non-current liabilities | (3,243) | (2,014) | (4,959) |
| Net cash flows provided by operating activities | <u>\$ 268,715</u> | <u>\$ 188,792</u> | <u>\$ 176,905</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | | |
| Capital expenditures | \$ (289,825) | \$ (227,409) | \$ (210,235) |
| Acquisition of cable system | — | (7,274) | — |
| Proceeds from sales of cable systems | — | 32,348 | — |
| Net cash flows used in investing activities | <u>\$ (289,825)</u> | <u>\$ (202,335)</u> | <u>\$ (210,235)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | | |
| New borrowings | \$1,035,000 | \$ 412,525 | \$2,181,000 |
| Repayment of debt | (934,033) | (342,091) | (1,823,552) |
| Redemption/repayment of senior notes | — | — | (572,500) |
| Issuance of senior notes | — | — | 300,000 |
| Repurchases of Class A common stock | (22,389) | (69,036) | (34,386) |
| Proceeds from issuance of common stock in employee stock purchase plan | 1,012 | 962 | 909 |
| Other financing activities — book overdrafts | 130 | (5,814) | 3,916 |
| Financing costs | (10,887) | — | (2,953) |
| Net cash flows provided by (used in) financing activities | <u>\$ 68,833</u> | <u>\$ (3,454)</u> | <u>\$ 52,434</u> |
| Net increase (decrease) in cash | 47,723 | (16,997) | 19,104 |
| CASH, beginning of period | 19,388 | 36,385 | 17,281 |
| CASH, end of period | <u>\$ 67,111</u> | <u>\$ 19,388</u> | <u>\$ 36,385</u> |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION: | | | |
| Cash paid during the period for interest, net of amounts capitalized | <u>\$ 209,164</u> | <u>\$ 245,143</u> | <u>\$ 247,507</u> |

The accompanying notes are an integral part of these statements.

ATTACHMENT E

**MANAGEMENT BIOS
(A-19)**

Calvin Craib

President – MCC Telephony of the West, LLC

Senior Vice President, Corporate Finance and Business Development – Mediacom

Calvin Craib, President of MCC Telephony of the West, LLC, has 27 years of experience in the cable industry, and has served as Mediacom's Senior Vice President, Business Development since August 2001. He also assumed responsibility of Corporate Finance in June 2008. Prior to that time, Mr. Craib was Mediacom's Vice President, Business Development since April 1999. Before joining the Company in April 1999, he served as Vice President, Finance and Administration for Interactive Marketing Group from June 1997 to December 1998 and as Senior Vice President, Operations, and Chief Financial Officer for Douglas Communications from January 1990 to May 1997. Prior to that time, Mr. Craib served in various financial management capacities at Warner Amex Cable and Tribune Cable.

Michael Rahimi

Treasurer, MCC Telephony of the West, LLC

Senior Vice President of Marketing and Consumer Services – Mediacom

Michael Rahimi has 34 years of experience in the cable industry. Mr. Rahimi joined Mediacom in Jan 2004, as Senior Vice President of Marketing and Consumer Services. Prior to joining Mediacom, Mr. Rahimi owned his own consulting and production company for eight years. In addition, Mr. Rahimi spent seven years with Time Warner Cable, eight years with Group W Cable and three years with Bell Atlantic and NYNEX Video Service groups. As noted, Mr. Rahimi serves as Treasurer for the Applicant.

Charles J. Bartolotta

Secretary, MCC Telephony of the West, LLC

Senior Vice President of Enterprise Solutions & Field Service Operations – Mediacom

Charles J. Bartolotta has 26 years of experience in the cable industry. Before joining us in October 2000, Mr. Bartolotta served as Division President for AT&T Broadband, LLC from July 1998, where he was responsible for managing an operating division serving nearly three million customers. Prior to that time, he served as Regional Vice President of Tele-Communications, Inc. from January 1997 and as Vice President and General Manager for TKR Cable Company from 1989. Prior to that time, Mr. Bartolotta held various management positions with Cablevision Systems Corporation.

Joseph Selvage

Vice President, IP Network Engineering – Mediacom

Joseph Selvage has 30 years of experience in the cable industry managing new technology and engineering initiatives for some of the nation's largest MSO's. He has served as Vice President of IP Network Engineering since June of 2004. Joe and his team have built Mediacom's OneNet backbone network covering 14 states and supporting over 90% of Mediacom's customers with Voice, Video, and Data. Prior to that time Mr. Selvage served as Sr. Dir Advanced Technology and lead the deployment of VOD, HSD, and Telephony for Mediacom. Previous to Mediacom, Joe spent 19 years with Adelphia as Dir of Systems Engineering and Lead Architect. He was responsible for all HFC, Fiber Optic, and Backbone engineering.

J.R. Walden

Director, MCC Telephony of the West, LLC
Senior Vice President, Technology – Mediacom

JR Walden has 13 years of experience in the cable industry and 20 years of experience in Internet and Telecommunications technology. He has served as our Senior Vice President, Technology since February 2008. Prior to that time, Mr. Walden was our Group Vice President, IP Services since July 2004. He helped found the Internet business at Mediacom and led technical efforts for the Company's expansion into telephone service. Before joining us in October 1998, Mr. Walden worked in the defense research industry holding various positions with the Department of Defense and associated contractors like Comarco and Science Applications International Corporation.

ATTACHMENT F

PROJECTIONS

(B-4)

MCC Telephony of the West, LLC
Application for a Certificate Of Convenience & Necessity
Financial Projections

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

MCC Telephony anticipates that its total Arizona revenue in the first twelve months following certification will be approximately \$1.1 mm.

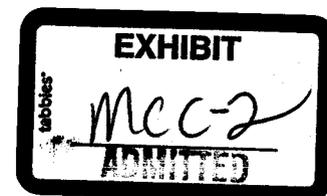
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

MCC Telephony anticipates that its total Arizona operating expenses in the first twelve months following certification will be no more than \$900,000.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

MCC Telephony anticipates that the net book value of Arizona jurisdictional assets used at the end of the first year following certification will be \$0.

STAFF'S FIRST SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC
DOCKET NO. T-20718A-09-0580



STF 1.1 Referencing the Company's application, Section (A-1), the Company indicates that it is seeking to provide resold and facilities-based long distance and resold and facilities-based local exchange telecommunications services in Arizona. However, in Attachment B, the proposed tariff includes Private Line services. Please clarify that the Company is seeking to provide Private Line services in addition to long distance and local exchange services, both resold and facilities-based. If the Company is proposing to also provide Private Line services, please file an amendment to Section (A-1) and mark the "Other" category and fill in the blank space next to "Other" with Private Line. If it the Company is not proposing to provide Private Line service, please withdraw the Private Line portion of the proposed tariff in Attachment B.

RESPONSE: Company will file an amendment to the Application clarifying that it is seeking authority to provide Private Line services in Arizona.

STF 1.2 Referencing the Company's application, Sections (A-18) and (A-19), the Company is asked about States where it currently has an application approved or pending to offer telecommunications services similar to those it intends to offer in Arizona. The Company indicated it had authority granted in California in March 2007. Please provide a list of any affiliates that currently have an application approved or pending to offer telecommunications services similar to those it intends to offer in Arizona. The response must include and is not limited to the name of the affiliate, the State, a list of the approved or pending services similar those it intends to offer in Arizona, the docket or case number (where applicable) and the date of approval (where applicable).

RESPONSE: The Applicant is one of ten Mediacom telecommunications operating subsidiaries. Its affiliated carriers hold current licenses in fourteen states and pending applications in five states. A chart identifying these affiliates and their current/pending authorizations is attached as Exhibit 1. Each affiliate provides generally the same array of services as the Company and, thus, the MCC Telephony tariff (Application, Attachment B) contains an accurate list of the approved and pending services.

STAFF'S FIRST SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC
DOCKET NO. T-20718A-09-0580

STF 1.3 Referencing the Company's application, Section (A-19), the requirement for Applicant that do not currently provide telecommunications service in six or more states, excluding Arizona, is to provide information about the Applicant's key employees, as the Company has done in Attachment E. However, missing from Attachment E are the years of service each key employee has in the telecommunications services industry. Please provide the years for service in the telecommunications services industry for each person listed in Attachment E. If it is the Company's position that cable services industry experience is equivalent to telecommunications services experience, please explain in detail how experience in the cable industry is interchangeable and relevant to experience in the telecommunications industry.

RESPONSE: Each of the members of the management team discussed in Attachment E has been with Mediacom since it initiated telecommunications operations five years ago. The Mediacom telephony operation now involves ten subsidiaries in fifteen states. Consequently, each of our managers has, at a minimum, five years of direct significant involvement in the development, maintenance and growth planning of a successful telecommunications business. Additionally, they may have additional telecommunications experience from their careers prior to joining Mediacom (ie., as noted for J.R. Walden).

STF 1.4 What entity or entities while the Company be utilizing and/or partnering with in the provision of the services proposed in this Application?

RESPONSE: The Company's operating plans are in ongoing development; however MCC Telephony is or will be negotiating interconnection and mutual traffic exchange agreements with Qwest and other incumbent providers in Arizona. In addition, the Company may provide service utilizing other facilities, i.e., cable, leased from affiliates and third party providers.

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STF 1.5 Does the Company currently have any employees located in Arizona? If yes, how many and where in Arizona are they located?

RESPONSE: MCC Telephony of the West LLC ("MCC") is a wholly owned subsidiary of MCC Telephony, LLC, which is a wholly owned subsidiary of Mediacom Communications Corporation. There are no personnel in Arizona, employed directly by MCC. Mediacom Communications Corporation, however, has approximately 36 employees in Arizona (located in Ajo, Apache Junction and Nogales) whose services are available to Mediacom's subsidiary, MCC, for any and all activities necessary to ensure the proper provisioning and continual support of voice services.

STF 1.6 Will the Company be adding more employees located in Arizona? If yes, how many and where in Arizona will they be located?

RESPONSE: Prior to initiating operations, Applicant is unable to answer this question with any certainty. MCC Telephony personnel will be introduced into Arizona as strategically warranted by consumer response to the Company's market entry. Their numbers and specific location(s) will depend upon that response.

STF 1.7 Does the Company operate a call center where calls are taken from customers when they have concerns about their bills, service or complaints? If so, where is the call center located, what are its hours of operation and how many employees work at this location?

RESPONSE: The Company shares centralized call center resources with the other Mediacom telecommunications operating subsidiaries. Customer calls concerning telephone service issues will be directed to one of four call centers:

- West Des Moines, IA – 120 service representatives (6:00am – 11:30pm local time)
- Gulf Breeze, FL – 80 service representatives (6:00am – 11:30pm local time)
- Spanish speaking customers will be directed to a call center located in the Dominican Republic – 30 service representatives (10:00am – 10:00pm local time)
- Customers calling at a time when the above call centers are not operating will be directed to a Convergys Outsource Center – 20 service representatives.

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Calls concerning billing issues may be directed to any of 16 call centers, located throughout the country (and overseas). These call centers, together, provide 24/7 service and employ over 620 representatives (this number varies in response to seasonal demand).

STF 1.8 Has the Company or any of its affiliates ever had an application denied or its authority to provide service revoked? If so, please provide details explaining the situation and the sequence of events.

RESPONSE: Neither the Company, nor any of the other Mediacom telecommunications operating subsidiaries has had an application for authority denied or had its authority to provide service revoked.

STF 1.9 Does the Company currently have any investments and/or assets located in Arizona? If yes, please specify those investments and/or assets and their location.

RESPONSE: At this time, MCC Telephony has no investments and/or assets located in Arizona.

STF 1.10 Will the Company have any further investments and/or assets located in Arizona, aside for those identified in STF 1.9? If yes, please specify those investments and/or assets. If no, please explain in detail why not?

RESPONSE: The Company anticipates investing in its Arizona operations over time, however, these investments will be made in careful coordination with the market response to the Company's entry and are not specifically known at this time.

STF 1.11 How will the Company market their service in the Arizona market? Please provide any marketing material the Company will be using.

RESPONSE: MCC Telephony and its affiliates utilize a full range of marketing methods, including print ads, broadcast, Internet advertising, and direct mail. If the Company uses telemarketing services in Arizona, it will do so wholly compliant with all applicable federal and state regulations. The Company has not yet created the materials it will use for the initial marketing of its services in Arizona.

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STF 1.12 Will the Company be offering any services on a prepaid basis? If yes, please specify what those services are and how the prepayments will be handled by the Company.

RESPONSE: The Company does not offer, and has no plans to offer, service on a prepaid basis.

STF 1.13 Referencing the Company's application, Section (A-15), the Company indicates that it does not intend to collect deposits from Arizona customers. However, the proposed tariff references listed below appear to contradict this statement:

- a. Referencing Attachment B, Original Page No. 12, Section 2.1.3(v) states that the obligations of the Company to provide services are subject to "...(v) Customer's full compliance with any Company application, Service Order, or agreement requirements as well as any applicable **deposits**, advance payments or any applicable approval of the Customer's credit..."
- b. Referencing Attachment B, Original Page No. 13, Section 2.1.4 states "Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill or **deposit**, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) failure to meet or maintain the Company's credit and **deposit** requirements."
- c. Referencing Attachment B, Original Page No. 61, Section 5.2.13, the last sentence states "An advance payment may be required in addition to a **deposit**."

Please clarify if the Company is still proposing to not collect deposits for Arizona customers. If the Company is not going to collect deposits, please remove all references listed above that list a possible deposit requirement. If the Company is going to require deposits from a specific class of customers, please amend the application accordingly. Please submit revised tariff pages with your response.

RESPONSE: The Company does not intend to collect deposits in Arizona. Revised tariff pages, correcting the noted references, are appended.

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STF 1.14 Does the Company intend to require advance payments? If yes, please indicate the customer class and service, such as private line business customers, and under what conditions advance payments would be required.

RESPONSE: MCC Telephony may collect advance payments from its large business (enterprise) service customers in cases where special construction is required to provide the requested services. With respect to residential and small business customers, the Company does not collect advance deposits, however, a prospective customer failing to demonstrate standard creditworthiness, may be requested to provide a one-time advance payment of \$100 which will be applied to the first invoice (and subsequent invoices insofar as necessary until fully applied). As described in the Company's tariff (§5.2.13), for medium and large businesses, MCC may require a capital contribution towards construction costs for extension of company facilities in order to provide service.

STF 1.15 Referencing Attachment B, Original Page No. 5, Paragraph B, please replace "[STATE COMMISSION]" with either "the Commission" or "the Arizona Corporation Commission". Please provide a corrected tariff page with your response.

RESPONSE: Please see attached revised Attachment B, Original Page No. 5.

STF 1.16 Referencing Attachment B, Original Page No. 6, the third paragraph on the page appears to be the Company's legal argument/position/opinion about filing a tariff. Since the purpose of a tariff is to list the terms, rates and conditions in which services will be provided, this paragraph does not belong in the tariff. Please remove this paragraph in its entirety and provide an updated tariff page with your response.

RESPONSE: Please see attached revised Attachment B, Original Page No. 6.

STF 1.17 Referencing Attachment B, Original Page No. 8, the definition of Holidays excludes Memorial Day. If Memorial Day is considered a Company-specified holiday, please include it in this definition and provide an updated tariff sheet with your response. If Memorial Day is not considered a Company-specified holiday, please indicate that this is the case and do not submit an updated tariff sheet with your response.

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RESPONSE: Please see attached revised Attachment B, Original Page No. 8. The Company does recognize Memorial Day as a holiday, but had inadvertently excluded it from the tariff.

STF 1.18 Referencing Attachment B, Original Page No. 12, the first sentence mentions "enterprise level voice and data services". Please explain in detail what is meant by the term "enterprise" in this context.

RESPONSE: In the context of its tariff, the Company uses the term "enterprise" to refer to large commercial customers requesting high-capacity network arrangements (i.e. DS3, OC-##, etc.).

STF 1.19 Referencing Attachment B, Original Page No. 14, Section 2.2.5 indicates that the Customers may not move a multimedia terminal adapter provided for use with the Company's service to another location except as expressly provided by the Company.

- a. Please explain in detail what a multimedia terminal adapter is and how it is used in the provision of the proposed services.
- b. Please explain in detail why a customer is not allowed to move the multimedia terminal adapter to another location without the Company's express permission.

