

ACCESS SERVICE

10. Federal Government Specialized Service or Arrangements

The Federal Government Special Access Services included in this tariff are Non-Competitive End-User Channel Terminations. Other Federal Government Special Access Service components needed to complete a circuit are available as described in Section 1.1 preceding.

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10.1 General

This section covers Specialized Services or Arrangements that are provided to a customer for use only by agencies or branches of the Federal Government and other users authorized by the Federal Government. Services provided to state emergency operations centers are included. These services provide for command and control communications, including communications for national security, emergency preparedness and presidential requirements. They are required to assure continuity of Government in emergency and crisis situations and to provide for national security.

Services for command and control communications and for national security and emergency preparedness sometimes require short notice and short duration service provisions. These provisions are especially needed to meet presidential requirements or in response to natural, man-made, or declared emergencies. Requirements of this type cannot be forecasted and are usually needed for a relatively short period. The provision of service under these conditions may require the availability of facilities, such as portable microwave equipment, which are provided on a temporary basis by the Telephone Company, or customer.

10.2 Emergency Conditions

These services will be provided on the date requested or as soon as possible thereafter when the emergency falls into one of the following categories:

- State of crisis declared by the National Command Authorities (includes commitments made to the National Communications System in the "National Plan for Emergencies and Major Disasters");

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10. Federal Government Specialized Service or Arrangements (Cont'd)

10.4 Safeguarding of Service

10.4.1 Facility Availability

In order to insure communications during periods of emergency, the Telephone Company will, within the limits of good management, make available the necessary facilities to restore service in the event of damage or to provide temporary emergency service as set forth in 10.8.1 following.

10.4.2 Utilization of Government Owned Facilities

In order to meet requirements of agencies or branches of the Federal Government, the Telephone Company may utilize government-owned facilities, when necessary to provide service.

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10.5 Federal Government Regulations

In accordance with Federal Government Regulations, all service provided to the Federal Government will be billed in arrears. However, this provision does not apply to other customers that obtain services under the provisions of this tariff to provide their services to the Federal Government.

10.6 Reserved

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10. Federal Government Specialized Service or Arrangements (Cont'd)10.8 Service Offerings (Cont'd)10.8.1 Type and Description (Cont'd)(I) Federal Markets High Capacity Services(1) General

Provision of uniquely rated High Capacity Services that are provided to a customer for use only by agencies and branches of the Federal Government and other users authorized by the Federal Government. Federal Markets High Capacity Services are available in all end offices in the Telephone Company service area, subject to the availability of suitable facilities.

A High Capacity channel is a channel for the digital transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises or between a customer designated premises and a Telephone Company Hub at 1.544 and 44.736 Mbps transmission.

- (a) DS1 High Capacity/1.544 Mbps Service Non-Competitive End User Channel Termination (C)
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DS1 service (a 1.544 Mbps facility) is provided with an electrical interface.

- (b) DS3 High Capacity/44.736 Mbps Services Non-Competitive End User Channel Termination (C)
(C)

DS3 service is available in standard channel termination configurations and is provided with an electrical interface.

- (c) Channel Terminations other than Non-Competitive End User Channel Terminations, Channel Mileage and Central Office Multiplexing are detariffed. (C)
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13. Additional Engineering, Additional Labor and Miscellaneous Services

When Additional Engineering, Additional Labor or Miscellaneous Services apply to a Special Access Service provided entirely or in part under this tariff, the Additional Engineering, Additional Labor and Miscellaneous Services charges under this tariff will apply.

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In this section normally scheduled working hours are the Telephone Company's normal business hours, 8 AM to 5PM, Monday through Friday. Any work occurring outside of these hours, Monday through Friday, will be charged at Overtime Rates. Any work occurring on Saturday, Sunday, or Holidays will be charged at Premium Rates.

13.1 Additional Engineering

Additional Engineering will be provided by the Telephone Company at the request of the customer only when:

- A customer requests additional technical information after the Telephone Company has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in 6.1.5 and 7.1.6 preceding.
- Additional engineering time is incurred by the Telephone Company to engineer a customer's request for a customized service as set forth in 7.2 preceding.

The Telephone Company will notify the customer that additional engineering charges, as set forth in Section 31.13 following will apply before any additional engineering is undertaken. (D)

13.1.1 Charges For Additional Engineering

The charges for Additional Engineering are as found in Section 31.13 following. (D)
(D)

13.2 Additional Labor

Additional labor is that labor requested by the customer on a given service and agreed to by the Telephone Company as set forth in 13.2.1 through 13.2.5 following. The Telephone Company will notify the customer that additional labor charges as set forth in Section 31.13 following will apply before any additional labor is undertaken. (D)
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13. Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)

13.2 Additional Labor (Cont'd)

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13.2.1 Overtime Installation

Overtime installation is that Telephone Company installation effort outside of normally scheduled working hours.

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13. Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)13.2 Additional Labor (Cont'd)13.2.2 Overtime Repair

Overtime repair is that Telephone Company maintenance effort performed outside of normally scheduled working hours.

13.2.3 Stand By

Stand By includes all time in excess of one-half (1/2) hour during which Telephone Company personnel stand by to make cooperative tests with a customer to verify facility repair on a given service. The charge for Stand By Labor to each customer shall be as specified in 13.2 preceding. (D)

13.2.4 Testing and Maintenance with Other Telephone Companies

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies is such activity in addition to normal effort required to test, maintain or repair facilities provided solely by the Telephone Company.

13.2.5 Other Labor

Other labor is that additional labor not included in 13.2.1 through 13.2.4 preceding, including, but not limited to labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

13.2.6 Charges for Additional Labor

The charges for Additional Labor are as set forth in Section 31.13 following. (D)

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13. Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)13.3 Miscellaneous Services13.3.1 Maintenance of Service

(A) When a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when Telephone Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

(B) The customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel to the customer's premises, and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

(C) The charges for Maintenance of Service are as found in Section 31.13 (D)
following. (D)

13.3.2 Reserved for Future Use

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15. Operating Territory and Metropolitan Statistical Areas of the Verizon Telephone Companies (Cont'd)15.3 Metropolitan Statistical Areas of the Verizon Telephone Companies

(A) General

For purposes of Switched Access Services, wire centers within the Telephone Company's operating territories have been arranged in Metropolitan Statistical Areas (MSAs). MSAs may achieve various phases of pricing relief pursuant to Subpart H of the Commission's Part 69 Rules. Telephone Company MSAs which qualify for Phase II pricing relief are shown in (C) following which identifies the MSA Name, MSA identification number, level of pricing relief for the MSA, and the CLLI, State and price band for each wire center within the MSA. Switched Access Services in wire centers within a non-qualifying, Phase II MSA are not subject to price banding and are not included in (C) following. Switched Access Service provided from a wire center within a non-qualifying MSA is subject to the rates and charges set forth in Section 31. following. Service provided from a qualifying MSA is subject to the rates and charges set forth in Sections 30. and 31. as determined by the level of pricing relief described in (1) and (2) following. (T)

(1) Level 1 MSA Pricing

MSAs assigned to Level 1 pricing are those MSA which have achieved Phase II pricing relief for all rate elements associated with the portion of the transmission path connecting an Interexchange Carrier's Point of Presence to the wire center serving the secondary location involved. The rate elements associated with the transmission path are those rate elements applicable for the type of service involved. (D)

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15. Operating Territory and Metropolitan Statistical Areas of the Verizon Telephone Companies (Cont'd)15.3 Metropolitan Statistical Areas of the Verizon Telephone Companies (Cont'd)

(A) General (Cont'd)

(1) Level 1 MSA Pricing (Cont'd)

Rates and charges for rate elements subject to Level 1 pricing are set forth in Section 30. following and are shown in terms of price bands. To determine the price band for a rate element, first locate the wire center in (C) following from which the service is provided and find the corresponding rate band.

(D)

(2) Level 2 MSA Pricing

MSAs assigned to Level 2 pricing are those MSAs which have achieved Phase II pricing relief for all Switched Access Service rate elements associated with the end-to-end transmission path connecting the Interexchange Carrier's Point of Presence to the secondary location involved. The rate elements associated with the transmission path are those rate elements applicable for the type of service involved.

(D)

Rates and charges for rate elements subject to Level 2 pricing are set forth in Section 30. following and are shown in terms of price bands. To determine the price band for a rate element, first locate the wire center in (C) following from which the service is provided and find the corresponding rate band.

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15. Operating Territory and Metropolitan Statistical Areas of the Verizon Telephone Companies (Cont'd)15.4 Competitive and Non-Competitive Counties

(A) General

Counties and county-equivalents within the Telephone Company's operating territories are either Competitive or Non-Competitive for the purposes of pricing Special Access Services. The effect of the Competitive and Non-Competitive designations is described in Section 7.4.1 preceding.

Rates and charges are shown in Section 30 (Price Band) and Section 31 (Price Cap) following.

(1) Competitive Pricing

The rate elements associated with the transmission path are those rate elements applicable for the type of service involved. Rates and charges for competitive rate elements are shown in terms of price bands, regardless of the status of the county for a particular wire center. To determine the price band for a rate element, first locate the county and the wire center from which the service is provided in Section 15.4(C) following and find the corresponding price band. Price Cap rates and charges apply for Non-Competitive End User Channel Terminations and Optional Features and Functions ordered for such Non-Competitive End User Channel Terminations (e.g., Bridging).

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15. Operating Territory and Metropolitan Statistical Areas of the Verizon Telephone Companies (Cont'd)15.4 Competitive and Non-Competitive Counties (Cont'd)

(A) General (Cont'd)

The Special Access services under this tariff which are subject to price bands are as follows: (T)

- Integrated Optical Service Riders (D)
- Point to Point SONET ports (D)
- Dedicated SONET Ring DS1, DS3, DS3 Transmux, and STS1 ports and DS1, DS3 or STS1 Partial Ring Channel Mapping (D)
- IntelliLight Dedicated SONET Ring Special Access Transport DS1, DS3 and STS1 Central Office Extensions, and DS1, DS3 and STS1 Premises Ports (D)
- IntelliLight Broadband Transport DS1 Port, DS3/STS1 Port, and Node Mapping Rearrangement Charge (D)
- IntelliLight Entrance Facilities (IEF) (D)

The Packet Services which are subject to price bands are as follows:

- Internet Protocol Routing Service

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17. Packet Switching Access Service

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17. Packet Switching Access Service (Cont'd)

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ACCESS SERVICE

17. Packet Switching Access Service

17.1 Reserved for Future Use

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17.1.1 Reserved for Future Use

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17. Packet Switching Access Service (Cont'd)

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17. Packet Switching Access Service (Cont'd)

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17. Packet Switching Access Service (Cont'd)

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17. Packet Switching Access Service (Cont'd)

17.1 Reserved for Future Use (Cont'd)

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17.1.2 Reserved for Future Use

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17. Packet Switching Access Service (Cont'd)

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19. Reserved for Future Use (C)

19.1 Reserved for Future Use (C)

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19. Reserved for Future Use (Cont'd) (C)
- 19.2 Reserved for Future Use (C)
- 19.2.1 Reserved for Future Use (C)

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19. Reserved For Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd) (C)

19.3 Reserved for Future Use (C)

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19.4 Reserved for Future Use (C)

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19. Reserved for Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd)

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19.4.2 Reserved for Future Use

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19. Reserved for Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd)

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19. Reserved for Future Use (Cont'd) (C)
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- 19.5 Reserved for Future Use (C)
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- 19.6 Reserved for Future Use (C)
- (D)
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- (D)
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25. Discount Plans

The following discount plans are available to all customers who purchase the applicable services and meet the requirements for each such discount plan, as set forth in Section 25.1 following for Commitment Discount Plans and Section 25.2 following for National Discount Plan#.

