

RHODE ISLAND TELECOMMUNICATIONS TARIFF

OF

Metropolitan Telecommunications of Rhode Island, Inc.  
d/b/a MetTel

44 Wall Street, 6<sup>th</sup> Floor, New York, New York 10005

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICE

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Issued: February 15, 2005

Effective: January 15, 2005

Issued by:

Andoni Economou, Vice President  
Metropolitan Telecommunications of Rhode Island, Inc.  
d/b/a MetTel  
44 Wall Street, 6<sup>th</sup> Floor  
New York, New York 10005

### CHECK SHEET

The Sheets 1 through 53 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	31	Original
2	18 <sup>th</sup> Revised*	32	Original
3	Original	33	Original
4	1 <sup>st</sup> Revised	34	Original
5	Original	35	4 <sup>th</sup> Revised*
6	Original	36	11 <sup>th</sup> Revised*
7	Original	37	10 <sup>th</sup> Revised
8	Original	38	11 <sup>th</sup> Revised
9	Original	39	11 <sup>th</sup> Revised
10	Original	40	7 <sup>th</sup> Revised
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	5 <sup>th</sup> Revised
15	Original	45	Original
16	Original	45.1	Original
17	Original	45.2	3 <sup>rd</sup> Revised
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	1 <sup>st</sup> Revised	51	Original
24	Original	52	Original
25	Original	53	6 <sup>th</sup> Revised
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

\*Revised pages included in this filing.

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N  
N

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or 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 that material has been **moved** from another tariff location.
- (N) To signify a **new** rate, regulation condition or Sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

## TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
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  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet 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 this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

## **APPLICATION OF TARIFF**

This tariff contains the rates applicable to the provision of intrastate, local exchange telecommunications services by Metropolitan Telecommunications of Rhode Island Inc. d/b/a MetTel (“MetTel”) between various locations within the State of Rhode Island.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs or service accordingly.

### Add:

The addition of a vertical service to existing equipment and/or service at one location.

### Business Service:

A service which conforms to one (1) or more of the following criteria:

- A. used primarily for a paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

### Called Station:

The terminating point of a call (i.e., the called number).

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Calling Card:**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**CENTREX:**

CENTREX is a Local Exchange Service in which the switching is done at the Central office and calls are routed directly to stations. CENTREX lines are associated with a telephone number and each line is directly connected to the Central Office.

**Change:**

Includes the rearrangement or reclassification of existing service at the same location.

**Channel:**

A communications path between two or more points of termination.

**CO**

Central Office

**Commission:**

Rhode Island Public Utilities Commission

**Company:**

Metropolitan Telecommunications of Rhode Island, Inc. d/b/a MetTel

## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

### Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

### Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

### Holidays:

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

### Hunting:

Routes a call to an idle station line in a prearranged group when the called station is busy.

### Kbps:

Kilobits per second, denotes thousands of bits per second.

**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**LATA:**

A Local Access and Transport Area (“LATA”) is a geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Move:**

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building.

**PBX:**

A private branch exchange.

**Premises:**

A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**Station:**

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

**Subscriber:**

See “Customer” definition.

**Trunk:**

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating within the state of Rhode Island.
- 2.1.2. Company is a facilities-based provider of telecommunications to Customers for their direct transmission and reception of voice, data and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### **2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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## **SECTION 2 – RULES AND REGULATIONS, Continued**

### **2.2. LIMITATIONS, Continued**

- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

### **2.3. USE**

- 2.3.1 Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, as well as the services requested and evidence of the customer's ability to be billed via the internet and to pay via major debit or credit card using the internet.

## **SECTION 2 – RULES AND REGULATIONS, Continued**

### **2.3. USE, Continued**

- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.

### **2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.

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**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.2. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.3. Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.4. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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## **SECTION 2 – RULES AND REGULATIONS, Continued**

### **2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.6. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.7. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Rhode Island law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.8. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.9. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including 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 the Customer's agent, to the Company's network.

2.4.10. With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
  
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff, the Customer agrees to the release of such information under the above provision.
- 2.4.15. The Company will 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 will not be liable for any delays in commencing service to any Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance, or liable for damages arising out of any failure or malfunction, of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will 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; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

**2.6. CUSTOMER RESPONSIBILITIES**

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

## **SECTION 2 - RULES AND REGULATIONS, Continued**

### **2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.
- 2.6.4. In the event Company incurs fees or expenses, including attorney's fees, to collect; or attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's service, the Company shall charge customer all such fees and expenses, including Company's reasonable attorney's fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements.
- 2.6.5. In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

### **2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. INTERRUPTION OF SERVICE, Continued**

2.7.2. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7.4. Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by any underlying carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.

## **SECTION 2 - RULES AND REGULATIONS, Continued**

### **2.8. RESTORATION OF SERVICE**

2.8.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.

2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

### **2.9. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days), except in the case of any partial first or last month of service.

### **2.10. PAYMENTS AND BILLING**

2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly basis. The Company will render such monthly invoice in electronic or paper form at the Company's sole discretion. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.

2.10.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used. It is contemplated that payment be done electronically, with payment made by means of the Customer's credit card, or other similar mechanism approved by the Company. In the sole discretion of the Company, payments may be made by check.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING, Continued**

2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance contained in Section 2.15.

