

Baltimore-Washington Telephone Company
P.S.C. No. 1 – Telephone
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LOCAL EXCHANGE SERVICES TARIFF

BALTIMORE-WASHINGTON TELEPHONE COMPANY
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO LOCAL
EXCHANGE SERVICES WITHIN THE STATE OF NEW YORK

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EXPLANATION OF SYMBOLS

Explanation of Symbols – When changes are made in any tariff leaf, a revised leaf will be issued canceling the tariff leaf affected. Changes will be identified on the revised leaf (s) through the use of the following symbols:

(C) – To signify changed regulation.

(D) – To signify discontinued rate or regulation.

(I) – To signify increased rates.

(M) – To signify material relocated from one leaf to another without change

(N) – To signify new rate, regulation, or text.

(R) – To signify reduced rate.

(S) – To signify reissued material

(T) – To signify a change in text, but no change in rate or regulation.

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TARIFF FORMAT

- A. Leaf Numbering - Leaf numbers appear in the upper right hand corner of the leaf. Leafs are numbered sequentially. From time to time new leafs may be added to the tariff. When a new leaf is added between leafs already in effect, a decimal is added to the preceding leaf number. For example, a new leaf added between Leaf 3 and 4 would be numbered 3.1.
- B. Leaf Revision Numbers – Revision numbers also appear in the upper right hand corner of each leaf. These numbers are used to determine the most current leaf version on file with the Commission. For example, the 4th revised Leaf 14 cancels the 3rd revised Leaf 14. Because of various suspension periods, deferrals, etc. the Commission allows in their tariff approval process, the most current leaf number on file with the Commission is not always the tariff in effect. Consult the Check Sheet for the leaf currently in effect.
- C. Paragraph Numbering Sequence – There are seven 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.1.

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APPLICATION OF TARIFF

This tariff contains terms and conditions applicable to the provision of intrastate Local Exchange Services by Baltimore-Washington Telephone Company within the state of New York.

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SECTION 1 – DEFINITION OF TERMS

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.

Bandwidth: A defined range of frequencies.

BWTEL: Used through this tariff to mean Baltimore-Washington Telephone Company unless clearly indicated otherwise by the text.

Bit: The smallest unit of information in the binary system of notation.

Carrier: Underlying carrier provisioning private line or dedicated transport services.

Commission: New York Public Service Commission.

Company: Baltimore-Washington Telephone Company unless otherwise clearly indicated by the context.

Customer or End User: The person, firm, corporation, or other entity that connects two locations with dedicated transport or private line services, subject to the terms and conditions of the Company's contract.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specified Customer.

DS-0: Single circuit, private line dedicated point-to-point circuit service for data speeds of 56 Kbps or 64 Kbps.

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SECTION 1 – DEFINITION OF TERMS, (CONT'D.)

DS-1: Also commonly referred to as T1 service, for data speed of 1.544 Mbps to provide full-duplex digital transmission over a private line for high-capacity data and network infrastructure. Contains 24 DS-0 channels.

DS-3: Also referred to as T45 service, for data speed of 45 Mbps to provide, as with DS-1, full-duplex digital transmission over a private line for high-capacity data and network infrastructure.

OC-(X): Variable combination of DS-3 circuits or high bandwidth circuits for very high-speed data transmission.

Individual Case Basis (ICB): Service arrangements in which the regulation, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Kbps: Kilobits per second, denotes thousands of bits per second.

Mbps: Megabits per second, denotes millions of bits per seconds.

Network: The facilities of an Underlying Carrier.

Private Line: Transmission of dedicated electrical or optical signals over a line to a destination.

Private Network: Dedicated transport of electrical or optical signals over a line between two points that serves internal business purposes or as a component of a Customer managed network.

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.

Reseller: A company who negotiates facilities from incumbent or competitive telephone companies at wholesale rates and offers service to Customers at a retail rate.

PSC: New York Public Service Commission.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's private line services are furnished to Customers on a non-discriminatory basis for private communications between points within the State of New York. The Company requires a negotiated contract with Customers, negotiated on an individual case basis (ICB), to provision resold private line services. Negotiated rates may vary based on Customer location within the State of New York. ICB contracts must be provided to a Customer and the contract will be provided (on a proprietary basis) to the Commission, upon request.