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25.1 Commitment Discount Plans

- (A) A Commitment Discount Plan (CDP) provides for the application of a discount to the monthly recurring rates for service(s) included in the CDP based on a Minimum Commitment of channel terminations. For administrative purposes, all services included in the CDP are managed as a single plan with separate commitment periods applicable to each type of service. Only one (1) CDP is permitted per customer (i.e., one per legal entity).

Subject to Section 1.1 preceding, the Telephone Company manages a CDP as a single plan by combining the commitment for Channel Terminations in Competitive and Non-Competitive Counties and applying tariffed and detariffed rates, terms and conditions as applicable.

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- (B) If a customer subscribed to a CDP prior to July 16, 2016, all eligible service types must be included in CDP with the limited exception of (i) IEF services; (ii) Special Access DS3 High Capacity/44.736 Mbps Services (Special Access DS3 Services) and Special Access DS1 High Capacity/1.544 Mbps Services (Special Access DS1 Services), as set forth in Section 7.2.9 preceding, that are included in the National Discount Plan (NDP) as set forth in Section 25.2 following; and (iii) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP. If a customer subscribes to a CDP on or after July 16, 2016, all eligible service types under the ACNA(s) designated for inclusion in such CDP must be included in CDP with the limited exception of IEF services.

- (1) Existing CDP customers who subscribe to IEF services must choose one of the following options: (1) maintain existing term pricing plans on their IEF; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.

- (2) New CDP customers who subscribe to IEF services must choose one of the following options: (1) establish or maintain a term pricing plan on their IEF services; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively.

- (3) DIGIPATH digital service II is no longer an eligible service under CDPs established or renewed on or after November 16, 2018. For customers who established or renewed a CDP prior to November 16, 2018, subject to Section 1.1 preceding, the Telephone Company will continue to include DIGIPATH digital service II as an eligible service through the expiration date of the then effective commitment period of that service type.

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Availability limited. Refer to # footnote on Page 25-29.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.1 Availability of a Commitment Discount Plan (Cont'd)

- (D) Except as otherwise permitted herein, separate commitment periods will be established for each of the following service types which are under the CDP. Each service type has one or more rate elements associated with such service type as set forth below.

<u>Type of Service</u>	<u>Rate Element Discounted*</u>	<u>VNY</u>	<u>VNE</u>	(T)
Switched Access DS1 Direct Trunked Transport	DS1 Entrance Facility			
	Standard Channel Termination	X	X	
	DS1 Channel Mileage	X	X	
	Local Transport Multiplexing Optional Feature or BSE	X		
Switched Access DS3 Direct Trunked Transport	DS3 Entrance Facility			
	Standard Channel Termination	X	X	
	DS3 Channel Mileage	X	X	
	Local Transport Multiplexing Optional Feature or BSE	X	X	
Special Access 44.736 Mbps High Capacity Service	Standard Channel Termination	X	X	
	Channel Mileage	X	X	
	DS3 to DS1 Multiplexing BSE	X	X	
	Alternate Serving Wire Center Optional Feature	X	X	
	Automatic Loop Transfer BSE	X		
IntelliLight® Entrance Facility Service (Switched & Special Access)	Optical Terminations	X	X	
	Electrical Interfaces	X	X	

* Certain Discounted Rate Elements are detariffed. See Section 25.1(A) preceding. (N)
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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D) (Cont'd)

<u>Type of Service</u>	<u>Rate Element Discounted*</u>	<u>VNY</u>	<u>VNE</u>	(T)
Special Access NYNEX Enterprise DS3 Service	Standard Channel Termination	X		
	Channel Mileage	X		
	Standby Channel Termination	X		
	Standby Channel Mileage	X		
Special Access 1.544 Mbps High Capacity Service	Standard Channel Termination	X	X	
	Channel Mileage	X	X	
	DS1 to Voice Multiplexing BSE	X		
	DS1 to DSO Multiplexing BSE	X		
	Alternate Serving Wire Center Optional Feature	X	X	
	Automatic Loop Transfer BSE	X		

* Certain Discounted Rate Elements are detariffed. See Section 25.1(A) (N)
preceding. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.1 Availability of a Commitment Discount Plan (Cont'd)

(D) (Cont'd)

<u>Type of Service</u>	<u>Rate Element Discounted*</u>	<u>VNY</u>	<u>VNE</u>	(T)
Special Access NYNEX Enterprise DS1 Service	Standard Channel Termination	X		
	Channel Mileage	X		
	Standby Channel Termination	X		
	Standby Channel Mileage	X		
Special Access NYNEX Enterprise DSO Service#	Standard Channel Termination	X		
	Channel Mileage	X		
Special Access DIGIPATH® digital service II#	Channel Termination	X	X	
	Channel Mileage	X	X	
	Central Office Bridging Capability	X	X	

NYNEX Enterprise DS0 and DIGIPATH digital service II are eligible service types only in CDPs established or renewed prior to November 16, 2018.

* Certain Discounted Rate Elements are detariffed. See Section 25.1(A) (N)
preceding. (N)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans(Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (B) ACNAs Subscribing to Commitment Discount Plan Established On or After July 16, 2016
- (3) The CDP Customer must provide written notification to the Telephone Company setting forth the affected ACNA(s) and the name of the Affiliate who owns such ACNA(s) if such ACNA is not an ACNA of the subscribing customer. Notification for (2)(b) preceding is required on or prior to completion of the next scheduled true-up period.
- (4) An ACNA cannot concurrently be included in more than one (1) CDP, regardless of whether or not such CDP is established by a separate legal entity.
- (C) At any time, a customer subscribing to one (1) or more eligible services has the option of establishing a CDP for such service(s). If a customer establishes a CDP for at least one (1) service type listed in Section 25.1.1 preceding and subscribes to other services listed in Section 25.1.1 preceding at any time that a CDP is in effect (whether under this tariff or (C) detariffed), the CDP Customer must establish a CDP for such other (C) services that are eligible for inclusion in CDP with the limited exception of the following: (i) IEF services; or (ii) Special Access DS3 Services and Special Access DS1 Services that are included in the NDP as set forth in Section 25.2 following; or (iii) eligible service types ordered on or after July 16, 2016 under an ACNA not included in said CDP. For IEF services, the CDP Customer must choose one of the following options: (1) establish or maintain existing term pricing plans on their IEF services; (2) include their IEF under CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 Channel Terminations, as described in Section 25.1.3(A)(6)) following; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively. For each type of service specified in Section 25.1.1 preceding, the CDP must include all services of that type (excluding services ordered out of Section 10 preceding) which the Telephone Company provides to the CDP Customer within any of its operating territories.
- (D) For service which is provided as part of a Shared Use Arrangement, the DS1 or DS3 Service will be included in the service plan for the service type which is ordered as the facility to the Hub (e.g., a Switched Access DS1 Service which is ordered as the facility to the Hub will be under the Switched Access DS1 CDP). For purposes of administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans(Cont'd)25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- (D) When a CDP is established, the CDP Customer agrees to the following requirements pertaining to all of its existing Service Discount Plans and Term Plans, under those ACNA(s) included in the CDP, as provided under Sections 6.7.16 or 7.4.10 preceding or 26.1 following.
- (1) The CDP Customer may continue with, or establish new, any available Service Discount Plan or Term Plan for any service(s) not included in 25.1.1(E) preceding. (C)
 - (2) The CDP Customer may continue any existing Service Discount Plan for Switched Access Tandem Switched Transport or may establish a new Service Discount Plan for Switched Access Tandem Switched Transport, subject to the regulations set forth in Section 6.7.16 preceding.
 - (3) Existing CDP Customers who subscribe to IEF services must choose one of the following options: (1) maintain existing term pricing plans on their IEF; or (2) include their IEF services under the CDP, in which case their IEF terminations must be combined with their Switched Access and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan; or (3) include the IEF services under the CDP and under the NDP in accordance with the terms set forth in this Section 25.1 and Section 25.2 following, respectively. If a CDP Customer chooses to include IEF in CDP after initially establishing CDP, the DS3 portion of the new combined commitment level will remain the same. Ninety percent (90%) of the then in-service IEF terminations under the ACNA(s) included in CDP will be added to the DS3 commitment levels to create a new combined DS3 and IEF commitment level. (C)

Applicable only to customers who established or renewed CDP on or after November 16, 2018.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.3 Plan Commitment Levels

(A) Minimum Commitment Levels

- (1) The CDP requires that a Minimum Commitment of channel terminations be established for the purpose of administering the plan. The total number of channel terminations shall be calculated using all such in-service channel terminations (both under this tariff and detariffed), which the Telephone Company provides to the CDP Customer under the ACNA(s) included in the CDP in all of its operating territories specified in Section 15 preceding. The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Standard Channel Termination rate elements of all services involved. (C)
- (2) The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following DS0 equivalent table. (C)

<u>Type of Channel Termination</u>	<u>DS0 Equivalent</u>
STS12 level	8,064
STS3 level	2,016
STS1 level	672
DS3 level	672
DS1 level	24
NES DS0	1
DDS II	1

When the calculation of the minimum commitment of DS0s results in a fraction of a DS0, always round up to the next whole DS0.

