

Issued: December 2, 2019

## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)

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

(N)  
(N)

In this section normally scheduled working hours are the Telephone Company's normal business hours, 8 AM to 5 PM, 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.

6.2 Additional Labor

Additional Labor is that labor requested by the customer on a given FIA and agreed to by the Telephone Company as set forth in (A) through (F) following. The Telephone Company will notify the customer that Additional Labor charges as set forth in (G) following will apply before any Additional Labor is undertaken. Additional Labor charges will also apply if the requirement for the Additional Labor is the fault of the customer or parties on whose behalf it acts.

(A) Overtime Installation (USOC - ALH)

Overtime installation is that Telephone Company installation effort outside of the normally scheduled working hours. For applicable holidays in each jurisdiction contact Issuing Carrier identified on Title Pages 2 and 3 preceding.

(B) Overtime Repair (USOC - ALH)

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

(C) Additional Installation Testing (USOC - ALH)

Additional installation testing is that testing performed by the Telephone Company at the time of installation which is in addition to normal pre-service and acceptance testing.

(D) Standby (USOC - ALT)

Standby includes all time in excess of one-half (1/2) hour during which Telephone Company personnel are available to make coordinated tests on a given FIA. The standby charge applies only when Telephone Company personnel must wait more than 30 minutes beyond a prearranged, mutually agreed appointment time. Standby charges will cease when testing begins, or when Telephone Company personnel are released from the standby requirement, or when testing is rescheduled for a later date or time. Charges will not be applicable if Telephone Company personnel cause the delay.

(E) Testing and Maintenance with Other Telephone Companies (USOC - ALK)

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

(F) Other Labor (USOC - ALK)

Other labor is that additional labor not included in (A) through (E) preceding, and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this Tariff.

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6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor

(1) The charges for additional labor are as follows:

- Additional Cooperative Acceptance Testing – Special
- Additional Cooperative Testing – Switched
- Maintenance of Service (see Section 6.3)
- Nonscheduled Testing – Special
- Nonscheduled Testing – Switched
- Other Labor (see Section 6.2(F))
- Testing and Maintenance with Other Telephone Companies (see Section 6.2(E))

	<u>Labor Periods</u>	
	<u>Basic Time, Normally Scheduled Working Hours, Per Technician</u>	
	<u>First Half Hour</u>	<u>Each Additional Half Hour</u>
	<u>or Fraction Thereof</u>	<u>or Fraction Thereof</u>
(USOC)	(UBCXT)	(UBCXT)
	(USMXT)	(USMXT)
	(USSXT)	(USSXT)
	(SNT)	(SNT)
	(SNO)	(SNO)
	(MVV)	(MVV)
	(ALK)	(ALK)
<u>Jurisdiction</u>		

Pennsylvania			
Special Access			
Price Cap	150.00	150.00	(D)
All Other Services	150.00	150.00	
Virginia			
Special Access			
Price Cap	150.00	150.00	(D)
All Other Services	150.00	150.00	

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

## (1) (Cont'd)

	<u>Labor Periods</u>	
	<u>Overtime, Outside of Normally Scheduled Working Hours on a Scheduled Work Day, Per Technician*</u>	
	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>
(USOC)	(UBCOT)	(UBCOT)
	(USMOT)	(USMOT)
	(USSOT)	(USSOT)
	(SNT)	(SNT)
	(SNO)	(SNO)
	(MVV)	(MVV)
	(ALK)	(ALK)
<u>Jurisdiction</u>		
Pennsylvania		
Special Access		
Price Cap	200.00	200.00
		(D)
All Other Services	200.00	200.00
Virginia		
Special Access		
Price Cap	200.00	200.00
		(D)
All Other Services	200.00	200.00