2.2 Prohibited Uses

- 2.2.1 The services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with the relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.2.4 The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses, (Cont'd.)

2.2.5 The Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

2.2.6 A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.3 Obligations of the Customer

The Customer or End User shall be responsible for:

2.3.1 The payment of all charges applicable to the services.

2.3.2 Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.3.3 Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

- 2.3.4 Obtaining, maintaining and otherwise having full responsibility for rights of way necessary to install equipment to provide service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point or entry into the structure, through the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- 2.3.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.3.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.3.7 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.8 Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

2.3.9 Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

2.4 Liability of the Company

2.4.1 The services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.4.2 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, except when caused by the intentional acts or omissions or negligence of the Company's employees or agents.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Liability of the Company, (Cont'd.)

- 2.4.3 The Company shall not be liable for, nor shall any service credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.4.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.4.6 Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Liability of the Company, (Cont'd.)

- 2.4.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.8 The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.4.9 The Company shall not be liable for any damages resulting from delays in meeting any service dates.
- 2.4.10 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment, which the Company does not furnish, or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.4.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FOTH HEREIN.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Liability of the Company, (Cont'd.)

2.4.12 The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense, or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

2.5 Service Connections and Customer Equipment

2.5.1 General

- A. All service along the facilities between the point identified as the origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- B. Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services, equipment, facilities, and systems relating to this tariff.
- C. The Company may undertake to 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 shall not be liable for any delays in commencing service to any Customer.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.1 General, (Cont'd.)

- D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnished to the Customer or End User. Neither the Customer nor the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon written consent of the Company.
- E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.
- F. Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the services shall not be used for any purpose other than that for which the Company provided it.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.1 General, (Cont'd.)

- G. The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:
1. The proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 2. The reception of signals by Customer provided equipment.
- H. The Customer may be responsible for the payment of service charges for visits by the Company's agents or employees to the Premise when the service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.1 General, (Cont'd.)

- I. In the event Company places Company equipment on Customers' Premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any obligations hereunder, Customer shall pay Company for any damage to Company's equipment cause or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefore. In no event shall Company be liable to Customer, End User or any other person for interruption of the service or for any other loss, cost or damage cause or related to Customer's improper or inappropriate use of Company provided equipment.
- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End Users premises:
 - 1. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
 - 2. for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only accepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.1 General, (Cont'd.)

- L. The Customer or End User is responsible for ensuring that Customer or End User provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturers specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such items of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service, and the channels, facilities, or equipment of others shall be provided at the Customers expense.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.2 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from facilities as well as the facilities the Company may require from other carriers to furnish service. The Company may decline Service Order to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.2 Limitation of Service Equipment or Facilities, (Cont'd.)

- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other Carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.3 Network Interface Device

The Network Interface Device (“NID”) is the Company provided interface terminating the telecommunications network, on the property where the Customer’s service is located, at a point determined by the Company. The NID is a FCC Part 68 registered jack from which Customer inside wire may be connected to the Company’s network, The Part 68 registered jacks are: RJ1DC, RJ11C/W, RJ14C/W, RJ14X, RJ15C, RJ17C, RJ18C/W, RJ2DX, RJ2EX, RJ2FX, RJ2GX, RJ2HX, RJ2MB, RJ21X, RJ25C, RJ26X, RJ27X, RJ31M, RJ31X, RJ38X, RJ4MB, RJ41M, RJ41S, RJ45M, RJ45S, RJ48C, RJ48H, RJ48M, RJ48S, RJ48T, RJ48X, RJ61X, RJ71C. All wiring on the Customer’s premises used to create the Customer’s private network shall connect to the Company’s network through the Company provided NID. The Company is responsible for maintenance of the NID. The NID used for the termination private network transmissions located outside the Customer premises unless an outside location is impractical or the Customer requests that it be located inside the premises. When the NID is located inside the premises, it shall be located at a point closest to the protector that is convenient to the Customer. Any additional cost associated with placing the NID inside when requested by the Customer shall be at the Customer’s expense. For installation in multi-story or multi-company buildings, the NID shall be located at a point between the Customer inside wiring and the telephone company network. This location may be the telephone equipment room, wiring closet, inside or outside the Customer premises, or other designated location that is accessible to the Customer. If a Customer requests that the NID be placed in a location other than that selected by the Company the Customer must pay any additional expense associated with placing the NID in the location requested by the Customer.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Service Connections And Customer Equipment, (Cont'd.)