- (3) The customer will not be eligible to participate in the CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at the time of subscription is less than 336.
- (4) For CDPs established or renewed prior to November 16, 2018, the CDP Customer agrees to an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS II channel terminations which are in-service under the ACNA(s) included in the CDP at the time of subscription to CDP.
- (5) For all other services, the CDP Customer agrees to an initial Minimum Commitment of at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types which are in-service under the ACNA(s) included in the CDP at the time of subscription to CDP.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.5 Changes to the Discount Percentage

- (A) For services using discount percentages, the discount percentage will not be subject to Telephone Company initiated decreases during the commitment period. For example, if the Telephone Company initiates a decrease in the discount percentage for a particular commitment period from twenty-five percent (25%) to twenty percent (20%), the existing discount percentage of 25 percent will continue to be applied through the balance of the CDP Customer's commitment period.
- (B) If the Telephone Company initiates an increase in the discount percentage during the commitment period, the increased discount percentage will be used to determine the rates applicable to the customer. For example, if the Telephone Company initiates an increase in the discount percentage for a particular commitment period from twenty-five percent (25%) to thirty percent (30%), the new 30 percent discount will be applied through the balance of the CDP Customer's commitment period.
- (C) For CDPs established prior to December 17, 2019, in the event the Telephone Company initiates a rate increase and the discounted monthly billing for the affected service type, in aggregate, increases by eight percent (8%) or more, the CDP Customer may cancel a CDP for the affected service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the affected service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect. (C)
(T)
(T)

25.1.6 Changes to the IEF Term Plan Rates

- (A) If the Telephone Company initiates a decrease in the IEF Term Plan rates during the commitment period, the decreased rates shall apply to all services under the CDP which bill such IEF Term Plan rates as set forth above.
- (B) If the Telephone Company initiates an increase in the IEF Term Plan rates during the commitment period, the increased rates shall apply to all services under the CDP which bill such IEF Term Plan rates, subject to the applicable regulations set forth in this tariff, including Section 26.1.4 following.
- (C) For CDPs established prior to December 17, 2019, in the event the Telephone Company initiates a rate increase and the customer's monthly rate for the affected IEF Service, in aggregate, increases by eight percent (8%) or more, the CDP Customer may cancel a CDP for the IEF service type without the application of termination liability as set forth in Section 25.1.11 following. The CDP Customer must exercise its option to cancel the CDP for the IEF service type by providing written notice to the Telephone Company within thirty (30) days of the date of the effective rate increase. The CDP for other services shall remain in effect. (C)
(T)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.7 Application of the Discount Percentage or IEF Term Plan Rates

- (A) The Telephone Company shall apply the discount percentage or IEF Term Plan rate, as applicable, on a monthly basis during the commitment period to each Channel Termination, Channel Mileage, Optional Feature or Function or BSE, IEF Termination or IEF Interface monthly rate element. Channel Mileage, Optional Features or Functions, and BSEs are detariffed. (N)

- (1) During any true-up period as set forth below, the customer may exceed its Minimum Commitment by up to fifty-six percent (56%) (i.e., the maximum service level) for DDS II services and up to thirty percent (30%) for all other services. In such event, the regulations set forth in Section 25.1.7(D) following shall apply.

For example, assume that a customer has a Minimum Commitment for its DS1 High Capacity service type of 12,000 equivalent DS0s for the ACNA(s) included in CDP, and the customer has in-service as of the applicable true-up period 24,000 equivalent DS0s for said ACNA(s). The maximum service level would be 30% or 15,600 equivalent DS0s which will receive the discount. Amounts in excess of 15,600 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

For another example, assume that a customer has a Minimum Commitment for its DDS II service type of 50 equivalent DS0s for the ACNA(s) included in CDP, and the CDP Customer has in-service as of the applicable true-up period one hundred (100) equivalent DS0s for said ACNA(s). The maximum service level would be 56% or seventy-eight (78) equivalent DS0s which will receive the discount. Amounts in excess of 78 equivalent DS0s will be treated in accordance with Section 25.1.7(D) following.

- (2) Subject to Sections 1.1 and 25.1 preceding, the true-up process for each service type will determine if the CDP Customer (1) has not met its Minimum Commitment and is therefore subject to a shortfall adjustment, (2) has met its Minimum Commitment and is below the maximum service level and no adjustment to the commitment level is necessary, or (3) has met its Minimum Commitment and exceeded its maximum service level. Beginning on month six of the CDP and every six months thereafter, the Telephone Company will conduct a true-up which compares the average number of equivalent DS0s actually in service for the ACNA(s) included in CDP over the preceding six months to the average number of equivalent DS0s which comprise the Minimum Commitment. (C)
- (3) For purposes of applying the discount percentage or IEF Term Plan rates and administering the terms and conditions of the CDP, service provided as part of a Shared Use Arrangement is considered to be completely Switched Access or completely Special Access as determined by the type of facility ordered to the Hub.

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Rate Stability and Base Rates

(D)

(D)

For services provided with Base Rates, the discount percentage is applied to the Base Rates specified in Section 30. following for price band rates and Section 31. following for all other rates. Such rates are not rate stable and may change during the commitment period, causing an increase or decrease in the rates applicable to the CDP Customer. In no case will the Base Rate exceed the non-discounted monthly rate for the service.

(D)

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period (Cont'd)

- (2) If the CDP Customer does not notify the Telephone Company of its choice of (a), (b), or (c) above, in writing at least sixty (60) days prior to the expiration of the commitment period, the Telephone Company will continue two (2) additional months of CDP billing. If the CDP Customer does not notify the Telephone Company of its choice during the two (2) month extension, a new CDP will begin based on the previously effective commitment period, except as otherwise specified following. For CDPs established or renewed prior to November 16, 2018, a new CDP will not be established for the DDS II service type. The commitment level will be reset according to Section 25.1.3(A) preceding. The new CDP established under this Section (C)(2) will not include any Renewal Option. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. DDS II services will be converted to a month-to-month term plan at the then prevailing rate for month-to-month service. Switched DS1/DS3, Special Access 1.544 Mbps/44.736 Mbps, and IEF under expiring 60- or 84-month commitment periods will be converted to a 36-month commitment period.
- (D)
- (D)
- (D)

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25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(C) Expiration of a Commitment Period (Cont'd)

- (3) If all commitment periods for all services under the CDP are expiring, the CDP Customer has the following options: (1) Establish a new CDP for some or all of its ACNA(s); and/or (2) Select any then effective Service Discount Plan as set forth in Section 7.4.10 or Section 6.7.16 preceding for Special or Switched Access Service, respectively; and/or (3) Select any then effective term plan as set forth in Section 26.1.4 following for IEF, which may be available for such services; (4) Continue receiving service without a discount plan; and/or (5) Discontinue service.

(D) Extension of a Commitment Period

(1) Select New CDP with Equal or Longer Commitment Period

- (a) At any time prior to the expiration of the selected commitment period for an existing Commitment Discount Plan, the CDP Customer may extend the commitment period by cancelling the existing plan and selecting a new plan with a commitment period that is equal to or longer than the original commitment period associated with the cancelled plan. The CDP Customer must choose from the commitment periods available for each service type as set forth in Section 25.1.4 preceding. Effective May 30, 2019, the option to extend any commitment period to a 60- or 84-month commitment period is no longer available.
- (b) The option to extend the expiration date for DDS II service is not offered under any CDP established or renewed on or after November 16, 2018. For CDPs established or renewed prior to November 16, 2018, if the CDP Customer chooses to extend the expiration date for DDS II service offered under a Commitment Discount Plan, a new Minimum Commitment level must be established that is (1) the then existing Minimum Commitment level; or (2) seventy-five percent (75%) of the total number of channel terminations for DDS II for the ACNA(s) included in CDP, whichever is higher. For all other service types, the new Minimum Commitment level will be the higher of (1) the then existing Minimum Commitment level; or (2) ninety percent (90%) of the total number of then in service channel terminations for such service type for the ACNA(s) included in CDP. (D)
- (c) If the customer chooses to extend the expiration date for one or both of the service types offered under a combined service type, the new Minimum Commitment level will be either (1) the then existing commitment level for the combined services or (2) ninety percent (90%) of the total number of channel terminations for the combined service type for the ACNA(s) included in CDP, whichever is higher.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.10 Commitment Periods (Cont'd)(D) Extension of a Commitment Period (Cont'd)(1) Select New CDP with Equal or Longer Commitment Period (Cont'd)

- (d) Termination liability charges as set forth in Section 25.1.11 following are not applicable provided that the commitment period of the new plan is equal to or longer than the commitment period of the plan being cancelled. TISC is not applicable when extending the commitment period. All terms and conditions of CDP, including termination liability, will apply to the new CDP commitment period. During the period of the extension, the customer is still subject to the true-up process as set forth in Section 25.1.7 preceding.

(2) Extend Expiration Date of Commitment Period (for all services except Combined Service Types which are set forth in (3) following)

The option to extend the expiration date for DDS II Services is not offered under any CDP established or renewed on or after November 16, 2018. For all other service types that are not part of a combined service type, the CDP Customer has the option to extend, at the same discount percentage currently being applied, the expiration date of an expiring 24-month commitment period to coincide with an existing 24- or 36-month commitment period under the CDP Customer's CDP. Effective May 30, 2019, customers may not, for any service type: 1) extend the expiration date of any expiring commitment period to match the expiration date of a 60- or 84-month commitment period for another customer-subscribed service type under CDP; and/or 2) extend the expiration date of any 60- or 84-month commitment period. (D)

(3) Extend Expiration Date of Commitment Period for Combined Service Types

For combined service types, the CDP Customer has the following options:

- (a) The CDP Customer may extend the expiration date of an expiring 24-month commitment period of a combined service type to match the expiration date of a 36-month commitment period of the other service type. The CDP Customer may select the higher discount percentage associated with the longer commitment period of the service type with the expiring plan to apply during the extension. The discount percentages are described in Section 25.1.4 preceding. Effective May 30, 2019, customers may not, for all service types that are part of a combined service type: 1) extend the expiration date of any expiring commitment period to match the expiration date of a 60- or 84-month commitment period for another customer-subscribed service type under CDP and/or 2) extend the expiration date of any 60- or 84-month commitment period.

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25. Discount Plans (Cont'd)25.1 Commitment Discount Plans (Cont'd)25.1.13 Coterminous Plans

- (A) Upon establishment of a new commitment period under CDP under this tariff (excluding any extensions pursuant to Section 25.1.8(D)(2) or (3) preceding, a customer will have the option to match the plan's expiration date with the expiration date for each service type offered under a CDP in the operating territories of Verizon Delaware LLC, Verizon Maryland LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, Verizon Virginia LLC and Verizon Washington, D.C. Inc., provided that, the selected services are under the same length term plan, and provided further that, there is at least fifty percent (50%) of the time remaining in the CDP term in the operating territories of Verizon Delaware LLC, Verizon Maryland LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, Verizon Virginia LLC and Verizon Washington, D.C. Inc. If the same term plan lengths are not available (e.g., DS3), the selected service must be the longest term plan length available in this tariff. The rates, terms, and conditions associated with each service will be provided pursuant to the tariff/product guide from which the service was ordered. (C)
(C)
(D)
(C)
(C)
(D)
(T)
- (B) Time in-service credit, when applicable, will be adjusted when the customer elects coterminous plans. The number of months of time in-service credit shall be the difference between (a) the time in-service credit available to the customer on the new CDP under this tariff calculated in accordance with Section 25.1.10(F) preceding; and (b) the number of months or fraction thereof that the new CDP commitment period under this tariff is reduced in order to make that date coterminous with the expiration date of the customer's commitment period under CDP in Tariff F.C.C. No. 1. No time in-service credit will be applied if the difference from the prior sentence (i.e., (a) minus (b)) results in a net time in-service credit that is less than or equal to zero.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan#25.2.1 General(A) Overview

The National Discount Plan (**NDP**) is an optional discount plan that allows the NDP Customer to aggregate its Qualifying Services on a national basis. The NDP provides discounts on certain rate elements of Qualifying Services. The level of discount received by the NDP Customer corresponds to the NDP Customer's quantities of Qualifying Services, the customer's selection of a Commitment Matrix Option, and the Plan Year.

