

VERIZON NEW YORK INC.
P.S.C. No. 15--COMMUNICATIONS
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GENERAL TARIFF

CONNECTION, RESTORAL AND CONSTRUCTION CHARGES

E. CONSTRUCTION CHARGES (Cont'd)

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8. Construction of New Outside Plant Facilities to Serve New Non-Residential Developments
(Cont'd)

c. Deposits by Applicants (Cont'd)

3. Any deposit paid by the applicant pursuant to this section E.8. shall be returned by the Company to the applicant on a pro rata basis, as more fully described in Section E.8.d. below, through five annual payments as customers are connected with new service from the Company. These five payments will be based on the number of services provisioned by the company as of the first through the fifth anniversaries of the date on which the Company is first ready to render service from the new facilities. For each such anniversary, the payment will be equal to the amount of the deposit times the ratio of: (i) the number of services provisioned as of that anniversary date (less the number of services provisioned as of the prior anniversary date, if any); to (ii) the total number of services that can be provisioned based on the facilities installed. The payments shall include interest at the rate specified by the Commission for interest on deposits.

4. Any portion of the deposit remaining un-refunded five years after the date the Company is first ready to render service from the new facilities shall be retained by the Company.

(N)

5. Upon the mutual agreement of both the Company and an applicant, a bond or letter of credit may be posted in lieu of any deposit, and in such cases the bond or letter of credit may include a reasonable allowance for administrative costs, which shall not be subject to refund.

d. Determining the amount of pro-rata refunds.

1. Calculations of pro rata refunds shall be based on the deployment scenarios that the Company plans for the development in question. Refund methodologies are specified below for two specific scenarios: standard Fiber to the Premises ("FTTP") deployment, and standard non-FTTP deployment. Where the company decides in its discretion to utilize other deployment scenarios, a refund methodology shall be negotiated and agreed upon by the applicant and the Company before construction begins.

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Issued By: Keefe B. Clemons, General Counsel, 140 West Street, New York, N.Y. 10007 (080816)