# TARIFF SCHEDULE APPLICABLE TO

LOCAL EXCHANGE SERVICES, WITHIN THE DISTRICT OF COLUMBIA ISSUED BY

#### METTEL TELECOMMUNICATIONS OF D.C., LLC

This tariff contains the rates applicable to the furnishing of local exchange telecommunications services provided by Metropolitan Telecommunications Corporation of District of Columbia, LLC d/b/a MetTel ("MetTel") within the District of Columbia. This tariff is on file with the District of Columbia Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 55 Water Street, 32<sup>nd</sup> Floor, New York, New York 10041.

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# CHECK SHEET

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<sup>\*-</sup> Denotes new or revised page with this filing.

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# **EXPLANATION OF SYMBOLS**

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

\*- Denotes new or revised page with this filing.

#### TARIFF FORMAT

- A. Page numbering Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Page revision numbers Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)

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D. Check Sheet - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, 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. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

# **SECTION 1.APPLICATION OF TARIFF**

This tariff sets forth rules applicable to the provision of local exchange telecommunications business services within the District of Columbia.

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New York, New York 10041

#### **SECTION 2. DEFINITIONS**

**Accessories** - Devices which are mechanically attached to, or used with, the facilities furnished by a telephone company and which are independent of, and not electrically, acoustically, or inductively connected to the conductors in the communications path of a telephone company's facilities.

**Advance Payment** - Part or all of a payment required before the start of Service.

**Applicant** - An individual or concern making application to the Company for communications service under this tariff.

**Application** - Refers to an application made by a prospective Subscriber to the Company under which services for communication between specified locations, for designated periods, and for the use of the Subscriber specifically named in the application are to be furnished in accordance with the provisions of this tariff.

**Authorized User** - A person, firm or corporation, which is authorized by the Subscriber to be connected to the service of the Subscriber. An authorized user must be specifically named in the application for service.

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier** - An entity, other than the Company, that provides telecommunications service.

Commission - Public Service Commission of the District of Columbia.

**Company** - Metropolitan Telecommunications of D.C.,LLC unless specifically stated otherwise.

**Company Network** - The array of communications services which the Company has purchased from an Underlying Carrier and uses to provide services to Subscribers under this tariff.

**Connecting Arrangement -** Denotes equipment provided by a telephone company to accomplish the direct electrical connection of Subscriber-provided facilities with the facilities of the telephone company.

#### **SECTION 2. DEFINTIONS**

**Customer** - The person, firm or corporation which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Direct Inward Dialing (DID)** - Routes incoming calls directly to stations.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

**End Office** - The switching system office or serving wire center where loops are terminated for purposes of interconnection to each other and/or to trunks.

**End User** - A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

**End User Premises Equipment** - Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

**Exchange Access Line** - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

**FCC** - Federal Communications Commission.

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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

#### SECTION 2. DEFINTIONS

**Incomplete** - Any Call where voice transmission between the Calling and Called station is not established.

**Interrupted Service** - That portion of service provided to a Subscriber or Authorized User for which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

**Message** - A completed telephone call by a Customer or User.

Network - The facilities of an Underlying Carrier.

**Normal Business Hours** - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**Non-Recurring Charges** - Charges to the Subscriber for services and equipment assessed by the Company once usually at the origination or termination of services and equipment. Abbreviated in this tariff as NRC.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate Center** - For private line service, denotes a specified geographical location, generally a main central office of an exchange from which mileage measurements are made for the application of interexchange mileage rates.

**Recurring Charges** - The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service. Abbreviated in this tariff as REC.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**Services** - The services, or combination thereof, offered by the Company and contained in this Tariff.

**Service Order** - The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

#### SECTION 2. DEFINITIONS

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** – Customer or any authorized person or entity that utilizes the Company's services.

- 3.1 <u>Undertaking of the Company</u>
- 3.1.1 The Company provides facilities-based and resold local exchange telecommunications service to Customers for the direct transmission of voice, data and other types of telecommunications.
- 3.1.2 As set forth in Section 4, the Company's local service territory mirrors certain of the local exchanges of the incumbent carrier, Verizon D.C.
- 3.1.3 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 3.1.4 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 3.1.5 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 1-877-638-8351. Customers wishing to communicate with the Company in writing may send correspondence to: Metropolitan Telecommunications of D.C., LLC d/b/a MetTel, 55 Water Street, Floor 32, New York, New York 10041.
- 3.2 Limitations of Service

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- 3.2.1 Service is offered subject to the availability of facilities and provisions of his tariff.
- 3.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.

- 3.2 Limitations of Service (Continued)
- 3.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 3.2.5 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 3.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 3.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 3.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 3.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.
- 3.3 <u>Limitations of Liability</u>
- 3.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 3.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.

- 3.3 <u>Limitations of Liability (Continued)</u>
- 3.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 3.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 3.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
- 3.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
- 3.3.4.C. Any unlawful or unauthorized use of the Company's facilities and s services;
- 3.3.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
- 3.3.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
- 3.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 3.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 3.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.

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3.3	Limitations	of Liability	(Continued)
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- 3.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, except where damage is due to the gross negligence of the Company, its contractors or authorized agents.

  3.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 3.3.4.K Any noncompleted calls due to network busy conditions; and
- 3.3.4.L Any calls not actually attempted to be completed during any period that service is unavailable.
- 3.3.5 The User shall reimburse the Company for all costs and expenses incurred by the Company in its defense against claims set forth in Section 3.3.4.
- 3.3.6 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 3.3.7 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (90) days after the date of the occurrence that gave rise to the claim.
- 3.3.8 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 3.3.9 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge assessed on the Customer for the time period in which the service giving rise to the claim occurred.