2.5.4 Maintenance Visit Charge

Where a NID exists, if the Company is able to test for private network availability and the problem proves to be beyond the NID (within Customer Premises) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for private network availability, then no maintenance charge will be assessed. In those cases where the Customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company no maintenance charge will be applicable regardless of private network availability test results or whether a NID exists or not.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills

2.6.1 Deposits

- A. Subject to special provisions as may be set forth below and in Sections 2.15 and 2.16 of this tariff, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.
- B. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.
 - 1. Interest on Deposits:

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.
 - 2. Inadequate Deposit:

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.1 Deposits, (Cont'd.)

B. (Cont'd.)

3. Return of Deposit:

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6.2 Billing Procedures

- A. The Company will provision private line services on a non-discriminatory basis. The Company requires negotiated contracts between Customer and Company to provision private line services. The Company shall bill all charges incurred by and credits due to the Customer consistent with negotiated contract between the Company and the Customer. Bills are due within thirty (30) days after the date of issuance of the invoice. The Company shall bill in advance charges for all service to be provided during the ensuing billing period except for charges associated with service usage consistent with negotiated contract. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company shall bill for all services rendered consistent with the negotiated agreement between Customer and Company or within ninety (90) days of when those services are provided.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.2 Billing Procedures, (Cont'd.)

- C. All bills for service provided to the Customer by the Company are due thirty (30) days from the date of issuance of the bill. The Customer's bill will show the date on which the bill is delivered to the U.S. mail or delivered to the Customer's premises as well as the date by which the payment must be received to avoid late payment charges. Payment for current service shall not be considered overdue, if payment is received by the Company within 20 days from the mailing date or delivered date of the bill. If any portion of the payment is not received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty is determined by multiplying the unpaid amount, minus local taxes, by 1.5%.
- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise, or other local fees and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by Company, (excepting Company's income taxes). Such items shall be separately stated on the Customer's invoice.
- E. For Returned Checks: The Customer will be assessed a returned check charge of \$20.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.3 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within ninety (90) days of receipt of billing for those services. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission. The current address for filing complaints:

New York Department of Public Service
3 Empire Plaza
Albany, NY 12223-1350
Telephone: (800) 342-3377

If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest or penalties will apply.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.4 Discontinuance and Restoration of Service

A. Cancellation by the Company

1. For Nonpayment: The Company can suspend and/or disconnect its services not paid for on a timely basis after providing the Customer thirteen (13) days notice in writing.
2. For any violation of law or rules: A Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having such jurisdiction which prohibits the Company from furnishing such service.
3. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
4. For Other Causes: A Customer shall be subject to discontinuance of service, without notice, in the event of suspected fraud or other unlawful use of the service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
5. For any Customer filing for bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law: The Company may immediately discontinue or suspend service under this tariff without incurring any liability.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.4 Discontinuance and Restoration of Service, (Cont'd.)

B. Resumption of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion. All applicable nonrecurring charges shall apply when services are restored.

2.6.5 Taxes and Surcharges

- A. The Company reserves the right to bill any and all applicable taxes, surcharges and fees including, but not limited to: Federal Excise Tax; State Sales Tax, Municipal Taxes; Gross Receipts Taxes; and any taxes, surcharges, fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise. As permitted by law, the Company will recover from its Customers any such charges assessed directly against the Company. Such taxes or fees will be itemized separately on the Customer's invoice or billing detail.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.5 Taxes and Surcharges, (Cont'd.)

- B. In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges apply to the Customer's monthly bill statement as outlined below:

1. Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges, and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown below. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised surcharge as directed or approved by the Commission and will apply the charge if applicable.

The State Gross Revenue Tax Surcharge rate to be charged is as follows:

<u>Period</u>	<u>Services Provided for Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998	.7557%	3.8870%	4.1149%
1/1/2000	.7557%	3.0919%	3.3198%
7/1/2000+	.3764%	2.8273%	2.9405%

*Issued in compliance with the New York Public Service Commission's Order in Case 98-M-0489, adopted August 26, 1998.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.5 Taxes and Surcharges, (Cont'd.)