Subject to Section 1.1 preceding, the Telephone Company manages an NDP as a single plan and applying tariffed and detariffed rates, terms and conditions as applicable. Any references to detariffed services are solely to assist in understanding the overall plan and shall not be construed to mean that such services are offered under this tariff or are subject to Section 203 of the Act.

(N)

(N)

(B) Specific Terms and References

Unless otherwise defined in this tariff, the following terms are used in this Section 25.2. References to other sections of Section 25.2 are provided for further information on each term.

- (1) **Achieved Discount Tier**: shall mean the Discount Tier (as determined in the Annual True-Up) that the NDP Customer could have achieved during the Annual True-Up Period.
- (2) **ACNA**: shall mean Access Customer Name Abbreviation, as such term is generally understood in the Telecommunications Industry to be the name abbreviation for a purchaser of Special Access Services and Facilities for Interstate Access.
- (3) **Actual Increase**: shall mean a measurement used in calculating the CBB Discount, that measures the difference between (i) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month one (1) of the Annual True-Up Period; and (ii) the number of Equivalent DS1 CTs or Equivalent DS1 CMs (as applicable) in month twelve (12) of the Annual True-Up Period.
- (4) **Anniversary Date**: shall mean each twelve (12) month anniversary of the NDP Start Date during the Term.
- (5) **Annual True-Up**: shall mean the true-up conducted by the Telephone Company following the end of each Plan Year during which the Telephone Company shall measure, among other things, whether the NDP Customer has met and/or exceeded the Commitment Level and the Discount Tier for the Annual True-Up Period, as more specifically described in Section 25.2.7 following. A **Final True-Up** shall be conducted in accordance with Section 25.2.14(B)(1) following.

Effective May 30, 2019, subscriptions to new NDP are no longer permitted. Subject to Section 1.1 preceding, the Telephone Company will continue to provide NDP pursuant to this Section 25.2 on any existing NDP that was in-service as of May 30, 2019 (Existing NDPs), subject to the following conditions:

(C)

(T)

- The Telephone Company will continue to provide Existing NDPs until (i) the customer discontinues NDP; or (ii) the current commitment period expires, whichever comes first.
- Renewal of an Existing NDP is not permitted.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan# (Cont'd)

25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (6) **Annual True-Up Period:** shall mean the most recent Plan Year that has just been completed for which the Annual True-Up is being conducted.
- (7) **Assigned Discount Tier:** shall mean the applicable Discount Tier that was in effect during an Annual True-Up Period.
- (8) **Average Monthly Rate Per Equivalent DS1 CM:** shall mean the rate as calculated in accordance with Section 25.2.7(C)(2) following.
- (9) **Average Monthly Rate Per Equivalent DS1 CT:** shall mean the rate as calculated in accordance with in Section 25.2.7(C)(1) following.
- (10) **Channel Termination(s):** shall mean the applicable Special Access channel terminations for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 1 (FCC1) and in this tariff, the applicable Special Access Lines (SAL(s)) for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 14 (FCC14), and the applicable Circuit Terminations for Qualifying Services (as used in the Telephone Company's Tariff F.C.C. No. 16 (FCC16) as follows.
 - (a) Channel Terminations for Special Access DS1 Services are described in Section 7.2.9 of FCC1, Section 7.2.9 preceding of this tariff, Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and
 - (b) Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are described in Section 5.3.6 of FCC14, and Section 7.11.1 of FCC16; and
 - (c) Secondary Channel Terminations for Special Access DS3 Services using electrical and optical interfaces are set forth in Section 7.2.9 of FCC1, and Section 7.2.9 preceding of this tariff. (D)
 - (d) Channel Terminations for IEF Services.
- (11) **Channel Termination Revenue Cap:** shall mean the total discounted monthly revenues associated with all in-service channel termination rate elements for Equivalent DS1 CTs for month one of the NDP multiplied by the appropriate Commitment Level percentage (e.g., 92% for Deluxe). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the Channel Termination (CT) Revenue Cap.

Service availability limited. Refer to # footnote on Page 25-29.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (12) **Channel Mileage**: shall mean the applicable channel mileage for Qualifying Services, the applicable Special Transport for Qualifying Services, and the applicable Circuit Mileage for Qualifying Services . (D)
| (D)
- (13) **Channel Mileage Revenue Cap**: shall mean the total discounted monthly revenues associated with all in-service channel mileage rate elements for Equivalent DS1 CMs for month one of the NDP multiplied by the appropriate Commitment Level percentage (e.g., 92% for Deluxe). In the event the Commitment Level changes (e.g., as a result the NDP Customer exceeding its Maximum Service Level), the Telephone Company will make a commensurate adjustment to the Channel Mileage (CM) Revenue Cap. (D)
| (D)
- (14) **Commitment Buy Up Bonus**: shall mean an option available to the NDP Customer which allows the NDP Customer to increase (buy-up) their CT Commitment Level and/or their CM Commitment Level, and receive a discount on one or both Commitment Levels, as described in Section 25.2.7(E) following.
- (15) **CBB Discount**: shall mean the Commitment Buy-Up Bonus Discount as described in Section 25.2.7(E) following.
- (16) **Commitment Level**: shall mean the CM Commitment Level (i.e., the total number of Equivalent DS1 CMs) and/or the CT Commitment Level (i.e., the total number of Equivalent DS1 CTs) that the NDP Customer must commit to the NDP, as described further in Section 25.2.4 following. If the NDP Customer has Channel Terminations and Channel Mileage, then the NDP Customer must establish a separate Commitment Level for Channel Terminations (**CT Commitment Level**) and a separate Commitment Level for Channel Mileage (**CM Commitment Level**).
- (17) **Commitment Matrix**: shall mean the Premier Commitment Matrix, the Standard Commitment Matrix or the Deluxe Commitment Matrix as each is described in Section 25.2.4(C) following.

Service availability limited. Refer to # footnote on Page 25-29.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.1 General (Cont'd)

(B) Specific Terms and References (Cont'd)

- (33) **Person**: shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.
- (34) **Plan Year**: shall mean each 12 month period during the Term of the NDP commencing on the NDP Start Date and each Anniversary Date thereafter, as applicable.
- (35) **Qualifying Services**: shall mean Special Access DS1 Services, Special Access DS3 Services and IEF Services provided by the Telephone Company to the NDP Customer as more specifically described in Section 25.2.3 following of this Tariff, Section 25.3.3 of FCC1, Section 23.1.3 of FCC14, and Section 22.1.3 of FCC16.
- (36) **Renewal Term**: shall mean any renewed 5-year period of the NDP.
- (37) **Sale Adjustment**: shall mean an adjusted amount of Equivalent DS1 CTs and an adjusted amount of Equivalent DS1 CMs which are no longer provided to the NDP Customer as a result of a Telephone Company Sale.
- (38) **Shortfall Penalty**: shall mean a penalty assessed against the NDP Customer when it fails to meet its CT Commitment Level and/or CM Commitment Level, as applicable, during an Annual True-Up Period, as further described in Section 25.2.7(C) following.
- (39) **Special Access DS3 Service**: shall mean Special Access DS3 High Capacity/44.736 Mbps Service as described in Section 7.2.9 of FCC1, Special Access High Capacity 44.736 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity Digital DS3 Service as described in Section 5.3.6(E) of FCC14, and Special Access DS3 High Capacity Service as described in Section 7.11 of FCC16, and detariffed interstate Special Access DS3/44.736 Mbps Services provided by the Telephone Company. (C)
|
(C)
- (40) **Special Access DS1 Service**: shall mean Special Access DS1 High Capacity/1.544 Mbps Service as described in Section 7.2.9 of FCC1, Special Access High Capacity 1.544 Mbps Service as described in Section 7.2.9 preceding of this tariff, Special Access High Capacity Digital DS1 Service as described in Section 5.3.6(A) of FCC14, and Special Access DS1 High Capacity Service as described in Section 7.11 of FCC16, and detariffed interstate Special Access DS1 High Capacity/1.544 Mbps Service provided by the Telephone Company. (C)
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(C)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.1 General (Cont'd)

(E) Subscription to Other Arrangements (D)

- (1) At any time during the Term of the NDP, the NDP Customer may not simultaneously subscribe the Discounted Rate Elements for the ACNA(s) included in the NDP Customer's NDP to other existing or new arrangements (including a contract option, an individual case basis arrangement, specialized service arrangement (or the like), or other discount plan, such as Service Discount Plans and Commitment Discount Plans, subject to the exceptions set forth in Section 25.2.1(D)(1) following. Except as set forth in (D)(1)(a) through (e) following, if the NDP Customer subscribes to such other arrangement, then the NDP Customer shall be deemed to have terminated the NDP, and termination liability (as set forth in Section 25.2.13 following) shall apply. (D)
- (a) Unless specifically prohibited under a contract option, the NDP Customer may concurrently subscribe to and receive the benefits of the NDP and any existing or new contract option that provides discounts on a circuit specific basis on any Qualifying Service (including discounts or credits on Discounted Rate Elements); or (D)
- (b) Unless specifically prohibited under a contract option, the NDP Customer may concurrently subscribe to and receive the benefits of NDP and any existing or new contract option that provides discounts for achieving certain aggregate volume or revenue targets for IEF Services; or (D)
- (c) The specific arrangement (including the contract option) specifically permits concurrent subscription to the NDP and the applicable contract option; or (D)
- (d) Reserved. (D)
- (e) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan. (D)
- (f) The NDP Customer may concurrently subscribe Qualifying Services ordered on or after July 16, 2016 to other existing or new arrangements as long as said Qualifying Services are for an ACNA that is not included in the NDP Customer's NDP. (D)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

The Qualifying Services are included in the NDP for purposes of determining the Equivalent DS1 CTs and Equivalent DS1 CMs.