RESPONSE:

- a. The multimedia terminal adapter ("MTA") is a phone modem used to deliver telephone service from Mediacom's broadband network. When plugged into any phone outlet or jack in the customer premises, it activates every phone connection on that line.
- b. The Mediacom service is intended to be a fixed location service. Of primary importance, E911 services utilize the registered address associated with the customer service. Were a customer to move the MTA to a distinct location without coordinating a change in registered address with Mediacom (and succeed in establishing a service connection), emergency service personnel would be misdirected in the event of an emergency. For the most part, without a proper installation, the service will not work if relocated to another site; however, there is a remote possibility that it may if moved to a proximate space (i.e, down the hall in a multi-unit building, to an adjacent dwelling, etc.). Moving the MTA without the knowledge or consent of the Company, could cause the customer to lose service or, if the service worked, dangerously mislead a customer into believing erroneously that they have reliable E911 service. Mediacom takes decisive steps to avert both results, as evidenced by the clearly stated prohibition against attempting to relocate the service without notifying the Company.

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STF 1.20 Referencing Attachment B, Original Page No. 15, Section 2.2.6(g), the last sentence states, "The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service". Please explain in detail what is meant by this statement in relation to this Section.

RESPONSE: The specific provision acknowledges a Customer's responsibility to ensure that the Company will have authorized access to any space required for installation of equipment and connections, including transit space from the property boundaries to the equipment space. The statement in question clarifies that the Company may require a Customer to provide evidence that this access has been obtained or authorized before the Company will accept a service order and thereby commit to providing service. Lacking such a prerogative, the Company could find itself committed to providing service to premises which it then discovers cannot be accessed either lawfully and/or effectively.

STF 1.21 Referencing Attachment B, Original Page No. 18, Section 2.4.6 states, "Proper installation of Services may require Company to access, modify, or disconnect the Network Interface Device (NID) installed by Customer's prior provider on the outside of the Customer's building". Please explain in detail what is meant by Network Interface Device.

RESPONSE: A Network Interface Device ("NID") is interface equipment located at a customer's premise, delineating between the customer's inside wiring/equipment and the carrier's external network. The NID may perform functions such as code and protocol conversion, as well as necessary buffering for communications to and from a network.

STF 1.22 Referencing Attachment B, Original Page No. 22:

- a. Section 2.12 states, "At this time, the Company does not require deposits from its Arizona customers. Please change the above to state, "The Company does not require customer deposits".
- b. Section 2.13 states the Returned Check Charge to be up to thirty dollars (\$30.00). Please clarify if the thirty dollar charge is the proposed MAXIMUM rate for this charge.
- c. Please provide a revised tariff sheet with any and all corrections outlined above with your response.

RESPONSE: Please see attached revised Attachment B, Original Page No. 22.

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STF 1.23 Referencing Attachment B, Original Page No. 24, please move the header line labeled "2.16.2 Reasons for Refusal or Disconnection of Service (cont.)" to the top of the page and submit a corrected tariff page with your response.

RESPONSE: Please see attached revised Attachment B, Original Page No. 24-25.

STF 1.24 Referencing Attachment B, Original Page No. 28 states "Customer's sole remedy for Company's failure to install services is to cancel the services without liability". Please explain in detail why a customer's only option for the Company's failure to install service is to cancel service without liability and why a customer would not have the option of filing a complaint with the Commission about the Company's failure to install service?

RESPONSE: The Company regrets that the wording of this provision gave rise to misunderstanding. MCC Telephony is fully aware of a Customer's right to bring concerns and complaints regarding services to the Commission, (as described on page 26 of the proposed Tariff). This provision was intended to clarify that in the event there is a failure to install a particular service, the maximum financial liability of the Company to the Customer will be the amount of payments made by the Customer in connection with the service. The Company proposes to replace the current provision 2.18.6 with the following language:

2.18.6 In the event of a claim against the Company for failure to install service(s), the Company's liability for this alleged failure shall not exceed the sum of payments, if any, already made by the Customer to Company for the installation and provision of the specific service(s). Under these circumstances, the Customer shall be entitled to cancel the Service without liability.

A revised Attachment B, Original Page No. 28 is included.

STF 1.25 Referencing Attachment B, Original Page No. 29, Section 2.18.9, please explain in detail and provide all supporting documentation as to how the Company determined the proposed maximum liability amount of \$1,000.00.

RESPONSE: The proposed maximum liability amount of \$1,000 is applicable to non-enterprise services (a revised tariff page 29 clarifying this liability limit is appended.) The amount represents a cap roughly equivalent to twelve months of service at the highest rate which may be charged for Mediacom Voice Services (depending on the package). The actual potential twelve-month amount will vary by customers, obviously, and the cap has been rounded upwards to allow for price increases and

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for some accommodation of accessory charges (installation, application fee, etc.) as appropriate to the specific claim.

STF 1.26 Referencing Attachment B, Original Page No. 31, Section 2.19 states, "The Company disclaims all representations and warranties, express or implied..." Should the word "express" be changed to "expressed"? If yes, please submit a revised tariff page with your response with this change. If no, please explain in detail why not.

RESPONSE: For the purposes of this Tariff, the Company has used the term *express warranty* to encompass the full scope of liability attributed to that term as supported by relevant case law. (See Black's Law Dictionary, Revised Fourth Edition, page 1758) ("In contracts and sales, one created by the apt and explicit statements of the seller or person to be bound.").

STF 1.27 Referencing Attachment B, Original Page No. 33, Section 2.22.1(iv), just after the first sentence, the next sentence, in parentheses states "(For the purpose of this computation, each month is deemed to have 730 hours." Please submit a corrected tariff sheet with your response that closes the parenthesis at the end of this sentence.

RESPONSE: Please see attached revised Attachment B, Original Page No. 33.

STF 1.28 Referencing Attachment B, Original Page No. 34, Section 2.23 states, "The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit. If the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Commission requirements".

- a. Please explain in detail what is meant by the statement "may require applicants and customers to establish and maintain credit".
- b. Please explain in detail what is meant by the statement "if the Company requires an applicant to establish and maintain credit, the Company will do so consistent with Commission requirements".
- c. Does the above statement mean that the Company will require deposits from customers that do not have established credit or customers haven't maintained credit? If yes, please explain in detail how this requirement is consistent or inconsistent with the Company's proposal to not require deposits from customers. If no, please explain how the Company will ensure applicants establish and maintain credit consistent with Commission requirements.

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- d. Please explain in detail what Commission requirements the Company is referring to in the above Section and how that applies to the establishment and maintaining of applicant credit.

RESPONSE: In stating that the Company may require customers "to establish and maintain credit," MCC Telephony simply concurs in the industry practice of taking reasonable steps to ensure that customers are able to pay for the services they receive. Towards this end, the Company may request that a Customer demonstrate financial resources, a history of timely payments with other utilities or similar indicia of credit-worthiness as authorized by A.A.C. R14-2-503. The "Commission requirements" referenced in the Application include the Commission regulations applicable to the establishment of service, A.A.C. R14-2-504, and billing and collection by telephone carriers, A.A.C. R14-2-508. As discussed elsewhere, the Company will not require deposits from customers in Arizona; however, a prospective customer failing to demonstrate standard creditworthiness, may be requested to provide a one-time advance payment of \$100 which will be applied to the first invoice (and subsequent invoices insofar as necessary until fully applied). Reference to Commission requirements reflects the Company's commitment to proceed with these steps consistent with any guidelines or restrictions which the Commission may enact regarding credit worthiness determinations, advance payments and billing matters generally.

STF 1.29

Referencing Attachment B, Original Page No. 37, Section 3.1:

- a. Item (iii) states, "local calling throughout Mediacom's [STATE] Service area". Please explain in detail what is meant by this statement.
- b. The last sentence in this Section states, "Access to caller-paid services may, at the Company's option, be provided only to customers who request such access". Please explain in detail what is meant by "caller-paid services" and why the Company has to the option in regard to allowing customers access to such services.
- c. Will the Company offer local residential service with features that also allows the customer their choice of intraLATA and interLATA long distance providers other than the Company? If not, please explain in detail why not.

RESPONSE:

- a. Please see attached revised Attachment B, Original Page No. 37.
- b. Caller-paid services are telephonically accessed services which result in charges to the calling party by a third party other than the calling party's local/long distance service provider. A primary example is 900-number call which results in a per-minute charge assessed against the calling party. The proposed tariff language is not intended to preclude customer access to caller-paid services and, the Company believes, does not do so. Rather, it states that, at the Company's option, access may be provided only to customers who

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affirmatively request such access. This regulation – which only affords the Company the *discretion* to implement a “by request only” policy – was established in response to customer concerns about unexpected and undesired use of their telephone service for such calls. The extent of customer unhappiness with already-incurred (and potentially substantial) expenses was sufficient to persuade Mediacom that an opt-in policy was justified.

- c. At this time, the Company offers residential customers a bundled local/long distance package of services. The feasibility of offering a residential “local-only” service is under evaluation; however, this product is not currently available to customers. The framework of services currently offered is based upon extensive market analysis, supported by the operating experiences of the Mediacom telecommunications subsidiaries. As is frequently noted in media coverage and industry surveys, consumer enthusiasm for “one-stop shopping” access to a full menu of communications services continues to grow. That said, MCC Telephony is aware of its obligations under both federal and Arizona law to provide customers a choice in long distance providers and complies accordingly, regardless how its service offerings are packaged.

STF 1.30

Referencing Attachment B, Original Page No. 37, Section 3.2:

- a. Item (iii) states, “local calling throughout Mediacom’s [STATE] Service area”. Please explain in detail what is meant by this statement.
- b. The second paragraph in this Section states, “Access to caller-paid services may, at the Company’s option, be provided only to customers who request such access”. Please explain in detail what is meant by “caller-paid services” and why the Company has to the option in regard to allowing customers access to such services.
- c. The last sentence in this Section states, “Mediacom may also offer a local-only, feature-free line for business customer use (“Mediacom Local Only Phone)”. Please explain in detail the purpose of offering a feature-free local business line and if the Company allows the customer their choice of intraLATA and interLATA long distance providers other than the Company.

RESPONSE:

- a. Please see attached revised Attachment B, Original Page No. 37.
- b. Please see response to STF 1.29(b).
- c. As discussed above, MCC Telephony designs its service offerings in response to market trends and consumer signals. The local-only business line service offered by MCC was initiated in response to expressions of interest by existing business customers, who in addition to their fully featured business services product, wanted a separate line available which would not incur charges for unwanted features and would not be used for long distance calling. MCC Telephony's customers use these lines for certain internal business functions such as faxing, as well as for general public and customer use. Because the Company has been requested specifically to provide a line

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which will not permit toll calling, the availability of alternate toll providers does not arise.

STF 1.31 Referencing Attachment B, Original Page No. 38:

- a. In the description of Anonymous Call Rejection, the tariff indicates the feature allows the user to automatically stop certain calls from ringing the customer's phone. Please explain what is meant by "certain calls" and how the customer can block them from calling their line.

RESPONSE:

Anonymous Call Rejection permits a user to block calls from unidentified numbers ("unknown" or "unavailable"). This feature is activated by dialing a code (*77) and turned off by dialing a second code (*87).

- b. In the description of Call Forwarding, is the use of the word "user" the same as the use of the word "customer" in the same description? If not, please explain why not.

RESPONSE:

As discussed in the Tariff, the terms "Customer" and "User" do not necessarily refer to the same individual. The Customer orders the service and is responsible for charges incurred using the service. A User is any individual authorized by the Customer to use the service (including the Customer). In the context of this feature, both the Customer and another authorized User could program the phone to forward calls to a number of the programmer's choice.

- c. In the description of Caller ID per Call Blocking, the tariff states, "Caller ID per Call Blocking allows the User to block Caller ID information from being displayed on the Caller ID display of the called party". Would the Company be willing to change this description with the following: "Caller ID Per Call Blocking allows the user to block their Caller ID information from being transmitted to the called party."? If not, please explain why not. If so, please provide an updated tariff page with your response.

RESPONSE:

The Company is willing to make that change. Please see revised Attachment B, Original Page No. 38 which is attached.

- d. In regard to the Cancel Call Waiting feature, please clarify if the Call Waiting feature is deactivated from the line on a per-call basis. If this feature works in a manner different than a per-call basis, please explain in detail how the feature works from the customer's perspective.

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RESPONSE:

The Cancel Call Waiting feature is deactivated from the line on a per-call basis.

STF 1.32 Referencing Attachment B, Original Page No. 39:

- a. In the description of Return Call, isn't the description simply "a feature that will automatically redial the number of the last incoming call that called the customer's number"? Would the Company be willing to remove the rest of the description currently contained in the proposed tariff? If not, please explain why not. If yes, please include a revised tariff page with your response.

RESPONSE:

The Company is willing to accept the proposed change. Please see revised Attachment B, Original Page No. 39 which is attached.

- b. In the description of Speed Dialing 8, the description provided states, "Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit". Please clarify if this feature is an abbreviated dialing option that allows the customer to preprogram up to eight telephone numbers, assigning each number a one-digit speed dial code.

RESPONSE:

Speed Dialing 8 is an abbreviated dialing option that allows the customer to preprogram up to eight telephone numbers, assigning each number a one-digit speed dial code.

- c. In the description of Call Forward Busy Line/No Answer, the description provided states the feature redirects incoming calls to a previously established number only when your line is in use. Please clarify if this feature redirects incoming calls to a pre-designated telephone number whenever the customer's line is in use or the customer does not answer after a certain number of rings. Would the Company be willing to change its description of this feature the one stated by Staff? If so, please include with your response a revised tariff page. If not, please explain in detail why not.

RESPONSE:

The Call Forward Busy Line/No Answer feature redirects incoming calls only when the line is busy. Specifically, it does not do so in response to a set

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number of rings. Consequently, the proposed re-statement would be inaccurate and the Company requests that the current language be retained.

STF 1.33 Referencing Attachment B, Original Page No. 46, Section 3.7.5, the next to last sentence in the paragraph states, "Use at a location other than the service address is not supported by the Company, is not acceptable use and may result in inaccurate 911 Service information being provided to the PSAP". Please explain in detail what is meant by this statement and provide an example of a situation where the service is used at a location other than the service address and how that affect the location identification sent to the PSAP.

RESPONSE: As discussed above, the Mediacom service is intended to be a fixed location service. E911 services rely upon the registered address associated with the customer service. Were a customer to move the MTA to a distinct location without coordinating a change in registered address with Mediacom (and succeed in establishing a service connection), emergency service personnel would be misdirected to the original location in the event of an emergency. For the most part, without a proper installation, the service will not work if relocated to another site; however, there is a remote possibility that it may if moved to a proximate space (i.e, down the hall in a multi-unit building, to an adjacent dwelling, etc.). The latter scenario could dangerously mislead a customer into believing erroneously that they have reliable E911 service. As rare or improbable as this entire scenario might be, the gravity of the consequences in the event of an emergency compels the Company to take proactive steps to warn customers against relocating their equipment unilaterally.

STF 1.34 Referencing Attachment B, will the Company be offering any type of toll restriction feature that would allow a customer to prevent a local exchange line from placing long distance or toll calls? If so, where is that feature located within this tariff? If not, why not?

RESPONSE: The Company does not presently have a toll restriction service tariffed; however, it will provide such a service upon request for the purpose of blocking international calling. The Company's current offerings consist of flat-rate "all-you-can-dial" local/long distance packages where domestic long distance calls do not result in additional charges, and consequently there has not been significant interest in obtaining a domestic toll restriction feature in connection with these services. As discussed above in STF 1.30(c), the business customer local-only phone service is specifically designed not to permit toll calls and, consequently, a distinct toll restriction feature is not required.

STF 1.35 Referencing Attachment B, Original Page Nos. 49 and 53:

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- a. Sections 4.1.2 and 4.2.2 (P) state the Maximum Return Check is up to \$37.50 but the rate listed on Original Page No. 22, Section 2.13 is \$30.00. Please correct this tariff page (49) by removing "up to" and changing the maximum rate to \$30.00.

RESPONSE: Please see attached revised Attachment B, Original Page 22. The maximum tariff rate for the returned check fee is \$37.50. The Company mistakenly included the current price (\$30.00) in section 2.13 and this updated page corrects that error.

- b. Sections 4.1.2 and 4.2.2 (Q) state the Maximum Late Fee is up to \$7.50 but the rate listed on Original Page No. 22, Section 2.11 is \$5.00. Please correct this tariff page (49) by removing "up to" and changing the maximum rate to \$5.00.

RESPONSE: Please see attached revised Attachment B, Original Page 22. The maximum tariff rate for the Late Payment Charge is \$7.50. The Company mistakenly included the current price (\$5.00) in section 2.11 and this updated page corrects that error.

- c. Sections 4.1.3 and 4.2.3(C) list inside wire maintenance plans. As inside wire has been deregulated and it is an optional service, please remove all inside wire references and rates from this tariff.

RESPONSE: Please see attached revised Attachment B, Original Pages 49 and 53.

