

30-Day Filing ID #2834



Metropolitan Telecommunications

RECEIVED

March 4, 2011

MAR 9 7 2011

Ms. Brandy Darlington  
Telecommunications Division  
Indiana Utility Regulatory Commission  
101 West Washington Street, Suite 1500 East  
Indianapolis, IN 46204

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

**Re: Metropolitan Telecommunications of Indiana, Inc., d/b/a MetTel  
I.U.R.C. Tariff No. 2 – Access Services**

Dear Ms. Darlington:

Metropolitan Telecommunications of Indiana, Inc., d/b/a MetTel is filing with your office an original and two (2) copies of revisions to its I.U.R.C. Tariff No. 2 – Access Services.

Kindly stamp the extra copy of this filing and return it to our office in the envelope provided. Please do not hesitate to contact me should you have any questions. Thank you.

John Rossi  
MetTel – Regulatory Staff  
44 Wall Street, 6<sup>th</sup> Floor  
New York, NY 10005  
(212) 607-2016  
(212) 701-8346 Fax

**CHECK SHEET**

Sheets of this rate sheet are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original rate sheet and are currently in effect as of the date on the bottom of this sheet.

Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	21	Original	41	Original
2	1 <sup>st</sup> Revised*	22	Original	42	Original
3	Original	23	Original	43	Original
4	Original	24	Original	44	Original
5	Original	25	Original	45	Original
6	Original	26	Original	46	Original
7	Original	27	Original	47	1 <sup>st</sup> Revised*
8	Original	28	Original	48	Original
9	1 <sup>st</sup> Revised*	29	Original	49	Original
10	Original	30	Original	50	1 <sup>st</sup> Revised*
11	Original	31	1 <sup>st</sup> Revised*	51	1 <sup>st</sup> Revised*
12	Original	32	1 <sup>st</sup> Revised*	52	Original
13	1 <sup>st</sup> Revised*	33	Original	53	Original
14	1 <sup>st</sup> Revised*	34	Original	54	Original
15	1 <sup>st</sup> Revised*	35	Original	55	Original
16	1 <sup>st</sup> Revised*	36	1 <sup>st</sup> Revised*	56	Original
17	1 <sup>st</sup> Revised*	37	Original	57	1 <sup>st</sup> Revised*
18	1 <sup>st</sup> Revised*	38	Original		
19	Original	39	Original		
20	Original	40	Original		

**RECEIVED**

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

**SECTION 1 - DEFINITIONS, (Cont'd.)**

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Operating Company Number (OCN): A code used in the telephone industry to identify a telephone company.

(T)  
|  
(T)

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of or associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, furnishing, preemption, termination, maintenance, repair or restoration of any service or facilities of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption not to exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; criminal actions; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

(T)

(T)

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- C. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Carriers. (T)
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities or due to the unauthorized use of services from Customer premises. (T)

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

- E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of these provisions as a condition precedent to such installations.
- F. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other Carriers shall be deemed to be agents or employees of the Company.
- G. The Company shall be indemnified, defended and held harmless by the End-User against any claim, loss or damage arising from End-User's or others use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or using the service offered by the Company with facilities or equipment furnished by the End-User or others; or all other claims arising out of any act or omission of the End-User or others, in connection with any service provided by the Company pursuant to this tariff.

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS BUREAU

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- H. The Company shall be indemnified, defended and held harmless by the Carrier against any claim, loss or damage arising from the Carrier's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Carrier's own communications; patent infringement claims arising from the Carrier's combining or using the service offered by the Company with facilities or equipment furnished by the Carrier or another Carrier; or all other claims arising out of any act or omission of the Carrier in connection with any service provided pursuant to this tariff.
- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

(T)  
-----  
(T)

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

- J. The Company makes no warranties or representation, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- K. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- L. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, 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 service furnished by the Company at such locations.

(T)

(T)

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)18

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (cont'd.)

M. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

N.

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

(T)

(T)

RECEIVED

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

MAR 07 2011

2.4 Customer Equipment and Channels (Cont'd.)

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. 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. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company. Any objections to billed charges must be reported promptly to the Company.

(T)  
|  
|  
|  
(T)

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Payment Arrangements (Cont'd.)**

**2.5.2 Billing and Collection of Charges**

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period. Any known unbilled charges for prior periods and any known adjustments also will be applied to the current bill.

The Company shall present invoices for all Charges monthly to the Customer.

Customer bills for telephone service are due within 25 days of the invoice date. A customer is in default unless payment is made on or before the due date. If payment is not received by the customer's next billing date, a late payment charge of the greater of \$5.00 or 1.5% per month will be applied to all amounts previously billed under this Tariff, excluding current charges but including arrears and unpaid late payment charges.

In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Customer shall reimburse the Company for all such fees and expenses reasonably incurred. Such collection fees are separate and distinct from late payment charges.

If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

(T)  
-----  
(T)

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Refusal and Discontinuance of Service (cont'd.)