- (1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and/or under FCC1, and/or FCC14, and/or on a detariffed basis, and subscribes to the NDP, the NDP Customer's NDP must include the Qualifying Services in the quantities set forth in (B) following that are purchased for the ACNA(s) included in NDP. For each Qualifying Service, the NDP Customer must include all quantities (i.e., one hundred percent (100%)) of such Qualifying Services purchased for the ACNA(s) included in NDP. (C) (D) (D)
- (2) The NDP will be administered as a single discount plan across all of the Telephone Company's operating territories for which a single set of Commitment Levels, Discount Tiers, and Term shall apply. (C)

For example, assume an NDP Customer purchases Special Access DS3 Services under this tariff and under FCC1 and FCC14, as well as detariffed interstate DS3 services provided by the Telephone Company in the same operating territories. In this case, the NDP Customer must subscribe to the NDP all (i.e., 100%) of such Special Access DS3 Services for the ACNA(s) included in the NDP Customer's NDP. The NDP Customer's NDP shall be administered as one discount plan across all of these operating territories (both under this tariff and on a detariffed basis). Assume further that in Plan Year 2, the NDP Customer purchases Special Access DS1 Services in FCC 16, and/or detariffed interstate Special Access DS1 Services provided by the Telephone Company in the same operating territories. Then, the Telephone Company shall include all (i.e., 100% of such Special Access DS1 Services for the ACNA(s) included in the NDP Customer's NDP. (C) (C) (D) (C) (C) (C) (C)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.3 Qualifying Services

(B) Qualifying Services

Subject to the terms of Section 25.2.1(D) preceding, the applicable percentage (as listed below) of each Qualifying Service provided by the Telephone Company to the NDP Customer pursuant to this tariff, FCC1, FCC14, FCC16, and on a detariffed basis, for the ACNA(s) included in the NDP Customer's NDP, shall be included in the NDP at the time of subscription to NDP and, as applicable, at any time during the Term when the NDP Customer purchases additional quantities of such Qualifying Services. (C)

- (1) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Terminations;
- (2) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Terminations (including Individual System, 3 System, and Unlimited System configurations, and 12 Capacity System configurations); (D)
(D)
- (3) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Mileage (see Note 1);
- (4) All quantities (one hundred percent (100%)) of Special Access DS3 Service Channel Mileage (including Individual System, 3 System, and Unlimited System configurations, and Individual System, 3 Capacity System, 12 Capacity System and Unlimited System configurations)(see Note 1); (D)
(D)
- (5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations.

Note 1: The MetroLAN Optional Arrangement is not a Qualifying Service. (D)

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25. Discount Plans (Cont'd)

25.2 National Discount Plan# (Cont'd)

25.2.3 Qualifying Services (Cont'd)

(C) Shared Use Arrangements

For Qualifying Services that are provided as part of a Shared Use Arrangement as set forth in Section 5.2.7 preceding, the Special Access DS3 Service, Special Access DS1 Service or IEF Service will be included in the NDP. The Switched Access Portion for such services of the Shared Use Arrangement will not be included in the NDP or be subject to discounting under the NDP.

(D) Reserved for Future Use

(C)

(D)

(D)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.4 Commitment Levels and Discount Tiers

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs

In order to establish Commitment Levels and Discount Tiers, Equivalent DS1 CTs and Equivalent DS1 CMs must be determined. Based on the actual quantities of Channel Terminations and Channel Mileage for the ACNA(s) included in the NDP Customer's NDP, and the percentage of each Qualifying Service that must be included in the NDP (i.e., 100% or 75%, as applicable), as set forth in Section 25.2.3(B) preceding, the Telephone Company will calculate the Equivalent DS1 CTs and Equivalent DS1 CMs.

(1) The Equivalent DS1 CTs shall be calculated as follows:

- (Step 1) Determine the actual quantity of Channel Terminations for each Qualifying Service for the ACNA(s) included in the NDP Customer's NDP. (D)
- (Step 2) Multiply the actual quantity of Channel Terminations for such Qualifying Service by 100% if the Qualifying Service is Special Access DS1 Service, Special Access DS3 Services, or an IEF Service.
- (Step 3) Using Table 1, below, multiply (a) the applicable number in the column entitled "DS1 CT Multiplier" below; by (b) the number derived in Step 2 above.
- (Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.
- (Step 5) Add the product of all of the equivalent Channel Terminations for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 1: Calculation of Equivalent DSI CTs.

<u>Qualifying Service</u>	<u>DS1 CT Multiplier</u>
STS1 level	28
DS3 level	28
DS1 level	1

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.4 Commitment Levels and Discount Tiers (Cont'd)

(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) The Equivalent DS1 CMs shall be calculated as follows:

- (Step 1) Determine the actual quantity of Channel Mileage for each Qualifying Service for the ACNA(s) included in the NDP Customer's NDP. (D)
- (Step 2) Multiply the actual quantity of Channel Mileage for such Qualifying Service by 100% if the Qualifying Service is a Special Access DS1 Service or a Special Access DS3 Services.
- (Step 3) Using Table 2, below, multiply (a) the applicable number in the column entitled "DS1 CM Multiplier" below; by (b) the number derived in Step 2 above.
- (Step 4) Repeat the process in Steps (1) through (3) for each Qualifying Service.
- (Step 5) Add the product of all of the equivalent Channel Mileage for all of the Qualifying Services derived in Steps (1) through (4) above.

Table 2: Equivalent DSI CMs.

<u>Qualifying Service</u>	<u>DS1 CM Multiplier</u>
STS1 level	N/A
DS3 level	28
DS1 level	1

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25. Discount Plans (Cont'd)

25.2 National Discount Plan# (Cont'd)

25.2.5 Application of Discount

(A) Discounted Rate Elements

The discounts provided under the NDP shall only be provided for the ACNA(s) included in the NDP Customer's NDP on the following Discounted Rate Elements:

- | | | |
|-----|---|--------------------------|
| (1) | The following Discounted Rate Elements offered in the operating territories of Verizon Delaware LLC, Verizon Maryland LLC, Verizon New Jersey Inc., Verizon Pennsylvania LLC, Verizon Virginia LLC and Verizon Washington, D.C. Inc. are included in NDP. | (C)

(C) |
| (a) | Special Access DS1 Service Channel Terminations, Basic Service, Section 7.5.9(A) of FCC1, as determined in accordance with Section 14.8 of FCC1, and/or on a detariffed basis. | (C)
(C) |
| (b) | Detariffed Special Access DS1 Service Channel Mileage, Basic Service. | (C)
(D) |
| (c) | Detariffed Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service. | (C)
(D) |
| (d) | Detariffed Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service. | (C)
(D) |
| (e) | Detariffed Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service. | (C)
(D) |
| (f) | Detariffed Special Access DS3 Service primary Channel Terminations, Base Rates,. | (C)
(C) |
| (g) | Special Access DS3 Service secondary Channel Terminations, Base Rates, Section 7.5.9(A) of FCC1, as determined in accordance with Section 14.8 of FCC1, and/or on a detariffed basis. | (C)
(D)
(C)
(C) |
| (h) | Detariffed Special Access DS3 Service Channel Mileage, <u>Banded</u> Base Rates, as applicable. | (C)
(D) |
| (i) | Detariffed Special Access DS3 Service Channel Mileage, Base Rates, as applicable. | (C)
(D) |
| (j) | Detariffed Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates. | (C)
(D) |

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.5 Application of Discount (Cont'd)

(A) Discounted Rate Elements (Cont'd)

- | | | |
|-----|---|--------------------------|
| (2) | The following Discounted Rate Elements offered in the operating territories of Verizon New England Inc. and Verizon New York Inc. are included in NDP. | (C)

(C) |
| (a) | Special Access DS1 Service Channel Terminations, Section 31.7.9(A)(1)(a) following, as determined in accordance with Section 15.4 preceding, and/or on a detariffed basis. | (D)
(C)
(C) |
| (b) | Detariffed Special Access DS1 Service Channel Mileage. | (C) |
| (c) | Detariffed Special Access DS1 Service DS1 to Voice Multiplexing in New York/Connecticut, Basic Service. | (C)
(D) |
| (d) | Detariffed Special Access DS1 Service DS1 to DS0 Multiplexing in New York/Connecticut. | (C)
(D) |
| (e) | Detariffed Special Access DS3 Service primary Channel Terminations, Base Rates. | (C)
(C) |
| (f) | Special Access DS3 Service secondary Channel Terminations with optical and electrical interfaces, Base Rates, Section 31.7.9(A)(1)(c) following, as determined in accordance with Section 15.4 preceding, and/or on a detariffed basis. | (C)
(D)
(C)
(C) |
| (g) | Detariffed Special Access DS3 Service optical and electrical Channel Mileage, <u>Banded</u> Base Rates, as applicable. | (C)
(D) |
| (h) | Detariffed Special Access DS3 Service optical and electrical Channel Mileage, Base Rates, as applicable. | (C)
(D) |
| (i) | Detariffed Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates. | (C)
(D) |

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.5 Application of Discount (Cont'd)

(A) Discounted Rate Elements (Cont'd)

- (3) The following Discounted Rate Elements offered in the operating territories of Verizon North LLC (0169) and Verizon South Inc. (4337) are included in NDP. (C)
- (a) Special Access High Capacity DS1 (1.544 Mbps) Facilities - SAL rate elements of a Standard Arrangement as specified in Section 5.7.7 of FCC14, as determined in accordance with Section 19.2 of FCC14, and/or on a detariffed basis. (C)
- (b) Detariffed Special Access High Capacity DS1 (1.544 Mbps) Facilities - Special Transport Facility and Termination rate elements of a Standard Arrangement (see Note 2). (D)
- (c) Special Access High Capacity DS3 (44.736 Mbps) Facilities - SAL rate elements of an Individual System or a 3 System configuration (with or without Telephone Company electronics) as specified in Sections 5.7.10 and 5.7.12 of FCC14, respectively, as determined in accordance with Section 19.2 of FCC14, and/or on a detariffed basis. (C)
- (d) Detariffed Special Access High Capacity DS3 (44.736 Mbps) Facilities - Banded Special Transport rate elements of an Individual System, a 3 System, or an Unlimited System configuration. (D)
- (e) Special Access High Capacity DS3 (44.736 Mbps) Facilities - Special Transport Facilities (as set forth in Section 5.7.14(A) of FCC14) and 44.736 Mbps Terminations (as set forth in Section 5.7.14(B) of FCC14) of an Individual System, a 3 System or an Unlimited System configuration, as determined in accordance with Section 19.2 of FCC14, and/or on a detariffed basis. (T)
(C)

Note 2: All Special Transport rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.

