



# RECEIVED

NOV 3 2010

November 3, 2010  
Via Overnight Delivery

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

Ms. Rosemary Chiavetta, Commission Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**RE: Docket No. A-2010-2181491 – Reseller Interexchange Toll Carrier Tariff  
Docket No. A-2010-2181492 – Competitive Local Exchange Carrier Tariff  
Replacement Pages for Initial Compliance Tariffs - tw telecom data services llc**

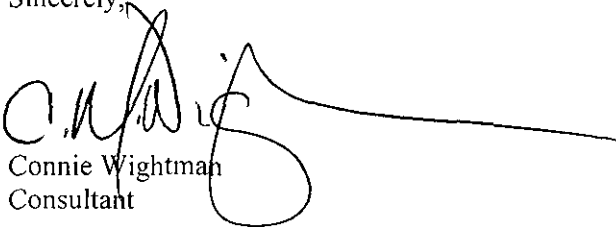
Dear Ms. Chiavetta:

Enclosed for filing are the original and three (3) copies of the initial Reseller Interexchange Toll Carrier Tariff replacement pages and Competitive Local Exchange Carrier Tariff replacement pages filed on behalf of **tw telecom data services llc**. Pursuant to our conversations with Staff and Appendix A of the Commission's Order, Docket No.'s A-2010-2181491; 2010-2181492 adopted September 2, 2010, entered September 3, 2010, the enclosed pages reflect the addition of deposit language, bill payment language, and the deletion of the Company's Emergency/Crisis/Disaster Restoration and Provisioning Telecommunications Service Priority service.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail to [cwightman@tminc.com](mailto:cwightman@tminc.com). Thank you for your assistance.

Sincerely,



Connie Wightman  
Consultant

CW/bc

Enclosures

cc: Tammy Chatfield, tw telecom  
cc: Elaine McDonald, PA PUC  
cc: Service List  
file: tw telecom - PA - IXC  
file: tw telecom - PA - Local  
tms: PA11001a

## RESELLER INTEREXCHANGE TOLL CARRIER

## TABLE OF CONTENTS

	<u>Page</u>
LIST OF MODIFICATIONS	1
CHECK SHEET	2
TABLE OF CONTENTS	3
EXPLANATION OF SYMBOLS	5
TARIFF FORMAT	6
APPLICATION OF TARIFF	7
SECTION 1 - DEFINITIONS	8
SECTION 2 - REGULATIONS	12
2.1 Undertaking of the Company	12
2.2 Prohibited Uses	21
2.3 Obligations of the Customer	22
2.4 Customer Equipment and Channels	26
2.5 Customer Deposits and Advanced Payments	28
2.6 Payment Arrangements	29
2.7 Service Level Standards and Allowances for Interruptions in Services	36
2.8 Cancellation of Service/Termination Liability	41
2.9 Customer Liability for Unauthorized Use of the Network	42
2.10 Use of Customer's Service by Others	43
2.11 Services for Hearing Impaired	44
2.12 Transfers and Assignments	44
2.13 Notices and Communications	45
2.14 Primary Interexchange Carrier (PIC) Selection	45
2.15 [Reserved for Future Use]	46
2.16 Automatic Number Identification	51
SECTION 3 - APPLICATION OF RATES	52
3.1 Introduction	52
3.2 Usage Based Charges	52
3.3 Rates Based Upon Distance	53
3.4 Maintenance Visit Charges	54
3.5 Restoration of Service	54
3.6 Move and Change of Service	55
3.7 Records Order Change	55

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

**RESELLER INTEREXCHANGE TOLL CARRIER**

---

**SECTION 2 – REGULATIONS, (CONT'D.)****2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities including estimated usage. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and related recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.5.2 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge or if Customer has failed to timely pay for service(s) on two occasions during any six month period. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus estimated usage. The Company retains the right to assess additional cash deposit amounts should the Customer's billing history prove to be greater than originally estimated. Should a Customer fail to pay the additional amount, service could be terminated at the discretion of the Company.
- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. A deposit will accrue interest annually at the rate of six percent (6%) pursuant to 52 Pa. Code 53.82(4).

---

RESELLER INTEREXCHANGE TOLL CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. The Company shall present invoices for non-recurring and recurring charges monthly to the Customer, in advance of the month in which service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Date. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use the service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. All invoiced charges shall be due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of the lesser of 1.5% per month or the or the maximum rate permitted by law, for bills not paid by the Due Date, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied.

If the invoiced charges are paid by mail, the post mark is not considered the payment date.

---

RESELLER INTEREXCHANGE TOLL CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.15 [Reserved for Future Use]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

RESELLER INTEREXCHANGE TOLL CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.15 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

RESELLER INTEREXCHANGE TOLL CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.15 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

RESELLER INTEREXCHANGE TOLL CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.15 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124



---

RESELLER INTEREXCHANGE TOLL CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.15 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

## TABLE OF CONTENTS

	<u>Page</u>
LIST OF MODIFICATIONS	1
CHECK SHEET	2
TABLE OF CONTENTS	4
EXPLANATION OF SYMBOLS	7
TARIFF FORMAT	8
APPLICATION OF TARIFF	9
SECTION 1 - DEFINITIONS	10
SECTION 2 - REGULATIONS	15
2.1 Undertaking of the Company	15
2.2 Prohibited Uses	28
2.3 Obligations of the Customer	29
2.4 Customer Equipment and Channels	33
2.5 Customer Deposits and Advanced Payments	35
2.6 Payment Arrangements	36
2.7 Service Level Standards and Allowances for Interruptions in Services	46
2.8 Cancellation in Service/Termination Liability	54
2.9 Customer Liability for Unauthorized Use of the Network	55
2.10 Use of Customer's Service by Others	56
2.11 Services for Hearing Impaired	57
2.12 Transfers and Assignments	57
2.13 Notices and Communications	58
2.14 Primary Interexchange Carrier (PIC) Selection	59
2.15 Expedited Due Date Service	60
2.16 [Reserved for Future Use]	61
2.17 Customer Requested Suspension of Service	66
2.18 Additional Rules Relating to Resale of Service	67
2.19 Letter of Authorization / Carrier Facility Assignment	69