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- 3.4 <u>Responsibilities of the Customer</u>
- 3.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 3.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 3.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 3.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 3.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 3.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 3.4.7 Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action 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, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse

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# 3.4 <u>Responsibilities of the Customer (Continued)</u>

# 3.4.7 (Continued)

the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in its defense against such actions.

#### 3.5 Interruptions of Service and Credit Allowances

A credit A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative.

- 3.5.1.A Credit allowances do not apply to interruptions:
  - 1) caused by the Customer, any End User or any third party;
  - 2) due to failure of power or equipment provided by the Customer or others
  - 3) during any period in which the Company is not given access to the Premises
  - 4) due to scheduled maintenance and repair; or
  - 5) due to Acts of God or other events listed in section 3.3.3.4.B preceding.

# 3.5.1.B Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge. Length of Service Interruption Credit

<u>Length of Service Interruption</u>	<u>Credit</u>
- Less than 4 hours	None
- 4 hours up to but not including 8 hours	1/3 of day
- 8 hours up to but not including 12 hours	1/2 of day
- 12 hours up to but not including 16 hours	2/3 of day
- 16 hours up to 24 hours	one day

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#### Interruption of Service and Credit Allowances (Continued)

#### 3.5.1.B (Continued)

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no even shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

3.5.1.C Interruptions over Twenty-Four (24) Hours
Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed for any period of twenty-four hours.

# 3.5.2 Application of Credits for Interrupted Services

- 3.5.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on a case-by-case basis.
- 3.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 3.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

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#### 3.5.3 Limitations on Allowances

3.5.3.A	No credit allowance will be made for any interruption of service:
3.5.3.A.1	due to the negligence of, or noncompliance with the provisions of this
	tariff by, any person or entity other than the Company, including but not
	limited to the Customer or other entities or carriers connected to the
	service of the Company;
3.5.3.A.2	due to the failure of power, equipment, systems or services not provided
	by the Company;
3.5.3.A.3	due to circumstances or causes beyond the control of the Company;
3.5.3.A.4	during any period in which the Company is not given full and free access
	to the Customer's or Company's facilities and equipment for the purpose
	of investigating and correcting the interruption;
3.5.3.A.5	during any period in which the User continues to use the service on an
	impaired basis;
3.5.3.A.6	during any period in which the Customer has released service to the
	Company for maintenance purposes or for implementation of a Customer
	order for a change in service arrangements;
3.5.3.A.7	that occurs or continues due to the Customer's failure to authorize
	replacement of any element of special construction; and
3.5.3.A.8	that was not reported to the Company within thirty (30) days of the date
	that service was affected.

#### 3.6 Termination of Service

3.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences: Customer non-compliance with Commission regulations; failure of the Customer to adhere to contractual obligations, or failure of the Customer to permit the Company to have reasonable access to its equipment. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; or the Customer's unauthorized or illegal use of the Company's service or equipment.

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#### 3.6. Termination of Service (Continued)

#### 3.6.1 (Continued)

Notwithstanding Section 3.6.1, nonpayment of competitive, unregulated services will not result in disconnection of a Customer's basic local exchange telephone service. The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees) incurred by the Company in collecting such charges.

# 3.7 <u>Payment of Charges</u>

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- 3.7.1 The Customer is responsible for payment of all charges for service furnished to it by the Company.
- 3.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries any principal owing from the prior billing period. Any charges not paid in full within twenty (20) days of the mail due date indicated on the billing statement may be subject to a late payment penalty. The late payment penalty will be that portion of the payment not received by the due date on the bill, minus any changes billed as local taxes, multiplied by 1.5%.
- 3.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately 30 days in length. Customers must notify the Company either verbally or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Customer is not required to pay any disputed charges during the time period in which the Company conducts its investigation into the matter.

#### 3.8 Deposits

The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months usage. Payment of a deposit by the Customer does not relieve the Customer of the responsibility to make timely payments on the account with the Company. The Company will pay interest on deposits held longer than 90 days, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Commission shall notify the Company in January of each year of the interest rate prevailing for that year. At the option of the Customer making a security deposit, the Company will annually make either direct payment to the Customer of all accrued interest, or shall credit same to the Customer's account. Customer deposits may be refunded by a utility at any time. Customer deposits will not be held longer than two years provided the Customer has established satisfactory credit during the period.

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Replacing Original Page No. 22

#### SECTION 3. RULES AND REGULATIONS

# 3.9 Reserved for Future Use



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#### 3.10 <u>Contested Charges</u>

Customers seeking to dispute and contest charges may do so, consistent with the paragraphs detailed in 3.10.1 and 3.10.2.

- 3.10.1 First, the Customer may request, and the Company will provide, 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.)
- 3.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file an appropriate complaint with the District of Columbia Public Service Commission.

  The address of the Commission is:

717 14th Street, N.W. Suite 200 Washington, DC 20005 (202) 626-5100

#### 3.11 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, 911 taxes, Local Number Portability, Telecommunications Relay Service and Rights of Way fees are billed as separate items and are not included in the quoted rates for local exchange or long distance telecommunications service.