2.10.4. A charge of \$35.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

2.10.5. Billing disputes should be addressed to METROPOLITAN TELECOMMUNICATIONS CORPORATION OF RHODE ISLAND D.B.A. METTEL. The Company may be reached at 1-877-638-2491. The mailing address for the Company appears below.

MetTel	
55 Water Street.	T
32 <sup>nd</sup> Floor	
New York, New York 10041	T

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. PAYMENTS AND BILLING, Continued**

2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Rhode Island Public Utility Commission for its investigation and decision.

The address and telephone number of the Commission are:

Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, Rhode Island 02888

Telephone: (401) 941-4500



**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY**

2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.11.2. Company may discontinue service according to the following conditions upon ten (10) days' written notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's tariff; or
- C. For Customer's breach of the contract for service between the Company and Customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

## **SECTION 2 - RULES AND REGULATIONS, Continued**

### **2.11. CANCELLATION BY COMPANY, Continued**

- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive, and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

### **2.12. ADVANCED PAYMENTS AND DEPOSITS**

The Company does not require an advanced payment or deposit from the Customer, but reserves the right to collect advanced payments and deposits, as necessary. The Company reserves the right to examine the credit record of all service applicants and require a service deposit when determined to be necessary to assure future payment. The Company may require a deposit from the Customer in accordance with P.U.C. Residential Collection Procedures for Telecommunication Service Providers. Any requests for service deposits may be provided via the internet and may be paid with a credit card or debit card via the internet.

### **2.13. INTERCONNECTION**

- 2.13.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. 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 and 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. If the Customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.

## **SECTION 2 - RULES AND REGULATIONS, Continued**

### **2.13. INTERCONNECTION, Continued**

- 2.13.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

### **2.14. METPAK ADVANTAGE PLANS**

- 2.14.1 MetPak Advantage Plans provide a choice of unlimited calling plans for a fixed monthly fee, in addition to the monthly charge for basic dial tone service. There are three plans to choose from: (1) unlimited local calling, (2) unlimited local and regional toll calling and (3) unlimited local, regional toll and long distance calling. In addition, for Business Message Rate lines, the MetPak Plus Advantage Plan provides for the combination of one of the unlimited calling plans with a set of popular call management features.
- 2.14.2 MetPak Plus Advantage Plans (for POTS lines only) include one of the above plans in 2.20.1 preceding and all of the following features for a fixed monthly fee of \$10.00 per line; Anonymous Call Rejection, Caller ID with Name, Call Forwarding, Three-Way Calling, Speed Dialing 8, Unlimited \*69 Call Return and \*66 Repeat Dial.
- 2.14.2 Only one plan can be ordered per individual line.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.14. BUSINESS RULES FOR METPAK ADVANTAGE PLANS,  
Continued**

- 2.14.3 These calling plans are only available on MetTel Business Message Rate POTS and Centrex Lines on the UNE-Platform. The MetPak Plus Advantage plans are only available on MetTel Business POTS lines on the UNE-Platform. Lines on Resale are not eligible for these plans. The price of a POTS or Centrex line is not included in the plan.
- 2.14.4 The Unlimited Calling Plans are available to business customers, who at the time they order these plans have no more than 25 voice grade lines for all BTNs per service address. Eligible customers may order the Unlimited Plans on a maximum of 10 lines per service address. Business customers with multiple service addresses may order the Unlimited Plans subject to the preceding eligibility requirements.
- 2.14.5 Customers must use MetTel as their local, regional toll and long distance carrier in order to qualify for these plans. If a customer PIC's "None" for regional and long distance, they will still qualify for the unlimited local plan. If they PIC "None" for long distance, they will still qualify for the unlimited local and regional plan or an unlimited local and a per minute MetTel regional calling plan.
- 2.14.6 These plans only apply to voice traffic for sent-paid, directly-dialed local, regional toll and domestic long distance calls, i.e., in-state and state-to-state. Calls to Internet Service Providers, which is non-voice information access traffic, are not covered under this plan. MetTel reserves the right to terminate the MetPak Advantage Plans for customers who use the service for non-voice traffic or with services or equipment as defined in this section.
- 2.14.7 These plans are not available for use with PBX Trunks, ground start lines or trunks, ISDN BRI or ISDN PRI Services, Digital PBX Trunk Services (T 1s), Remote Call Forwarding Service, Foreign Exchange Service, Coin or Pay Telephone Service, or for use with Predictive Dialers, Call Center operations or for Toll Free Services. Unlimited service will not be provided to customers with PBX or Key Systems who convert their trunks to POTS lines. This plan is not intended for customers with PBXs or Key Systems.

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Issued: February 15, 2005

Effective: January 15, 2005

Issued by:

Andoni Economou, Vice President  
Metropolitan Telecommunications of Rhode Island, Inc.  
d/b/a MetTel  
44 Wall Street, 6<sup>th</sup> Floor  
New York, New York 10005

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.15. LATE PAYMENT CHARGE**

- 2.15.1 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% or \$5.00, whichever is greater, will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- 2.15.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.15.3 Late payment charges do not apply to final accounts.

### **SECTION 3 - DESCRIPTION OF SERVICE**

#### **3.1. TIMING OF CALLS**

- 3.1.1. The Customer's usage charge is based on the actual usage of Company's service. Usage begins when the called number is answered and terminated when either party hangs up.
- 3.1.2. There is no billing for incomplete calls.