\* A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

## (1) (Cont'd)

	Labor Periods	
	Premium Time, Outside of Scheduled Work Day, Per Technician*	
	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(USOC)	(UBCPT)	(UBCPT)
	(USMPT)	(USMPT)
	(USSPT)	(USSPT)
	(SNT)	(SNT)
	(SNO)	(SNO)
	(MVV)	(MVV)
	(ALK)	(ALK)
<u>Jurisdiction</u>		
Pennsylvania		
Special Access		
Price Cap	250.00	250.00
All Other Services	250.00	250.00
Virginia		
Special Access		
Price Cap	250.00	250.00
All Other Services	250.00	250.00

\* A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

(2) The charges for additional labor are as follows:

- Additional Installation Testing (see Section 6.2(C))
- Overtime Installation (see Section 6.2(A))
- Overtime Repair (see Section 6.2 (B))

(USOC)	<u>Labor Periods</u>		
	<u>Basic Time, Normally Scheduled Working Hours, Per Technician</u>		
	<u>First Half Hour or Fraction Thereof</u> (ALH)	<u>Each Additional Half Hour or Fraction Thereof</u> (ALH)	
<u>Jurisdiction</u>			
Pennsylvania			
Special Access			
Price Cap	29.18	19.45	(D)
All Other Services	29.18	19.45	
Virginia			
Special Access			
Price Cap	36.18	24.12	
All Other Services	36.18	24.12	(D)

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

## (2) (Cont'd)

(USOC)	<u>Labor Periods</u>		
	<u>Overtime, Outside of Normally Scheduled Working Hours on a Scheduled Work Day, Per Technician*</u>		
	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>	
	(ALH)	(ALH)	
<u>Jurisdiction</u>			
Pennsylvania			
Special Access			
Price Cap	100.00	75.00	(D)
All Other Services	100.00	75.00	
Virginia			
Special Access			
Price Cap	100.00	75.00	(D)
All Other Services	100.00	75.00	

\* A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

(2) (Cont'd)

(USOC)	<u>Labor Periods</u>		
	<u>Premium Time, Outside of Scheduled Work Day, Per Technician*</u>		
	<u>First Half Hour or Fraction Thereof</u> (ALH)	<u>Each Additional Half Hour or Fraction Thereof</u> (ALH)	
<u>Jurisdiction</u>			
Pennsylvania			
Special Access			
Price Cap	150.00	125.00	(D)
All Other Services	150.00	125.00	
Virginia			
Special Access			
Price Cap	150.00	125.00	(D)
All Other Services	150.00	125.00	

\* A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

(3) The charges for additional labor are as follows:

- Standby (see Section 6.2(D))

(USOC)	<u>Labor Periods</u>		
	<u>Basic Time, Normally Scheduled Working Hours, Per Technician</u>		
	<u>First Half Hour or Fraction Thereof</u> (ALT)	<u>Each Additional Half Hour or Fraction Thereof</u> (ALT)	
<u>Jurisdiction</u>			
Pennsylvania			
Special Access			
Price Cap	none	60.00	(D)
All Other Services	none	60.00	
Virginia			
Special Access			
Price Cap	none	60.00	(D)
All Other Services	none	60.00	

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

(3) (Cont'd)

(USOC)	<u>Labor Periods</u>		
	<u>Overtime, Outside of Normally Scheduled Working Hours on a Scheduled Work Day, Per Technician*</u>		
	<u>First Half Hour or Fraction Thereof</u>	<u>Each Additional Half Hour or Fraction Thereof</u>	
<u>Jurisdiction</u>	(ALT)	(ALT)	
Pennsylvania			
Special Access			
Price Cap	none	70.00	(D)
All Other Services	none	70.00	
Virginia			
Special Access			
Price Cap	none	70.00	(D)
All Other Services	none	70.00	

\* A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.2 Additional Labor (Cont'd)(G) Charges for Additional Labor (Cont'd)

(3) (Cont'd)

(USOC)	<u>Labor Periods</u>		
	<u>Premium Time, Outside of Scheduled Work Day, Per Technician*</u>		
	<u>First Half Hour or Fraction Thereof</u> (ALT)	<u>Each Additional Half Hour or Fraction Thereof</u> (ALT)	
<u>Jurisdiction</u>			
Pennsylvania			
Special Access			
Price Cap	none	80.00	(D)
All Other Services	none	80.00	
Virginia			
Special Access			
Price Cap	none	80.00	(D)
All Other Services	none	80.00	