B. (Cont'd.)

2. Metropolitan Commuter Transportation District Tax Surcharge

In the counties listed below, a surcharge to recover the expense related to the Temporary Metropolitan Transportation Business Tax Surcharge (MTA Tax) is imposed in addition to all recurring, nonrecurring and usage charges for all intrastate services except charges collected for sent-paid coin telephone messages, check return and late payment charges. MTA Tax Surcharges (applicable only to New York City area accounts in Kings, Queens and New York Counties).

Services provided by the Company to another company to be resold by the second telephone company, are not subject to municipal gross revenue surcharges or gross revenue taxes imposed by villages on utility services. To be exempt from the municipal surcharge or gross revenue tax, the reseller must possess a certificate of Public Convenience and Necessity from the New York State Public Service Commission.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Payment and Rendering of Bills, (Cont'd.)

2.6.5 Taxes and Surcharges, (Cont'd.)

C. Gross Revenue Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/1998	.7557%	3.8870%	4.1149%
1/1/2000	.7557%	3.0919%	3.3198%
7/1/2000+	.3764%	2.8273%	2.9405%

D. MTA Tax Surcharges

<u>Period</u>	<u>Services Provided For Resale*</u>	<u>IntraLATA Toll and RCP Service</u>	<u>All Other Services</u>
10/1/98+	.1277%	.6890%	.73%

Services provided by the Company to another company to be resold by the second telephone company, are not subject to municipal gross revenue surcharges or gross revenue taxes imposed by villages on utility services. To be exempt from the municipal surcharge or gross revenue tax, the reseller must possess a certificate of Public Convenience and Necessity from the New York State Public Service Commission.

*To qualify for this rate, resellers must either be included in the list of resellers that the New York State Department of Taxation and Finance publishes called "publication 41, Treatment of Sales for Resale under Sec. 186(e) of the Tax Law," or must possess and provide to the underlying carrier a copy of its Certificate of Public Convenience and Necessity obtained from the New York State Public Service Commission.

*Issued in compliance with the New York Public Service Commission's Order in Case 98-M-0489, adopted August 26, 1998

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Interruptions of Service and Credit Allowances

A credit allowance will be given upon Customer request, on a per circuit basis for service interruptions. Service interruptions are defined as any period during which any circuit 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 when the Customer reports a malfunction in service to the Company. A malfunction period ends when the affected circuit and/or associated equipment is fully operative.

2.7.1 Credit allowances do not apply to interruptions:

- A. caused by the Customer, any End User or any third party;
- B. due to failure of power or equipment provided by the Customer or others;
- C. during any period in which the Company is not given access to the Premises;
- D. due to scheduled maintenance and repair; or
- E. due to Acts of God or other events listed in section 2.4 preceding.

2.7.2 Interruption of Twenty-Four (24) Hour or Less – Portion of Daily Per-Line Charge
Length of Service Interruption Credit

<u>Length of 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 day
16 hours up to 24 hours	One (1) day

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 event shall such interruption credits for any one line/equipment exceeds one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Interruptions Of Service And Credit Allowances, (Cont'd.)

2.7.3 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.

2.8 Rates Based Upon Distance

Where charges for a service are specified based upon distance or mileage, the following rules apply:

2.8.1 Find the Vertical and Horizontal coordinates for each rate center. A vertical (V) and horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map-projection equations. A pair of V-H coordinates locates a rate center, for determining airline mileages, at a particular intersection of an established vertical grid line with an established horizontal grid line.

2.8.2 To determine the rate distance between any two rate centers proceed as follows.

- A. Obtain the "V" and "H" coordinates for each rate center.
- 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. Square each difference obtained in (b) preceding.
- D. Add the squares of the "V" difference and "H" difference obtained in (c) preceding.
- E. Divide the sum of the squares obtained in (d) preceding by ten. Round to the next highest integer if any fraction is obtained.
- F. Obtain the square root of the result obtained in (e) preceding.