#### **3.2. SERVICE AREA**

- 3.2.1. Unless otherwise specified in this tariff, the exchange boundaries and rate centers are the same as those contained in Verizon's Tariffs.
- 3.2.2. The Company's description of service area in no way compels the Company to provide any service in an area where facilities or other extenuating factors limits the Company's ability to provide service.

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New York, New York 10005

### **SECTION 3 - DESCRIPTION OF SERVICE, Continued**

#### **3.3. LOCAL EXCHANGE SERVICE**

3.3.1. The Company's local exchange service provides a Customer with a voice-grade communications channel and unique telephone number address which enables the Customer to:

- place or receive calls to any calling station in the local calling area as defined in this tariff;
- access enhanced 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunication Relay Service.

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**SECTION 4 - RATES AND CHARGES**

**4.1. BUSINESS AND RESIDENTIAL CALL AREAS AND SERVICES**

Service is provided on a monthly basis and is available as either residence or business. Basic service is provided to each exchange on an unlimited and measured basis.

4.1.1 Rate Centers and Call Areas

<b>Rate Center</b>	<b>Rate Zone</b>	<b>Additional Exchange, Zone and Locality Areas Included in the Local Service Area</b>
BLOCK IS	A	Carolina, Narragansett, Westerly
BRISTOL	D	North Swansea MA Locality, Portsmouth, Providence Zone, Seekonk MA Locality, Tiverton, Warren
CAROLINA	A	Block Island, Hope Valley, Narragansett, Pawcatuck, CT (Exchange of the Southern New England Telephone Company), Westerly
CENTREDALE	F	Cumberland Hill, Pascoag, Pawtucket, Providence Zone, Scituate, Seekonk MA Locality, Southgate MA Locality, Woonsocket
COVENTRY	E	Greenwich, Hope Valley, North Kingstown, Providence Zone, Scituate, Seekonk MA Locality, Warwick, West Warwick
CUMBLND HL	F	Blackstone MA Locality, Centredale, Pascoag, Pawtucket, Providence, Seekonk MA Locality, Southgate MA Locality, Woonsocket



**SECTION 4 - RATES AND CHARGES**

4.1.1 Rate Centers and Call Areas, continued

Rate Center	Rate Zone	Additional Exchange, Zone and Locality Areas Included in the Local Service Area
GREENWICH	E	Coventry, North Kingstown, Providence Zone, Seekonk MA Locality, Warwick, West Warwick
HOPEVALLEY	B	Carolina, Coventry, Narragansett, North Kingstown, Pawcatuck, CT (Exchange of the Southern New England Telephone Company), Westerly
JAMESTOWN	B	Narragansett, Newport, North Kingstown, Portsmouth
LTLCOMPTON	B	Fall River, MA, Newport, Portsmouth, Tiverton, Westport MA
NARRAGNSTT	A	Block Island, Carolina, Hope Valley, Jamestown, North Kingstown, Westerly Jamestown, Little Compton, Portsmouth, Tiverton
NEWPORT	A	Coventry, Greenwich, Hope Valley, Jamestown,
NO KINGSTN	B	Narragansett, Warwick Centredale, Cumberland Hill, Scituate,
PASCOAG	A	West Gloucester, Woonsocket
PAWTUCKET	F	Centredale, Cumberland Hill, Providence Zone, Seekonk MA Locality, Southgate MA Locality, Woonsocket

**SECTION 4 - RATES AND CHARGES**

4.1.1 Rate Centers and Call Areas, continued

Rate Center	Rate Zone	Additional Exchange, Zone and Locality Areas Included in the Local Service Area
PORTSMOUTH	A	Bristol, Jamestown, Little Compton, Newport, Tiverton, Warren
PROVIDENCE	F	Bristol, Centredale, Coventry, Cumberland Hill, Greenwich, North Swansea MA Locality, Pawtucket, Rehoboth MA, Scituate, Seekonk MA Locality, Southgate MA Locality, Warren, Warwick, West Warwick
SCITUATE	D	Centredale, Coventry, Pascoag, Providence Zone, Seekonk MA Locality, West Warwick
TIVERTON	C	Bristol, Fall River MA, Little Compton, Newport, Portsmouth, Warren
W WARWICK	E	Coventry, Greenwich, Providence Zone, Scituate, Seekonk MA Locality, Warwick
WARREN	D	Bristol, North Swansea MA Locality, Portsmouth, Providence Zone, Seekonk MA Locality, Tiverton
WARWICK	E	Coventry, Greenwich, North Kingston, Providence Zone, Seekonk MA Locality, West Warwick
WESTERLY	A	Block Island, Carolina, Hope Valley, Narragansett, Pawcatuck, CT (Exchange of the Southern New England Telephone Company)
WGLOCESTER	n/a	North Thompson CT, Pascoag, Putnam, CT
WOONSOCKET	C	Blackstone MA Locality, Centredale, Cumberland Hill, Pascoag, Pawtucket

## SECTION 4 - RATES AND CHARGES

### 4.1.2. Description of Calling Plans

- A. The **Flat-Rate** plan provides unlimited local calling for a set rate. Unlimited business service is no longer offered, however existing customers may continue this service.
- B. The **Message** Rate plan has a fixed charge for each local call.