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# 3.12 <u>700/900 Blocking Options</u>

700/900 Blocking Options are arrangements which prevent a Customer from accessing 700 and/or 900 service telephone numbers. 700/900 Blocking Options are provided only on Local Exchange Service individual dial tone lines, PBX trunks, and Centrex lines and SEATS. 700/900 Blocking Options are only offered where the customer's serving central office is equipped with electronic switching equipment capable of providing this service. Customers may elect to block calls to 700 service telephone numbers only, 900 service telephone numbers only, or both 700 and 900 service telephone numbers.

There are no charges associated with 700/900 Blocking Options.

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# 4.1 <u>Timing of Calls</u>

Issued by:

The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.

- 4.1.1 No charges apply if a Call is not completed.
- 4.1.2 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum call duration is 1 minute for a connected call.
- 4.1.3 Where applicable, charges will be rounded up to the nearest penny.
- 4.1.4 Usage begins when the called party picks up the receiver (*i.e.* when two-way communication is possible). A Call is terminated when the calling or called party hangs up. The Company utilizes software answer supervision, which permits up to 60 seconds of ringing before the Call becomes billed usage. Where answer supervision is not available, any Call for which the duration exceeds 60 seconds shall be presumed to have been answered and becomes billed usage.
- 4.1.5 The Company will not knowingly charge for Incomplete Calls. Upon the Customer's request and proper verification, the Company shall promptly adjust or credit the Customer's account for charges or payments for any unanswered call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision. Upon the Customer's request and proper verification, the Company also shall promptly adjust or credit the Customer's account for charges or payments for Calls placed to a wrong number.

# 4.2 <u>Start of Billing</u>

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

#### 4.3 Calculation of Distance

- 4.3.1 For measured rate service distance calculation, determine the rate distance between any two rate centers proceed as follows:
  - (a) Obtain the "V" and "H" coordinates for each rate center-- V&H Coordinates can be obtained either from the Company or Telcordia or other national telecommunication providers.
  - (b) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
  - (c) Divide each of the differences obtained in (b) by three, rounding each quotient to the nearer integer.
  - (d) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (c) by three and repeat step (d). Repeat this process until the sum of the squares obtained in (d) is less than 1778;
  - (e) The number of successive divisions by three in steps (c) and (d) determines the value of "N". Multiply the final sum of the two squares obtained in step (d) by the multiplier specified in the following table for this value of "N" preceding;

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

# 4.3 <u>Calculation of Distance (Continued)</u>

#### 4.3.1 (Continued)

(f) Obtain square root of product in (e) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (e) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

#### 4.4 Local Exchange Services

#### 4.4.1.A Basic Local Exchange Service – Business (C)

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network, which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling.

#### 4.4.1.B DID Trunks

DID Service provides for inward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises.

#### 4.4.1.C PRI

Primary Rate Interface (PRI) Service provides for inward and outward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises. It is a digital service offering.

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# 4.5 <u>Payphone Lines</u>

Pay Telephone Lines (PTL) are individual dial tone line Local Exchange services for use by pay phone service providers to connect coin, coinless or combination coin/coinless pay telephones to the Telephone Company's network.

# 4.6 <u>Directory Assistance</u>

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding customers in obtaining telephone numbers. When a party requests assistance in obtaining telephone numbers of customers who are located within the same local calling area as the number the party is calling from.

A maximum of two (2) telephone numbers per Customer may be requested per Call.

National 411 (N411) Service provides customers with the listings of individuals or businesses located outside the customer's local service area or NPA, but within the United States.

# 4.7 Directory Assistance Call Completion Service

Directory Assistance Call Completion ("DACC") service provides the Customer with the ability to use the directory assistance operator to connect the Customer with the party whose listing information the directory assistance operator has provided to the Customer. The Customer may be responsible for additional charges associated with certain types of calls that will be billed by the Company or another Carrier.

#### 4.8 Operator Services

4.8.1 Operator Assisted Charges: Operator Assisted Local Calls are placed within the Customer's local service area through a Company operator. Local message charges for calls placed through an operator will be charged the same as for local calls dialed direct by the Customer. Local message charges may be transferred or billed to the line called, or billed to a line other than the calling line or called line. Charges for local messages transferred to message rate service will not affect the normal message unit allowance applicable to such service.

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- 4.8 Operator Services (Continued)
- 4.8.2 Collect Call: A billing arrangement by which the charge for a call may be reversed, provided the charge is accepted at the called station.
- 4.8.3 Person-to-Person Service: A calling arrangement offered on both a customer-dialed and operator dialed basis whereby the person originating the call specifies to a carrier operator a person to be reached, or individual with whom to be connected, a particular mobile station to be reached through a miscellaneous common carrier operator, or a particular station, department, or office to be reached through a private branch exchange (PBX) attendant.
- 4.8.4 Station to Station: A calling arrangement whereby the completion of a call, (*e.g.*, collect, third party) is offered on both a customer-dialed and operator-dialed basis.
- 4.8.5 Third Party Billing: A payment arrangement which allows an End User to assign billing of a call to a telephone number which is different from the calling or called telephone number(s).
- 4.8.6 Operator-Dialed Calling Card Service: A call that is dialed by the operator and billed to a Calling Card.
- 4.8.7 Services involve live or automated operator assistance with the placement of Customers' telephone Calls and related information. The Company will provide access to Operator Services through arrangements with other telecommunications companies.
- 4.8.9 The following operator-assisted local calls are exempted from the service charge:
  - A) Calls to designated Company numbers for official telephone business
  - B) Emergency calls to recognizable authorized civil agencies
  - C) Those cases where a Company operator provides assistance to reestablish a call which has been interrupted after the calling number has been reached, reach the calling number where facility problems prevent customer dial completion, and/or place a non-coin, sent paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of said handicap.