\* A call out of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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## FACILITIES FOR INTERSTATE ACCESS

6. MISCELLANEOUS SERVICES (Cont'd)6.4 Telecommunications Service Priority (TSP) System (Cont'd)(E) Obligations of the Customer (Cont'd)

- (7) The customer must request and justify revalidation of all priority level assignments at least every three years.
- (8) Additionally, the NCS Manual M 3-1-1, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual", prescribes specific conditions which warrant NSEP Treatment and related procedures.

(F) Obligations of the Telephone Company

- (1) The Telephone Company will allocate resources to ensure best efforts to provide NSEP services by the time required.
- (2) The Telephone Company will work TSP System services in the order of their priority level assignments. The priority sequence is as follows:
  - Restore NSEP services assigned restoration priority 1
  - Provision Emergency (E) NSEP services
  - Restore NSEP services assigned restoration priority 2, 3, 4 or 5
  - Provision NSEP services assigned provisioning priority 1, 2, 3, 4 or 5.
- (3) The Telephone Company will work cooperatively with other providers of NSEP service when only a portion is provided by the Telephone Company to ensure "end-to-end" service.
- (4) Additionally, TSP System service will be provided in accordance with the guidelines set forth in NCS Handbook H 3-1-2, "Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook".

(G) Rates and Charges

The following rates and charges are in addition to all other rates and charges that may apply for other services offered under this tariff which operate in conjunction with the TSP System.

When a Special Access Service is provided entirely or in part under this tariff, the rates and charges for TSP in this tariff will apply. (N)  
(N)

(1) Establishment of TSP System Service

The establishment of TSP System service charge is a nonrecurring charge (NRC) specified in Section 6.4(G)(4) which applies when a FIA is ordered with provisioning and/or restoration priority. If both are ordered at the same time, only one NRC is applicable. The NRC is also applicable for orders changing priority levels.

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## FACILITIES FOR INTERSTATE ACCESS

11. SPECIAL FEDERAL GOVERNMENT FIA

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

(N)  
|  
(N)11.1 General

This section covers FIA that are provided for use only by agencies or branches of the Federal Government and other users authorized by the Federal Government. FIA provided to state emergency operations centers are included. These FIA 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.

FIA for command and control communications and for national security and emergency preparedness are sometimes required within a short time frame. 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 FIA under these conditions may require the availability of facilities, such as portable microwave equipment, etc., which are provided on a temporary basis.

11.2 Emergency Conditions

These FIA 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").

Efforts to protect endangered U.S. personnel or property both in the U.S. and abroad (includes space vehicle recovery and protection efforts).

Communications requirements resulting from hostile action, a major disaster or a major civil disturbance.

The Director (Cabinet level) of a Federal Department, Commander of a Unified/Specified Command, or Head of a Military Department has certified that a communications requirement is so critical to the protection of life and property or to the National Defense that it must be processed immediately.

Political unrest in foreign countries which affect the National Interest.

Presidential Service.

11.3 Intervals to Provide FIA

ASRs may be placed under the provisions set forth in 3.2.1 preceding.

## 11.4 (Reserved for Future Use)

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FACILITIES FOR INTERSTATE ACCESS

11. SPECIAL FEDERAL GOVERNMENT FIA (Cont'd)

11.8 FIA Offerings to the Federal Government (Cont'd)

11.8.3 Rates and Charges (Cont'd)

(E) Move Charges

(D)  
|  
|  
(D)

When any FIA for which a termination charge is specified is moved and is installed at a new location the customer may elect:

- (1) to pay the unexpired portion of the termination charge for the FIA, if any, with the application of a nonrecurring charge and the establishment of a new termination charge for such FIA at the new location, or
- (2) to continue the FIA subject to the unexpired portion of the termination charge, if any, and pay the estimated costs of moving such FIA, provided that the customer requests these charges be quoted prior to ordering the FIA move. Charges for moving such FIA will be based on estimated costs attributable to the move.