- d. (On Original Page No. 49 only) Section 4.1.3, under Mediacom Basic Voice Mail, the text under this feature and rate states, "This does not apply to customers who signed up for Mediacom Basis Voicemail prior to the Voicemail charge effective date of November 15, 2008. All then-existing customers were provided with a rate increase notification and were given the option of locking in a rate of \$1.93 per month as long as they remain continuous customers of the Company". Since the Company has yet to provide service in Arizona, is the above text appropriate for this tariff? If yes, please explain in detail why it is appropriate. If not, please remove the inappropriate text.

RESPONSE: Please see attached revised Attachment B, Original Page 49. This reference has been deleted.

- e. Please submit a corrected tariff pages with all the changes listed above with your response.

STAFF'S FIRST SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC
DOCKET NO. T-20718A-09-0580

RESPONSE: Please see attached.

STAFF'S FIRST SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC
DOCKET NO. T-20718A-09-0580

STF 1.36 Referencing Attachment B, Original Page No. 54, Section 4.5 indicates that the Company may offer special rate packages to its employees or employees of its Affiliates that not available to the general public. Since these rates are not available to the public, please remove this Section from the tariff and submit a revised tariff page with your response.

RESPONSE: Please see attached revised Attachment B, Original Page 54. This reference has been deleted.

STF 1.37 Referencing Attachment B, Original Page No. 55, Section 5, third line, the third sentence states, "Enterprise/private line services offered include wholesale Access Services and dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth voice, video and data networks."

- a. Please correct "Enterprise/private line services offered.." and submit a corrected tariff page with your response.

RESPONSE: Please see attached revised Attachment B, Original Page 55.

- b. Please explain the use of the word "Enterprise" in this section of the tariff.

RESPONSE: In the context of its tariff, the Company uses the term "enterprise" to refer to large commercial customers requesting high-capacity network arrangements.

- c. Please explain in detail the difference between Access Services and Intrastate Private Line Service as defined in this tariff.

RESPONSE: Access Services refer to switched and special access services which connect a Customer premise to the Company's network, an IXC POP or the PSTN. Intrastate Private Line Service consists of dedicated connections between a Customer premise and a designated End User premise or between/among multiple Customer premises.

- d. Is the term "Access Services" as used in this tariff in any way similar or the same as Switched Access Services? If yes, please explain how they are similar or the same. If no, please explain why not.

RESPONSE: The term "Access Services," as used generally in this Tariff, refers to the broad category of access services and includes both Switched Access Services and Special Access Services.

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STF 1.38 Referencing Attachment B, Original Page No. 56, Section 5.2.1, please change the existing text to the following: "The Company undertakes to furnish dedicated point to point *private line services* in accordance with the terms and conditions set forth in this Tariff". (Italics indicate inclusion of new information.)

RESPONSE: Please see attached revised Attachment B, Original Page 56.

STF 1.39 Referencing Attachment B, Original Page No. 57, Section 5.2.6 indicates that installations will be made during the hours of 8 AM to 5:00 PM. Please clarify if the days of the week that installations are normally done are Monday – Friday. If the previous statement is correct, does the Company believe it should also be included in the tariff? If not, please explain in detail why not. If appropriate, please include a corrected tariff page with your response.

RESPONSE: MCC Telephony performs installations for phone service Monday through Friday. In addition, the Company handles installation for customers with new telephone numbers and ports from major Local Exchange Carriers on Saturdays. (Certain smaller carriers do not do ports on Saturdays.) The Company does not schedule phone installations on Sundays. The Company appends revised Attachment B, Original Page 57 to clarify this information.

STF 1.40 Referencing Attachment B, Original Page No. 64, please define the following terms and provide a description of each service (as appropriate) that are listed on this page:

a. Tiers 1, 2, and 3

RESPONSE: Tiers 1, 2 and 3 refer to pricing categories based upon the relative locations of the customer premise and the MCC Telephony's facility that will be supporting their interconnection.

b. Fiber Internet

RESPONSE: Fiber Internet is a dedicated fiber-based Internet connectivity solution, with speeds from 3mbps to 10Gig.

c. Fiber TLS

RESPONSE: Transparent LAN Services (TLS) allow a single Fiber Ethernet LAN to span multiple locations, simplifying network addressing and routing. This service is private, meaning data never crosses the public Internet. It travels inside a wrapper, a Virtual LAN (VLAN) reserved for a customer's exclusive use. Only locations assigned to the same VLAN can see the traffic it contains. TLS networks support protocols not available

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over the Internet, which enables many applications that cannot use other technologies such as Virtual Private Networks (VPNs). TLS networks are often used to link remote offices, telecommuters, and offsite backup facilities.

- d. Fiber TLS Intra Region

RESPONSE: See discussion of regions below.

- e. IP's

RESPONSE: IP's are Static IP Addresses, a block of IP Addresses to be assigned for use by the Customer.

- f. BGP

RESPONSE: Border Gateway Protocol is employed by routers (and sometimes by non-router intermediary devices) to exchange levels of routing information. Customers may use for various purposes, including multihoming a network for better redundancy to multiple Internet Service Providers.

- g. Inter Region

- h. Region

RESPONSE: The regions refer to markets serviced by local network infrastructure (versus long haul), typically defined by encompassed geographic locations. Example = Region 1 consists of Florida. Region 2 consists of the Mid-Atlantic territory. Intra-Region refers to traffic entirely within a region; inter-Region refers to traffic which routes across multiple regions.

STF 1.41

The tariff indicates the Company uses Internet Protocol ("IP") to provision the service. Please provide a diagram of the each of the services that utilize IP, to include and not be limited to, all network components, such as facilities, access to the Public Switched Telephone Network (PSTN), and equipment used, with each component clearly identified and marked on the diagram and the provider of each and every component. The diagram should also include a narrative of how a local call and how a long distance call is processed within the arrangement and all components used to process each call type.

RESPONSE: See diagrams appended as Exhibit 2.

STAFF'S FIRST SET OF DATA REQUESTS TO
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STF 1.42 For the rates and nonrecurring charges proposed in Attachment B for resold local exchange services, please explain why the Company believes that its proposed rates and nonrecurring charges are just and reasonable using a fair value or cost basis. Please include economic justification or cost support data. Please include any supporting materials.

RESPONSE: The rates and charges proposed by MCC will be reasonable and comparable to rates charged by other carriers in the market for similar products. MCC has not yet entered the local service market, thus it is not possible for MCC to provide historic cost support data nor can it base its prices on prior costs. Fair value is similarly inapposite in a competitive market. While the Commission may be obliged to find fair value in advance of approving rates, it is not obliged to use that fair value to set rates (or to justify the rates based on the fair value). In competitive environment, the Commission has regularly concluded that a carrier rate comparison is a fair and reasonable way to evaluate rates charged by competitive providers. The carrier rate comparison chart, included as spreadsheets A and B, illustrate that the rates proposed by MCC are fair and reasonable.

STF 1.43 The follow comparison is limited to services and rates proposed in Attachment B: Please indicate why the Company believes that its rates are just and reasonable using a competitive market analysis. The analysis should contain publicly available examples of tariff rates and charges charged by the incumbent and other carriers for similar services. Include supporting material and any other information that the Company believes demonstrates that the proposed tariff rates and charges are just and reasonable.

Use a matrix format to list the Company's proposed services, rates, and charges (see attached Excel file). Based on the Company's tariff, list all of the telecommunications services the company will provide in Arizona. For each of the telecommunications services listed, provide the Company's tariff page numbers that support each of the company's services, rates, and charges. Also, provide the same information requested of the Company for Qwest and two other Arizona local exchange competitors using the same matrix format. List each competitor's services, rates, and charges for the same or comparable services and include copies of the tariff page of each service, rate and charge of each competitor. Please provide the same format for long distance services by comparing the Company's rates with AT&T and two other major competitions. For a list of telecommunications carriers certified in Arizona, go to www.azcc.gov/divisions/utilities/utilitylist.asp. For a list of Commission-approved telecommunications rates and tariffs, go to www.azcc.gov/Divisions/Utilities/Tariff/util-tariffs-telecom.asp.

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RESPONSE: MCC and its affiliates will charge the same business and residential rates in various states (with very limited exceptions), thus the spreadsheets C and D are not applicable. Attachments A and B are attached as Exhibit 3.

The above responses to STF 1-1 through STF 1.43 were provided by:

**Anne Sokolin-Maimon
Vice President, Regulatory Affairs
Mediacom Communications Corp.
100 Crystal Run Road
Middletown, NY 10941**

Exhibit 1

Response to STF 1.2

State Telecommunications Operating Authority of Affiliated Entities

MCC Telephony of Florida, LLC

Florida Certificate No. 8582 Docket No. 050212-TX Effective 6/13/05

MCC Telephony of Georgia, LLC

Georgia Certificate No. L-0383 Docket No. 19479-U Approved 3/15/05

Mediacom Telephony of Illinois, LLC

Illinois Docket No. 09-0285 Approved 9/29/09

MCC Telephony of Iowa, LLC

Iowa Docket No. TCU-04-4 WRU-04-6-3755 4/1/04

MCC Telephony of Minnesota, LLC

Minnesota Docket No. P-6414/NA-04-1803 12/7/04; Docket No. P6414/M-05-176; 3/16/05; Docket No. P-6414/M-05-410 4/28/05

MCC Telephony of Missouri, LLC

Missouri Case No. LA-2005-0150 Effective 5/15/05

MCC Telephony of the Mid-Atlantic, LLC

Delaware Findings & Order No. 7097, Docket No. 06-350 12/19/06

Maryland ML# 103921, 104208, TE-8854, 1/10/07

Virginia *Pending Application*, Case No. PUC-2009-00072, filed 2/1/10

MCC Telephony of the Midwest, LLC

Indiana Cause 43043, 5/31/06

South Dakota TC06-046, 10/3/06

Wisconsin Utility ID 3484

Ohio *Pending Application*, Case Nos. 10-0127-TP-ACE; 90-9380-TP-TRF, filed 2/3/10

Kansas *Pending Applications*, Docket Nos. 10-MTMT-432-COC (CLEC) & 10-MTMT433-COC, both filed 12/28/09.

State Telecommunications Operating Authority of Affiliated Entities (cont)

MCC Telephony of the South, LLC

Alabama Docket 29929 6/23/06

Kentucky Registration with "voice exchange tariff", filed 10/18/06 (eff. 10/20/06)
Carrier ID: 5055370 clec/22205537 ixc

Mississippi Docket No. 06-UA-076, TC-123-2198-00 3/30/06

North Carolina Pending Application, Docket No. Docket No. P-1501, Sub 0, filed 12/29/09.

Tennessee Pending Application, Docket No. 09-00204, filed 12/30/09

Exhibit 2

STF 1.40 NARRATIVE OF CALL ROUTING

(In all scenarios, assuming Customer initiates call. Where Customer is receiving party, the routing essentially occurs in reverse).

Local Call between MCC Telephony customer and non-customer

The call is initiated from a Customer premise traveling through a Media Terminal Adapter (MTA) and the Cable Modem Termination System (CMTS), an IP router, into the Company IP network. From there, the call is routed via a Media Gateway (MG) which converts IP packets to PSTN circuits for delivery to the incumbent's network. (See Chart 1)

If the call is directed to another MCC Telephony customer associated with a different CMTS, it will instead be routed from the Company IP network back through the receiving party's CMTS and MTA to the called party. (See Chart 2)

If the call is directed to another MCC Telephony customer associated with the same CMTS, it will not enter the IP network but will travel from the calling party's MTA to the shared CMTS and back out to the called party's MTA. (See Chart 3)

Call Control signaling:

During all three local call scenarios, call control signaling travels from the Customer premise through the MTA and CMTS to a soft switch (the CMS) where the appropriate routing for each call is determined.

Long Distance Call

The call is initiated from a Customer premise traveling through a Media Terminal Adapter (MTA) and the Cable Modem Termination System (CMTS), an IP router, into the Company IP network. From there, the call is routed by SIP connection to the long distance provider.

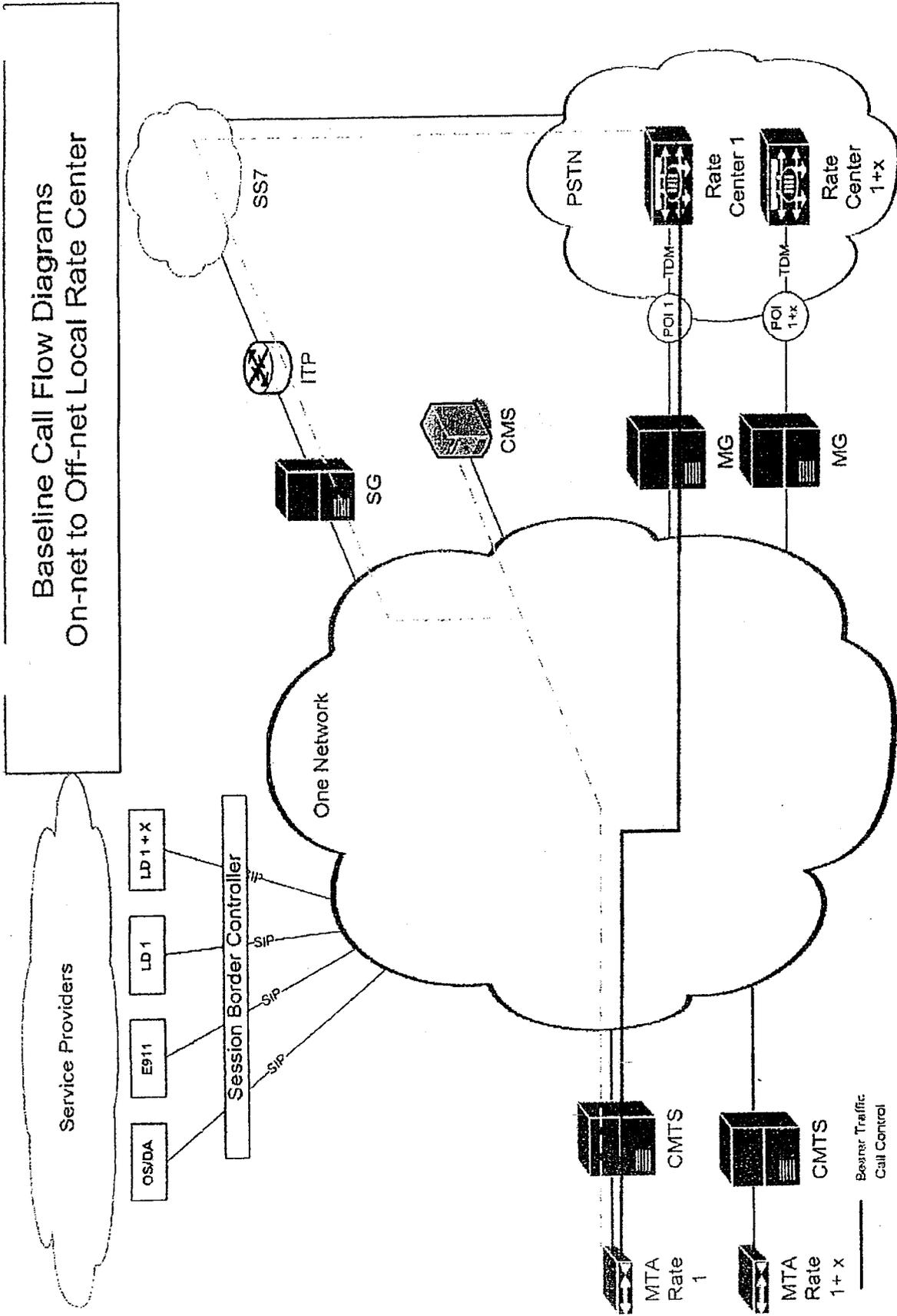
Upon initiation of the call, call control signaling travels from the Customer premise through the MTA and CMTS to a soft switch (the CMS) where the appropriate routing for the call is determined.

Facilities

In the projected traffic flow chart, MCC Telephony routes its customer traffic utilizing leased network facilities from its Mediacom affiliates.¹ Additional leased or purchased facilities will be procured as operational needs warrant. The Company will negotiate an interconnection agreement with Qwest Communications and, as needed, with other incumbent carriers.

¹ Mediacom network facilities include the following equipment and software functionalities noted on the flow diagrams: CMTS, MG, CMS, SG.