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#### 4.9 <u>Verification and Busy Interrupt Service</u>

Upon request, subject to technical limitations, the Company's operator will verify that a conversation exists on a line and will interrupt a communication in progress to announce that someone is trying to call.

#### 4.10 <u>Directory Listings</u>

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings. Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. For business services, additional listing are available only in the name of an authorized user of the customer's service. Business additional listings are not permitted in connection with residence service. Business additional listings may be provided in connection with Joint User Service with one additional listing offered at no charge for each joint user on a customer's service.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the customer is not impaired. Where more than one line is required to properly list the Customer, there is no additional charge.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name or a listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party or is a contrived name used for advertising purposes, or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party.

#### 4.11 Non-Listed Telephone Number

At the customer's request, non-listed telephone service will be furnished which will provide for the omission or deletion of the customer's telephone number from the telephone directory. The telephone listing will be available through directory assistance and other records that will be given to any calling party.

#### 4.12 Non-Published Telephone Number

At the customer's request, a non-published telephone service will be furnished which will provide for omission or deletion of the customer's telephone number from the telephone directory and from the directory assistance records. The Company will make every effort to prevent disclosure of non-published numbers but will not be liable should such number be divulged inadvertently. When a call is placed to the Emergency 9-1-1 Service and the source of the call or the location of the call is associated with a nonpublished telephone number, the Company will release (to the appropriate local government authority responsible for the Emergency 9-1-1 Service), the name and address of the calling party and/or the name and address associated with the emergency location, where such information can be determined.

# 4.13 <u>911 Emergency Services</u>

# 4.13.1 <u>General</u>

Universal Emergency Number 911 Services provide the general public with the means of simple and direct telephone access to public safety answering points engaged in assisting local governments in protecting the safety and property of the general public. Enhanced Universal Emergency Telephone Number (E911Service) is a business telephone exchange communications service whereby any telephone user who dials 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered subject to availability of stored program control central office facilities. No charge applies for calls to the 911 number.

#### 4.13.2 <u>Regulations</u>

This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

911 or E911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purposes of responding to an emergency call in progress.

The 911 calling party, by dialing 911, waives the privacy afforded by nonlisted and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).

911 or E911 emergency telephone number service may be provided by the Company's underlying carrier.

After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

The Company assumes no liability for any infringement, or invasion of any right of privacy or any persons caused, or claimed to be caused, directly or indirectly by the use of 911 or E911 service. Under the terms of this Tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, 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. Under the

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# 4.13. 911 Emergency Services (Continued)

#### 4.13.2 <u>Regulations (Continued)</u>

terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend, and hold harmless the Company for any infringements of invasion of the right or 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 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911or E911 service hereunder, and which arise out of the negligence, or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or its agents.

# 4.14 <u>IntraLATA and InterLATA Presubscription</u>

# 4.14.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for IntraLATA or InterLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

#### 4.14.2 <u>Presubscription Charges</u>

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charges

Per business line, trunk, or port (C)

Initial Line, or Trunk or Port \$5.00 Additional Line, Trunk or Port \$5.00

#### 4.15 <u>Telecommunications Relay Services</u>

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll free 800 number or by dialing the 711 service access code.

#### 4.16 Miscellaneous Services

#### 4.16.A <u>Order Charge</u>

An Order Charge is a change in the Customer's service requested subsequent to installation.

#### 4.16.B <u>Telephone Number Charge</u>

A Telephone Number Charge is a change in the Customer's telephone number.

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#### 4.16 Miscellaneous Services (Continued)

#### 4.16.C <u>Bad Check Charge</u>

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Customer a returned check charge not to exceed \$40.00. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

#### 4.16.D Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

#### 4.16.E Promotions

From time to time, the Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for promotional, market research or other similar business purposes. No individual promotional offering will exceed six (6) months in duration, and any such offering will be extended on a non-discriminatory basis to any similarly-situated Customer, upon request. All promotional offerings, will either be tariffed, or outlined in a letter submitted with the Commission in lieu of tariffing the promotion.

#### 4.16.F Maintenance Service Agreement

The Company will assess no maintenance visit charges for any visits made to a Customer's premises by the Company for purposes of maintaining service or equipment provided to the Customer by the Company. A change may be imposed if a customers premise visit was scheduled and the customer does not keep scheduled appointment which results in Company being charged by its third party vendors.

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#### SECTION 4. DESCRIPTION OF SERVICES

# 4.16.F.1 <u>Maintenance of Service Charge</u>

A Maintenance of Service Charge applies when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

# 4.16.G Individual Case Billing 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 nondiscriminatory basis. ICB arrangements will be filed with the Communications Division of the Commission. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

#### 4.16.G.1 <u>U.S. General Services Administration (GSA)</u>

The Company entered into the Enterprise Infrastructure Solution (EIS) contract number GS00Q17NSD3007 with the U.S. General Services Administration (GSA). The contract provides for various business Services across various Switch Types, LATAs and vertical and horizontal loop distances. The EIS contract is a nationwide arrangement available to federal governmental entities or entities qualifying for purchase under the federal EIS contract as the case may be without a specific committed Service volume within the District of Columbia service area. The initial contract term is five (5) years. Rates and charges for all Services under the contract will be available to the public through the GSA eLibrary website at http://www.gsaelibrary.gsa.gov.

