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PUBLIC SERVICE COMMISSION

John Rossi  
55 Water Street, 31<sup>st</sup> Floor  
New York, New York 10005  
(T) 212-607-2016  
jrossi@mettel.net

April 26, 2012

Mr. Darrell Nitschke, Executive Secretary  
North Dakota Public Service Commission  
600 E Boulevard Avenue – State Capitol  
Bismarck, ND 58505-0480

**Re: Metropolitan Telecommunications of North Dakota, Inc. d/b/a MetTel  
Tariff No. 2 – Competitive Access Provider Services**

Dear Mr. Nitschke,

Enclosed please find for filing an original and one (1) copies of Metropolitan Telecommunications of North Dakota, Inc.'s Competitive Access Provider Services Tariff Number 2. The specific pages modified are:

- |               |                                  |             |                                  |
|---------------|----------------------------------|-------------|----------------------------------|
| • Check Sheet | 2nd Revised, Page 2              | • Section 2 | 1 <sup>st</sup> Revised, Page 32 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 9  | • Section 2 | 1 <sup>st</sup> Revised, Page 33 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 13 | • Section 2 | 1 <sup>st</sup> Revised, Page 37 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 14 | • Section 5 | 1 <sup>st</sup> Revised, Page 51 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 15 | • Section 8 | 1 <sup>st</sup> Revised, Page 55 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 16 | • Section 8 | 1 <sup>st</sup> Revised, Page 56 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 17 | • Section 8 | 1 <sup>st</sup> Revised, Page 57 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 18 | • Section 8 | 1 <sup>st</sup> Revised, Page 58 |
| • Section 2   | 1 <sup>st</sup> Revised, Page 31 |             |                                  |

The purpose of this filing is to comply with the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 issued November 18, 2011 ("the Order") and to conform some of the terms and conditions to our FCC and other state tariffs.

I have enclosed a copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions, or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

  
John Rossi, MetTel Regulatory Staff

Enclosures  
cc: S. Vogel, CMO

1 PU-12-164 Filed: 4/30/2012 Pages: 18  
Competitive Access Provider Services Tariff No. 2

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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**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	2 <sup>nd</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	Original
8	Original	28	1 <sup>st</sup> Revised	48	Original
9	1 <sup>st</sup> Revised*	28.1	Original	49	Original
10	Original	28.2	Original	50	Original
11	Original	28.3	Original	51	1 <sup>st</sup> Revised*
12	Original	29	1 <sup>st</sup> Revised	52	Original
13	1 <sup>st</sup> Revised*	30	Original	53	Original
14	1 <sup>st</sup> Revised*	31	1 <sup>st</sup> Revised*	54	Original
15	1 <sup>st</sup> Revised*	32	1 <sup>st</sup> Revised*	55	1 <sup>st</sup> Revised*
16	1 <sup>st</sup> Revised*	33	1 <sup>st</sup> Revised*	56	1 <sup>st</sup> Revised*
17	1 <sup>st</sup> Revised*	34	Original	57	1 <sup>st</sup> Revised*
18	1 <sup>st</sup> Revised*	35	Original	58	1 <sup>st</sup> Revised*
19	Original	36	Original		
20	Original	37	1 <sup>st</sup> Revised*		
		38	Original		
		39	Original		
		40	Original		

\*- indicates pages included in this filing

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Issued: April 26, 2012

Issued by:

David Aronow, President  
Metropolitan Telecommunications of Wyoming, Inc.  
55 Water Street – Floor 31  
New York, New York 10041

Effective: July 1, 2012

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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**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.

**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.

**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.

**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).



COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- 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
- 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

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- 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  
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- 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 the provisions of this Section 2.1.4.F as a condition precedent to such installations. T
- 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. T

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- 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.
  
- 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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

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| 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      |
| 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.   | T<br>T |
| 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.             | T      |

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

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

- 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
- 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 in compliance with the criteria set forth in Section 2.1.6 following, 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. T

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

**2.4 Customer Equipment and Channels (Cont'd.)**

**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.

**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.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

**2.5.2 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.

- (B) The Company shall present invoices for 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.
- (C) When service does not begin on the first day of the billing period, or end of the last day of the billing period, 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 Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

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

**2.5.2 Billing and Collection of Charges (Cont'd)**

- (E) 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.

- (F) The Customer should notify the Company of any complaints and/or billing disputes on an invoice at:

Metropolitan Telecommunications of Wyoming, Inc.  
55 Water Street – Floor 31  
New York, New York 10041  
(877) 638-8351

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If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure.

COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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**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.

**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.

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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

**5.4 Rates and Charges**

5.4.1 Blended Carrier Switched Access

Originating	\$0.0368700
Terminating	\$0.0197800

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COMPETITIVE ACCESS PROVIDER SERVICES TARIFF

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)**

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**SECTION 8 - MISCELLANEOUS SERVICES, (CONT'D.)**

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