### 4.1.3. Service Charges

A. Order Charges

	<u>Residence</u>	<u>Business</u>
To install a network access line	\$33.83	\$63.95
To change the grade or class of service or to change from residence to business and vice versa	\$23.88	\$25.95
To change a telephone number	\$22.69	\$32.95

B. Premises Visit Charge

Business and Residence	Rate
First 15 Minutes	\$15.30
Additional 15 Minutes	\$6.84

C. Other Service Charges, per account

	Residence	Business
Restoral of Service	\$16.91	\$32.95
Temporary Suspension	\$7.32	\$17.95

D. Maintenance Charges

No Trouble Found (Dispatch to Central Office)	
Business	\$250.00 (I)
Residence	250.00 (I)

**SECTION 4 - RATES AND CHARGES, Continued**

4.1.3. Service Charges, Continued

No Trouble Found (Dispatch to Customer Premises)

Business	\$250.00
Residence	250.00

No Trouble Found (No Access to Network Interface per Dispatch)

Business	\$250.00 (I)
Residence	250.00 (I)

	Residence	Business
E. Change of Service Charge – per line	\$24.75 (I)	\$24.75 (I)
F. Features – Add/Change/Delete – per order	\$15.00	\$24.00

4.1.4. Business Measured Rate Lines and Trunks

	Lines	Trunks
Business Measured Rate Line or PBX Trunk -MTM	\$49.68	\$49.68
Business Measured Rate Line or PBX Trunk- 12M	\$40.24	\$43.72
Business Measured Rate Line or PBX Trunk- 24M	\$37.76	\$42.72
Business Measured Rate Line or PBX Trunk- 36M	\$35.92	\$41.23

Business Unlimited (**Available to existing customers only**) <sup>1</sup>

	MTM	12M	24M	36M
Line - Rate Group A	\$43.06	\$34.88	\$33.94	\$32.84
Line - Rate Group B	48.73	39.47	38.41	37.17
Line - Rate Group C	51.70	41.87	40.74	39.43
PBX Trunk - Rate Group A	64.59	56.84	55.55	53.61
PBX Trunk - Rate Group B	73.10	64.33	62.87	60.67
PBX Trunk - Rate Group C	77.54	68.24	66.69	64.36

<sup>1</sup> Unlimited Local Service not available in Rate Group D, E or F areas.

4.1.5. Business Usage

First Minute - Measured Usage Exchanges <sup>1</sup>	\$0.1710
Local Usage – Additional minute	\$0.0360

<sup>1</sup> First minute includes \$.0143 per message charge;

4.1.6. Residential Lines

Individual Line	Flat Rate Monthly	Message Service Monthly
Rate Class A	\$15.30	\$9.17
Rate Class B	\$15.94	\$9.17
Rate Class C	\$16.26	\$9.17
Rate Class D	\$18.62	\$9.17
Rate Class E	\$19.65	\$9.17
Rate Class F	\$19.76	\$9.17

**SECTION 4 - RATES AND CHARGES, Continued**

4.1.7. Residential Usage

Local Usage Allowance – Minutes – Monthly – Per line	90
Local Usage Allowance – Lifeline customers only – Minutes – Monthly – Per line	180
Local Usage – Per additional minute	\$ 0.0370

4.1.8. Direct Inward Dialing (DID), Automatic Identified Outward Dialing, Toll Access

	<b>Monthly Charge</b>	<b>NRC</b>
<b>DID Station Numbers</b>		
100 DID Station Numbers	\$36.75	\$6.10
<b>DID Trunk Termination</b>		
First 10 Trunks, Each*	\$105.96 (I)	\$46.65
Additional Trunks, Each*	\$52.98 (I)	\$46.65
Automatic Identified Outward Dialing (AIOD)*	\$41.30 (I)	\$26.80
One Time Charge – Per PBX trunk group equipped for AIOD	0	\$233.20

\*DID and AIOD Trunk Termination discounts of 12%, 14% and 17%, for 12M, 24M and 36M terms, respectively, are available with PBX Trunks under a similar term contract.

4.1.9. Custom Calling Features

<b>Feature Name/Description</b>	<b>Res. Monthly</b>	<b>Bus. Monthly</b>
Call Waiting	\$10.99	\$12.50 (I)
Talking Call Waiting	\$4.00	-
Call Forwarding	\$10.99	\$17.00 (I)
Call Forwarding Busy Line	\$5.50	\$6.00 (I)

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**SECTION 4 - RATES AND CHARGES, Continued**

4.1.9 Custom Calling Features, Continued

<b>Feature Name/Description</b>	<b>Res. Monthly</b>	<b>Bus. Monthly</b>
Call Forwarding Don't Answer	\$5.50	\$8.50 (I)
Call Forwarding Busy Line/Don't Answer	\$6.00	\$10.50 (I)
Three-Way Calling	\$10.00	\$10.75 (I)
- Per Activation	\$0.75	\$2.00
- Usage Capped	\$6.00	\$10.00
Speed Dialing – 8 Code	\$10.99	\$7.70 (I)
Speed Dialing – 30 Code	\$8.00	\$10.50 (I)
Remote Call Forwarding	-	\$51.92 (I)
Distinctive Ring Service 1 Number	\$10.99	\$9.50 (I)
Distinctive Ring Service 2 Number	\$10.99	\$11.50 (I)
Busy Redial *66	\$4.95	\$9.98
- Per Activation	\$0.75	\$2.00
- Usage Capped	\$4.95	\$9.00
Caller ID Number Only	\$10.99	11.50 (I)
Call Trace		
- Per Activation	\$3.40	\$3.25
- Usage Capped	\$13.60	\$13.00
Anonymous Call Rejection	\$7.00	\$5.00 (I)