Baseline Call Flow Diagrams On-net to Off-net Local Rate Center



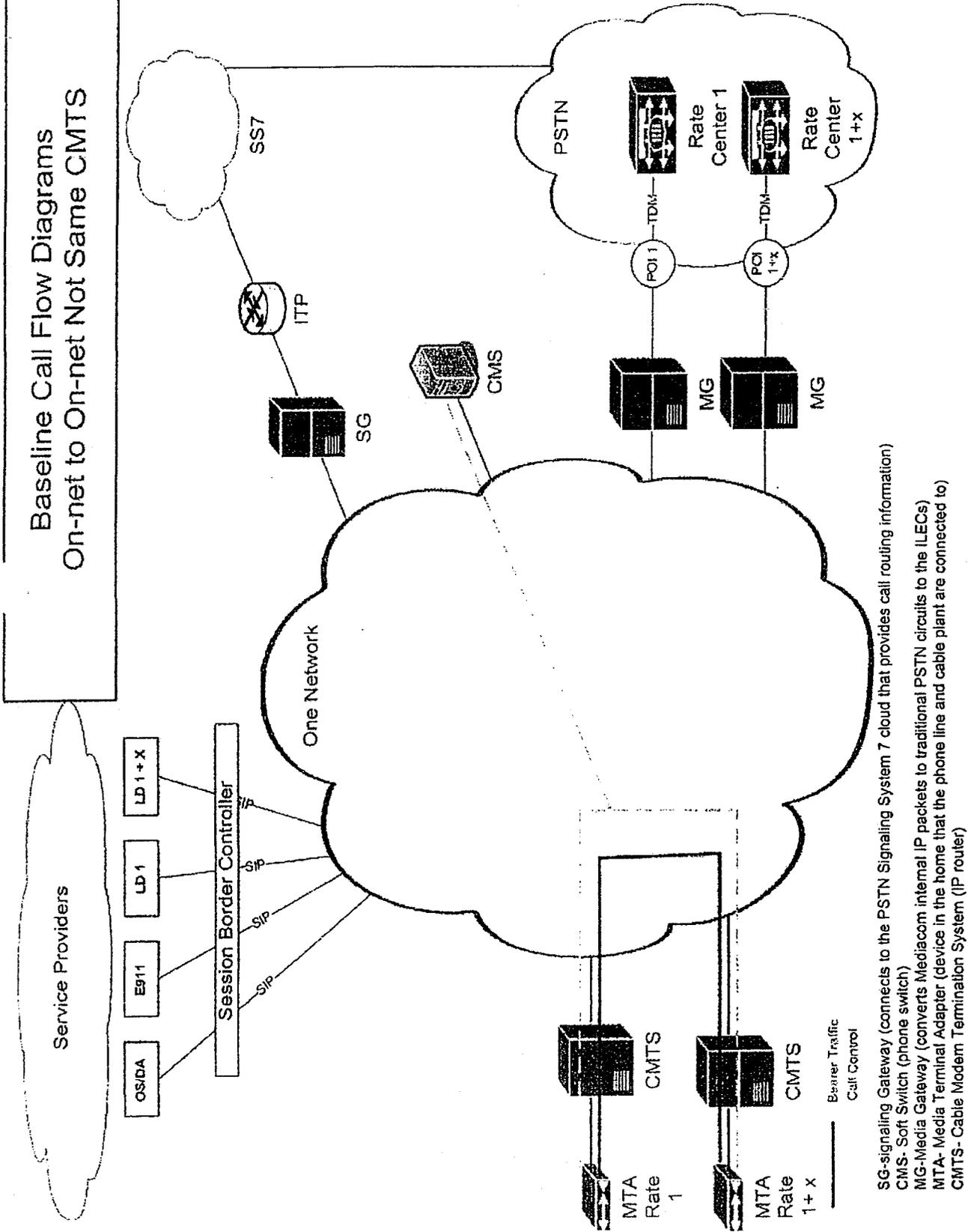
SG-signaling Gateway (connects to the PSTN Signaling System 7 cloud that provides call routing information)
 CMS- Soft Switch (phone switch)
 MG-Media Gateway (converts Mediacom internal IP packets to traditional PSTN circuits to the ILECs)
 MTA- Media Terminal Adapter (device in the home that the phone line and cable plant are connected to)
 CMTS- Cable Modem Termination System (IP router)

Mediacom Network Design

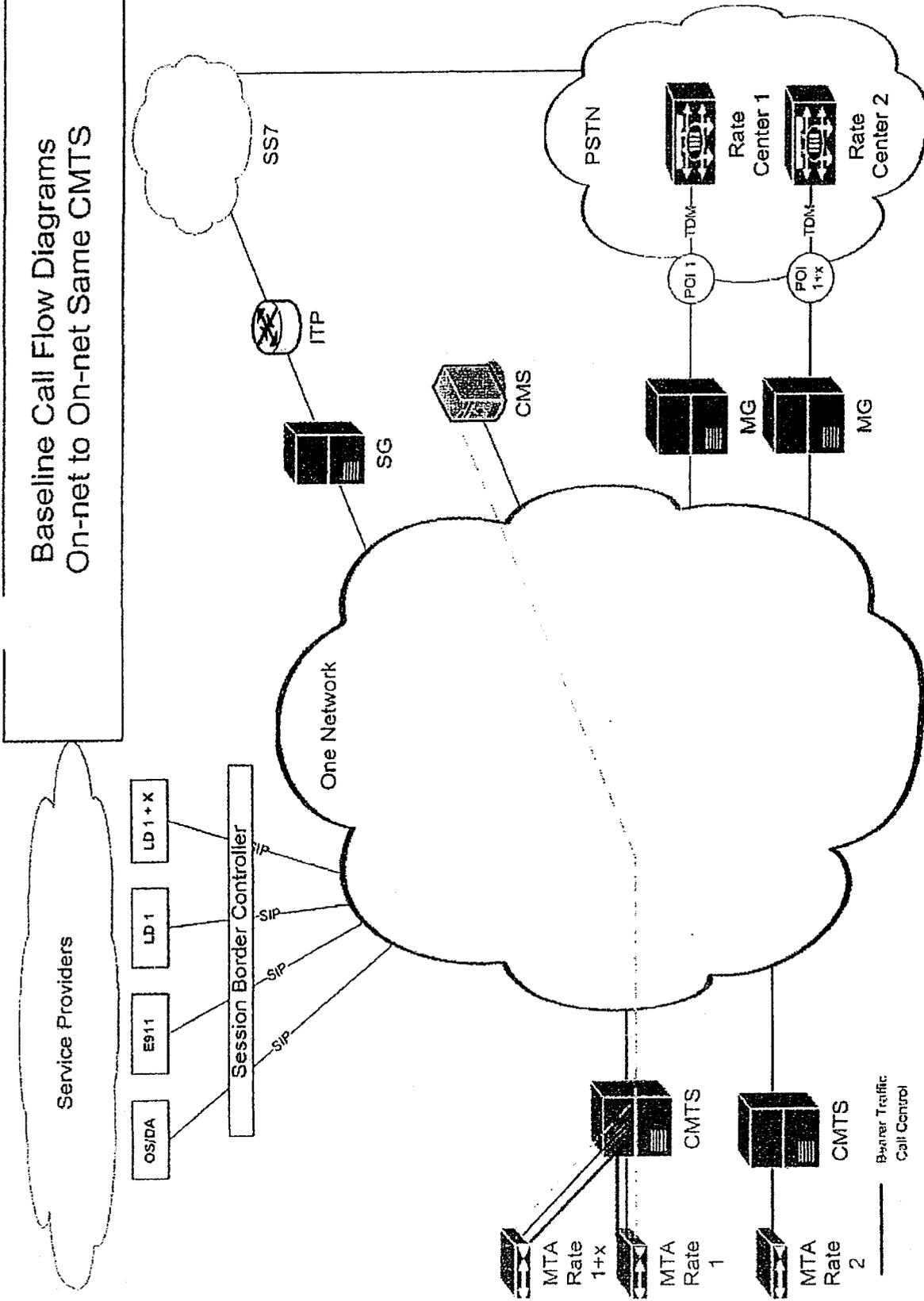
Mediacom Proprietary and Confidential

1-12-10

Baseline Call Flow Diagrams
On-net to On-net Not Same CMTS



Baseline Call Flow Diagrams
On-net to On-net Same CMTS



SG-signaling Gateway (connects to the PSTN Signaling System 7 cloud that provides call routing information)

CMS- Soft Switch (phone switch)

MG-Media Gateway (converts Mediacom internal IP packets to traditional PSTN circuits to the ILECs)

MTA- Media Terminal Adapter (device in the home that the phone line and cable plant are connected to)

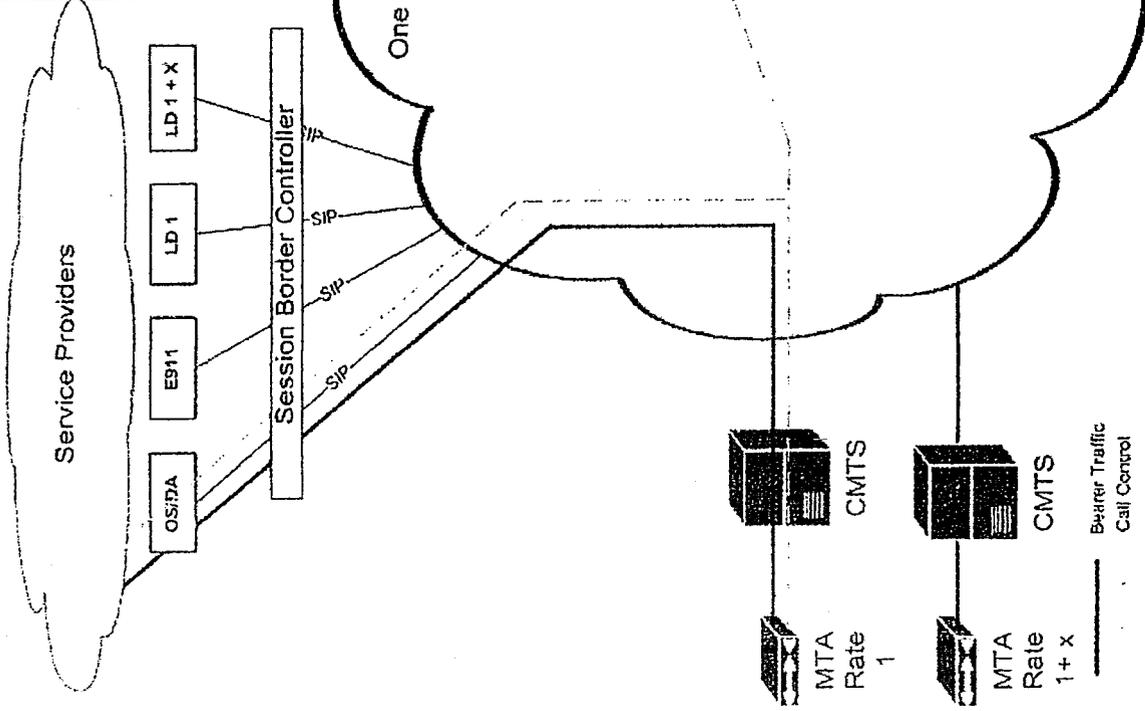
CMTS- Cable Modem Termination System (IP router)

Mediacom Network Design

Mediacom Proprietary and Confidential

1-12-10

Baseline Call Flow Diagrams
On-net to OS/DA, 911, LD (SIP)



SG-signaling Gateway (connects to the PSTN Signaling System 7 cloud that provides call routing information)
 CMS- Soft Switch (phone switch)
 MG-Media Gateway (converts Mediacom internal IP packets to traditional PSTN circuits to the ILECs)
 MTA- Media Terminal Adapter (device in the home that the phone line and cable plant are connected to)
 CMTS- Cable Modem Termination System (IP router)

Exhibit 3

| Residence Rate Comparison of Telecommunications Services provided by Competitor's in Arizona | Applicant's Arizona Tariff Attach Tariff Sheets for Support | | | Qwest's Arizona Tariff Attach Tariff Sheets for Support | | |
|---|---|----------------|-------------|---|----------------|--------------------------|
| | Charges & Rates (\$) | Section Number | Page Number | Charges & Rates (\$) | Section Number | Page Number |
| Product/Services | | | | | | |
| Basic Local Service | na (Bundled only) | 3.1.4.1 | 37.48 | \$13.18 | 5.2.4 | \$5. p. 21 |
| Service Connect Fee | \$39.95 (\$45.95 Max) | 4.1.2 | 48 | \$27.50 | 5.2.4 | \$5. p. 21 |
| Dispatch Call & Trouble Isolated on cust. equip. | na | na | na | | | |
| Feature Change Order | na | na | na | | | |
| Toll Restriction Fee Order | na | na | na | | | |
| Transfer of Service (move order) | \$20 (\$27.50 Max) | 4.1.2 | 49 | | | |
| Restoration of Service | \$20 (\$27.50 Max) | 4.1.2 | 49 | | | |
| Directory Assistance | \$1.75 (\$2.95 Max) | 4.1.4 | 50 | 1.25 (2.50 max) | 6.2.3(A) | \$6. p. 13 |
| Miscellaneous Services & Rates | | | | | | |
| Returned Check Charge (NSF) | \$30.50 (\$37.50 Max) | 4.1.2 | 49 | \$10.00 | 2.2.7(H) | \$2. p. 15 |
| Listings | | | | | | |
| Directory Listing Service | | | | | | |
| Primary Listing | na | na | na | \$0.00 | 5.1.1(C) | \$5. p. 147 ENSPC Tariff |
| Non-Published | \$4.50 (\$7.50 Max) | 4.1.3(B) | 49 | \$0.90 | 5.7.1(F) | \$5. p. 159 ENSPC Tariff |
| PRI Service with Unlimited Local Calling | | | | | | |
| 12 Months | na | na | na | | | |
| 24 Months | na | na | na | | | |
| 36 Months | na | na | na | | | |
| Non-Recurring on a PRI Install | na | na | na | | | |
| Order Cancellation Charge | na | na | na | | | |
| Order Sup Charge | na | na | na | | | |
| Residence Rate Comparison of Telecommunications Services provided by Competitor's in Arizona | | | | | | |
| Product/Services | | | | | | |
| Basic Local Service | \$34.99 (\$140.00 max) | 4.1 | 54 | \$13.00* | 3.1.2.2 | p.61 |
| Service Connect Fee | \$9.99 (\$279.00 max) | 4.1 | 54 | \$14.95 (\$40.00 max) | 3.1.2 | p.60 |
| Dispatch Call & Trouble Isolated on cust. equip. | | | | | | |
| Feature Change Order | | | | \$10.00 | | |
| Transfer of Service (move order) | \$89.99 (\$300.00 max) | 6.2.6 | 69 | \$14.95 (\$40.00 max) | 3.1.2.2 | p.62 |
| Restoration of Service | \$29.99 (\$120.00 max) | 6.2.6 | 69 | | 3.1.2 | p.60 |
| Directory Assistance | \$0.50 | 6.4.1 | 71 | \$1.00 (\$2.00 max) | 3.2.1 | p.93 |
| Miscellaneous Services & Rates | | | | | | |
| Returned Check Charge (NSF) | \$25.00 (\$100.00 max) | 2.7.4 | 39 | | | |
| Listings | | | | | | |
| Directory Listing Service | | | | | | |
| Primary Listing | 0 (\$8.00 max) | 6.5.8 | 73 | N/C | 3.4.6 | p.99 |
| Non-Published | \$2.00 (\$10.00 max) | 6.5.8 | 73 | \$2.00 (\$3 max/\$5NRC) | 3.4.6 | p.99 |
| PRI Service with Unlimited Local Calling | | | | | | |
| 12 Months | | | | | | |
| 24 Months | | | | | | |
| 36 Months | | | | | | |
| Non-Recurring on a PRI Install | | | | | | |
| Order Cancellation Charge | | | | | | |
| Order Sup Charge | | | | | | |