---

**COMPETITIVE LOCAL EXCHANGE CARRIER**

---

**SECTION 2 – REGULATIONS, (CONT'D.)****2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a non-residential Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities including estimated usage. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and related recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. *An advance payment may be required in addition to a deposit.*

**2.5.2 Deposits**

- A. *To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge or if Customer has failed to timely pay for service(s) on two occasions during any six month period. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus estimated usage.*
- B. *A deposit may be required in addition to an advance payment.*
- C. *Upon discontinuance of service, the Company, within forty-five (45) days, shall refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.*
- D. *A deposit will accrue interest annually at the rate of six percent (6%) pursuant to 52 Pa. Code 53.82(4).*

---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

## SECTION 2 – REGULATIONS, (CONT'D.)

## 2.6 Payment Arrangements, (Cont'd.)

## 2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. The Company shall present invoices for non-recurring and recurring charges monthly to the Customer, in advance of the month in which service is provided. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. The Company reserves the right to deny a request for additional services or restoration of services unless and until the Customer's account is in current status.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Date. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use the service. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. All invoiced charges shall be due and payable on the due date printed on the invoice ("Due Date"), which is one day prior to the date of the next monthly invoice. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of the lesser of 1.5% per month or the or the maximum rate permitted by law, for bills not paid by the Due Date, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied.

If the invoiced charges are paid by mail, the post mark is not considered the payment date.

---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.16 [Reserved for Future Use]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.16 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.16 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.16 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124



---

COMPETITIVE LOCAL EXCHANGE CARRIER

---

SECTION 2 – REGULATIONS, (CONT'D.)

2.16 [Reserved for Future Use, Cont'd.]

---

Issued Date: October 29, 2010

Effective Date: October 30, 2010

Rochelle Jones  
Senior Vice President Regulatory  
10475 Park Meadows Drive  
Littleton, CO 80124

**CERTIFICATE OF SERVICE**

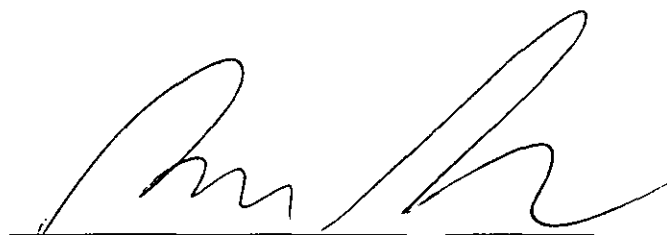
I hereby certify that on this 3<sup>rd</sup> day of November, 2010, in compliance with Staff and the Order adopted in Docket Nos. A-2010-2181491; 2010-218149 adopted September 2, 2010, entered September 3, 2010, I caused to be served a copy of replacement pages for the Competitive Local Exchange Carrier Services Tariff and Reseller Interexchange Toll Carrier Tariff of **tw telecom data services llc** upon the following, by first class mail, postage prepaid, or equivalent service:

Office of Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of the Attorney General  
Office of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

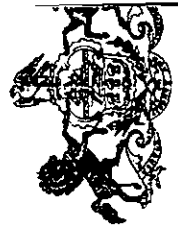
Ms. Stephanie Ulrich  
Verizon-Pennsylvania and Verizon-North  
Strawberry Square, 4<sup>th</sup> Floor  
Harrisburg, PA 17101



Shipping Department  
Technologies Management, Inc.

1-1-  
or fi  
e, UPS  
Cume:  
press  
ore th  
may b  
sider  
rify i  
the U  
ing  
ot re  
nform

**TO: CHIAVETA, R. PUC (CHI)**  
**Agency: PUC**  
**Floor:**  
**External Carrier: UPS**

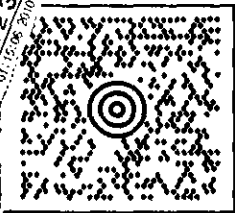


PA 17120-1003  
P: SILVER S: BBLUE I: B52  
54B-RDL  
1Z3750621369823351  
SHIP TO: PA 17120-1003

SHIPPING DEPARTMENT  
(407) 740-8575  
TECHNOLOGIES MANAGEMENT, INC.  
2600 MAITLAND CENTER PARKWAY  
MAITLAND FL 32751

0.9 LBS LTR 1 OF 1

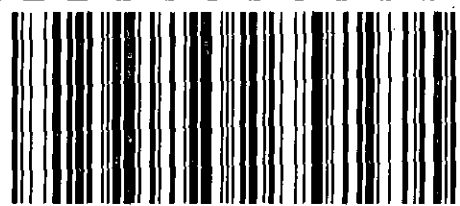
SHIP TO:  
ROSEMARY CHIAVETTA, SECERTARY  
PUBLIC UTILITY COMMISSION  
N201  
NORTH STREET  
MONWEALTH KEYSTONE BLDG.  
HARRISBURG PA 17120



PA 171 9-20



**UPS NEXT DAY AIR SAVER 1P**  
TRACKING #: 1Z 375 062 13 6982 3351



BILLING: P/P

REF 1:3963

HS 12.0.17 LP2844 09.0R 10/2010

SEE NOTICE ON REVERSE regarding UPS Terms and notices of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If imported from the US, shipper certifies that the contents, technology or software were exported from the US in accordance with the Export Administration Regulations. Otherwise, contrary to law is prohibited.