**SECTION 4 - RATES AND CHARGES, Continued**

4.1.9 Custom Calling Features, Continued

<b>Feature Name/Description</b>	<b>Res. Monthly</b>	<b>Bus. Monthly</b>
Caller ID with Name	\$10.99	\$17.50 (I)
Call Waiting ID With Name	\$12.99	\$11.50 (I)
Call Waiting ID Deluxe With Name	\$12.99	\$11.50 (I)
Call Intercept	\$10.99	\$10.99
Call Return *69	\$10.00	\$5.00 (I)
- Per Activation	\$0.75	\$2.00
- Usage Capped	\$6.00	\$8.00
*69 and Busy Redial *66 (T)	\$10.50	\$5.45 (I)
Block *69		\$0.75
Block Call Trace		\$0.50
Block Busy Redial		\$0.75

4.1.10 Additional Charges – Listings

	<b>Residence</b>	<b>Business</b>
Additional Listing Rec	\$3.75	\$6.00
Non-published Rec	\$5.25	\$6.25
Non- directory Listed Service Fees	\$3.75	\$5.25

4.1.11 Additional Charges – Directory Assistance and Operator Services

	<b>Rate</b>
Busy Line Verification, each Request	\$3.75

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**SECTION 4 - RATES AND CHARGES, Continued**

4.1.11 Additional Charges – Directory Assistance and Operator Services, Continued

Busy Line Interrupt, w/Verification	\$3.75
Directory Assistance	\$2.99 (Business) I
	\$2.99 (Residence)
Call Connect	\$0.35
N-411	\$2.49

**4.2. MESSAGE TELECOMMUNICATIONS SERVICE (MTS)**

4.2.1. Business

Intrastate IntraLATA

Month-to-Month	<u>Smart Cents Plan</u>
First Minute	\$0.079 - \$0.089
Additional Minutes	\$0.079 - \$0.090

Term Commitments	
12, 24 and 36 months	<u>Exact Rate Plans</u>
Per Minute	\$0.049 - \$0.089

Without MetTel Long Distance	
12, 24 and 36 months	<u>Exact Rate Plans</u>
Per Minute	\$0.049 - \$0.089

4.2.2. Residence

Intrastate IntraLATA

Month-to-Month	<u>Smart Cents Plan</u>
Any time of day, per minute	\$0.079 - \$0.089

Term Commitments	
12, 24 and 36 months	<u>Exact Rate Plans</u>
Per Minute	\$0.059 - \$0.089

Without MetTel Long Distance	
12, 24 and 36 months	<u>Exact Rate Plans</u>
Per Minute	\$0.079 - \$0.089



**SECTION 4 - RATES AND CHARGES, Continued**

**4.3. DIGITAL PBX TRUNKS**

Customers are provided T1 connection that combines a Digital Port and DS1 Digital Transport Facility. The Digital Port provides 24 individual trunks.

MetPath™ Digital PBX Service with Unlimited Local Calling (includes a DS1Port with 24 Channels – DID, DOD or 2 Way Trunks and DS1 Digital Transport Facility. Does not include FCC End User Line or Port Charge.)

	<u>Monthly</u>	
Each DS-1, 12 Months	\$643.61	
Each DS-1, 24 Months	543.61	
Each DS-1, 36 Months	443.61	
	<u>NRC 1<sup>st</sup></u>	<u>NRC Additional</u>
Each DS-1, 12 Months	\$750.00	\$500.00
Each DS-1, 24 Months	500.00	300.00
Each DS-1, 36 Months	300.00	250.00

**4.4. ISDN PRI**

Integrated Services Digital Network Primary Rate Interface (ISDN PRI) Service provides a customer with the capability for simultaneous voice and data and for inward and outward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises. The service complies with industry standards for twenty-three (23) Bearer Channels at 64Kbps each and one (1) Data Channel at 64Kbps. It is a digital service offering available to business customers.

MetPath™ ISDN PRI with Unlimited Local Calling (includes PRI Digital Port, Transport Facility, PRI/DID Trunk Package and Calling Line ID. Does not include FCC End User Line or Port Charge.)

	<u>Monthly</u>	
Each PRI, 12 Months	\$799.00	
Each PRI, 24 Months	699.00	
Each PRI, 36 Months	599.00	
	<u>NRC 1<sup>st</sup></u>	<u>NRC Additional</u>
Each PRI, 12 Months	\$750.00	\$500.00
Each PRI, 24 Months	500.00	300.00
Each PRI, 36 Months	300.00	250.00

**SECTION 4 - RATES AND CHARGES, Continued**

4.4 ISDN PRI, Continued

4.4.1 MetPath™ ISDN PRI and DS1 with Unlimited Local Calling and Bundled Toll Long Distance Service\*

(PRI Port, 23B+D with 24 Channels and DS1 Digital Transport Facility, includes Inbound Calling Line ID-Name and Number and Call-by-Call Selection. DS1 Port with 24 Channels – DID, DOD and/or 2 Way Trunks and DS1 Digital Transport Facility. Does not include FCC End User Line or Port Charge.)