Move charges include the estimated costs of removal, restoration of FIA necessitated by the move, transportation, storage, reinstallation, engineering, labor, supervision, materials, administration, taxes, and any other specific items of cost directly attributable to the move.

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## FACILITIES FOR INTERSTATE ACCESS

11. SPECIAL FEDERAL GOVERNMENT FIA (Cont'd)11.8 FIA Offerings to the Federal Government (Cont'd)11.8.3 Rates and Charges (Cont'd)(F) High Capacity DS1 Service

For Special Federal Government access arrangements in Non-Competitive Counties, High Capacity DS1 SALs will be rated as set forth in Section 5 but will be offered with clear channel capability as a nonchargeable option. Clear channel capability is described in 5.8.5. (C) (D)

(G) Government Emergency Telecommunications Service (GETS)

Government Emergency Telecommunications Service (GETS), as described under 11.8.1(D), requires the activation of a special code(s) in the Telephone Company's end office and tandem office switching systems.

(1)	Implementation Charge	<u>NRC</u>		
	Code Activation and Routing Plan Setup in GTOC Switching Offices (ID# TX94022I)	\$37,455		
		<u>NRC</u>	<u>MRC</u>	<u>USOC</u>
(2)	Alternate Carrier Routing (ACR) - per end office	\$1,053.00	\$33.56	NOTE
(3)	HPC/EACR - per end office/tandem office	600.00	35.00	NOTE
(4)	Expanded EACR - per end office	145.00	N/A	NOTE
(5)	Expanded HPC and OWCO/OWEQ - per GTD5 end office switching system*	140.00	N/A	NOTE
	- per other end office/tandem office switching system*	600.00	3.50	NOTE

\* OWCO not available in GTD5 end office switching systems.

NOTE: USOC to be provided later.

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FACILITIES FOR INTERSTATE ACCESS

14. EXCEPTIONS TO FIA OFFERINGS

14.1 General

The FIA/Services offered under the provisions of this tariff are subject to availability as set forth in 2.1.4 preceding. (D)

14.1.1 (Reserved for Future Use) (C)

(D)

14.1.2 (Reserved for Future Use)

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# FACILITIES FOR INTERSTATE ACCESS

## 19. Wire Center Information (Cont'd)

### 19.2 Competitive and Non-Competitive Counties

#### (A) General

Counties and county-equivalents within the Telephone Company's operating territories have been designated by the Federal Communications Commission to be either Competitive or Non-Competitive for the purposes of pricing Special Access Services.

Rates and charges are shown in Sections 3, 5, 6 and 11 preceding and Section 20 following for Special Access Services.

#### (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 19.2(C) following and find the corresponding price band. Price cap rates and charges apply for Non-Competitive End User Special Access Lines and Optional Features and Functions ordered for such Non-Competitive End User Special Access Lines (e.g., Bridging).

(T)  
(T)  
(D)

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19. Wire Center Information (Cont'd)

19.2 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)

(D)

|  
|  
|  
|  
|  
(D)

- Federal Government Banded Optical Transport
- Banded Optical Transport
- Custom Connect DS1, DS3, STS1 Riders and DS1/DS3 Transport
- Dedicated SONET Ring DS1, DS3, DS3 Transmux, and STS1 ports and DS1, DS3 or STS1 Partial Ring Channel Mapping
- IntelliLight Entrance Facilities (IEF)

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## FACILITIES FOR INTERSTATE ACCESS

20. Optical Networking (Cont'd)20.4 IntelliLight® Entrance Facilities (Cont'd)(C) Terms and Conditions

## (1) Deployment and Availability

- (a) IEF is provided where SONET facilities and bandwidth are available to provide the requested IEF Interface. The Telephone Company will work cooperatively with the Customer in determining the availability of such facilities and if service can be provided.
- (b) IEF is available based on negotiated intervals, as described in Section 3.2.1 preceding.
- (c) Regulations for moves or rearrangements of DS3s are described in Sections 5.6.4 and 5.6.1 preceding, respectively.