Note 3: All SAL rate elements of an Unlimited System are not Discounted Rate Elements.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.5 Application of Discount (Cont'd)

(A) Discounted Rate Elements (Cont'd)

- (4) The following Discounted Rate Elements offered in the operating territories of Verizon North LLC (0170, 0201) and Verizon South Inc. (0864F, 0233) are included in NDP. (C)
(C)
- (a) Special Access High Capacity DS1 Service - Circuit Termination rate elements as specified in Section 7.11.5(A) of FCC16, and/or on a detariffed basis. (C)
- (b) Detariffed Special Access High Capacity DS1 Service - Fixed and Per Mile Circuit Mileage rate elements (see Note 2). (C)
(D)
- (c) Special Access High Capacity DS3 Service - Circuit Termination rate elements of an Individual System or a 3 Capacity System configuration (with or without Telephone Company electronics) as specified Section 7.11.5(E) of FCC16, and/or on a detariffed basis (see Note 3). (C)
- (d) Detariffed Special Access High Capacity DS3 Service - Banded Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration. (C)
(D)
- (e) Detariffed Special Access High Capacity DS3 Service - Fixed and Per Mile Circuit Mileage rate elements of an Individual System, an Unlimited System, a 3 Capacity System or a 12 Capacity System configuration . (C)
(D)

Note 2: All Circuit Mileage rate elements of the MetroLAN Optional Arrangement are not Discounted Rate Elements.

Note 3: All Circuit Termination rate elements of an Unlimited System, a 12 Capacity System, or a 24 Capacity System are not Discounted Rate Elements.

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25. Discount Plans (Cont'd)

25.2 National Discount Plan# (Cont'd)

25.2.6 Special Access DS3 Service Channel Mileage Rates

Special Access DS3 Service Channel Mileage Rates are detariffed. (C)

(D)

(D)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(C) Shortfall Penalty (Cont'd)

(1) Option 1 Shortfall Penalty Method and Calculation (Cont'd)

(Step 2) Determine the Monthly Shortage of Equivalent DS1 CTs and/or the Monthly Shortage of Equivalent DS1 CMs, as applicable.

(a) The NDP Customer's Monthly Shortage of Equivalent DS1 CTs will be determined by subtracting (i) the Monthly Average Count of Equivalent DS1 CTs determined in Step 1; from (ii) the CT Commitment Level.

(b) The NDP Customer's Monthly Shortage of Equivalent DS1 CMs will be determined by subtracting (i) the Monthly Average Count of Equivalent DSM CTs determined in Step 1; from (ii) the CM Commitment Level.

(Step 3) Calculate the Average Monthly Rate per Equivalent DS1 CT and/or the Average Monthly Rate per Equivalent DS1 CM, as applicable.

(a) The Average Monthly Rate per Equivalent DS1 CT is calculated by (i) adding the total Monthly Charges billed for all Channel Termination and multiplexing (multiplexing is excluded in the operating territories of Verizon North LLC and Verizon South Inc.) Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CTs calculated in Step 1.

(C)
|
(C)

(b) The Average Monthly Rate per Equivalent DS1 CM is calculated by (i) adding the total Monthly Charges billed for all Channel Mileage Discounted Rate Elements, during each month of the Annual True-Up Period; and (ii) dividing the result in (i) preceding by twelve months; and (iii) dividing the result in (ii) preceding by the Average Monthly Count of Equivalent DS1 CMs calculated in Step 1.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts.

The Non-Discounted Billed Amount(s) are (a) the total Monthly Charges for the Channel Termination and multiplexer Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period if the discount percentages as set forth in Section 25.2.5(B) preceding were not applied; or (b) the total Monthly Charges for the Channel Mileage Discounted Rate Elements that the NDP Customer would have paid during the Annual True-Up Period, if the discount percentages as set forth in Section 25.2.5(B) preceding were not applied. Discounted Rate Elements are specified in Section 25.2.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

- (1) Calculate the Non-Discounted Billed Amount for Special Access DSL Service Channel Termination Discounted Rate Elements (multiplexing is excluded in the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C)

As an illustrative example, assume the total Monthly Charges billed for such Channel Terminations was \$12,000,000 and, pursuant to the discount tables set forth in Section 25.2.5(B) preceding, the Assigned Discount Tier yielded a discount percentage of 36%. The total Non-Discounted Billed Amount would have been $\$12,000,000 / (1 - 0.36) = \$18,750,000$. (C)

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(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (2) Calculate the Non-Discounted Billed Amount for the Special Access DS1 Service multiplexer Discounted Rate Elements (multiplexing is excluded in the operating territories of Verizon New England Inc., Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C)
- (3) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Termination Discounted Rate Elements (excluding the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such Channel Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C)
- (4) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service multiplexer Discounted Rate Elements (multiplexing is excluded in the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such multiplexers in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (5) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service SAL Discounted Rate Elements and Special Access DS1 Service Circuit Termination Discounted Rate Elements in the operating territories of Verizon North and Verizon South Inc. by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D)
(C)
(C)
- (6) Calculate the Non-Discounted Billed Amount for Special Access DS3 SAL Discounted Rate Elements and Special Access DS3 Service Circuit Termination Discounted Rate Elements in the operating territories of Verizon North and Verizon South Inc. by (i) adding the billed Monthly Charges for all such SALs and Circuit Terminations in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D)
(C)
(C)
- (7) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Channel Mileage Discounted Rate Elements (excluding the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C)
|
(C)

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 3) (Cont'd)

- (8) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Channel Mileage (including Banded Channel Mileage and Base Rate Channel Mileage) Discounted Rate Elements (excluding the operating territories of Verizon North LLC and Verizon South Inc.) by (i) adding the billed Monthly Charges for all such Channel Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (C) (C)
- (9) Calculate the Non-Discounted Billed Amount for Special Access DS1 Service Special Transport Discounted Rate Elements and Special Access DS1 Service Circuit Mileage in the operating territories of Verizon North LLC and Verizon South Inc. by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D) (C) | (C)
- (10) Calculate the Non-Discounted Billed Amount for Special Access DS3 Service Special Transport (including Banded Special Transport and Special Transport) Discounted Rate Elements and Special Access DS3 Service Circuit Mileage (including Banded Circuit Mileage and Circuit Mileage) in the operating territories of Verizon North LLC and Verizon South Inc. by (i) adding the billed Monthly Charges for all such Special Transport and Circuit Mileage in each month of the Annual True-Up Period; and (ii) then dividing the number derived in (i) preceding by one (1) minus the discount percentage associated with the Assigned Discount Tier for such Discounted Rate Element. (D) (C) | (C)

Service availability limited. Refer to # footnote on Page 25-29.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(2) (Cont'd)

(Step 4) Calculate the difference in the discount percentages.

For each of the Discounted Rate Element categories specified in (1) through (10) of Step 3 above, using the discount percentages set forth in 25.2.5(B) preceding, individually calculate the difference between (i) the discount percentage of the Achieved Discount Tier; and (ii) the discount percentage of the Assigned Discount Tier.

For example, if the Assigned Discount Tier for Channel Terminations under category (1) of Step 3 preceding has a discount percentage of 36% and the Achieved Discount Tier for category (1) of Step 3 preceding has a discount percentage of 35%, then the difference in the discount percentages is 1%. (D)

(Step 5) Individually calculate the dollar amount of the Discount Tier Adjustments.

For each Discounted Rate Element category specified in (1) through (10) of Step 3 above, individually calculate the dollar amount of the Discount Tier Adjustment by multiplying (i) the Non-discounted Billed Amount calculated for each Discounted Rate Element category in Step 3 above; by (ii) the difference in the discount percentage determined in Step 4 above for such Discounted Rate Element category.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

- (4) As an illustrative example of an adjustment to a higher Discount Tier for Channel Terminations, assume that (i) the NDP Customer is under the Premier Commitment Matrix; and (ii) the Assigned Discount Tier for Channel Terminations is Discount Tier D (120,001 to 195,000 Equivalent DS1 CTs) which provides a 36% discount for DS1 Channel Terminations; and (iii) no Discount Tier Adjustment is required for Channel Mileage because the NDP Customer's Achieved Discount Tier is the same as the Assigned Discount Tier for the Annual True-Up Period (i.e., the Telephone Company will disregard categories (7) through (10) of Step 3 in Section 25.2.7(D)(3) preceding).

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Section 25.2.7(B)(1) preceding. In this example, assume that this number is calculated as 201,000 Equivalent DS1 CTs.

(Step 2) Determine the Achieved Discount Tier in accordance with category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding. For purposes of this example, assume that Achieved Discount Tier for Channel Terminations (excluding the operating territories of Verizon North LLC and Verizon South Inc.) is Tier E (195,001 to 275,000 which has a 37% discount). Since the Monthly Average Count of Equivalent DS1 CTs is 201,000 Equivalent DS1 CTs, the corresponding Achieved Discount Tier for Channel Terminations is Tier E (195,001 to 275,000 which has a corresponding discount percentage of 37% discount).

(C)
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(C)

Since the Achieved Discount Tier (Tier E) is a higher Discount Tier than the Assigned Discount Tier (Tier D), proceed with Steps 3 through 6 of Section 25.2.7(D)(2)(a) preceding.

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 3) Calculate the Non-Discounted Billed Amounts for each Channel Termination and multiplexer Discounted Rate Element category specified in Step 3 of Section 25.2.7(D)(2)(a) preceding.

The Non-Discounted Billed Amount for DS1 Channel Terminations (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding), is calculated as follows: (D)

(1) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations under this tariff and FCC1 is \$12,000,000.

(ii) Remove the discount associated with the Assigned Discount Tier [$\$12,000,000 / (1 - 0.36) = \$18,750,000$].

The monthly Non-Discounted Billed Amount for DS1 Channel Terminations (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding) is \$18,750,000. (D)

In accordance with Step 3 of Section 25.2.7(D)(2)(a) preceding, calculate the monthly Non-Discounted Billed Amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding).

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 4) Calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for the Channel Termination Discounted Rate Elements (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding). For this Discounted Rate Element category, the difference is calculated as follows: [37% Achieved Discount Tier - 36% Assigned Discount Tier = 1% difference] (D)

In accordance with Step 4 of Section 25.2.7(D)(2)(a) preceding, calculate the difference in the discount percentage between the Assigned Discount Tier and the Achieved Discount Tier for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding).

(Step 5) Calculate the dollar amount of the Discount Tier Adjustments for the Channel Termination Discounted Rate Elements (i.e., category (1) of Step 3 in Section 25.2.7(D)(2)(a) preceding). For this Discounted Rate Element category, the dollar amount is calculated as follows [18,750,000 Non-Discounted Billed Amount from Step 3 x 1% difference in discount percentage from Step 4 = \$187,500]. (D)

In accordance with Step 5 of Section 25.2.7(D)(2)(a) preceding, calculate the dollar amount for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding).