*The comparable Cox residential product (Cox Unlimited Connection) is \$39.95 (\$44.95 max)

| Products/Services | MCC Telephony of the West, LLC Attach Tariff Sheets for Support | | Qwest's Arizona Tariff Attach Tariff Sheets for Support | | Page Number |
|--|---|----------------|---|----------------|---|
| | Charges & Rates (\$) | Section Number | Charges & Rates (\$) | Section Number | |
| Business Rate Comparison of Telecommunications Services provided by Competitors in Arizona | | | | | |
| Basic Local Service | \$29.95 (\$35.95 Max) | 4.2.1 | \$30.40, maximum rate \$91.20 | 5.2.4 | 2 of Section 5, Competitive Exchange and Network Services Price Cap Tariff No. 2 |
| Service Connect Fee | \$39.95 (\$46.95 Max) | 4.2.2 | \$42.50, maximum rate \$85.00 | 5.2.4 | 2 of Section 5, Competitive Exchange and Network Services Price Cap Tariff No. 2 |
| Dispatch Call & Trouble Isolated on cust. equip. | Repair Svce: First 1/2 hr. \$91 (\$104 Max); Ea. Addtl. 1/2 hr. \$46 (\$57 Max); Out of hours: 1st hour: \$190 (\$225 Max); Each addtl. 1/2 hr. \$80.50 (\$97.50 Max) | 4.2.2 | \$25.00 for premises visit, maximum rate \$50.00. Schedule I (business hours); \$60.00 initial 30 minutes or fraction, maximum rate \$120.00; \$30.00 for each additional 15 minutes or fraction, maximum rate \$60.00. Schedule II (non-business hours and Saturdays) \$70.00 initial 30 minutes, maximum rate \$140.00; \$35.00 for each additional 15 minutes, maximum rate \$70.00. Schedule III (Sundays and holidays): \$80.00 initial 30 minutes, maximum rate \$160.00; \$40.00 for each additional 15 minutes, maximum rate \$80.00. | 13.2 | 12 of Section 13, Competitive Exchange and Network Services Price Cap Tariff No. 2 |
| Feature Change Order | na | na | na | na | |
| Toll Restriction Fee Order | na | na | \$27.50 non-recurring charge, maximum rate \$55.00. \$5.00 per month, maximum rate \$15.00. | 10.4.1 | 3 of Section 10, Competitive Exchange and Network Services Price Cap Tariff No. 2 |
| Transfer of Service (move order) | \$20 (\$25 Max) | 4.2.2(N) | \$8.50 | 3.1.1 | 1 of Section 3, Exchange and Network Services Price Cap Tariff |
| Restoration of Service | \$20 (\$25 Max) | 4.2.2(O) | \$55.00 | 2.2.9 | 23 of Section 2, Exchange and Network Services Price Cap Tariff |
| Directory Assistance | Customer Dialed \$1.75 (\$2.95 Max); Operator Dialed \$2.50 (\$3.75 Max) | 4.2.4(H-I) | \$1.15 | 6.2.4 | 20, 23 of Section 6, Competitive Exchange and Network Services Price Cap Tariff No. 2 |
| Returned Check Charge (NSF) | up to \$30 (\$36.50 Max) | 4.2.2(P) | \$10.00 | 2.2.7 | 15 of Section 2, Tariff No. 2 |
| Directory Listing Service - Primary Listing | na | na | \$0.00 | 5.7.1 | 147 of Section 5, Exchange and Network Services Price Cap Tariff |
| Directory Listing Service - Non-Published | \$5.00 (\$7.50 Max) | 4.2.3(B) | \$2.35, maximum rate \$4.65 | 5.7.1.L | 117 of Section 5, Competitive Exchange and Network Services Price Cap Tariff No. 2 |
| Primary Rate Interface (DSO) Service | na | na | | | |
| Month-to-month | na | na | | | |
| 12 Months | na | na | | | |
| 24 Months | na | na | | | |
| 36 Months | na | na | | | |
| Long Distance | Not Applicable. Flat-rate all-you-can-dial local and long distance service | | All rates described as intrastate. Rate per minute \$0.30 available packages: \$60.00 for unlimited; \$0.15 per minute for up to 400 minutes; \$0.00 for 401 + minutes | 3.2.20, 3.2.25 | 21, 29 of Section 3, Arizona Tariff No. 2 |

Replacement Tariff Pages

INTRASTATE VOICE & DATA SERVICES TARIFF

TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Arizona Corporation Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

1. TECHNICAL TERMS AND ABBREVIATIONS (cont.)

1.2 Definitions (cont.)

Arizona Service Area

The Company's Arizona Service Area is the geographic area within which Company offers the services covered by this Tariff, subject to any and all additional limitations in this Tariff or applicable law or agreement with a Customer.

Customer

"Customer" means the person, firm, or other entity that, pursuant to a Service Order, orders Service(s) or is liable for charges under this Tariff. The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

FCC

"FCC" means the Federal Communications Commission.

Governmental Authority

"Governmental Authority" means any judicial, administrative, or other federal, state or municipal governmental authority (including the Commission and the FCC) having jurisdiction over the Company or over the provision of Services hereunder.

Holidays

"Holidays" mean all Company-specified holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

"Interruption" means the disruption of Service such that the Service becomes unusable by User.

Local Calling

"Local Calling" means a completed call between two or more customers that does not require a customer to pay a separate toll or where the Company is not required to pay any other carrier an access charge, or both depending on the context in which the term is used herein.

Issued: _____, 2009

Effective: _____ 2009

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

INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.1 Undertaking of the Company (cont.)

2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) nonpayment of bill, subject to Company's compliance with Regulations; (c) any use that adversely affects the Company's network or others use of the network; or (d) failure to meet or maintain the Company's credit requirements.

2.2 Responsibility and Use

2.2.1 To obtain service Customer is required to comply in full with any application process reasonably established by Company. This may include, but is not limited to, the execution of a service order or customer agreement, submission of an advance payment in some or all circumstances, and submitting to a credit check or other verification of ability to pay for services. Refusal to comply with or complete any of these, or a credit check result which is not satisfactory in the sole discretion of the Company, may result in denial of service. Specifically, the Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company or with any of its affiliates and who is unwilling to make acceptable arrangements for payment of that debt.

2.2.2 Customer or User may use services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Service Order. Customer is solely responsible for prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The Mediacom Voice Service is a single-line service, provided for use primarily for voice communications. The Mediacom Voice Service may not be used for business activities (whether for-profit or not-for-profit) that are based on use of a communications channel (for example, but not limited to, accessing a computer server, chat lines, telemarketing, call center services, directory assistance services, payphone services, medical transcription, facsimile broadcasting or dial-up information services.) The Customer agrees not to resell or redistribute (whether

Issued: _____, 2009

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President
MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.11 Late Payment Charge

A charge of up to five dollars (\$7.50) (maximum rate) will be applied to Customer's invoices for Services if (i) the previous month's invoice has not been paid in full by the billing date of the next invoice; and (ii) the balance due is greater than twenty dollars (\$20.00). The amount of the Late Payment Charge will be indicated on the Customer's bill when rendered.

2.12 Deposits

The Company does not require customer deposits.

2.13 Return Check Charge

The Customer will be charged up to thirty dollars (\$37.00) (maximum rate) whenever the institution upon which it is drawn dishonors a check or draft presented for payment of Service.

2.14 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of twenty dollars (\$20.00) plus any applicable charges for a service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.15 Taxes

The Customer is responsible for payment of any and all federal, state and local taxes or surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes unless otherwise exempted as a matter of law. All such taxes and surcharges will be billed by the Company as separate line items or categories on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4 for certain optional, transactionally-priced products or services.

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President
MCC Telephony of the West, LLC
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2. RULES AND REGULATIONS (cont.)

2.16 Discontinuation and Suspension

2.16.2 Reasons for Refusal or Disconnection of Service (cont.)

2.16.2.D Without notice in the event of unauthorized use.

2.16.2.E For violation of, or noncompliance with, the Company's rules on file with the Commission, the requirements of municipal ordinances, or law pertaining to the Service.

2.16.2.F For failure of the Customer or prospective Customer to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's rules filed with the Commission as conditions for obtaining Service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer or prospective customer to fulfill the contractual obligations imposed on the Customer as conditions of obtaining service by a contract filed with and subject to the regulatory authority of the Commission.

2.16.2.G For failure of the Customer to permit the Company reasonable access to its equipment and facilities.

2.16.2.H For nonpayment of bill for Commission-regulated services by the current Customer, provided that the Company has made a reasonable attempt to effect collection and:

(1) Has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill (except that, consistent with Commission Rule R.14-2-509(F), disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);

(2) In the event of a dispute concerning the bill, the Company may 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

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2.16 Discontinuation and Suspension**2.16.2 Reasons for Refusal or Disconnection of Service (cont.)****2.16.2.H (cont.)**

complaint procedures in this tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the Service will not be disconnected for nonpayment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

2.16.3 Medical Emergency. Notwithstanding any other provision of this Tariff, the Company will postpone (for a period set forth in the Commission's Regulations) the disconnection of Service to a residential User with a serious illness when the Customer produces a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the User's illness would be aggravated by such disconnection.

2.16.4 Termination By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon prior written notice or telephone call to the Company requesting that termination be scheduled.

2.17 Complaint Procedures

All bills are presumed accurate, and shall be binding on the Customer unless Company receives objection from the Customer within thirty (30) days after such bills are rendered. A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Company will respond to the complaint consistent with Commission Rule R.14-2-510. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department
Attn: Mediacom Telephony
100 Crystal Run Road
Middletown, NY 10941

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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)

2.18 Limitation of Liability (cont.)

2.18.3 Except as caused by its willful misconduct or gross negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service, E911, Operator Services, Directory Assistance and Directory Listing Service), including the installation or removal of any facilities, equipment or wiring associated therewith. Except as otherwise agreed to by the Company, Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.18.4 The Company is providing service without respect to the volume, quantity, content or value of signals transmitted over the service. The payments provided to the Company are based solely on the value of the service, and are unrelated to the nature, content, volume or value of any signals or communications transmitted over the service. The Company is not liable for losses which may occur in cases of malfunction or non-function of the service or the Company's facilities, even if due to the Company's negligence or failure of performance, except as expressly provided herein.

2.18.5 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff, will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred except as otherwise provided herein or as provided for under state law or Commission Rule.

2.18.6 In the event of a claim against the Company for failure to install service(s), the Company's liability for this alleged failure shall not exceed the sum of payments, if any, already made by the Customer to Company for the installation and provision of the specific service(s). Under these circumstances, the Customer shall be entitled to cancel the Service without liability.

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MCC Telephony of the West, LLC
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INTRASTATE VOICE & DATA SERVICES TARIFF

2. RULES AND REGULATIONS (cont.)**2.22 Credits and Credit Allowances**

The Company follows credits and credit allowances procedures consistent with the Commission's rules, and highlights the following provisions:

2.22.1 Credits to the Customer's recurring charges, if any, for service which is Interrupted (other than by a Scheduled Interruption) and remains out of service for more than twenty-four (24) consecutive hours after being reported to the Company or being found by the Company to be out of order, whichever occurs first, will be applied to Customer's account with the Company, provided the Interruptions are not due to (i) the negligence or willful misconduct of a User, its employees, subcontractors, or agents; (ii) a malfunction of subscriber-owned equipment; (iii) disasters, Acts of God or other *force majeure* conditions (see §2.26); or (iv) the inability of the Company to gain access to the subscriber's premises for the purpose of investigating and correcting the interruption. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twenty-four (24) that the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours.) An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Credits will not be issued for (1) interruptions of service during a period in which the Customer continues to use the service on an impaired basis; (2) interruption of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and (3) interruption of service during a time period in which the Company provides a satisfactory replacement service. Each Interruption is to be considered separately for the purposes of this calculation and is rounded to the nearest hour.

2.22.2 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.22; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services.

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President
MCC Telephony of the West, LLC
100 Crystal Run Road
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INTRASTATE VOICE & DATA SERVICES TARIFF**3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE****3.1 Mediacom Residential Voice Service.**

Mediacom Residential Voice Service consists of (i) a single, voice grade line; (ii) a telephone number ; (iii) local calling; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service; (vii) 911 Service or, where available, E911 Service; and (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services. Recurring and Nonrecurring Charges for Mediacom Residential Voice Services are specified in Section 4.3. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by an in-home back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available. Access to caller-paid services may, at Company's option, be provided only to Customers who request such access.

3.2 Mediacom Business Voice Service.

Mediacom Business Voice Service consists of: (i) a single, voice grade line with an option for multiple voice lines; (ii) a telephone number with an option for multiple telephone numbers; (iii) local calling; (iv) the bundled features described in section 3.3 of this Tariff; (v) long distance calling under the North American Dialing Plan; (vi) a White Page Directory Listing Service, and, at the Customer's request Enhanced Business White Pages and Yellowpages Directory Listings; (vii) 911 Service or, where available, E911 Service; (viii) access to OS, DA, TRS, Dial Around, Toll Free 8XX, 900/976, and Credit Card Calling Services; and (ix) Mediacom Basic Voice Mail (described in section 3.5.1 of this Tariff). Recurring and nonrecurring Charges for Mediacom Business Voice Services are specified in Section 4.4. Availability of particular Services and features, whether part of the bundle or optional or part of a promotion, are provided where facilities, equipment, and technology permit. The Company's Services are not supported by a back-up power source, and if electrical power and/or the cable modem service provided by the Mediacom Affiliate are not operating, the Services, including the ability to access emergency 911 services, will not be available.

Access to caller-paid services may, at Company's option, be provided only to Customers who request such access. Company may also offer a local-only, feature-free line for business customer use ("Mediacom Local Only Phone").

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.3 Bundled Features. Both Mediacom Residential Voice Service and Mediacom Business Voice Service include the following features where technically feasible:

Anonymous Call Rejection (* 77)

Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

Billed Number Screening (3rd Party/Collect Block)

If activated, Billed Number Screening blocks collect calls and/or third party billed calls to the User's telephone number. Callers are informed that such billing is unauthorized by the User and that another form of billing is required.

Call Forwarding (* 72)

Call Forwarding allows the User to direct incoming calls to the Customer's telephone number to be routed to a User-defined telephone number.

Call Waiting

Call Waiting is a service that audibly notifies with a special tone that a second caller is trying to reach the User.

Caller ID (name and number)

Caller ID name and number shows who is calling before the call is answered. The User's phone displays the name and telephone number of the User's incoming call. Caller ID compatible display screen or other compatible hardware required.

Caller ID for Call Waiting

Call Waiting ID works just like Caller ID name and number, but while a User are already on the phone.

Caller ID Per Call Blocking (*67)

Caller ID Per Call Blocking allows the user to block their Caller ID information from being transmitted to the called party.

Cancel Call Waiting (*70)

Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

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3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

Repeat Dial (* 66)

Repeat Dial is a feature that will automatically check a busy number and, when the line is free, it will ring the Customer back and complete the call.

Return Call (* 69)

Return Call is a feature that will automatically redial the number of the last person who called the Customer's number.

Speed Dialing 8

Speed Dialing 8 is a service that shortens up to eight (8) frequently called phone numbers to a single digit.

Three Way Calling

Three Way Calling is a service that permits a three-way conference call.

Call Forwarding Busy Line/No Answer

Call Forward Busy Line/No Answer redirects incoming calls to a previously established number only when your line is in use.

Customer Originated Trace (*57)

Customer Originated Trace is a feature that allows the User to originate a trace. If the trace is successful, the results of the trace will be recorded by the Company and will be released to the appropriate law enforcement agency, provided the Customer has executed the proper authorization.

900/976 Call Blocking

900/976 Call Blocking will prevent 900/976 calls (pay calls) from being placed from the Customer's phone.

International Call Blocking

International Call Blocking will prevent International calls from being placed from the Customer's phone.

These services are not priced or offered separately. Additional features may be added as described in 3.4.

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INTRASTATE VOICE & DATA SERVICES TARIFF

3. DESCRIPTION OF SERVICES : MEDIACOM VOICE SERVICE (cont.)

3.7 911 Emergency Service ("911 Service") (cont.)

3.7.5 Company provides the appropriate entities with the Customer's 911 Service record based on the service address of record for Mediacom Voice Service. When the Customer dials 9-1-1, the cable Internet access device at the Customer's premises sends a unique Internet Protocol address, which then is matched to the Customer's service address. By using Mediacom Voice Service, the Customer agrees that Customer will not use the service, through any means, at a location other than the service address. Use at a location other than the service address is not supported by the Company, is not an acceptable use and may result in inaccurate 911 Service information being provided to a PSAP. Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.

3.7.6 Customer's defense and indemnification obligations under Section 2.20 shall apply to any Claim arising from or in connection with the use of 911 Service.

3.8 Telecommunications Relay Service (TRS)

TRS enables deaf, hard-of-hearing or speech-impaired persons who rely upon a Text Telephone (TT) or similar device to communicate freely with others not requiring the use of such equipment and vice versa. With this service, a Customer will be able to access the state provider(s) to complete such calls.