#### 4.16.H Special Assembly

The Company may provide local exchange service for a customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly. The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

M- Material originally on this page was moved to 1st Revised Page 36

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Issue by:

Andoni Economou, COO & EVP Metropolitan Telecommunications of D.C., LLC 55 Water Street, 32nd Floor New York, New York 10041

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#### SECTION 4. DESCRIPTION OF SERVICES

#### 4.16.I Special Construction

Subject to the agreement of the Company and to all of the regulations contained in This tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

Where the Company arranges for a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- non-recurring type charges;
- recurring type charges;
- termination liabilities: or
- combinations thereof, minus any credits for reuse, salvage, etc.

M- Material originally on this page was moved from 1<sup>st</sup> Revised Page 35

Issued: September 28, 2017 Effective: October 28, 2017

Issued by: Andoni E

#### 4.16 J Subscriber Intrastate Access Service (T)

#### **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.

#### 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

## **Undertaking of the Company**

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

#### **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.

#### **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.

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## 4.16 J Subscriber Intrastate Access Service (Continued)

## **Rate Regulations** (Continued)

- (C) The Subscriber Access Charge, as set forth in Rates 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.
- (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.

#### Rates

Issued by:

Business	ILEC AREA/OCN	
Customer	(T) Verizon former Bell	
Service Type	Atlantic/5020	
Single Line Local		(I
Exchange Service	5.48	
Multi-line Local		
Exchange Service	5.48	
Centrex	5.48	
Trunk	5.48	
PRI	27.40	
T-1/Digital PBX	131.52	
BRI	5.48	(1,

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Andoni Economou, COO & EVP Metropolitan Telecommunications of D.C., LLC 55 Water Street, 32nd Floor New York, New York 10041

## 4.17 <u>Service Area and Rate Groups</u>

The local service area is the same as that defined in Verizon – Washington., D.C., Inc. Local Exchange Services Tariff P.S.C.-D.C. No. 202. This area includes the District of Columbia and certain adjacent areas in Maryland and Virginia.

Exchange Exchanges and Zones in Local Service Area

WMEA (Washington Metropolitan Exchange Area) Alexandria-Arlington (Va.), Berwyn (Md.), Bethesda (Md.), Bowie-Glenn Dale (Md.), Capitol Heights (Md.), Clinton (Md.), Fairfax-Vienna (Va.), Falls Church-McLean (Va.), Hyattsville (Md.), Kensington (Md.), Layhill (Md.), Marlboro (Md.), Oxon Hill (Md.), Rockville (Md.), Silver

Spring (Md.) and Washington, D.C.

Washington Zone

Ashton (Md.), Braddock (Va.), Dulles (Continental Tel. Co. of Va.), Engleside (Va.), Gaithersburg (Md.), Herndon (Va.), Laurel (Md.) and Lorton (Continental Tel. Co. of Va.) exchanges, WMEA

## 4.18 Feature Definitions

<u>Call Block</u> is an arrangement which prevents future calls from up to six prespecified telephone numbers.

<u>Call Forwarding</u> is an arrangement whereby incoming calls may be forwarded/transferred to another telephone number.

<u>Call Trace</u> is an arrangement which permits the customer to trace the last call received.

<u>Call Waiting</u> is an arrangement whereby a customer is alerted, by means of a tone signal, when another caller is trying to reach that line.

<u>Caller ID</u> with Name is an arrangement which permits a customer to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed to the customer.

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#### 4.18 Feature Definitions (Continued)

<u>Caller ID with Number Only</u> is an arrangement which permits a customer to receive the calling telephone number associated with the calling telephone number for calls placed to the customer.

<u>Speed Dialing</u> allows a customer to program and frequently dialed numbers as abbreviated codes. A customer can store up to 8 numbers, or 30 numbers.

<u>Per Line Blocking</u> allows a customer the ability to block specific lines.

\*69/Call Return is an arrangement which provides the customer with an announcement of the last phone number that called them.

<u>Remote Call Forwarding</u> automatically forwards all incoming calls dialed to the Remote Call Forwarding telephone number to the terminating telephone number.

Preferred Telephone Numbers offer customers vanity numbers.

<u>Caller ID</u> is an arrangement which to receive the calling telephone number for calls placed to the customer.

<u>Distinctive Ring</u> is a feature which allows a customer to have up to three separate telephone numbers assigned to one local exchange line.

<u>Priority Call</u> is an arrangement which provides for one distinctive audible signal to the customer when a call is received from one of up to six prespecified telephone numbers.

\*66/Busy Redial is an arrangement which permits the customer to redial automatically the last number dialed.

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#### 4.18 Feature Definitions (Continued)

Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID with Name subscribers.

<u>Select Forward</u> is an arrangement which permits a customer to prespecify, up to a maximum of six, telephone numbers from which calls are to be forwarded.

<u>Three-way Calling</u> permits an existing call to be held and a second call to be established and added to the connection for conferencing.

<u>Ultra Forward</u> feature combines Call Forwarding with remote access capability.

<u>Hunting</u> is a service which routes incoming calls from a busy line to an idle line.

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#### SECTION 4. DESCRIPTION OF SERVICES

#### 4.19 MetPak Advantage Plans

Business Rules for MetPak Advantage Plans

- 4.19.1 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.
- 4.19.2 MetPak Plus Advantage Plans (for POTS lines only) include one of the above plans in 4.20.1 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.
- 4.19.3 Only one plan can be ordered per individual line.
- 4.19.4 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 at this time. The price of a POTS or Centrex line is not included in the plan.
- 4.19.5 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.
- 4.19.6 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.