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25. Discount Plans (Cont'd)25.2 National Discount Plan# (Cont'd)25.2.7 Annual True-Up (Cont'd)

(D) Discount Tier Adjustment (Cont'd)

(4) (Cont'd)

(Step 5) (Cont'd)

Assume the calculations in Steps 3 through 5 preceding are done for each of the remaining Channel Termination and multiplexer Discounted Rate Elements (i.e., categories (2) through (6) of Step 3 in Section 25.2.7(D)(2)(a) preceding). Further assume the calculations yield the following Discount Tier Adjustments:

DS1 Multiplexer	\$100,000	(D)
DS3 CT	\$200,000	
DS3 Multiplexer	\$150,000	(D)
DS1 CT (Verizon North LLC and Verizon South Inc.	\$100,000	(C)
DS3 CT (Verizon North LLC and Verizon South Inc.	\$200,000	(C)

(Step 6) Calculate the Total Discount Tier Adjustment in accordance with Step 6 of Section 25.2.7(D)(2)(a) preceding. The total Discount Tier Adjustment for Channel Termination and multiplexer Discounted Rate Elements is equal to \$937,500 [\$187,500 + \$100,000 + \$200,000 + \$150,000 + \$100,000 + \$200,000]. The NDP Customer would receive a credit of \$937,500 on its BANs for this Discount Tier Adjustment.

(5) No change will be made to the NDP Customer's Commitment Levels, regardless of whether or not the Discount Tier was adjusted upward or downward. An NDP Customer subscribed to the Premier Commitment Matrix may qualify for the Commitment Buy-Up Bonus Option and receive a CBB Discount under Section 25.2.7(E) following.

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26. SONET Services

26.1 Service Descriptions

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ACCESS SERVICE

26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.4 IntelliLight® Entrance Facility (IEF)# (Cont'd)

(B) Service Description (Cont'd)

Optical IEF Interfaces:

The optical IEF interfaces define the optical transmission rate of the Switched Access and Special Access interface to be provided. Three optical interfaces are available: OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2.488 Gbps). The optical interfaces are provided in a manner that allows fractional capacity to be activated in increments of STS1s. Fractional optical interface terminations can be connected to lower speed Switched and Special Access Services as set forth in Sections 6. and 7. preceding, and to Special Access and advanced data services that are equal to the bandwidth of the interface. Additionally, IEF provided with interfaces at STS1, OC3 and OC12 can be connected to:

- STS1 central office extensions or ports of an IDSR or of a DSR (D)
(both of which are detariffed); (C)
- IntelliLight® Broadband Transport (IBT) services (OC3 and OC12 interfaces only) or multiplexed IBT services (connection to an IBT OC3 and OC12 multiplexing nodes can only occur from an IEF OC48 arrangement)(detariffed); or (C)
- IntelliLight® Shared Single Path (STS1 only)(detariffed). (C)

IEF provided with interfaces at STS1, OC3 and OC12 can also be connected to Verizon Optical Networking STS1, OC3c and OC12c Ethernet-to-SONET mapped services (detariffed). (C)

Interface charges, as set forth in Section 30.26.4 following, do not apply when IEF is provided with an optical interface. (D)

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26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.4 IntelliLight® Entrance Facility (IEF)# (Cont'd)

(B) Service Description (Cont'd)

Channel mileage (detariffed), when applicable, will apply at ISSP STS1 channel mileage rates or at other channel mileage rates for the appropriate High Capacity, NYNEX Enterprise DS3 Service or IntelliLight® Broadband Transport (IBT) being transported over the Telephone Company's interoffice facilities. (C)

An IEF Termination with an IEF DS3 interface is transported over the Telephone Company's interoffice facilities as DS3 service and is billed the applicable DS3 channel mileage rates. An IEF Termination with an IEF STS1 interface is transported over the Telephone Company's interoffice facilities as ISSP STS1 and is billed the ISSP STS1 mileage charge. (D)

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26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.4 IntelliLight® Entrance Facility (IEF)#(Cont'd)

(D) Terms and Conditions (Cont'd)

- (5) Asynchronous multiplexing of DS1s into a DS3 occurs outside the SONET network and requires DS3 to DS1 Multiplexing (detariffed) at a Telephone Company Hub, or grooming of NYNEX Enterprise DS1s into a NYNEX Enterprise DS3 (detariffed). (C)
(D)
(C)

Synchronous mapping of DS1s as VT1.5s occurs inside the SONET network and requires the ISSP optional feature STS1 to DS1 Multiplexing (detariffed). (C)

- (6) The service date for the installation of IEF service is provided on a negotiated interval as specified in Section 5.2.1 preceding.

- (7) If the customer designated premises is located in the same building as one of the connecting wire centers, diversity between the wire center and the customer designated premises may be limited by the physical paths available to connect the wire center and the premises.

- (8) Any additional charges levied to the Telephone Company for space and power which are required to place ADMs on the Company's side of the network interface will be passed through to the customer.

- (9) IEF service may be used in conjunction with High Capacity Services (including the Special Access Alternate Serving Wire Center optional feature. (D)

(D)

(D)

Certain material previously found on this page can now be found on Original Page 26-54.1.

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26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.4 IntelliLight® Entrance Facility (IEF) # (Cont'd)(D) Terms and Conditions (Cont'd)

(9) (Cont'd)

IEF service may also be connected to the following Telephone Company provided services, provided that such connections are technically and operationally feasible, as determined by the Telephone Company:

- (i) point-to-point SONET service
- (ii) Ethernet private line service
- (iii) dedicated SONET ring service or IntelliLight® Dedicated SONET Ring (IDSR)
- (iv) IntelliLight® Shared Single Path (ISSP)
- (v) Advanced data services
- (vi) Enterprise Services (NES)

- (10) IEF service may be included in, and concurrently subscribed to, under a Commitment Discount Plan as specified in Section 25.1 preceding and/or under a National Discount Plan as set forth in Section 25.2 preceding.

(M) (x)

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(x) Material on this page formerly appeared on 8th Revised Page 26-54.

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26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.4 IntelliLight® Entrance Facility (IEF)# (Cont'd)

(G) Deployment

IEF Service is provided where suitable SONET facilities and bandwidth are available to provide the requested service and interfaces. The Telephone Company will work cooperatively with the customer in determining the availability of such facilities and if service can be provided.

(H) Rate Regulations

- (1) Monthly rates, as set forth in Section 30.26.4 following apply to IEF Terminations. The monthly rates are differentiated by the term plan and IEF Interface selected by the customer. Nonrecurring charges, as set forth in Section 30.26.4(A)(3) and (B)(3) following apply to initial and subsequent installations of IEF Terminations. (D)
- (2) Additionally, the monthly rates for IEF Terminations apply on a tapered schedule basis as set forth in Section 30.26.4(A)(1) and (B)(1) following. The rate to be billed for each IEF Termination is based on the total number of IEF Terminations that are in-service as of each billing date, on a per customer designated premises and per Billing Account Number (BAN) basis. To determine the total number of IEF Terminations for the bill period, the Telephone Company will count (i) all IEF Terminations; and (ii) all Telephone Company provided SONET entrance facilities that are provided in connection with a Telephone Company provided point-to-point SONET service or ethernet private line service that terminate at such customer designated premises, inclusive of all such IEF Terminations and SONET entrance facilities that are in service and billed under the same BAN. (D)
- (3) For example, a customer purchases five (5) IEFs that are in-service at three (3) different customer designated premises, with the 5 IEFs being billed under two (2) different BANs.
 - (a) The first customer designated premises has two (2) IEFs, one with fifteen (15) in-service STS1 IEF Terminations and the other with five (5) in-service STS1 IEF Terminations for a total of twenty (20) STS1 IEF Terminations. Both IEFs are billed under the same BAN. The monthly rate to be billed for each IEF Termination in the 2 IEFs at the first customer designated premises is the monthly rate shown for 20 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are as set forth in Section 30.26.4(A)(1) and (B)(1) following and apply in accordance with Section 15.4 preceding. (D)

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26. SONET Services (Cont'd)26.1 Service Descriptions (Cont'd)26.1.4 IntelliLight® Entrance Facility (IEF)# (Cont'd)

(H) Rate Regulations (Cont'd)

(3) (Cont'd)

- (b) The second customer designated premises has two (2) IEFs, one with twenty (20) in-service STS1 IEF Terminations and the other with twenty-two (22) in-service STS1 IEF Terminations, for a total of forty-two (42) STS1 IEF Terminations. Each IEF at the second customer designated premises is billed under a separate BAN. The monthly rate to be billed for the IEF with 20 STS1 Terminations is the monthly rate shown for 20 STS1 IEF Terminations. The monthly rate to be billed for the IEF with 22 STS1 Terminations is the monthly rate shown for 22 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are as set forth in Section 30.26.4(A)(1) and (B)(1) following and apply in accordance with Section 15.4 preceding. (D)
- (c) The third customer designated premises has one (1) IEF with nine (9) in-service STS1 IEF Terminations billed under the same BAN. The monthly rate to be billed for each such IEF Termination is the monthly rate shown for 9 STS1 IEF Terminations. Monthly rates for STS1 IEF Terminations are as set forth in Section 30.26.4(A)(1) and (B)(1) following and apply in accordance with Section 15.4 preceding. (D)
- (4) Monthly rates for electrical IEF Interfaces are set forth in Section 30.26.4(A)(2) and (B)(2) following and apply in accordance with Section 15.4 preceding. When a customer orders an IEF with an STS1 IEF Termination and an electrical interface, both the monthly rate for the electrical IEF Interface (as set forth in Section 30.26.4(A)(2) and (B)(2) following) and the monthly rate for the STS1 Termination (as set forth in Section 30.26.4(A)(1) and (B)(1) following) apply. The monthly rates are differentiated by the term plan selected by the customer. Nonrecurring charges as set forth in Section 30.26.4(A)(2) and (B)(2) following apply to each electrical IEF Interface installed. (D)

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26.1 Service Descriptions (Cont'd)

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26. SONET Services (Cont'd)

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ACCESS SERVICE

27. Interconnection Between Collocated Spaces (Cont'd)27.1 Dedicated Transit Service (DTS) (Cont'd)27.1.3 Application of Rates and Charges

- (A) Nonrecurring charges apply for the installation of DTS between collocated arrangements as follows:
- (1) A Service Order Charge applies which includes the costs for order placement and issuance provided by the Telephone Company.
 - (2) A Circuit Provisioning Charge applies which includes the costs for circuit engineering, circuit wiring and turn-up, etc. Provisioning charges apply per DS1 or DS3/STS1 or for the provision of dark fiber.