3.9 Reserved for Future Use.

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

INTRASTATE VOICE & DATA SERVICES TARIFF

4. RATES: MEDIACOM VOICE SERVICES (cont.)

4.1 Mediacom Residential Voice Service Rates (cont.)

4.1.2 Non-Recurring Charges (cont.)

Maximum
Rate

| | |
|---|----------------|
| Temporary Suspension – Customer Request | \$ 33.00 |
| Transfer Fee | \$ 27.50 |
| Restore Fee | \$ 27.50 |
| Return Check Fee | up to \$ 37.50 |
| Late Fee | up to \$ 7.50 |

Other Non-Recurring Charges:

Custom Intercept Services:

| | |
|-------------------------------|----------|
| (A) Direct Cut through | \$13 .00 |
| (B) Cut through with referral | \$ 13.50 |

4.1.3 Monthly Recurring Charges

| | |
|--|---------|
| Directory Listing | |
| (A) Non-Listed Telephone Number Service | \$ 4.95 |
| (B) Non-Published Telephone Number Service | \$ 7.50 |

Mediacom Basic Voice Mail. \$ 6.95

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4. RATES: MEDIACOM VOICE SERVICES (cont.)

| | Maximum Rate |
|-------------------------------|-----------------|
| (N) Transfer Fee | \$ 25.00 |
| (O) Restore Fee | \$ 25.00 |
| (P) Return Check Fee | up to \$ 36.50 |
| (Q) Late Fee | up to \$ 7.50 |
| Custom Intercept Services: | |
| (R) Direct Cut through | \$ 13.75 |
| (S) Cut through with referral | \$ 14.25 |

4.2.3 Other Monthly Recurring Charges:

Directory Listing:

| | |
|--|---------|
| (A) Non-Listed Telephone Number Service | \$ 495 |
| (B) Non-Published Telephone Number Service | \$ 7.50 |

4.2.4 Per Use Nonrecurring Charges. Charges for the following features and services will be reflected on the customer's bill with taxes included in the per use price, not in a separate line item.

Operator Services:

| | |
|---|---------|
| (A) Operator Station-to-Station (consumer dialed 0+) | \$ 5.95 |
| (B) Operator Station-to-Station (operator dialed 0-) | \$ 5.95 |
| (C) Person-to-Person (consumer dialed 0+) | \$ 8.35 |
| (D) Person-to-Person (operator dialed 0-) | \$ 8.35 |
| (E) Busy Line Verify | \$ 9.15 |
| (F) Busy Line Verify and Interrupt | \$ 9.15 |
| (G) Agent Handling Fee (Live agent bill payment processing) | \$ 7.50 |

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4. RATES: MEDIACOM VOICE SERVICES (cont.)

| | <u>Maximum Rate</u> |
|--|-------------------------|
| Directory Assistance (DA): | |
| (H) Customer Dialed DA | \$ 2.95 |
| (I) Operator Dialed DA | \$ 3.75 |
| (J) DA Call Completion – Additional Charge | \$ 1.75 |
| Busy Line Verify | \$ 9.00 |
| Busy Line Verify and Interrupt | \$ 15.25 |

4.3 Bundling with Services Other than Voice Services

Company may bundle Mediacom Voice Service with video or information services not regulated by the Commission at a discounted rate not less in the aggregate than the rate for Mediacom Voice Service in this Tariff, except as provided in section 4.1, Promotions. In bundling such other services with a Voice Service, neither Company nor Mediacom Affiliates waive into state regulation of the rates, terms, conditions or any other aspect of such services.

4.4 Individual Case Basis

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis, in response to a bona fide request, from a Customer or prospective Customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

4.5 International Rates

Company will publish its international rates by country and call type on its website.

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INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE

This provisions of this Section apply only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. Company is a facilities based communications services provider. Enterprise/private line services offered include wholesale Access Services and dedicated and private line communications infrastructure to enterprise Customers for high-bandwidth, voice, video and data networks

5.1 Definitions:

Access Services

“Access Services” means intrastate communications services offered pursuant to this tariff.

Channel or Circuit

“Channel or Circuit” means a communications path or paths between two or more points

Dedicated

“Dedicated” means a facility or equipment system or subsystem set aside for the sole use of a specific customer.

Intrastate Private Line Service

“Intrastate Private Line Service” means provides for a point-to-point communications path between a Customer’s premises or a collocated interconnection location and an end-users premises for originating and terminating communications services within the state.

On-Net

“On-Net” means an originating or terminating point on Company owned facilities

Physical Change

“Physical Change” means the modification of an existing circuit at the request of a Customer and requiring some physical change or re-termination.

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INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)**5.2 Rules applicable to Private Line Services**

The following rules apply to the enterprise/private line services described in this Section. These provisions are in addition to the rules included in Section 2 of the tariff. In case of conflict between provisions of section 2 and this section 5, the rules of this section govern.

5.2.1 The Company undertakes to furnish dedicated point to point private line services in accordance with the terms and conditions set forth in this Tariff.

5.2.2 The Company installs, operates, and maintains the communications services provided under this Tariff in accordance with the terms and conditions set forth under this Tariff. When authorized by the Customer, Company may at its option act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, as required in the Commission's rules and orders, to allow connection of a Customer's location to the Company network.

5.2.3 Hours of Service; Service Period. Service is furnished twenty-four (24) hours per day, seven (7) days per week. The minimum service period for services offered in this Tariff is twelve (12) months. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All services for periods longer than one (1) year will be provided on an individual case basis. [36 months standard]

5.2.4 Service Orders. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

5.2.5 Expiration of Service Order. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall automatically renew for a twelve month term at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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INTRASTATE VOICE & DATA SERVICES TARIFF

5. ENTERPRISE/PRIVATE LINE SERVICE (CONT.)

5.2.6 **Installation.** The charges set forth in this Tariff contemplate installations made at the Company's or Customer's office, plant or work area premises during the hours of 8 AM. to 5:00PM Monday through Friday and under normal non-hazardous working conditions.

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 as specified in Section 4.1.

A. The Company shall maintain its system so as to furnish continuous service, shall take measures to prevent interruptions and shall restore service with minimum delay if interruptions occur. Upon reasonable notice, the channels provided by Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption credit allowance as set forth in this Tariff will be granted for the time during which such tests and adjustments are made.

5.2.7 **Continuity of Service.** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

5.2.8 **Conflict between Tariff and Service Order.** Except as provided for in Section 4.3 herein, any conflict between the Tariff and any Service Order shall be resolved in favor of the Tariff.

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5. ENTERPRISE/PRIVATE LINE SERVICE (Cont.)

5.2.13 Advance Payments

Advance payment may be required by the Company from medium and large business service Customers for the construction of facilities and furnishing of special equipment or for temporary service for short-term use. In addition, where special construction is involved, the advance payment may be also include an amount equal to the estimated non- recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer.

5.3 Enterprise/Private Line Services

5.3.1 DS-3

DS-3 service is a digital transmission facility of 44.736 Mbps. This service supports voice, analog data, digital data, and video. Service is available 24 hours a day, seven days a week.

Rates per circuit: (for circuits where point of origination and termination are on-net)

Maximum Rate

Nonrecurring

Installation: \$3,500

Installation Outside of Normal Working Hours:

\$62.00 (First Half Hour)

\$31.00 (Each Additional Half Hour)

Recurring – Facility

\$5635.00/month

Recurring – Mileage

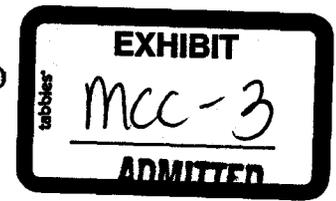
\$177.25/mile/month

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RESPONSES TO STAFF'S SECOND SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC ("MCC")
DOCKET NO. T-20718A-09-0580



In addition to a paper response, all information responses should also be provided in searchable PDF, DOC or EXCEL files via email or electronic media.

For each answer, please identify by name, title, and address each person providing information that forms the basis for the response provided.

Please make sure each numbered item and each part of the item is answered completely.

STF 2.1 For each location in which MCC currently serves local exchange telephone customers, please provide:

- 1 - The name of the community, town or city;
- 2 - The date when services were initiated; and
- 3 - The number of customers as of March 31, 2010.

Response The attached Exhibit STF 2.1-2.2 indicates the communities where MCC has facilities to provide a VoIP equivalent to a local/long distance telecommunications service. MCC does not ordinarily keep customer numbers by city or town. Exhibit STF 2.1-2.2 provides "homes passed" for the cities and towns where MCC provides service. Within these communities MCC has 2,071 customers within the Phoenix rate center and 118 customers within the Whitlow rate center as of March 31, 2010. Market launch for these services was February 2007.

STF 2.2 For each location in which MCC currently serves long distance telephone customers, please provide:

- 1 - The name of the community, town or city;
- 2 - The date when services were initiated; and
- 3 - The number of customers as of March 31, 2010.

Response MCC currently provides a VoIP equivalent to local/long distance telecommunications to customers in Arizona. Because the Company's customers purchase a bundled package of voice service, the responses to STF 2.1 and STF 2.2 are the same. Please see the response to STF 2.1 and the attached Exhibit STF 2.1-2.2 for this information.

STAFF'S SECOND SET OF DATA REQUESTS TO
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STF 2.3 For each location in which MCC currently serves local exchange telephone customers, please explain:

- 1 - Who owns the local exchange facilities;
- 2 - Who bills the local exchange customer; and
- 3 - Whom does the local exchange end-user call for customer service?

Response

- (1) **The facilities used by MCC to provide its services consist of facilities owned by (and leased from) Mediacom cable affiliates; facilities owned by Sprint Communications which are used to access the Public Switched Telephone Network; and, in the case of long distance calls, facilities owned by national long distance carriers who contract with MCC to carry the long distance traffic.**
- (2) **MCC customers are billed by MCC Telephony relying upon the Mediacom billing system which encompasses customers' cable, Internet and telephony subscriptions. The customer invoice identifies MCC Telephony of the West, LLC as the provider of telephone services.**
- (3) **MCC customers contact MCC Telephony representatives for customer service, which is provided as a consolidated Mediacom operation serving the ten Mediacom telephony subsidiaries as well as the Mediacom cable providers.**

STF 2.4 For each location in which MCC currently serves long distance telephone customers, please explain:

- 1 - Who owns the long distance facilities;
- 2 - Who bills the long distance customer; and
- 3 - Whom does the long distance end-user call for customer service?

Response MCC's customers in Arizona purchase bundled packages of voice service including a VoIP equivalent to local and long distance services and consequently the responses to both STF 2.3 and STF 2.4 are essentially the same. Please see response to STF 2.3 above.

STF 2.5 Please provide all of the NPA-NXXs in which MCC local exchange customers are assigned, for example 520-478.

Response Please see the attached Exhibit STF 2.5.

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STF 2.6 Please provide the names of all Competitive Local Exchange Carriers ("CLECs") providing the NPA-NNXs listed above, for use by MCC.

Response The NPA-NXXs in use by MCC in Arizona at this time are provided by Sprint Communications. In addition, customers are entitled to port their numbers to MCC. Following is a management contact at Sprint:

Penny Ellis
Penny.Ellis@sprint.com
Office: 913-762-4244
Mobile: 913-219-5321

STF 2.7 Please provide pdf copies via email of the local exchange and long distance tariffs or equivalent in use by MCC as of March 31, 2010. The files should be emailed to lmorrison@azcc.gov.

Response: **MCC Telephony of the West only operates in Arizona and California. Historically, states have recognized federal pre-emption in the area of VoIP services and have not regulated VoIP telephone services. In California, the Public Utilities Commission has declined to exercise jurisdiction over VoIP providers. (<http://www.cpuc.ca.gov/NR/rdonlyres/00B38131-3E85-456E-A3FD-534F2FA74233/0/Doyouneedalicense.pdf>.) MCC does have a CPCN for regulated services in California, but has not yet filed a tariff in order to provide regulated services. Consistent with the Commission's position regarding VoIP services, MCC is not required to tariff its VoIP services which are provided on an unregulated basis.**

Exhibit STF 2.1-2.2**MCC Telephony of the West, LLC****Arizona VoIP Operations: Breakout of Service Territory****(as of March 31, 2010)**

| RATE_CENTER | CITY | STATE | ZIP | Homes Passed |
|--------------------|-----------------|--------------|------------|---------------------|
| PHOENIX | APACHE JUNCTION | AZ | 85118 | 1,033 |
| PHOENIX | APACHE JUNCTION | AZ | 85119 | 9,601 |
| PHOENIX | APACHE JUNCTION | AZ | 85120 | 11,305 |
| PHOENIX | APACHE JUNCTION | AZ | 85219 | 391 |
| PHOENIX | APACHE JUNCTION | AZ | 85220 | 272 |
| PHOENIX | GOLD CANYON | AZ | 85118 | 4,886 |
| PHOENIX | GOLD CANYON | AZ | 85218 | 126 |
| PHOENIX | QUEEN CREEK | AZ | 85140 | 4,293 |
| PHOENIX | QUEEN CREEK | AZ | 85142 | 1,578 |
| PHOENIX | QUEEN CREEK | AZ | 85143 | 1,435 |
| PHOENIX | QUEEN CREEK | AZ | 85240 | 250 |
| PHOENIX | SAN TAN VALLEY | AZ | 85140 | 81 |
| WHITLOW | APACHE JUNCTION | AZ | 85118 | 417 |
| WHITLOW | GOLD CANYON | AZ | 85118 | 412 |
| WHITLOW | QUEEN VALLEY | AZ | 85118 | 697 |

RESPONSES TO STAFF'S SECOND SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC ("MCC")
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Exhibit STF-2.5

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 480 | 768 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 773 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 606 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 607 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 603 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 774 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 767 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 784 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 776 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 777 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 778 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 869 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 782 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 614 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 612 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 556 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 783 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 609 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 785 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 786 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 792 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 598 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 557 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 558 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 563 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 610 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 704 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 895 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 897 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 898 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 731 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 775 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 675 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 677 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 682 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 686 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 693 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 567 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 699 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 733 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 727 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 705 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 706 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 707 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 710 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 713 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 715 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 718 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 722 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 726 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 588 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 730 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 754 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 480 | 595 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 866 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 586 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 856 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 575 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 584 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 585 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 763 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 760 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 759 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 592 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 894 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 755 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 732 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 753 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 752 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 748 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 736 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 735 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 734 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 853 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 850 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 892 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 893 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 596 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 756 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 288 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 312 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 308 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 307 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 306 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 303 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 301 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 268 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 293 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 317 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 284 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 283 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 282 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 281 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 279 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 275 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 446 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 296 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 357 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 343 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 344 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 345 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 346 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 772 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 872 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 348 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 314 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 354 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 480 | 315 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 358 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 359 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 361 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 366 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 367 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 325 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 264 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 350 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4964 | 4967 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 5000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4996 | 4999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4992 | 4994 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4986 | 4991 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4984 | 4985 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4976 | 4983 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 272 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4968 | 4973 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 380 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4956 | 4963 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4954 | 4955 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4946 | 4953 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4945 | 4945 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4000 | 4499 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 0000 | 3999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 373 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 374 | 4974 | 4975 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 413 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 248 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 247 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 219 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 218 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 209 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 423 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 422 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 375 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 419 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 377 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 396 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 394 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 393 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 391 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 385 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 383 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 333 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 421 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 429 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 659 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 661 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 663 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 664 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 668 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 671 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 342 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 480 | 425 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 655 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 437 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 441 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 443 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 444 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 445 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 449 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 368 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 424 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 641 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 621 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 626 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 627 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 629 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 632 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 633 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 634 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 657 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 638 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 656 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 642 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 643 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 644 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 648 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 649 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 654 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 457 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 636 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 533 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 451 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 503 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 505 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 507 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 513 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 515 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 517 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 497 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 523 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 496 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 539 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 545 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 551 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 552 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 553 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 554 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 615 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 518 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 472 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 337 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 458 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 459 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 460 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 461 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 480 | 464 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 467 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 502 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 471 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 456 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 473 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 474 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 477 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 481 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 483 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 488 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 491 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 470 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 548 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 765 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 532 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 533 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 534 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 537 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 542 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 543 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 528 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 547 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 522 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 553 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 559 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 560 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 562 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 564 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 567 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 569 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 586 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 545 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 797 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 805 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 776 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 778 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 787 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 788 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 789 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 792 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 530 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 795 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 590 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 798 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 801 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 506 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 508 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 514 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 518 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 519 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 521 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 794 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 440 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 602 | 426 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 427 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 428 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 431 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 433 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 436 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 437 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 588 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 439 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 643 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 442 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 444 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 445 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 447 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 452 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 453 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 454 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 455 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 438 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 627 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 760 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 593 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 594 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 597 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 599 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 604 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 605 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 606 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 422 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 626 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 420 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 629 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 630 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 631 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 634 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 635 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 636 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 640 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 589 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 608 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 943 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 766 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 896 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 906 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 912 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 914 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 916 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 923 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 887 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 942 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 886 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 944 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 952 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 953 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 602 | 954 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 955 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 956 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 957 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 971 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 938 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 852 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 808 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 817 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 822 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 824 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 825 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 840 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 841 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 889 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 850 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 978 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 861 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 862 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 863 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 864 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 865 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 866 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 867 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 870 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 843 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 728 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 707 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 709 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 712 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 713 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 716 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 718 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 719 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 973 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 724 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 685 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 734 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 735 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 744 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 745 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 747 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 748 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 749 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 754 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 720 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 664 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 459 | 9000 | 9799 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 992 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 993 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 995 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 996 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 997 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 648 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 602 | 650 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 701 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 659 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 687 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 665 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 667 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 674 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 678 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 681 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 682 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 683 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 977 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 651 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 305 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 458 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 748 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 287 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 293 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 294 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 296 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 298 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 873 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 304 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 282 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 306 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 307 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 308 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 310 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 313 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 322 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 323 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 324 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 302 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 273 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 264 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 265 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 266 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 267 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 268 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 269 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 270 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 286 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 272 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 207 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 274 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 275 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 276 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 277 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 278 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 279 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 280 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 281 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 271 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 243 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 602 | 234 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 235 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 236 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 237 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 238 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 239 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 240 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 200 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 242 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 231 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 244 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 246 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 247 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 248 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 249 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 250 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 251 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 252 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 241 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 222 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 261 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 208 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 212 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 213 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 216 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 217 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 218 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 219 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 233 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 221 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 232 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 223 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 224 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 225 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 226 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 227 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 229 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 230 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 205 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 220 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 336 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 494 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 495 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 498 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 504 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 325 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 328 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 331 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 352 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 335 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 485 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 337 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 338 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 340 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 602 | 372 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 375 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 395 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 379 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 392 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 382 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 383 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 384 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 385 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 386 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 387 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 388 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 262 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 602 | 378 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 961 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 458 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 947 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 948 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 949 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 951 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 337 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 344 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 349 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 359 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 362 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 374 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 376 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 945 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 386 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 334 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 388 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 393 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 398 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 399 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 400 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 962 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 963 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 964 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 412 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 434 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 435 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 846 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 385 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 857 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 984 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 848 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 849 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 884 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 921 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 922 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 883 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 924 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 926 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 927 | 0000 | 9999 | 24-Jun-09 |

| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
|-------------|-----|-----|-----------|---------|------------|
| PHOENIX-AZ | 480 | 929 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 874 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 946 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 858 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 965 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 214 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 245 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 940 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 480 | 941 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 247 | 0000 | 9999 | 24-Jun-09 |
| PHOENIX-AZ | 623 | 282 | 0000 | 9999 | 24-Jun-09 |
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| RATE_CENTER | NPA | NXX | FROM_LINE | TO_LINE | IN_SVC_DTE |
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| PHOENIX-AZ | 480 | 292 | 0000 | 9999 | 20-Nov-09 |
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| WHITLOW-AZ | 520 | 463 | 3300 | 3993 | 24-Jun-09 |

