



May 5, 2011  
Via Overnight Delivery

Mr. Steven C. Reed, Secretary/General Counsel  
Missouri Public Service Commission  
Office of the Public Counsel  
200 Madison St., Suite 650  
Jefferson City, MO 65101-3254

**RECEIVED<sup>3</sup>**

**MAY 6 2011**

*Records  
Public Service Commission*

**RE: tw telecom of kansas city llc  
Substitute Tariff Pages for Access Service Replacement Tariff- P.S.C. MO. No. 12  
JX-2011-0512**

Dear Mr. Reed:

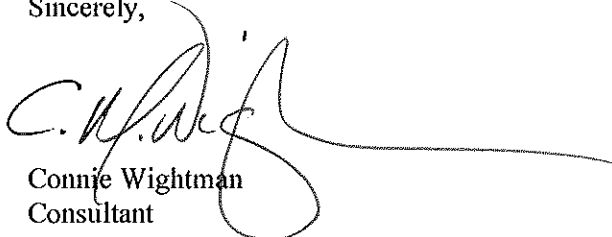
Enclosed for filing are the original and two (2) copies of substitute tariff pages to the above referenced access replacement tariff filed on behalf of **tw telecom of kansas city llc**. The enclosed pages reflect the changes requested by William Voight of Missouri Staff. The following pages are included in this filing:

Original Page 34  
Original Page 56  
Original Page 59

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

Any questions you may have regarding this filing may be directed to me at 407-740-3002 or via email 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: Office of Public Counsel  
file: tw telecom - MO -Access  
tms: MOa1103a

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ACCESS SERVICE TARIFF

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## SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

## 2.16 Taxes and Surcharges

## 2.16.1 Taxes, Fees and Surcharges

"Tax" or "Taxes" means any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed or sought to be imposed, on or with respect to purchases by Customer or for the Company's use of public streets or rights of way, which the Company is required or permitted by law or tariff to collect from Customer; provided, however, that the term "Tax" will not include any tax on the Company's corporate existence, status, income, corporate property or payroll taxes.

The Company shall bill any and all applicable taxes, surcharges and fees, including, but not limited to: Federal Excise Tax; State Sales Tax; Municipal Taxes; Gross Receipts Taxes; Telecommunications Relay Services (TRS); and any taxes, surcharges, fees, charges or other payments contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail. If Customer fails to pay any Taxes properly billed, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

If either Customer or the Company is audited by a taxing or other governmental authority, the other party will cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. The Company will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. Customer will ensure that no lien is attached to or allowed to remain on any asset of the Company as a result of any Tax contest. Customer will indemnify and hold the Company harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide the Company with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to the Company until it provides a valid exemption certificate. If applicable law exempts a service from a Tax, but does not also provide an exemption procedure, the Company will not collect such Tax if Customer provides a letter signed by one of its officers; (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold the Company harmless from any tax, interest, penalties, loss, cost or expense asserted against the Company as a result of its not collecting the Taxes from Customer.

ACCESS SERVICE TARIFF

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## SECTION 4 - RATES AND CHARGES, (CONT'D.)

## 4.1 Switched Access Service, (Cont'd.)

## 4.1.5 Switching, Transport and Network Elements

<u>Rate Element</u>	<u>Access Rate Per Minute of Use</u>
Carrier Common Line (Originating)	\$0.00838500
Carrier Common Line (Terminating)	\$0.01519300
Local Switching (Originating)	\$0.00822200
Local Switching (Terminating)	\$0.00822200

## 4.1.6 Switching and Transport Elements

<u>Transport</u>	<u>Access Rate Per Minute of Use</u> <u>(Originating and Terminating)</u>
- Termination (each), per minute	\$0.004919
- Facility, per minute per mile	\$0.000000
Interconnection Charge	This element is not applicable
Tandem Switching, per minute	\$0.000000

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ACCESS SERVICE TARIFF

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SECTION 5 - CUSTOMER SPECIFIC CONTRACTS

5.1 General

Customer Specific Contracts arrangements may be offered for special access service only. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Access Service Tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under this Access Service Tariff are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contract terms and conditions pursuant to this section are available to any similarly situated Customer that places an order within 90 days of the contract effective date.