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#### SECTION 4. DESCRIPTION OF SERVICES

Business Rules for MetPak Advantage Plans (Continued)

- 4.19.7 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.
- 4.19.8 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 (T1s), 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.

#### 4.20 ISDN Basic Rate Service

4.20.1 MetPath<sup>TM</sup> Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) provides a customer with the capability for simultaneous voice and data transmittal in compliance with industry standards for two (2) Bearer Channels at 64Kbps each and one (1) Data Channel at 16Kbps. It is a digital service offering available to business customers.

4.21 MetVoice Digital Centrex (T)

4.21.1 MetVoice Digital Centrex is a central office based system for business customers. The service combines central office switching for calls within the system, as well as calls placed to and from the public switched network. Centrex also provides customers with a variety of line and system related features for call management.

Issued: August 30, 2023 Effective: September 30, 2023

#### 4.22 Local Telecom Surcharge

## 4.22.1 Rate Regulations,

(A) Telecommunications rules and regulations allow Incumbent Local Exchange Carriers to increase rates to wholesale providers in the form of an additional surcharge per line. As a result of these rate increases, the Company will assess the Local Telecom Surcharge on all local exchange service lines provided by the Company. See table in paragraph 5.1,19 following for rates.

#### 4.23 Carrier Access Recovery Charge

#### 4.23.1 Rate Regulations,

(A) Customers assessed an Subscriber Intrastate Access Charge as specified in paragraph 4.16 J preceding will be assessed a flat-rated, monthly Carrier Access Recovery Charge (CARC). CARCs will be billed to the associated end user or reseller of the of the local exchange services except for those customers who participate in the Lifeline Assistance Program. See table in paragraph 5.1.19 following for rates.

#### 4.24 Regulatory Recovery Fee-State

#### 4.24.1 Rate Regulations,

(A) Regulatory Recovery Fee-State (RRF-S) is a charge assessed to recover the costs of state and local regulatory activities, including costs associated with compliance filings, payments to industry organizations for required services, legal expenses and employee salaries related to those Company regulatory activities. See table in paragraph 5.1.19 following for rates.

## 4.25 End User Port Charges

#### 4.25.1 Rate Regulations,

Certain local exchange services provided under the general and/or local exchange service tariffs are subject to End User Port Charges. These services include:

- Business Lines, Centrex Lines
- Integrated Services Digital Network (ISDN) Basic Rate and Primary Rate
- T-1 Digital PBX Services
- PBX Trunks

See table in paragraph 5.1.20 following for rates.

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## 4.26 Local Portability Charge

- 4.26.1 Rate Regulations,
- (A) Telecommunications rules and regulations require all local phone companies to provide "service provider number portability," which allows customers to retain their local phone number when switching companies to provide their local phone service. The Local Portability Charge (LPC) is used by telephone companies to recover the costs associated with the development, implementation, and operability of service provider number portability.
- (B) The Company will assess the Local Portability Charge (LPC) on all local exchange services. The LPC, as set forth below applies to all local exchange service lines provided by the Company. See table in paragraph 5.1.19 following for rates.

Issued: June 30, 2023 Effective: July 30, 2023

- 5.1 <u>Local Exchange Services</u>
- 5.1.1 Reserved for Future Use (N)
- 5.1.2 Business Lines and Trunks

Message
Rate Service
Individual Line, Individual Line, Per Month
MTM for Term Plan<sup>2</sup>
\$34.94 (I)

PBX Trunk, Per PBX Trunk, Per Month MTM for Term Plan<sup>3</sup> \$34.94 (I)

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<sup>&</sup>lt;sup>2</sup>The Monthly Line Rate will be discounted for 12, 24 and 36 Month Term Plans by 19, 24 and 28% respectively.

<sup>&</sup>lt;sup>3</sup>The Monthly Rate per Trunk will be discounted for 12, 24 and 36 Month Term Plans by 5, 7 and 10% respectively.

## 5.1.3 Reserved for Future Use (N)

## 5.1.4 Message Unit Allowance - Business

Individual Line, first and additional None Individual Line, Message "B" Service None

Per Message Unit \$0.1430 each

## 5.1.5 <u>Service Charges</u>

#### **Business**

New Line Installation - First Line	\$200.00 (I)
Each Additional Line/Trunk	\$200.00 (I)
Move Service - First Line (N)	\$200.00 (N/I)
Each Additional Line/Trunk (N)	\$200.00 (N/I)
Change of Service Chg. Per Line/Trk.	24.75
Record Order	31.50
Temporary Suspension	31.50
Restoral of Service	43.02
Premise Visit - First 30 Minutes	32.06
Each Additional 30 Minutes	22.00
Features-Add/Change/Delete-per order	31.50
Maintenance of Service Charge-per Line/Trk.	\$250.00

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## 5.1.5 <u>Service Charges (continued)</u>

P	<b>a</b> y	phor	<u>ie</u>	
_	_		_	

New Line Installation	\$146.00
Each Additional Line	146.00
Temporary Suspension	31.50

## 5.1.6 <u>Directory Listings – Business</u>

(C)

**Directory Listing** 

Charge for primary listing. \$0.00

Non Listed Number

Per Non Listed Number 2.25

Non Published Number

Per Non Published Number 4.00

(D) | (D)