	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Unlimited Local and 5,000 Toll/LD MOUs	\$939.00	\$839.00	\$739.00
Unlimited Local and 10,000 Toll/LD MOUs	1079.00	979.00	879.00
Unlimited Local and 15,000 Toll/LD MOUs	1219.00	1119.00	1019.00
Unlimited Local and 30,000 Toll/LD MOUs	1639.00	1539.00	1439.00
Unlimited Local and 50,000 Toll/LD MOUs	2199.00	2099.00	1999.00
Unlimited Local and 100,000 Toll/LD MOUs	3599.00	3499.00	3399.00

\*Additional minutes over allowance are \$0.049 per minute.

## SECTION 4 - RATES AND CHARGES, Continued

### 4.5. DEFINITIONS OF RATE CLASSES

Portions of an exchange or zone may be placed in a rate group different from the remainder of its exchanges or zone, due to availability of municipal calling service.

<b>Exchange Rate Group</b>	<b>Total Main Exchange Lines in Local Service Area</b>
Group A	75,000
Group B	75,001-125,000
Group C	125,001-175,000
Group D	175,001-300,000
Group E	300,001-340,000
Group F	340,001-450,000

### 4.6. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

### 4.7. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

### 4.8. DISCOUNTS

For purposes of packaging services, the Company offers discounts from the rates set forth in this tariff on an individual case basis. The amount, type and duration of any discounts may vary by Customer. In no event are rates charged to any Customer higher than the rates set forth in this tariff.

## SECTION 4 - RATES AND CHARGES, Continued

### 4.9. METPAK ADVANTAGE PLANS

MetPak Advantage Plans provide Businesses the opportunity to customize flat rate calling plans for their local and regional calling needs. The plans are only available on Business Measured Rate and Centrex lines.

All rates are per line, per month.

	<u>MTM</u>	<u>12</u> <u>Month</u>	<u>24</u> <u>Month</u>	<u>36</u> <u>Month</u>
Unlimited Local Calling	\$37.50	\$35.65	\$34.90	\$33.40
Unlimited Local and Regional	\$44.00	\$41.80	\$40.95 (I)	\$39.15

### 4.10. METPAK ADVANTAGE PLUS PLANS

MetPak Advantage Plus Plans mirror the MetPak Advantage Plans, additionally the following features are included for each line equipped with the offer. Service pertains to Business Measured Rate lines only.

Anonymous Call Rejection, Call ID with Name, Call Waiting, Call Forwarding, Three-Way Calling, Speed Dialing 8, Unlimited \*69 Call Return and \*66 Repeat Dialing.

	<u>MTM</u>	<u>12</u> <u>Month</u>	<u>24</u> <u>Month</u>	<u>36</u> <u>Month</u>
Unlimited Local Calling	\$47.50 I	\$45.65 I	\$44.90 I	\$43.40 I
Unlimited Local and Regional	\$54.00 I	\$51.80 I	\$50.95 I	\$49.15 I

### 4.11. SERVICE ORDER CHARGE

#### 4.11.1 General

A Service Order Charge is a non-recurring charge which applies to each order to change existing service at the same location, or to disconnect service in whole or in part, subject to the exceptions listed below.

## SECTION 4 - RATES AND CHARGES, Continued

### 4.11.2 Exceptions to the Charge

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

When a Connection Charge, Restoral Charge, Change of TN Charge, or Primary Interexchange Carrier Charge applies to a particular customer order, a separate Service Order Charge doesnot apply to the customer's request for supplemental services or features encompassed by that order.

The Company may from time to time waive or reduce the charge as part of a promotion.

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment; or (e) to disconnect service in whole or in part.

### 4.12. TERMINATION OF SERVICE CHARGES

Services provided in this tariff which are under a Term Commitment Agreement are guaranteed against Company initiated rate increases for the duration of the Agreement. If a customer discontinues service, in whole or in part, before the expiration of the Agreement, the customer is liable for a termination of service charge. Unless otherwise specified in the tariff, the termination charge will be calculated as follows:

The average of the sum of all line charges on all previous Company invoices to the customer for each month the agreement was in service, multiplied by the number of months remaining on the term agreement.

## SECTION 4 – RATES AND CHARGES, Continued

### 4.13 Subscriber Intrastate Access Service

#### 4.13.1 General Description

The Subscriber Intrastate Access Service provides interconnected access to the local public switched telephone network so that local exchange customers can make and receive calls to and from the customers of other carriers within the state.

#### 4.13.2 Limitations

(A) A telephone number is not provided with Subscriber Intrastate Access Service.

(B) Detail billing is not provided with Subscriber Intrastate Access Service.

(C) Directory listings are not included with Subscriber Intrastate Access Service.

(D) Intercept arrangements are not included with Subscriber Intrastate Access Service

#### 4.13.3 Undertaking of the Company

The Company will provide Subscriber Intrastate Access Service to each Customer that subscribes to its local exchange service.

#### 4.13.4 Term of Service

Subscriber Intrastate Access Service shall be coterminous with the Company's local exchange service, and the Subscriber Access Charge shall apply for each telephone line or service as defined herein for all periods in which Customer subscribes to local exchange service from the Company.

#### 4.13.5 Rate Regulations

(A) If Customer is eligible to receive prorated credit for their associated local exchange service, such as for network outages or suspension or termination of service, the Subscriber Access Charge will be prorated or credited in the same manner consistent with the terms of this tariff and any contract. No other credits are available for Subscriber Intrastate Access Service.

(B) When Customer is provided more than one local business exchange service in a state, the Subscriber Access Charge Multi-line Business Subscriber rates are assessed for each line.