2.8.3 The mileage calculation will be based on these geographic coordinates, as referenced in the Local Exchange Routing Guide issued by NECA or Telcordia.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Use of Service by Others

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

2.10 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to service herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

2.11 Application for Service

Customers desiring to obtain service must submit Service Orders in the form and format specified by Company.

2.11.1 Cancellation of Application for Service

If a Customer cancels a service Order after Company has commenced installation of service, a cancellation charge may apply.

2.11.2 Cancellation of Service

Subject to cancellation charges reference herein, the Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the effective cancellation of service.

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2.12 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside 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 to the Company will apply. If installation 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.

2.13 Maintenance and Testing

2.13.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2.13.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such test and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operating, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.14 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:

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

A. Calculation of Special Construction Charges

Charges for special construction will be calculated to account for the cost to the Company plus a reasonable administrative fee minus any credit provided for salvage or reuse.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.15 Additional Provisions Applicable to Business Customers

2.15.1 Application of Rates

- A. Business rates as described in Section 4 apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the Customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.15 Additional Provisions Applicable to Business Customers, (Cont'd.)

2.15.2 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.15.3 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.16 Additional Provisions Applicable to Residential Customers

2.16.1 Application of Rates

- A. Residential rates as described in Section 4 apply to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.
- B. Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.
- C. The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic establishment, and joint users.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.2 Deposits

A. General

1. Except as provided in (2) following, the Company may require a deposit, as described in Section 2.6.1 of this tariff, from a residential Customer who is applying for service if the Customer: 1) has had service terminated for nonpayment once within the preceding six month period, or 2) is delinquent in payment. A Customer is delinquent in payment if that Customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A Customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.
2. An existing Customer is an applicant for service who was a Customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential Customers are permitted to pay deposits in installments over a period not to exceed 6 months.
3. A new Customer is an applicant for service who has not been a Customer of the Company within twelve months of making the request for service. A new Customer shall not be required to post a security deposit as a condition of receiving telephone service.
4. A seasonal Customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal Customer may be required to post a deposit.

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2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.2 Deposits, (Cont'd.)

B. Customers Exempt from Deposits

1. A new Customer or existing Customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing Customer, the Company may suspend or terminate service unless the Customer pays the required deposit. Any new Customer or existing Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
2. The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.2 Deposits, (Cont'd.)

C. Recent Payment History

1. A Customer who has a recent payment history (within the preceding twelve months) with the Company is entitled to service without payment of a deposit unless his or her records indicate a delinquency in payment or a termination of service for nonpayment. A Customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the Customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.16.6 below.)
2. New deposits from a residential Customer are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

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2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.3 Installment Billing for Nonrecurring Charges

- A. A residential Customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.
- B. Installment billing is subject to the following restrictions:
 - 1. installment billing may be used only by residential Customers;
 - 2. charges will be billed in the number of installments of equal dollar amounts as requested by the Customer up to a maximum of 12 installments over the course of 12 months;
 - 3. a Customer may not pay a portion of the charges and then request installment billing for the remaining charges;
 - 4. more than one installment plan may be in effect for the same Customer at the same time;
 - 5. If a Customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
 - 6. A Customer may elect to pay the unbilled charges before the expiration of the installment plan;
 - 7. Installment billing payments will continue even when an account is temporarily suspended;
 - 8. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.4 Adjusted Payment Schedule

A Customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.16.5 Suspension or Termination for Nonpayment

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the Customer no later than 6 business days after the date of the bill.
- B. After issuing the written notification in accordance with 2.6.4.A, at least one attempt shall be made during non-working hours to contact the residential Customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.6 Deferred Payment Agreements

- A. Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible Customer a DPA in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the Customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.
- B. A Deferred Payment Agreement will be for a period agreed to by both the Customer and the Company.
- C. If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies and a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.7 Dishonored Checks

When a check received from a residential Customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours. The Customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the Customer has not submitted a dishonored check within the past 12 months.

2.16.8 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the Customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the Company is advised that a new Customer has moved into the location.

2.16.9 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609, an additional 30 days will be allowed for a residential Customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the Customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the Customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.16 Additional Provisions Applicable to Residential Customers, (Cont'd.)