Additional Directory Listing

Business Services, per

Additional listing 6.25

#### 5.1.7 <u>Directory Assistance – Business Local</u>

(T)

Direct Dialed Directory Assistance Service Calls,

per call \$2.99

Operator Placed Directory Assistance Service

Calls, per call \$6.80

Directory Assistance Allowance (C)

Number of Free Direct Dialed

Calls per month 0

Issued: August 30, 2023 Effective: September 30, 2023

#### Business (N)

## 5.1.8 <u>Directory Assistance – National</u>

National 411 Service, per call

\$2.99

## 5.1.9 Directory Assistance – Call Completion Service

Call Completion Service, per call completed

\$0.34

## 5.1.10 Operator Services

	(D)	<u>Bus</u>
Operator-serviced Calling Card		\$0.65
Operator dialed, Station to Station		3.95
Person-to-person		6.50
Corrections Facilities - Collect Call	(D)	1.75

## 5.1.11 Operator Services – Specialized

	(D)	Bus
Busy Line Verification, each request		\$2.05
Busy Line Verification with Interrupt, each request	(D)	5.00

## 5.1.12 DID Services \*\*

	<u>NRC</u>	<u>Monthly</u>
First 20 DID Line		
Numbers	\$20.00	\$19.62
Each Additional 20 DID		
Line Numbers	23.65	19.62
DID Central Office		
Trunk Connection*	108.00	18.13 <sup>1</sup>
*In addition rates and charge	es apply as specified for	or DRY trunks in this

<sup>\*</sup>In addition, rates and charges apply as specified for PBX trunks in this Tariff.

<sup>1</sup>The Monthly Trunk Connection Rate will be discounted for 12, 24 and 36 Month Term Plans by 5, 7 and 10% respectively.

\*\* Effective January 15, 2021, Direct Inward Dialing (DID) Service on analog trunks is no longer available. Moves, additions, or changes to subscriber's service will no longer be permitted.

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Effective: September 30, 2023

Issued by:

Andoni Economou, COO & EVP

Metropolitan Telecommunications of D.C., LLC

55 Water Street, 32nd Floor New York, New York 10041

New York, New York 10041

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5.1.13	ואט	CATUICA
2.1.12	1 1/1	DCI VICC

11110011100		
Primary Rate Access		
Facility, each	<u>NRC</u>	<u>Monthly</u>
Month-to-month	\$700.00	\$135.00
2-Year Contract	0	130.50
3-Year Contract	0	121.50
Standard		
<u>23B+D</u>	<u>NRC</u>	<u>Monthly</u>
Month-to-month	\$700.00	\$270.00
2-Year Contract	0	256.50
3-Year Contract	0	243.00
<u>24B</u>		
Month-to-month	\$700.00	\$270.00
2-Year Contract	0	256.50
3-Year Contract	0	243.00
23B + Back-up D		
Month-to-Month	\$700.00	\$315.00
2-Year Contract	0	301.50
3-Year Contract	0	283.50

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## 5.1.13 PRI Service (Continued)

**Optional Service Features** 

Packages

I and II

Features Package I

(Calling Line

Identification and Call-by-

Call Service

Selection), per PRI

Arrangement	<u>NRC</u>	<u>Monthly</u>
Month-to-month	\$100	\$135.00
2-Year Contract	0	130.50
3-Year Contract	0	121.50

Features Package II

(Calling Line

Identification with Name,

Redirecting

Number, Call-by-Call

Service

Selection), per PRI

Arrangement	<u>NRC</u>	<b>Monthly</b>
Month-to-month	\$100	\$211.50
2-Year Contract	0	202.50
3-Year Contract	0	193.50

Call-by-Call Service

Selection,

per PRI Interface

Arrangement	<u>NRC</u>	<u>Monthly</u>
Month-to-month	\$100	\$67.50
2-Year Contract	0	65.70
3-Year Contract	0	63.90

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Issued by: Andoni Economou, COO & EVP

New York, New York 10041

40.50

31.50

## SECTION 5. RATES AND CHARGES

## 5.1.13 PRI Service (Continued)

2-Year Contract

3-Year Contract

Calling Line Identification, per PRI Interface Arrangement Month-to-month 2-Year Contract 3-Year Contract	NRC \$100 0 0	Monthly \$90.00 85.50 81.00
Calling Line Identification, With Name per PRI Interface Arrangement Month-to-Month Option 2-Year Contract 3-Year Contract	NRC \$100 0	Monthly \$135.00 126.00 117.00
Modified Redirecting Number, per PRI Arrangement Month-to-month 2-Year Contract 3-Year Contract	NRC \$75 0 0	Monthly \$36.00 31.50 22.50
Redirecting Number, per PRI Arrangement Month-to-month	<u>NRC</u> \$75	Monthly \$45.00

Issued: September 27, 2004 Effective: September 28, 2004

0

0

9.00

## SECTION 5. RATES AND CHARGES

## 5.1.13 PRI Service (Continued)

3-Year Contract

Two B Channel Transfer	,
------------------------	---

per
-----

per		
PRI Arrangement	NRC	<u>Monthly</u>
Month-to-month	\$100	\$67.50
2-Year Contract	0	58.50
3-Year Contract	0	54.00
DID Trunk Package	NRC	Monthly
2-Yr. Contract	\$0	\$121.50
3-Yr. Contract	0	110.70
Non-Hunt Directory		
Number, per number	NRC	<b>Monthly</b>
Month-to-month	\$25	\$12.60
2-Year Contract	0	10.80