MEMORANDUM



TO: Docket Control

FROM: Steven M. Olea
Director
Utilities Division

RECEIVED

JUN 25 2010

2010 JUN 25 A 11:30

AZ CORP COMMISSION
DOCKET CONTROL

DATE: June 25, 2010

LEGAL DIV.
ARIZ. CORPORATION COMMISSION

RE: IN THE MATTER OF THE APPLICATION OF MCC TELEPHONY OF THE WEST, LLC FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY FOR RESOLD LONG DISTANCE AND LOCAL EXCHANGE AND FACILITIES-BASED LONG DISTANCE AND LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES (DOCKET NO. T-20718A-09-0580)

Attached is the Staff Report for the above Application requesting approval for a Certificate of Convenience and Necessity ("CC&N") to provide the following services:

- Facilities-Based Long Distance Telecommunications Services
- Resold Long Distance Telecommunications Services
- Facilities-Based Local Exchange Telecommunications Services
- Resold Local Exchange Telecommunications Services
- Private Line Telecommunications Services

Staff is recommending approval of the Application with conditions.

SMO:LLM:red

Originator: Lori Morrison

Attachment: Original and Thirteen copies

FILE COPY

SERVICE LIST FOR: MCC TELEPHONY OF THE WEST, LLC
DOCKET NO. T-20718A-09-0580

Ms Joan S. Burke
Law Office of Joan S. Burke
1650 North First Avenue
Phoenix, Arizona 85003

STAFF REPORT
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION

MCC TELEPHONY OF THE WEST, LLC

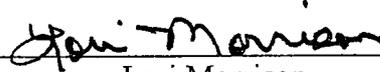
DOCKET NO. T-20718A-09-0580

IN THE MATTER OF THE APPLICATION OF MCC TELEPHONY OF THE WEST, LLC
FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND NECESSITY FOR
RESOLD LONG DISTANCE AND LOCAL EXCHANGE AND FACILITIES-BASED LONG
DISTANCE AND LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

JUNE 25, 2010

STAFF ACKNOWLEDGMENT

The Staff Report for MCC Telephony of the West, LLC (Docket No. T-20718A-09-0580), was the responsibility of the Utilities Division Staff listed below. Lori Morrison was responsible for the review and analysis of MCC Telephony of the West, LLC's Application for a Certificate of Convenience and Necessity to provide Resold Long Distance and Local Exchange and Facilities-Based Long Distance and Local Exchange and Private Line Telecommunications Services within the State of Arizona, in addition to the petition for a determination that its proposed services should be classified as competitive.

A handwritten signature in cursive script, reading "Lori Morrison", is positioned above a horizontal line.

Lori Morrison
Utilities Consultant

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ATTACHMENT

| | |
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| MCC's Supplemental Response to STF 1.2 | Attachment 1 |
|--|--------------|

1. INTRODUCTION

On December 24, 2009, MCC Telephony of the West, LLC ("MCC" or "Applicant" or "Company") filed an Application for a Certificate of Convenience and Necessity ("CC&N") to provide resold and facilities-based long distance and resold and facilities-based local exchange telecommunications services within the State of Arizona. The Applicant also petitioned the Arizona Corporation Commission ("Commission") for a determination that its proposed services should be classified as competitive. Included in the application, the Applicant submitted a proposed tariff for the services it is requesting the authority to provide.

On May 19, 2010, the Applicant filed an amended application indicating it was seeking a CC&N to provide resold and facilities-based long distance, resold and facilities-based local exchange and private line telecommunications services within the State of Arizona. The Applicant also provided to Staff revised tariff pages containing revisions and corrections made at the request of Staff.

Staff's review of this Application addresses the overall fitness of the Applicant to receive a CC&N. Staff's analysis also considers whether the Applicant's services should be classified as competitive and if the Applicant's initial rates are just and reasonable.

2. TECHNICAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

MCC Telephony of the West, LLC is a member-managed, foreign limited liability company organized under the laws of the jurisdiction of Delaware. It is a wholly-owned subsidiary of the MCC Telephony, LLC, and a Delaware limited liability company, which in turn is a wholly owned subsidiary of Mediacom Communications Corporation ("Mediacom"), a publicly held Delaware corporation. Corporate headquarters is based out of Middleton, New York.

Mediacom is a communications parent company that provides voice, cable and broadband services through its operating subsidiaries to residential and business customers in the Ajo, Apache Junction and Nogales areas. Mediacom utilizes Voice over Internet Protocol ("VoIP") technology to provide voice services in conjunction with Sprint Communications Company L.P. ("Sprint"), which is the back-office service provider. Sprint currently provides access to the Public Switched Telephone Network ("PSTN") and telephone numbers. Sprint was granted CC&Ns to provide IntraLATA toll services in Decision No. 59584 and local exchange services in Decision No. 60236. As Mediacom's contract with Sprint to perform these duties will soon expire, MCC will take over Sprint's duties. Mediacom has been providing voice services for more than three (3) years in its cable service territory.

The Applicant intends to provide resold and facilities-based long distance and resold and facilities-based local exchange services to residential and business customers and high capacity¹

¹ The Applicant proposes to offer DS3 service and higher. DS3 is equivalent to 672 voice-grade lines and has a data rate of 44.736 Megabits/second.

private line services to large business customers, government entities and telecommunications carriers in Arizona. In response to Staff Data Request STF 1.5, the Applicant indicated that has no employees located in Arizona but Mediacom has personnel in Arizona whose services are available to the Applicant for any and all activities necessary to ensure proper provisioning and continual support of voice services. The Applicant shares centralized call center resources with other Mediacom telecommunications operating subsidiaries. There are four (4) call centers which address only customer telephone service issues and sixteen (16) call centers dedicated solely to customer billing issues. The call centers are located throughout the country and overseas and with their combined operating hours are able to provide customer service to end users twenty-four hours a day, seven days a week.

In its application, MCC indicated that it is currently providing services in California that are similar to those it proposes to provide in Arizona. In response to Staff Data Request STF 1.2, the Applicant provided a list of its affiliates which provide similar services in seventeen (17) other states and a pending application for an affiliate in one (1) State (see Attachment 1 for list of affiliates and states). In its application, MCC indicated that its five key employees possess a combination of over 40 years experience in the telecommunications industry.

Based on the above information, Staff believes MCC possesses the technical capabilities to provide the services it is requesting the authority to provide in Arizona.

3. FINANCIAL CAPABILITY TO PROVIDE THE REQUESTED SERVICES

The Applicant provided updated audited financial statements of Mediacom Communications Corporation and subsidiaries, including MCC Telephony of the West, LLC for the twelve months ending December 31, 2007, and twelve months ending December 31, 2008. The audited consolidated financial statements ending December 31, 2007, list total assets of \$3,615,210,000; negative equity of \$253,089,000; and a net loss of \$95,129,000. The audited consolidated financial statements ending December 31, 2008, list total assets of \$3,718,989,000; negative equity of \$346,644,000; and a net loss of \$77,494,000. Summary audited financial statements were included in the application, as Attachment D.

In proposed Tariff No.1, Original Page 22, Section 2.12, the tariff states that MCC does not require customer deposits. Staff asked MCC in Staff Data Request STF 1.14 if it required advance payments from any of its customers. MCC responded that it may collect advance payments for its large business (enterprise) customers in cases where special construction is required to provide the requested service. In addition, at Original Page No. 61, Section 5.2.13, MCC may require a capital contribution towards construction costs for extension of Company facilities in order to provide service to medium and large businesses. While MCC does not collect deposits from its residential and small business customers, a prospective customer unable to demonstrate credit worthiness may be requested to provide a one-time advance payment of \$100, which will be applied to the first invoice and subsequent invoices insofar as necessary until fully applied. The Applicant does not offer prepaid calling card services. The Commission's current practice regarding the performance bond or irrevocable sight draft Letter of Credit

("ISDLC") requirements is \$10,000 for resold long distance (for those long distance service resellers who collect deposits, advances or prepayments), \$25,000 for resold local exchange, \$100,000 for facilities-based long distance, and \$100,000 for facilities-based local exchange services. Since the Applicant is requesting a CC&N for more than one kind of service, the amount of a performance bond or ISDLC for multiple services is an aggregate of the minimum bond or ISDLC amount for each type of telecommunications service requested by the Applicant. The amount of performance bond or ISDLC coverage needed for each service is as follows: \$100,000 for facilities-based long distance service; \$25,000 for resold local exchange service; and \$100,000 for facilities-based local exchange service. Based on the services the Applicant is requesting authority to provide, the minimum recommended performance bond or ISDLC should be \$225,000. The performance bond or ISDLC coverage needs to increase in increments equal to 50 percent of the total minimum performance bond or ISDLC amount when the total amount of the advances is within 10 percent of the total minimum performance bond or ISDLC amount. Thus, bond or ISDLC amount should be increased in increments of \$112,500 when the total amount of advances is within \$25,500 of the bond or ISDLC amount.

Staff recommends that the Applicant procure either a performance bond or an ISDLC equal to \$225,000. If the Applicant desires to discontinue service, it must file an Application with the Commission pursuant to A.A.C. R14-2-1107. Additionally, the Applicant must notify each of its customers and the Commission 60 days prior to filing an Application to discontinue service. Failure to meet this requirement should result in forfeiture of the Applicant's performance bond or ISDLC.

Staff recommends that proof of the above-mentioned performance bond or ISDLC be docketed within 90 days of the effective date of a Decision in this matter or 10 days before the first customer is served, whichever comes earlier. The original performance bond or ISDLC should be filed with the Commission's Business Office and 13 copies of the performance bond or ISDLC be filed with Docket Control, as a compliance item in this docket. The Commission may draw on the performance bond or ISDLC on behalf of and for the sole benefit of the Company's customers, if the Commission finds, in its discretion, that the Company is in default of its obligations arising from its Certificate. The Commission may use the bond or ISDLC funds, as appropriate, to protect the Company's customers and the public interest and take any and all actions the Commission deems necessary, in its discretion, including, but not limited to, returning prepayments or deposits collected from the Company's customers.

4. ESTABLISHING RATES AND CHARGES

The Applicant would initially be providing service in areas where an incumbent local exchange carrier ("ILEC"), along with various competitive local exchange carriers ("CLECs") and interexchange carriers ("IXCs") are providing telephone service. Therefore, the Applicant would have to compete with those providers in order to obtain subscribers to its services. The Applicant would be a new entrant and would face competition from both an incumbent provider and other competitive providers in offering service to its potential customers. Therefore, the

Applicant would generally not be able to exert market power. Thus, the competitive process should result in rates that are just and reasonable.

The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the Applicant indicating that its fair value rate base is zero. Accordingly, the Applicant's fair value rate base is too small to be useful in a fair value analysis. The Applicant has submitted proposed tariff pages reflecting the actual rates that it proposes to charge its residential and small business customers for long distance, local exchange and private line services. The Applicant also provided rate comparison information for other competitive local exchange carriers in the State of Arizona. In addition, MCC proposes to provide high capacity private line services to sophisticated government and large business customers and telecommunications carriers that typically negotiate contract rates through a competitive process with the ultimate rates provided on an individual case basis ("ICB") by MCC. These carriers and companies have ample resources and bargaining power to protect their business interests while negotiating for the best market prices for services. Business customers who do not need individualized offerings and do not require an ICB contract to meet their needs will be able to purchase services at the rates contained in MCC's proposed tariff.

Staff has reviewed the proposed rates and concluded that they are comparable to the rates charged by competitive local carriers and local incumbent carriers operating in the State of Arizona. While both an initial rate (the actual rate to be charged) and a maximum rate may be listed for each competitive service offered, the rate charged for a service may not be less than the Applicant's total service long-run incremental cost of providing the service pursuant to A.A.C. R14-2-1109. Therefore, while Staff considered the fair value rate base information submitted by the Applicant, the fair value rate base information provided should not be given substantial weight in this analysis.

5. LOCAL EXCHANGE CARRIER SPECIFIC ISSUES

Issues related to the provision of Local Exchange service are discussed below.

5.1 Number Portability

The Commission has adopted rules to address number portability in a competitive telecommunications services market. Local exchange competition may not be vigorous if customers, especially business customers, must change their telephone numbers to take advantage of a competitive local exchange carrier's service offerings. Consistent with federal laws, federal rules and A.A.C. R14-2-1308(A), the Applicant shall make number portability available to facilitate the ability of a customer to switch between authorized local carriers within a given wire center without changing their telephone number and without impairment to quality, functionality, reliability or convenience of use.

5.2 Provision of Basic Telephone Service and Universal Service

The Commission has adopted rules to address universal telephone service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

5.3 Quality of Service

Staff believes that the Applicant should be ordered to abide by the quality of service standards that were approved by the Commission for Qwest (f/k/a USWC) in Docket No. T-01051B-93-0183 (Decision No. 59421). Because the penalties developed in that docket were initiated because Qwest's level of service was not satisfactory and the Applicant does not have a similar history of service quality problems, Staff does not recommend that those penalties apply to the Applicant. In the competitive market that the Applicant wishes to enter, the Applicant generally will have no market power and will be forced to provide a satisfactory level of service or risk losing its customers. Therefore, Staff believes that it is unnecessary to subject the Applicant to those penalties at this time.

5.4 Access to Alternative Local Exchange Service Providers

Staff expects that there will be new entrant providers of local exchange service who will install the plant necessary to provide telephone service to, for example, a residential subdivision or an industrial park much like existing local exchange companies do today. There may be areas where the Applicant installs the only local exchange service facilities. In the interest of providing competitive alternatives to the Applicant's local exchange service customers, Staff recommends that the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve such areas. This way, an alternative local exchange service provider may serve a customer if the customer so desires. Access to other providers should be provided pursuant to the provisions of the 1996 Telecommunications Act, the rules promulgated there under and Commission rules on interconnection and unbundling.

5.5 911 Service

The Commission has adopted rules to address 911 and E911 services in a competitive telecommunications services market. The Applicant has certified that in accordance with A.A.C. R14-2-1201(6)(d) and Federal Communications Commission 47 CFR Sections 64.3001 and 64.3002, it will provide all customers with 911 and E911 service, where available, or will coordinate with ILECs and emergency service providers to provide 911 and E911 service.

5.6 Custom Local Area Signaling Services

Consistent with past Commission decisions, the Applicant may offer Caller ID provided that per call and line blocking, with the capability to toggle between blocking and unblocking the transmission of the telephone number, are provided as options to which customers could subscribe with no charge. Also, Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated, indicating that the number has been blocked, must be offered.