(C) The Subscriber Access Charge, as set forth in 4.13.6 following, will be billed to the end user subscriber of the associated local exchange service, including, where applicable, a reseller of the associated local exchange service, in which case the reseller shall be deemed an end user for purposes of application of such charges.

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**SECTION 4 – RATES AND CHARGES, Continued**

**4.13 Subscriber Intrastate Access Service, continued**

4.13.5 Rate Regulations, continued

(D) For each local exchange service provided as remote call forwarding business service under the Local Exchange Service Tariff or Product Guide, the Subscriber Access Charge does not apply.

(E) Services subject to the Subscriber Access Charge hereunder shall not be liable for the End User Common Line Charge (EUCL), if any, set forth in Section 9.7(A) of Company's interstate access tariff, Tariff FCC No. 1.

4.13.6 Rates

<b>Business Customer Service Type</b>	<b>ILEC AREA/OCN</b>
	Verizon / 5114
Single Line Local Exchange Service	7.50
Multi-line Local Exchange Service	8.38 (I)
Centrex	8.38 (I)
Trunk	8.38 (I)
PRI	41.90 (I)
T-1/Digital PBX	201.12 (I)
BRI	8.00 (I)

## **SECTION 5 – SPECIAL SERVICES AND PROGRAMS**

### **5.1. LIFELINE TELEPHONE SERVICE**

#### 5.1.1. Description

- A. Lifeline provides for a reduction in the monthly rate for one exchange service line for eligible residence customers. The Telephone Company will provide through Lifeline, rate payer funded assistance to eligible customers. Eligible customers include recipients of the following programs.
1. General Public Assistance (GPA)
  2. Aid to Families with Dependent Children (AFDC)
  3. Supplemental Security Income (SSI)
  4. Aid from the Rhode Island Medical Assistance Program (MAP)
  5. Food Stamps (FDST)
  6. Assistance from the Low Income Home Energy Assistance Program (LIHEAP)
  7. Rhode Island Pharmaceutical Assistance to the Elderly (RIPAE)
- B. Eligibility will be determined by the relevant government agency in accordance with guidelines on file with the agency. Upon receipt of eligibility certification by said agency or its designee, the Telephone Company will provide a reduction as specified as follows.
1. A reduction applies to the monthly rate for one residence exchange service line furnished to an eligible residence exchange service customer. This reduction may be applied to the monthly rate for the following services.
  2. One- or two-party exchange service.
- C. A monthly local usage allowance applies to Lifeline customers who subscribe to measured service.



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**SECTION 5 – SPECIAL SERVICES AND PROGRAMS, Continued**

**5.1. LIFELINE TELEPHONE SERVICE, Continued**

5.1.2. Description, Continued

- D. A Lifeline service customer may voluntarily choose to block toll calls and access to interexchange carriers. Blocking is provided to Lifeline customers without charge.
1. An eligible customer who elects toll blocking shall not be required to provide a service deposit to initiate Lifeline credit.
  2. The service of an eligible customer receiving the Lifeline credit may not be disconnected for non-payment of toll charges unless a waiver of this provision is granted by the PUC.

5.1.3. Rates

	<b>Monthly Reduction</b>
Unlimited- consisting of \$3.50 of state support and \$4.35 of additional federal support	\$7.85
Measured- consisting of \$2.25 of state support and \$2.89 of additional federal support	\$5.17

## **SECTION 5 – SPECIAL SERVICES AND PROGRAMS, Continued**

### **5.2. LINK UP AMERICA**

#### **5.2.1. Description**

Link Up America is a connection assistance plan that provides reduced connection charges for low income households, for one telephone line per household at the principal place of residence. The applicant must satisfy certain income tests established by the appropriate State of Rhode Island agency, which then notifies the Telephone Company that the subscriber is certified as eligible to participate in the program.

In order to qualify for connection assistance unless the applicant is more than 60 years old, the applicant must not be a dependent for federal income tax purposes.

The reduction in connection charges provided by this program is applicable only to the service and equipment charge to install a network access line. The reduction is equal to one-half of such amount, not to exceed thirty dollars.

#### **5.2.2. Rates**

The Link Up America Program provides for a 50% discount on the Service Order Charge and the Central Office Exchange Access Line Charge associated with the connection of a new residence exchange access line as specified in 4.1. Total amount of discount may not exceed \$30.00 as prescribed by FCC order. The remaining portion of the charges will be billed in 12 monthly installments with no interest charges billed to the Link Up customer.

## SECTION 6 – PAYPHONE

### 6.1. PAYPHONE

PAL service for use with Customer Owned Coin Operated/Coinless Telephones (COCOT) is a class of main telephone exchange service offered to business customers for use by the general public or the combined use of the customer and his patrons. PAL service is provided from the Telephone Company's central office up to and including the network interface located at the customer's premises or other customer-arranged location and is provided only where suitable central office facilities are available. Customers with PAL service are subject to all tariff regulations which apply to customers with one party measured business service. The customer is responsible for all rates and charges originating from or accepted at this service.

#### 6.1.2 Rates

	<b>Monthly Recurring</b>	<b>NRC</b>
Public Access Line Service	\$25.91	See Business Rates

## SECTION 7 – CENTREX SERVICES

### 7.1 Centrex Service - Description

Centrex may be either ground start or loop start. Centrex is a central-office based system that allows individual lines, belonging to a single customer, to exchange calls between stations (station-to-station dialing) as well as place calls external to the system. Lines are equipped with a variety of standard features and customers may subscribe to additional, optional features.