## (2) Service Limitations

If the CDL is located in the same building as the SWC, the diversity between the SWC and the CDL may be limited by the physical paths available to connect the SWC and the CDL, and there may not be fiber diversity routed through an alternate wire center.

## (3) Connection to Other Services

- (a) Connection of DS3 Services to IEF Terminations is provided by the Telephone Company. Interoffice mileage, when applicable, will apply at detariffed Special Transport rates for the appropriate DS3 service being transported over the interoffice facilities (C)  
(D)

Asynchronous multiplexing of DS1s into a DS3 occurs outside the IEF and detariffed terms and rates are applicable for such multiplexing. (C)  
(D)

- (b) IEF may also be connected to the following Telephone Company provided services, where such connections are technically and operationally feasible, as determined by the Telephone Company.

- ethernet private line service
- point-to-point SONET service

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans23.1 National Discount Plan#

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 23.1 following for National Discount Plan.

23.1.1 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 applies 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 23.1. References to other sections of Section 23.1 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 23.1.7 following. A Final True-Up shall be conducted in accordance with Section 23.1.14(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 23.1 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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.1 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 23.1.7(C)(2) following.
- (9) **Average Monthly Rate Per Equivalent DS1 CT**: shall mean the rate as calculated in accordance with in Section 23.1.7(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 the Telephone Company's Tariff F.C.C. No. 11 (FCC11), the applicable Special Access Lines (SAL(s)) for Qualifying Services (as used in this tariff), 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 of FCC11, Section 5.3.6 preceding of this tariff, 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 preceding of this tariff 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 of FCC11. (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.

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.1 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)  
(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.
- (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 23.1.7(E) following.
- (15) **CBB Discount**: shall mean the Commitment Buy-Up Bonus Discount as described in Section 23.1.7(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 23.1.4 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 23.1.4(C) following.

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.1 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 23.1.3 following of this tariff, Section 25.3.3 of FCC1, Section 25.2.3 of FCC11, 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, during the Annual True-Up Period, as applicable, as further described in Section 23.1.7(C) following.
- (39) **Special Access DS3 Service:** shall mean Special Access High Capacity Digital DS3 Service as described in Section 5.3.6(E) preceding, 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 of FCC11, and Special Access DS3 High Capacity Service as described in Section 7.11 of FCC16, and detariffed interstate Special Access DS3 High Capacity/44.736 Mbps Services provided by the Telephone Company. (C)  
(C)

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.1 General (Cont'd)

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

- (40) **Special Access DS1 Service**: shall mean Special Access High Capacity Digital DS1 Service as described in Section 5.3.6(A) preceding, 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 of FCC11, 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)  
|  
(C)
- (41) **Subscription Date**: shall mean the date that the Telephone Company receives an executed and completed subscription document from the NDP Customer.
- (42) **Telephone Company Sale**: shall mean the sale or other divestiture of an operating territory or a portion of an operating territory of a Telephone Company, whereby the Telephone Company no longer provides Qualifying Services in such operating territory or portion of an operating territory.
- (43) **Term**: shall mean the Initial Term and any Renewal Term(s).
- (44) **Upgrade or Upgraded**: shall mean the replacement of (i) a Qualifying Service with a Qualifying Service of a higher bandwidth or capacity (e.g., replacement of a Special Access DS3 Service with an IEF Service); or (ii) a Qualifying Service with another Telephone Company provided service of a higher bandwidth or capacity that is not a Qualifying Service (e.g., replacement of a Special Access DS3 Service with an Ethernet Service of a higher bandwidth).
- (45) **Upgrade Adjustment**: shall mean an adjusted number of Equivalent DS1 CTs and an adjusted number of Equivalent DS1 CMs that were Upgraded by the NDP Customer during the Annual True-Up Period.