The Service Order Charge and the Circuit Provisioning Charge apply in lieu of the applicable nonrecurring charge for the type of cross-connect involved (i.e., Office Channel Termination Cross-Connect or Virtual Office Channel Termination). (See Note below.)

- (B) Monthly rates apply as a transmission-specific recurring rate to each collocated arrangement included in the DTS arrangement.

The monthly rate for DS1 or DS3/STS1 DTS is the applicable Office Channel Termination or Virtual Office Channel Termination monthly rates for the type and speed of service involved. The monthly rates for DS1 and DS3 channel terminations are set forth in Section 31.28 (T) following for STS1 channel terminations.

For dark fiber DTS, a Dark Fiber DTS Connecting Channel Termination monthly rate will apply for each fiber connection to a collocation arrangement. The monthly rates for Dark Fiber DTS Connecting Channel Terminations are set forth in Section 31.27 following.

- (C) When DTS is provided using lit fiber or other technically feasible cross-connection arrangement for which general tariff rates and charges do not already exist, the rates and charges for DTS will be developed on an Individual Case Basis and filed in Section 31.27 following.

Note: See Section 28 for further information.

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ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

The Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7. Preceding, SONET Service as specified in 26.1.5 preceding and/or as offered on a detariffed basis and advanced data services as specified in The Verizon Telephone Companies Tariff F.C.C. No. 20: (C)

- High Capacity Service
 - 1.544 Mbps
 - 44.736 Mbps (Electrical)

(D)

(D)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. preceding:

- Feature Groups B and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk BSA - Options 1, 3 and 4 provided with a DS1 or DS3 Entrance Facility
- Directory Access Service

(D)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node or virtual collocation arrangement. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

See Page No. 28-3 for further information.

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ACCESS SERVICE

28 Expanded Interconnection# (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)

The Office Channel Termination Cross Connect rate category provides for the communications path between customer provided fiber optic or microwave facilities and transmission equipment and the Telephone Company serving wire center. In the states of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination also apply. When connecting collocated equipment using Dedicated Transit Service (DTS) as set forth in Section 27 preceding, an Office Channel Termination applies at each physical collocation arrangement involved in the DTS arrangement.

(M) (x)
|
(M)
(T)
(T)
(M)
(M) (x)

An Office Channel Termination (OCT) Cross Connect will apply in lieu of the Standard Channel Termination for each channel terminated at an Expanded Interconnection multiplexing node. In addition, an OCT Termination Charge applies for each Office Channel Termination cross-connected to either a Telephone Company-provided POT Bay or a customer-provided, Telephone Company-maintained POT Bay at an Expanded Interconnection multiplexing node. The OCT Termination Charge applies in all states except the states of New York and Connecticut. (See note below.)

(T) (x)
(D)
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|
(M) (x)

The Virtual Office Channel Termination rate category provides for the communications path between customer provided fiber optic facilities and transmission equipment and the Telephone Company serving wire center. In the states of New York and Connecticut, a VOCT Access Charge also applies. When connecting collocated equipment using Dedicated Transit Service (DTS) as set forth in Section 27 preceding, a Virtual Office Channel Termination applies at each virtual collocation arrangement involved in the DTS arrangement.

(M) (x)
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(T)
(T)
(M)
(M)

Included as part of the Office Channel Termination Cross Connect or Virtual Office Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any.

(M)

A Virtual Office Channel Termination (VOCT) will apply in lieu of the Standard Channel Termination for each High Capacity Service channel terminated at a virtual collocation arrangement.

In the state of New York and Connecticut, an OCT POT Bay Termination and OCT Cable and Frame Termination also apply for connection(s) to a multiplexing node and a VOCT Access Charge as described in Section 28. following also applies for connection(s) to a virtual collocation arrangement. (See note below.)

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|
(M) (x)

See Page No. 28-3 for further information.

(M)

Certain material on this page formerly appeared on 8th Revised Page 7-10, Original Page 7-10.1 and 4th Revised Page 7-11.1.

Material previously found on this page can now be found on Original Page 28-7.5.

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ACCESS SERVICE

28 Expanded Interconnection# (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.2 Provision of Service - Virtual

(M)

- (A) Virtual expanded interconnections is offered via a range of OC3, OC12 and OC48 transmission equipment with electrical connections to STS1, DS3 and DS1 services at digital system cross connect (DSX) bays and optical connections to certain OC3, OC12 and OC48 Services. In all states except for the states of New York and Connecticut, appropriate Virtual Office Channel Termination rates and charges set forth in 31.6, 31.7 and 31.26 following will apply for these connections. In the states of New York and Connecticut, appropriate Virtual Office Channel Termination nonrecurring charges as set forth in Section 31.6, 31.7 or 31.26 following apply for each connection to the virtual collocation arrangement and the VOCT Access Charge also applies for connection(s) as specified in Section 31.28 following.

If the customer requires lower speed interfaces than its terminating equipment provides, the customer has an option to connect its equipment within the same virtual collocation arrangement at electrical DS1, DS3 or STS1 or optical OC3, OC12 and OC48 transmission levels. Such optical connections are provided solely for the connection of equipment dedicated for the customer's specific use. Connecting Virtual Office Channel Termination rates and charges set forth in 31.28 following will apply from the customer's equipment to each of the associated Telephone Company distribution/cross connect frame.

The Expanded Interconnection Access Cable (EIAC) Nonrecurring Charge as set forth in 31.28 following, provides for the cost of engineering, furnishing, and installing the cabling between the collocated equipment and the Telephone Company's distribution/cross connect frames, along with associated termination block or panel. The EIAC Nonrecurring Charge applies in all states except for the states of New York and Connecticut. In the states of New York and Connecticut, the VOCT Access Charge as set forth in 31.28 following applies in lieu of the EIAC Nonrecurring Charge.

See Page No. 28-3 for further information.

(M)

Material on this page formerly appeared on 4th Revised Page 28-7.4.

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ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)28.1 Fiber Optic Expanded Interconnection - General (Cont'd)28.1.3 Description and Use of Multiplexing Node (Cont'd)

- (D) "Efficiently used" shall mean that the customer has interconnected with Telephone Company Special or Switched Access Services and that substantially all of the floor space is taken up by the transmission equipment as specified in this tariff, metal storage cabinets or work surfaces as needed to provide service. Such transmission equipment must be placed no greater than 20% above the minimum distances permitted by Bellcore Network Engineering Building System (NEBS) Generic Equipment Requirements (Technical Reference GR-63-CORE, Issue 5) and Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (Technical Reference GR-1089-CORE, Issue 2). The determination as to whether or not this criterion is met is solely within the reasonable judgment of the Telephone Company.

(C)(x)

If space is needed to accommodate another customer or the Telephone Company's service, the Telephone Company will take back from the customer space that is not being efficiently used. The customer will have one hundred eighty (180) days from notice by the Telephone Company to either meet the criterion for efficient use established preceding or vacate the portion of such space which is not being efficiently used.

- (E) For Expanded Interconnection applications received prior to December 26, 1998, the Telephone Company may enclose the customer's multiplexing node in an area or room. The Telephone Company will arrange for the construction of a secure enclosure around the multiplexing node. The enclosure will conform to the standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

For Expanded Interconnection applications received after December 26, 1998, the customer may, at its own expense, contract directly with a Telephone Company approved contractor for a standard or non-standard enclosure for its multiplexing node. The customer provided enclosure must conform to Telephone Company specifications and standards for health, safety and security to which the Telephone Company presently adheres within a serving wire center environment.

See Page No. 28-3 for further information.

(x) GR-63-CORE, Issue 5, replaces GR-63-CORE, Issue 3 in its entirety.

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ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.1 Provision of Service (Cont'd)

(B) The Telephone Company will provide interconnection to the collocated customer for the following types of Special Access Service as specified in Section 7. preceding and SONET Service as specified in Section 26.1.5 preceding and/or as offered on a detariffed basis: (C)

- High Capacity Service
- 1.544 Mbps
- 44.736 Mbps (Electrical)

(D)

(D)

In addition, the Telephone Company will provide Expanded Interconnection to the collocated customer for the following types of Switched Access Service as specified in Section 6. Preceding:

- Feature Groups B and D provided with a DS1 or DS3 Entrance Facility
- Circuit Switched Trunk BSA - Option 1, 3 and 4 provided with a DS1 or DS3 Entrance Facility
- Directory Access Service

(D)

Either the collocated customer or another customer under common ownership with the collocated customer may order service to that collocated customer's Expanded Interconnection multiplexing node. The ordering customer will be considered to be under common ownership with the collocated customer if the ordering customer (directly or indirectly) owns or controls, or is owned or controlled by, or is under common ownership or control with, the collocated customer. For purposes of ordering on a common ownership basis, the term "own" means to own an equity interest (or the equivalent thereof) of more than fifty (50) percent.

See Page No. 28-59 for further information.

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ACCESS SERVICE

28. Expanded Interconnection# (Cont'd)28.6 Microwave Expanded Interconnection - General (Cont'd)28.6.2 Description and Use of Multiplexing Node and Associated Space
(Cont'd)

(D) (Cont'd)

Engineering Building System (NEBS) Generic Equipment Requirements (Technical Reference GR-63-CORE, Issue 5) and Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (Technical Reference GR-1089-CORE, Issue 4). When used in connection with roof space and transmitter/receiver space, "efficiently used" shall mean that the customer's facilities occupying such space(s) are in operation in accordance with this tariff for substantial periods of time each month. The determination as to whether or not this criterion is met is solely within the reasonable judgment of the Telephone Company. (C)(x)

If space is needed to accommodate another customer or the Telephone Company's service, the Telephone Company will take back from the customer space that is not being "efficiently used". The customer will have one hundred eighty (180) days from notice by the Telephone Company to either meet the criterion for efficient use established preceding or vacate the portion of such space which is not being efficiently used.

(E) At the option of the Telephone Company, the antenna support structure shall be built, owned and maintained by either the Telephone Company or by the customer. The Telephone Company reserves the right to use existing support structures for a customer's antenna, subject to space and capacity limitations. The Telephone Company also reserves the right to use any unused portion of a support structure owned by a customer for any reason, subject to the provisions set forth below.

It shall be the responsibility of the owner of the support structure to maintain a record of the net book value of the structure. When the Telephone Company is the owner of the structure, it shall keep such records in accordance with the Federal Communications Commission's Part 32 - Uniform System of Accounts. When the customer is the owner of the structure, it shall keep such records in accordance with Generally Accepted Accounting Principles.

The owner of the support structure shall use reasonable efforts to accommodate all requests by other persons to use the support structure for Microwave Expanded Interconnection on a first-come first-served basis.

See Page No. 28-59 for further information.

(x) GR-63-CORE, Issue 5, replaces GR-63-CORE, Issue 3 in its entirety.

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