**Centrex with Dial 9** is available under term offerings of 1, 2 and 3 years. Customers are required to dial the preface of 9 for calls outside of the system.

**Centrex with Assume Dial 9** - Centrex with Assume Dial 9 lines cannot be equipped with station-to-station dialing.

#### 7.1.1 Standard Features

**Standard Features** provided on all lines, include the features described and listed below.

**Call Forwarding Busy Line** permits calls attempting to terminate to a busy line to be forwarded to a preselected telephone number. The telephone number may be outside the Centrex system where facilities permit.

**Call Forwarding Don't Answer** provides for the forwarding of any incoming calls to a preselected telephone number when the called line does not answer. The telephone number may be outside the Centrex system where facilities permit.

**Call Forwarding** allows line to have incoming calls forwarded to another line within the system or to a telephone number outside the system.

**Call Hold** enables a line user to place a call on hold for any length of time provided that neither party goes on-hook.

**Call Pickup Group** allows a line user to answer incoming calls to another line within the Centrex system by dialing a special code. One or more call pickup groups may be established.

**Call Transfer All Calls** allows a line user to transfer any established call to another line inside or outside the customer group without the assistance of an attendant.

## SECTION 7 – CENTREX SERVICES, Continued

### 7.1.1 Standard Features, Continued

**Conference Calling** enables a line user to establish voice connection involving the customer and two other parties. The line user, by switchhook operation is able to place an existing call on hold and dial the telephone number of a third-party, affecting a three-way call.

**Hunting** permits the routing of calls to an idle line in a prearranged group when the called line is busy.

**Touch Tone** provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

### 7.1.2 Optional Features, Continued

**Optional Features** are available with Centrex subject to the availability of facilities and are as follows.

**Automatic Callback** enables a line user calling a busy line within the system to be automatically connected to the called line when the line becomes idle.

**Call Waiting Terminating** permits a line user to receive an audible tone to indicate an incoming call is waiting, if the called line is busy. This feature may be arranged to allow a line to receive Call Waiting treatment only on incoming DID calls.

**Directed Call Pickup With Barge In** permits a line user to answer a call ringing on another line in the Centrex group by dialing a code. If the called line has already been answered, the initiating line may barge in to the answered call and be connected to a three-way call.

**Directed Call Pickup Without Barge In** permits a line user to answer a call ringing on another line in the Centrex group by dialing a code.

**Inside/Outside Ringing** provides a unique pattern of ringing to permit the line user to distinguish between intra-group and DID calls.

## SECTION 7 – CENTREX SERVICES, Continued

### 7.1.2 Optional Features, Continued

**Speed Dialing Single-Digit** allows a line user to call a predesignated seven or ten-digit telephone number by dialing a valid single-digit dialing code. The customer changeable speed dialing list furnished contains either six or eight codes depending on serving facilities.

**Speed Dialing Two-Digit** allows a line user to call a predesignated seven or ten-digit telephone number by dialing a valid two-digit dialing code. The customer changeable speed dialing list furnished contains 30 codes.

**Trunk Answer Any Line** permits any line user within a group to dial a code and be connected to an incoming call to the listed directory number of the system.

### 7.1.3 Application of Rates

**Measured Service**— All local messages are provided at the appropriate local usage charges for measured business main telephone exchange service. Local usage rates apply to intrasystem calls for Centrex systems with the Assume dial 9.

**Exchange Access**— Included in the monthly rates for main station lines are amounts that are attributable to exchange access.

**Non-Recurring Charges** are one time charges that are applicable for the installation of Centrex service and for subsequent additions or changes of class of service and appear in this tariff.

### 7.1.4 Activation of Features

**Standard Features** may be activated at the time each line is installed or may be added or changed subsequently. When standard features are activated or changed by the Company at the customer's request subsequent to installation of the line, additional non-recurring charges are applicable.

**Optional Features**— Nonrecurring charges apply on a per feature line basis.

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**SECTION 7 – CENTREX SERVICES, Continued**

7.1.5 Regulations

**Discontinuance of Service**— Service may be discontinued at any time during a term commitment period. The customer will be billed early termination charges as stated in Section 4 of this tariff.

**Expiration**— At the expiration of a system's term commitment period, if service is not discontinued, a new term commitment may be elected for the system in accordance with the terms and conditions applicable to a new system, except that any one time or nonrecurring charges previously paid do not apply. Service may be continued on a month-to-month basis without a term commitment at the Month-To-Month rate.

**Temporary Suspension of Service**— Centrex lines are not subject to the provisions of temporary suspension of service.

**Minimum Service Period**— The minimum service period for any Centrex system provided under Term Commitment is 12 months.

**Conclusion of a Term Commitment** – At the expiration of a system’s term commitment period, if service is not discontinued; a new term commitment may be elected for the system in accordance with the terms of the new plan. Service may be continued on a month-to-month basis without a term commitment at the effective month-to-month rate appearing in 7.1.6.

7.1.6 Rates

Dial 9 Centrex

MTM	\$34.22 (I)
12M	\$34.22 (I)
24M	\$34.22 (I)
36M	\$34.22 (I)

Assume Dial 9 Centrex

MTM	\$58.59 (I)
36 Months	\$58.59 (I)