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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.1 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 Term Volume Plans and Eight and Ten Year Term Volume Plans, subject to the exceptions set forth in Section 23.1.1(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 23.1.13 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)

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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.1 General (Cont'd)

(E) Subscription to Other Tariff Arrangements (Cont'd)

(1) (Cont'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) The NDP Customer may subscribe concurrently to the NDP and an IEF term plan or an IEF Commitment Discount Plan; or (D)
- (e) 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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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.3 Qualifying Services

(A) Inclusion of Qualifying Services in NDP

- (1) If the NDP Customer purchases one or more of the Qualifying Services under this tariff, and/or under FCC1, and/or FCC11 and/or FCC16, 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 Service purchased. The Qualifying Services are included in the NDP for purposes of determining the Equivalent DS1 CTs and Equivalent DS1 CMs for the ACNA(s) included in NDP. (C) (D)
- (2) The NDP will be administered as a single discount plan across all of the Telephone Companies operating territories for which a single set of Commitment Levels, Discount Tiers, and Term shall apply. (C) (C)

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.3 Qualifying Services

## (B) Qualifying Services

Subject to the terms of Section 23.1.1(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, FCC11, 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)
- (3) All quantities (one hundred percent (100%)) of Special Access DS1 Service Channel Mileage (see Note 3);
- (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); (D)  
(D)
- (5) All quantities (one hundred percent (100%)) of IEF STS1 Channel Terminations.

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Note 3: The MetroLAN Optional Arrangement is not a Qualifying Service. (D)

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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.3 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 5.6.7 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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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.4 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 23.1.3(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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.4 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 (D) for the ACNA(s) included in the NDP Customer's NDP.

(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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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.5 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)<br> <br>(C)   |
| (a) | Special Access DS1 Service Channel Terminations, Basic Service,, as determined in accordance with Section 14.8 of FCC1, and/or on a detariffed basis.   | (D)<br>(C)<br>(C) |
| (b) | Detariffed Special Access DS1 Service Channel Mileage, Basic Service.   | (C)               |
| (c) | Detariffed Special Access DS1 Service DS1 to Voice Multiplexing, Basic Service.   | (C)               |
| (d) | Detariffed Special Access DS1 Service DS1 to Digital Multiplexing, Basic Service.   | (D)               |
| (e) | Detariffed Special Access DS1 Service DS1 to DS0 Multiplexing, Basic Service.   | (C)<br>(D)        |
| (f) | Detariffed Special Access DS3 Service primary Channel Terminations with optical and electrical interfaces, Base Rates.  | (C)               |
| (g) | Special Access DS3 Service secondary Channel Terminations with optical and electrical interfaces, Base Rates, as determined in accordance with Section 14.8 of FCC1, and/or on a detariffed basis.  | (C)<br>(C)        |
| (h) | Detariffed Special Access DS3 Service Channel Mileage, <u>Banded</u> Base Rates.  | (D)<br>(C)<br>(C) |
| (i) | Detariffed Special Access DS3 Service Channel Mileage, Base Rates, as applicable.   | (C)               |
| (j) | Detariffed Special Access DS3 Service DS3 to DS1 Multiplexing, Base Rates.  | (C)<br>(D)        |
|     |   | (C)               |

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.5 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, as determined in accordance with Section 15.4 of FCC11, and/or on a detariffed basis. (D)  
(C)
  - (b) Detariffed Special Access DS1 Service Channel Mileage. (C)
  - (c) Detariffed Special Access DS1 Service DS1 to Voice Multiplexing in New York/Connecticut. (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 with optical and electrical interfaces, Base Rates. (C)  
(D)
  - (f) Special Access DS3 Service secondary Channel Terminations with optical and electrical interfaces, Base Rates, as determined in accordance with Section 15.4 of FCC11, and/or on a detariffed basis. (D)  
(D)  
(C)
  - (g) Detariffed Special Access DS3 Service optical and electrical Channel Mileage, Banded 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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## FACILITIES FOR INTERSTATE ACCESS