F. (cont'd)

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G.

(D)  
|  
|  
|  
(D)

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.2 Rate Categories

5.2.1 There are several rate categories which apply to Switched Access Service:

- Common Line
- Switched Transport
- End Office Switching
- Toll-Free 8XX Data Base Access Service
- Optional Features

(T)  
|  
|  
|  
(T)

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

RECEIVED

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

MAR 07 2011

5.4 Rates and Charges

5.4.1 Carrier Switched Access – Per Minute

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

Territory	AT&T	Frontier	Frontier	(T)/(R)
OCN	5080	0772, 0831	0779	
Carrier Common Line – Per Minute	\$0.0000000	\$0.0000000	\$0.0000000	
Switched Transport				
Tandem Switched Termination – Per Minute	-	\$0.0000000	\$0.0000000	
Zone 1	\$0.000103			
Zone 2	\$0.000103			
Zone 3	\$0.000105			
Zone 4	\$0.000107			
Zone 5	\$0.000109			
Tandem Switched Facility – Per Minute Per Mile	-	\$0.00000200	\$0.00000200	
Zone 1	\$0.000013			
Zone 2	\$0.000014			
Zone 3	\$0.000014			
Zone 4	\$0.000014			
Zone 5	\$0.000014			
Tandem Switching – Per Minute	-	\$0.0024000	\$0.0024000	
Zone 1	\$0.001118			
Zone 2	\$0.001151			
Zone 3	\$0.001155			
Zone 4	\$0.001291			
Zone 5	\$0.001856			
Common Transport Multiplexing – Per Minute	-	\$0.0000000	\$0.0000000	
Zone 1	\$0.000015			
Zone 2	\$0.000017			
Zone 3	\$0.000018			
Zone 4	\$0.000018			
Zone 5	\$0.000018			
Host Remote Termination – Per Minute	\$0.000410	N/A	N/A	
Host Remote Facility – Per Minute Per Mile	\$0.000021	N/A	N/A	
End Office Switching				
Local Switching – Per Minute	\$0.003116	\$0.0020889	\$0.0020889	
Common Trunk Port – Per Minute	\$0.000371	\$0.0007198	\$0.0008994	

(T)/(R)

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

---

SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.2 Toll-Free 8XX Data Base Query

	<u>Per Query</u>	(T)
<u>ATT former SBC Service Area – OCN 5080</u>	\$0.0023030	(T)/(I)
<u>Frontier Service Area – OCN 0772 and OCN 0831</u>	\$0.0090888	(T)/(I)
<u>Frontier Service Area – OCN 0779</u>	\$0.0089840	(T)/(I)

5.4.3 Switched Access Optional Features

*All Optional Features are offered on an Individual Case Basis (ICB).*

RECEIVED

MAR 07 2011

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

---

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041

SECTION 8 - MISCELLANEOUS SERVICES, (CONTD.)

RECEIVED

8.1 Wireless Termination Service, (cont'd.)

MAR 07 2011

8.1.9 Rates and Charges  
Rates for termination of IntraMTA Traffic

INDIANA UTILITY REGULATORY COMMISSION  
TELECOMMUNICATIONS DIVISION

(T)/(R)

Territory	AT&T	Frontier	Frontier
OCN	5080	0772, 0831	0779
Carrier Common Line – Per Minute	\$0.0000000	\$0.0000000	\$0.0000000
Switched Transport			
Tandem Switched Termination – Per Minute	-	\$0.0000000	\$0.0000000
Zone 1	\$0.000103		
Zone 2	\$0.000103		
Zone 3	\$0.000105		
Zone 4	\$0.000107		
Zone 5	\$0.000109		
Tandem Switched Facility – Per Minute Per Mile	-	\$0.00000200	\$0.00000200
Zone 1	\$0.000013		
Zone 2	\$0.000014		
Zone 3	\$0.000014		
Zone 4	\$0.000014		
Zone 5	\$0.000014		
Tandem Switching – Per Minute	-	\$0.0024000	\$0.0024000
Zone 1	\$0.001118		
Zone 2	\$0.001151		
Zone 3	\$0.001155		
Zone 4	\$0.001291		
Zone 5	\$0.001856		
Common Transport Multiplexing – Per Minute	-	\$0.0000000	\$0.0000000
Zone 1	\$0.000015		
Zone 2	\$0.000017		
Zone 3	\$0.000018		
Zone 4	\$0.000018		
Zone 5	\$0.000018		
Host Remote Termination – Per Minute	\$0.000410	N/A	N/A
Host Remote Facility – Per Minute Per Mile	\$0.000021	N/A	N/A
End Office Switching			
Local Switching – Per Minute	\$0.003116	\$0.0020889	\$0.0020889
Common Trunk Port – Per Minute	\$0.000371	\$0.0007198	\$0.0008994

(T)/(R)

Issued: March 7, 2011

Effective:

Issued by:

David Aronow, President  
55 Water Street, Fl 31  
New York, New York 10041