2.16.10 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

1. the Customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609, or
2. the Customer is 62 years of age or older, and all other residents of the Customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the Customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the Customer's premises for the purpose of devising a payment plan.

2.16.11 Backbilling for Residential Customers

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for charges billed in excess of six months after the service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority

2.17.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

B. The TSP Program has two components, Restoration and Provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

C. TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - a. National Security Leadership
 - b. National Security Posture and U.S. Population Attack Warning
 - c. Public Health, Safety, and Maintenance of Law and Order
 - d. Public Welfare and Maintenance of National Economic Posture
2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as Customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

C. TSP Request Process – Restoration, (Cont'd.)

3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).

For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.

4. Submit the SF 315 to the OPT.
5. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

D. TSP Request Process – Provisioning

1. To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.17.1.C.1– 2.17.1.C.5 above for restoration priority assignment except for the following differences. The user should:
 - a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.17.1.A above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
 - b. Verify that the Company cannot meet the service due date without a TSP assignment.
 - c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

E. Responsibilities of the End-User

1. End-users or entities acting on their behalf must perform the following:
 - a. Identify telecommunications services requiring priority.
 - b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
 - c. Accept TSP services by the service due dates.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

E. Responsibilities of the End-User, (Cont'd.)

1. (Cont'd.)

- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

F. Responsibilities of the Company

1. The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority, (Cont'd.)

2.17.1 General, (Cont'd.)

F. Responsibilities of the Company, (Cont'd.)

1. The Company will perform the following:, (Cont'd.)

- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.

2. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.17 Emergency/ Crisis/ Disaster Restoration and Provisioning -Telecommunications Service Priority,
(Cont'd.)

2.17.1 General, (Cont'd.)

G. Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted Customer of the action to be taken.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.18 Schools and Libraries Discount Program

2.18.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program. A library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.18 Schools and Libraries Discount Program, (Cont'd.)

2.18.2 Regulations

A. Obligation of eligible schools and libraries

1. Request for service

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- c. Service requested will be used for educational purposes.
- d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar services (lowest corresponding price).
3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.18 Schools and Libraries Discount Program, (Cont'd.)

2.18.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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SECTION 3 - SERVICE AREAS

3.1 Service Areas

Service Area: The Company includes all the exchanges in New York as the potential areas where alternative local exchange service is planned, where facilities are available and pending appropriate interconnection agreements.

Initially, the Company plans to offer services in the following exchange areas listed below.

115th Avenue Ozone Park	Calverton
Armonk	Carmel
Astoria	Chappaqua
Babylon	Cold Spring
Bay Shore	Commack
Bayside	Congers
Bedford Village	Convent Avenue
Brentwood	Corona
Brewster	Croton-On-Hudson
Bronx - Cruger Av	Cutchogue
Bronx - E 150th St	Deer Park
Bronx - Grand Concourse	Dobbs Ferry
Bronx - Hoe Ave	East 167th Street
Bronx - Schofield St	East 56th Street 3
Bronx - Tratman Ave	East Hampton
Brooklyn - 12th St	East Northport
Brooklyn - 1421 Ocean Av	Elmhurst
Brooklyn - 14th Av	Fairview Park
Brooklyn - 14th St	Far Rockaway
Brooklyn - 16th Ave	Farmingdale
Brooklyn - 2885 Ocean Av	Floral Park
Brooklyn - 77th Street	Flushing
Brooklyn - Albemarle Road	Flushing - 164th St
Brooklyn - Av 5	Forest Hills
Brooklyn - Av I	Freeport
Brooklyn - Bridge Street	Garden City
Brooklyn - Bushwick	Garrison
Brooklyn - Chapel St	Glen Cove
Brooklyn - Clinton Av	Great Neck
Brooklyn - Fairview Av	Greenport Suffolk
Brooklyn - Liberty Av	Greenwood Lake
Brooklyn - Meserole St	

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SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Service Areas, (Cont'd.)