### 23. Discount Plans (Cont'd)

#### 23.1 National Discount Plan# (Cont'd)

##### 23.1.5 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)  
(C)
- (a) Special Access High Capacity DS1 (1.544 Mbps) Facilities - SAL rate elements of a Standard Arrangement , as determined in accordance with Section 19.2 preceding, and/or on a detariffed basis. (D)  
(C)  
(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). (C)  
(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 determined in accordance with Section 19.2 preceding (see Note 3), and/or on a detariffed basis. (D)  
(T)  
(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. (C)  
(D)
  - (e) Detariffed Special Access High Capacity DS3 (44.736 Mbps) Facilities - Special Transport Facilities and 44.736 Mbps Terminations of an Individual System, a 3 Group System or an Unlimited System configuration. (C)  
(D)  
(D)

# Service availability limited. Refer to # footnote on Page 23-2.

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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.5 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 7.5.11(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)  
(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)

# Service availability limited. Refer to # footnote on Page 23-2.

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 Group System, or a 24 Group System are not Discounted Rate Elements.

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FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.6 Special Access DS3 Service Channel Mileage Rates

Special Access DS3 Service Channel Mileages Rates are detariffed.

(N)

(D)

-----  
(D)

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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.7 Annual True-Up (Cont'd)

## (C) Shortfall Penalty

A Shortfall Penalty is assessed against (i) the CT Commitment Level when the NDP Customer's Monthly Average Count of Equivalent DS1 CTs is less than the CT Commitment Level; or (ii) the CM Commitment Level is less than the NDP Customer's Monthly Average Count of Equivalent DS1 CMs. There are two methods (i.e., Option 1 or Option 2) of determining and calculating the Shortfall Penalty. The Telephone Company will calculate the Shortfall Penalty using both methods and apply the method that produces the lesser Shortfall Penalty.

## (1) Option 1 Shortfall Penalty Method and Calculation

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs and the Monthly Average Count of Equivalent DS1 CMs during the Annual True-Up Period as set forth in Section 23.1.7(B)(1) preceding.

(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 DS1 CMs 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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## FACILITIES FOR INTERSTATE ACCESS

23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.7 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 23.1.5(B) preceding were not applied; and (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 23.1.5(B) preceding were not applied. Discounted Rate Elements are specified in Section 23.1.5(A) preceding. The Non-Discounted Billed Amount(s) are calculated as follows.

- (1) Calculate the Non-Discounted Billed Amount for Special Access DS1 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) (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 23.2.5(B) preceding, the Assigned Discount Tier yielded a discount percentage of 36%. The total Non-Discounted Billed Amount would have been  $\$12,000,000 / (1 - 0.36) = \$18,750,000$ .

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.7 Annual True-Up (Cont'd)

(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 (excluding 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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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.7 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 LLC 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 LLC 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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.7 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)

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.7 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 23.1.5(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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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.7 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 23.1.7(D)(3) preceding).

(Step 1) Calculate the Monthly Average Count of Equivalent DS1 CTs in accordance with Section 23.1.7(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 23.1.7(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 DSI 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)  
(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 23.1.7(D)(2)(a) preceding.

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23. Discount Plans (Cont'd)

23.1 National Discount Plan# (Cont'd)

23.1.7 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 23.1.7(D)(2)(a) preceding.

The Non-Discounted Billed Amount for DS1 Channel Terminations (i.e., category (1) of Step 3 in Section 23.1.7(D)(2)(a) preceding), is calculated as follows: (D)

(i) For this example, assume the total billed Monthly Charges for DS1 Channel Terminations is \$12,000,000. (D)

(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 23.1.7(D)(2)(a) preceding) is \$18,750,000. (D)

In accordance with Step 3 of Section 23.1.7(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 23.1.7(D)(2)(a) preceding).

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.7 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 23.1.7(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 23.1.7(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 23.1.7(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 23.1.7(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 23.1.7(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 23.1.7(D)(2)(a) preceding).

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23. Discount Plans (Cont'd)23.1 National Discount Plan# (Cont'd)23.1.7 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 23.1.7(D)(2)(a) preceding). Further assume the calculations yield the following Discount Tier Adjustments:

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

(Step 6) Calculate the Total Discount Tier Adjustment in accordance with Step 6 of Section 23.1.7(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 23.1.7(E) following.

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