6. REVIEW OF COMPLAINT INFORMATION

The Applicant indicated in its response to Staff Data Request STF 1.8 that it has not had an Application for service denied nor authority to provide service revoked in any state. Staff did not find any instances of denied applications or revocation of authority to provide service. The Applicant indicated that none of its officers, directors or partners have been or are currently involved any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency or law enforcement agency. Staff has found no instances of any formal or informal complaint proceedings involving the Applicant or any of its officers, directors or managers. The Applicant also indicated that none of its officers, directors or partners have been in or are currently involved in any civil or criminal investigations, or had judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts in the past ten (10) years. Staff has found no instances of any civil or criminal investigations, judgments levied by any administrative or regulatory agency, or criminal convictions within the last ten (10) years involving the Applicant or any of its officers, directors or managers.

The Applicant is currently providing similar services in one state, California. Staff contacted the California Public Utilities Commission ("CPUC") and five (5) state commissions² in the jurisdictions where the Applicant's affiliates are currently authorized to provide service to verify certification to provide service and to inquire about complaints since January 1, 2009. The CPUC indicated the Applicant is authorized to provide service and there were no complaints about MCC. Georgia indicated the Applicant's affiliate is authorized to provide service and it had received eight (8) complaints in the past 12-month period and all were resolved. Of these, four (4) complaints required repair crews to correct issues of dropped calls, poor and intermittent service and a technician not keeping an appointment. Iowa indicated the Applicant's affiliate is authorized to provide service and there had been two (2) written complaints that were resolved. Florida, Missouri and Wisconsin advised that the Applicant's affiliates are authorized to provide service in their jurisdiction and that no complaints had been received about them. The Corporations Division has indicated that MCC is in good standing. The Consumer Services Division reports one (1) service related complaint which has been resolved and closed. A search of the Federal Communications Commission's ("FCC") website found one (1) formal complaint proceeding for slamming which involved the Applicant's affiliates and the FCC ultimately

² Florida, Georgia, Iowa, Missouri and Wisconsin.

denied the complaint. MCC advised Staff of an informal complaint filed with the FCC and it was resolved.

7. COMPETITIVE SERVICES ANALYSIS

The Applicant has petitioned the Commission for a determination that the services it is seeking to provide should be classified as competitive.

7.1 Competitive Services Analysis for Local Exchange Services

7.1.1 A description of the general economic conditions that exist which make the relevant market for the service one that is competitive.

The local exchange market that the Applicant seeks to enter is one in which a number of new CLECs have been authorized to provide local exchange service. Nevertheless, ILECs hold a virtual monopoly in the local exchange service market. At locations where ILECs provide local exchange service, the Applicant will be entering the market as an alternative provider of local exchange service and, as such, the Applicant will have to compete with those companies in order to obtain customers. In areas where ILECs do not serve customers, the Applicant may have to convince developers to allow it to provide service to their developments.

7.1.2 The number of alternative providers of the service.

Qwest and various independent LECs are the primary providers of local exchange service in the State. Several CLECs and local exchange resellers are also providing local exchange service.

7.1.3 The estimated market share held by each alternative provider of the service.

Since Qwest and the independent LECs are the primary providers of local exchange service in the State, they have a large share of the market. Since the CLECs and local exchange resellers have only recently been authorized to offer service, they have limited market share.

7.1.4 The names and addresses of any alternative providers of the service that are also affiliates of the telecommunications Applicant, as defined in A.A.C. R14-2-801.

None.

7.1.5 The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive rates, terms and conditions.

ILECs have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the CLECs and local exchange resellers also offer substantially similar services.

7.1.6 Other indicators of market power, which may include growth and shifts in market share, ease of entry and exit, and any affiliation between and among alternative providers of the service(s).

The local exchange service market is:

- a. One in which ILECs own networks that reach nearly every residence and business in their service territories and which provide them with a virtual monopoly over local exchange service. New entrants are also beginning to enter this market.
- b. One in which new entrants will be dependent upon ILECs:
 1. To terminate traffic to customers.
 2. To provide essential local exchange service elements until the entrant's own network has been built.
 3. For interconnection.
- c. One in which ILECs have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market and one in which new entrants do not have a long history with any customers.
- d. One in which most customers have few, if any choices since there is generally only one provider of local exchange service in each service territory.
- e. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

7.2 Competitive Services Analysis for Interexchange Services

7.2.1 A DESCRIPTION OF THE GENERAL ECONOMIC CONDITIONS THAT EXIST WHICH MAKES THE RELEVANT MARKET FOR THE SERVICE ONE THAT IS COMPETITIVE.

The interexchange market that the Applicant seeks to enter is one in which numerous facilities-based and resold interexchange carriers have been authorized to provide service throughout the State. The Applicant will be a new entrant in this market and, as such, will have to compete with those companies in order to obtain customers.

7.2.2 THE NUMBER OF ALTERNATIVE PROVIDERS OF THE SERVICE.

There are a large number of facilities-based and resold interexchange carriers providing both interLATA and intraLATA interexchange service throughout the State. In addition, various ILECs provide intraLATA interexchange service in many areas of the State.

7.2.3 THE ESTIMATED MARKET SHARE HELD BY EACH ALTERNATIVE PROVIDER OF THE SERVICE.

The large facilities-based interexchange carriers (AT&T, Sprint, MCI WorldCom, etc.) hold a majority of the interLATA interexchange market, and the ILECs provide a large portion of the intraLATA interexchange market. Numerous other interexchange carriers have a smaller part of the market and one in which new entrants do not have a long history with any customers.

7.2.4 THE NAMES AND ADDRESSES OF ANY ALTERNATIVE PROVIDERS OF THE SERVICE THAT ARE ALSO AFFILIATES OF THE TELECOMMUNICATIONS APPLICANT, AS DEFINED IN A.A.C. R14-2-801.

None.

7.2.5 THE ABILITY OF ALTERNATIVE PROVIDERS TO MAKE FUNCTIONALLY EQUIVALENT OR SUBSTITUTE SERVICES READILY AVAILABLE AT COMPETITIVE RATES, TERMS AND CONDITIONS.

Both facilities-based and resold interexchange carriers have the ability to offer the same services that the Applicant has requested in their respective service territories. Similarly many of the ILECs offer similar intraLATA toll services.

7.2.6 OTHER INDICATORS OF MARKET POWER, WHICH MAY INCLUDE GROWTH AND SHIFTS IN MARKET SHARE, EASE OF ENTRY AND EXIT, AND ANY AFFILIATION BETWEEN AND AMONG ALTERNATIVE PROVIDERS OF THE SERVICE(S).

The interexchange service market is:

- a. One with numerous competitors and limited barriers to entry.
- b. One in which established interexchange carriers have had an existing relationship with their customers that the new entrants will have to overcome if they want to compete in the market.
- c. One in which the Applicant will not have the capability to adversely affect prices or restrict output to the detriment of telephone service subscribers.

7.3 Competitive Services Analysis For Private Line Services

7.3.1 PRIVATE LINE SERVICES

Private line service is a direct circuit or channel specifically dedicated to the use of an end user organization for the purpose of directly connecting two or more sites in a multi-site enterprise. Private line service provides a means by which customers may transmit and receive messages and data among various customer locations over facilities operated and provided by the Applicant.

7.3.2 DESCRIPTION OF REQUESTED SERVICES

MCC proposes to provide private line service. Private line service is a direct circuit or channel specifically dedicated to the use of an end user organization for the purpose of directly connecting two or more sites in a multi-site enterprise.

7.3.3 A DESCRIPTION OF THE GENERAL ECONOMIC CONDITIONS THAT EXIST THAT MAKE THE RELEVANT MARKET FOR THE SERVICE ONE THAT IS COMPETITIVE.

Interexchange carriers ("IXCs") hold a substantial share of the private line service market. Also, ILECs and a number of CLECs have been authorized to provide private line service. The Applicant will be entering the market as an alternative provider of private line service and, as such, the Applicant will have to compete with several existing companies in order to obtain customers.

7.3.4 THE NUMBER OF ALTERNATIVE PROVIDERS OF THE SERVICE.

IXCs are providers of private line service in the State of Arizona. ILECs and a number of CLECs also provide private line service.

7.3.5 THE ESTIMATED MARKET SHARE HELD BY EACH ALTERNATIVE PROVIDER OF THE SERVICE.

IXCs and ILECs hold a substantial share of the private line market. CLECs likely have a smaller share of the private line market.

7.3.6 THE NAMES AND ADDRESSES OF ANY ALTERNATIVE PROVIDERS OF THE SERVICE THAT ARE ALSO AFFILIATES OF THE TELECOMMUNICATIONS APPLICANT, AS DEFINED IN A.A.C. R14-2-801.

None.

7.3.7 THE ABILITY OF ALTERNATIVE PROVIDERS TO MAKE FUNCTIONALLY EQUIVALENT OR SUBSTITUTE SERVICES READILY AVAILABLE AT COMPETITIVE RATES, TERMS, AND CONDITIONS.

IXCs and ILECs have the ability to offer the same services that the Applicant has requested in its respective service territories. Similarly, many of the CLECs offer substantially similar services.

8. RECOMMENDATIONS

The following sections contain Staff recommendations on the Application for a CC&N and the Applicant's petition for a Commission determination that its proposed services should be classified as competitive.

8.1 Recommendations on the Application for a CC&N

Staff recommends that Applicant's Application for a CC&N to provide intrastate telecommunications services, as listed in this Report, be granted. In addition, Staff further recommends:

1. That the Applicant complies with all Commission Rules, Orders and other requirements relevant to the provision of intrastate telecommunications services;
2. That the Applicant complies with federal laws, federal rules and A.A.C. R14-2-1308(A), to make number portability available;
3. That the Applicant abides by the quality of service standards that were approved by the Commission for Qwest in Docket No. T-01051B-93-0183;
4. That the Applicant be prohibited from barring access to alternative local exchange service providers who wish to serve areas where the Applicant is the only provider of local exchange service facilities;
5. That the Applicant provide all customers with 911 and E911 service, where available, or will coordinate with ILECs and emergency service providers to

provide 911 and E911 service in accordance with A.A.C. R14-2-1201(6)(d) and Federal Communications Commission 47 CFR Sections 64.3001 and 64.3002;

6. That the Applicant be required to notify the Commission immediately upon changes to the Applicant's name, address or telephone number;
7. That the Applicant cooperates with Commission investigations including, but not limited to customer complaints;
8. The rates proposed by this filing are for competitive services. In general, rates for competitive services are not set according to rate of return regulation. Staff obtained information from the Applicant and has determined that its fair value rate base is zero. Staff has reviewed the rates to be charged by the Applicant and believes they are just and reasonable as they are comparable to other competitive local carriers, local incumbent carriers and major long distance companies offering service in Arizona and comparable to the rates the Applicant charges in other jurisdictions. The rate to be ultimately charged by the Applicant will be heavily influenced by the market. Therefore, while Staff considered the fair value rate base information submitted by the Applicant, the fair value information provided was not given substantial weight in this analysis;
9. In the event the Applicant requests to discontinue and/or abandon its service area, it must provide notice to both the Commission and its customers. Such notice(s) shall be in accordance with A.A.C. R14-2-1107;
10. That the Applicant offer Caller ID with the capability to toggle between blocking and unblocking the transmission of the telephone number at no charge;
11. That the Applicant offer Last Call Return service that will not return calls to telephone numbers that have the privacy indicator activated;
12. Staff recommends that the Commission authorize the Applicant to discount its rates and service charges to the marginal cost of providing the services.

Staff further recommends that the Applicant be ordered to comply with the following. If it does not do so, the Applicant's CC&N shall be null and void after due process.

1. The Applicant shall docket conforming tariff pages for each service within its CC&N within 365 days from the date of an Order in this matter or 30 days prior to providing service, whichever comes first. The tariffs submitted shall coincide with the Application.
2. The Applicant shall:

- a. Procure either a performance bond or an ISDLC equal to \$225,000. The minimum bond or ISDLC of \$225,000 should be increased if at any time it would be insufficient to cover advances, deposits, and/or prepayments collected for Applicant's customers. The bond or ISDLC should be increased in increments of \$112,500. This increase should occur when the total amount of advances, deposits, and/or prepayments is within \$22,500 of the bond or ISDLC amount.
 - b. Docket proof of the original performance bond or ISDLC with the Commission's Business Office and 13 copies of the performance bond or ISDLC with Docket Control, as a compliance item in this docket, within 90 days of the effective date of a Decision in this matter or 10 days before the first customer is served, whichever comes earlier. The performance bond or ISDLC must remain in effect until further order of the Commission. The Commission may draw on the performance bond or ISDLC on behalf of and for the sole benefit of the Company's customers, if the Commission finds, in its discretion, that the Company is in default of its obligations arising from its Certificate. The Commission may use the performance bond or ISDLC funds, as appropriate, to protect the Company's customers and the public interest and take any and all actions the Commission deems necessary, in its discretion, including, but not limited to returning prepayments or deposits collected from the Company's customers.
 - c. As a compliance filing, the Company shall notify the Commission that it has started providing service in Arizona within 30 days of the first customer being served.
 - d. If at some time in the future the Applicant does not collect advances, deposits and/or prepayments from its customers, Staff recommends that the Applicant be allowed to file a request for cancellation of its established performance bond or ISDLC regarding its resold and facilities-based long distance, resold and facilities-base local exchange and private line telecommunications services. Staff recommends the Commission require that such a request reference the Decision in this docket and explain the Applicant's plans for canceling those portions of the performance bond or ISDLC.
3. Abide by the Commission adopted rules that address Universal Service in Arizona. A.A.C. R14-2-1204(A) indicates that all telecommunications service providers that interconnect into the public switched network shall provide funding for the Arizona Universal Service Fund ("AUSF"). The Applicant will make the necessary monthly payments required by A.A.C. R14-2-1204(B).

8.2 Recommendation on the Applicant's Petition to Have Its Proposed Services Classified As Competitive

Staff believes that the Applicant's proposed services should be classified as competitive. There are alternatives to the Applicant's services. The Applicant will have to convince customers to purchase its services, and the Applicant has no ability to adversely affect the local exchange or interexchange service markets. Therefore, the Applicant currently has no market power in the local exchange, interexchange service or switched access markets where alternative providers of telecommunications services exist. Staff therefore recommends that the Applicant's proposed services be classified as competitive.

STAFF'S FIRST SET OF DATA REQUESTS TO
MCC TELEPHONY OF THE WEST, LLC
DOCKET NO. T-20718A-09-0580

MCC's Supplemental Response to STF 1.2

State Telecommunications Operating Authority of Affiliated Entities

MCC Telephony of Florida, LLC

Florida Certificate No. 8582 Docket No. 050212-TX Effective 6/13/05

MCC Telephony of Georgia, LLC

Georgia Certificate No. L-0383 Docket No. 19479-U Approved 3/15/05

Mediacom Telephony of Illinois, LLC

Illinois Docket No. 09-0285 Approved 9/29/09

MCC Telephony of Iowa, LLC

Iowa Docket No. TCU-04-4 WRU-04-6-3755 4/1/04

MCC Telephony of Minnesota, LLC

Minnesota Docket No. P-6414/NA-04-1803 12/7/04; Docket No. P6414/M-05-176;
3/16/05; Docket No. P-6414/M-05-410 4/28/05

MCC Telephony of Missouri, LLC

Missouri Case No. LA-2005-0150 Effective 5/15/05

MCC Telephony of the Mid-Atlantic, LLC

Delaware Findings & Order No. 7097, Docket No. 06-350 12/19/06

Maryland ML# 103921, 104208, TE-8854, 1/10/07

Virginia Case No. PUC-2009-00072, May 10, 2010

MCC Telephony of the Midwest, LLC

Indiana Cause 43043, 5/31/06

South Dakota TC06-046, 10/3/06

Wisconsin Utility ID 3484

Ohio Certificate No. 90-9380; Case Nos. 10-0127-TP-ACE; 90-9380-TP-TRF

Kansas *Pending Applications*, Docket Nos. 10-MTMT-432-COC (CLEC) &
10-MTMT433-COC, both filed 12/28/09.

State Telecommunications Operating Authority of Affiliated Entities (cont)

MCC Telephony of the South, LLC

Alabama Docket 29929 6/23/06
Kentucky Registration with "voice exchange tariff", filed 10/18/06 (eff. 10/20/06)
 Carrier ID: 5055370 clec/22205537 ixc
Mississippi Docket No. 06-UA-076, TC-123-2198-00 3/30/06
North Carolina CPCNs, Docket No. P-1501, Sub 0, Sub 1
Tennessee CCN, Docket No. 09-00204, granted at hearing March 22, 2010 (order pending)