0

Effective: September 28, 2004 Issued: September 27, 2004

## 5.1.14 Payphone Service

	Recurring
Payphone/Coin Outgoing Only	\$16.72
Payphone/Coin Two Way	14.92
Payphone/NonCoin Outgoing Only	23.40
Payphone/NonCoin Two Way	21.60

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5.1.15 Optional Features

<u>(D)</u>	<u>Bus</u>
(D)	\$6.25
(D)	
	1.00
(D)	4.40
(D)	13.25
(D)	2.00
(D)	9.75
(D)	11.48
(D)	20.25
(D)	9.75
(D)	3.50
(D)	2.00
(D)	4.00
(D)	5.25
(D)	2.00
(D)	2.00
(D)	2.00
(D)	8.00
(D)	7.50
(D)	56.88
(D)	56.88
(D)	3.00
(D)	3.50
(D)	6.50
(D)	11.50
(D)	3.60
(D)	5.50
(D)	3.00
(D)	1.80
(D)	4.87
(D)	4.60
	(D)

Issued: August 30, 2023 Effective: September 30, 2023

N / - ... 41-1--

#### SECTION 5. RATES AND CHARGES

## 5.1.16 MetPak Advantage Plans

METPAK ADVANTAGE PLANS <sup>1.</sup>	<u>MTM</u>	<u>12M</u>	<u>24M</u>	<u>36M</u>
Unlimited Local Calling	\$37.50	\$35.63	\$34.88	\$33.38
Unlimited Local & Regional Calling	\$44.00	\$41.80	\$40.92	\$39.16
METPAK ADVANTAGE PLUS PLANS <sup>2.</sup>				
Unlimited Local Calling plus features	\$47.50	\$45.63	\$44.88	\$43.38
Unlimited Local & Regional Calling plus features	\$54.00	\$51.80	\$50.92	\$49.16

<sup>&</sup>lt;sup>1.</sup> Plans Available with POTS and Centrex Lines Only

#### 5.1.17 ISDN BRI \*\*

<u>Monthly</u>
\$23.39 (I)
5.99
5.99
3.85
\$0.143
0.020
16.83
\$0.008
51.27
\$0.004

Issued: January 23, 2023 Effective: February 23, 2023

<sup>&</sup>lt;sup>2</sup> Features on POTS only include: Anonymous Call Rejection, Caller ID with Name, Call Waiting, Call Forwarding, Three-Way Calling, Speed Dialing 8, Unlimited \*69 and \*66.

<sup>&</sup>lt;sup>1</sup>ISDN BRI rates are in addition to Business Message Rate or Centrex Line

<sup>&</sup>lt;sup>2</sup> Circuit-switched data calls will be billed on a local usage-sensitive basis as specified above. Toll charges will apply when circuit-switched data calls are made outside of the Local Service Area.

<sup>\*\*</sup> Effective January 15, 2021, Individual Line Business Basic Rate Interface (BRI) Service is no longer available. Moves, additions, or changes to existing subscriber's service will not be permitted. (N)

#### 5.1.18 MetVoice Digital Centrex

Centrex Pak with Assumed Dial 9 and

Centrex Pak 2-30 lines\*
Month-to-Month

Centrex Pak, per line per month \$70.00 (I)

Centrex Pak Caller ID w/Name

\$8.25

Centrex Flex 2100

# 5.1.19 Rate Table (Local Telecom Surcharge, Carrier Access Recovery Charge, Regulatory Recovery Fee-State and Local Portability Charge)

#### All Areas

#### Monthly Per Line or Per Trunk\*

All Aleas	111	ividitary 1 of Eline of 1 of 11 drift		
Services		Business		
	Local Telecom Surcharge	Carrier Access Recovery Charge	Regulatory Recovery Fee- State	Local Portability Charge
Single Line Local Exchange Svc.	\$5.00	\$4.50	\$2.99	\$1.49
Multi-line Local Exchange Svc.	\$5.00	\$4.50	\$2.99	\$1.49
Lifeline customer	-	-	-	-
ISDN BRI	\$5.00	\$4.50	\$2.99	\$1.49
ISDN PRI (rates per svc.)	-	\$22.50	\$14.95	\$53.55
Foreign Exchange–Single Line	\$5.00	\$4.50	\$2.99	\$1.49
Foreign Exchange–Multi-Line	\$5.00	\$4.50	\$2.99	\$1.49
Remote Call Forward	\$5.00	-	-	\$1.49
Centrex	\$5.00	\$4.50	\$2.99	\$1.49
Trunks	\$5.00	\$4.50	\$2.99	\$10.71
T-1/Digital PBX (rates per svc.)	-	\$22.50	\$14.95	\$53.55
*Unless otherwise specified				

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<sup>\*(</sup>Includes FCC End User Line Charge and network access)

<sup>\*\*(</sup>Includes FCC End User Line Charge, Centrex Exchange Access and Centrex Intercommunications Service elements)

# 5.1.20 Rate Table End User Port Charge Table

	ILEC AREA/OCN
Business Customer Service Type	Verizon former Bell Atlantic/5020
Single Line Local Exchange Service	-
Multi-line Local Exchange Service	-
Lifeline customer	-
ISDN BRI	\$1.52
ISDN PRI (rates per svc.)	\$23.43
Foreign Exchange-Single Line	-
Foreign Exchange-Multi-Line	-
Remote Call Forward	-
Centrex	-
Trunks	\$0.70
T-1/Digital PBX	\$16.80

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