Hampton Bays	Mastic
Harrison	Mineola
Hempstead	Montauk
Hicksville	Mount Kisco
Highland Falls	Mount Vernon
Huntington	New York - Thomas Street
Huntington Station	New York - Varick St
Jamaica	New York - W 176th St
Katonah	New York - W 36th St
Kingsbridge	New York - W 36th St
Larchmont	New York - West 50th Street
Laurelton	New York - West 73rd Street
Levittown	New York - West St
Lindenhurst	North Staten Island
Long Beach	Nyack
Long Island City	Ocean Beach
Lynbrook	Orangeburg
Mahopac	Ossining
Mamaroneck	Oyster Bay
Manhasset	Patchogue
Massapequa	Patterson
New City	Pearl River
New Rochelle	Peekskill
New York - 18th St	Plainview
New York - 2 WTC	Pleasantville
New York - 2nd Av	Pomona
New York - 8th Av	Port Chester
New York - E 96th Street	Port Jefferson
New York - Av Of Americas	Port Washington
New York - Av R	Purdys
New York - Broad Street	Putnam Valley
New York - E 37th St	Queens - 81 St
New York - E 79th Street	Queens - 93rd Av
New York - E30 St	Queens - JFK
New York - Hudson St	Richmond Hill
New York - Manhattan Av	Riverhead
New York - Pearl Street	Rockaway Avenue

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SECTION 3 - SERVICE AREAS, (CONT'D.)

3.1 Service Areas, (Cont'd.)

Ronkonkoma	Tarrytown
Roslyn	Thayer Street
Sag Harbor	Tiebout Avenue
Sayville	Troy Avenue
Scarsdale	Tuckahoe
Selden	Tuxedo
Setauket	Wantagh
Shoreham	West Haverstraw
Sloatsburg	West Staten Island
Smithtown	Westbury
South Hampton	Westhampton Beach
South Salem	White Plains
South Staten Island	Williamsburg 1
Spring Valley	Woodmere
Staten Island - New Dorp Ln	Yaphank
Suffern	Yonkers
Syosset	Yorktown Heights

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES

4.1 Private Line Service

Private Line Service provides a dedicated point to point digital circuit, with bandwidth ranging from 56 Kbps to 44.736 Mbps [DS-0 (56 Kbps) or digital, DS-1 (1.544 Mbps), and DS-3 (44.736 Mbps)]. This service is not used to provide dial tone service. Private Line Service also includes higher dedicated bandwidth speeds, like OC-3 (155.520 Mbps) and OC-12 (622 Mbps).

4.1.1 Application for Service

The Company offers Private Line Services on a non-discriminatory basis.

4.1.2 Application of Rates

- A. The service entitles the Customer to dedicated, point-to-point, LOCAL EXCHANGE SERVICES TARIFFs between two points in the State of New York.
- B. Pricing and service guarantees are provided in accordance with this tariff or on an Individual Case Basis (ICB). Terms are supplied to the Customer in accordance with this tariff or agreements negotiated with Carriers.

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

4.2 Minimum and Maximum Rates and Charges

4.2.1 Private Line Service Ordering Charges

A. Nonrecurring and Monthly Recurring Charges

1. Circuit Charges

	Minimum			Maximum		
	Nonrecurring First	Additional	Recurring Monthly	Nonrecurring First	Additional	Recurring Monthly
DS-0	\$50	\$25	\$25	\$300	\$150	\$150
DS-1	\$200	\$50	\$250	\$1200	\$300	\$1500
DS-3	\$400	\$100	\$2,500	\$2400	\$600	\$15,000
OC-3	\$600	\$150	\$7,500	\$3600	\$900	\$45,000
OC-12	\$900	\$200	\$9,750	\$5400	\$120	\$58,500

2. Cross Connect – require one per circuit endpoint

Minimum	Maximum
\$50.00	\$300.00

3. Interoffice Channel – between POP and Network Access Point

Minimum	Maximum
\$75.00	\$450.00

4. Mileage – mileage between endpoints on a data circuit

Minimum Per Mile*	Maximum Per Mile*
\$1.50	\$9.00

* Mileage charge calculations based on distance measurements consistent with tariff Section 2.8

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SECTION 5 – SPECIAL ARRANGEMENTS

5.1 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 negotiate rate for service offered under this tariff, ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

5.2 Service and Promotional Trials

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotion offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offering. The Company will submit its promotions, by letter, to the Commission staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates, in lieu of filing language in the tariff.

5.3 Special Assembly

The Company may provide a unique intrastate service for a Customer where no tariff 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.