

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.7 Application of the Discount (Cont'd)

(T)

(Step 5) The Telephone Company will determine the number of equivalent DSOs which already received a discount over the preceding six months, but were in excess of the maximum service level by subtracting the maximum service level calculated in Step 4 from the average equivalent DSO Standard Channel Termination count determined in Step 1.

(Step 6) To determine the total dollar amount associated with the equivalent DSOs which received a discount in excess of the maximum service level, the Telephone Company will multiply the excess equivalent DSO Channel Terminations in Step 5 by the average total rate per DSO equivalent in Step 2 and multiply the result by six.

(Step 7) To determine the non-discounted total dollar amount for the equivalent DSOs which were in excess of the maximum service level, the Telephone Company will recalculate the amount determined in Step 6 back to standard, non-discounted rates as follows. First, the Telephone Company will multiply the average total rate per equivalent DSO determined in Step 2 by the number of equivalent DSOs which were in excess of the maximum service level in Step 5 and divide the result by the discount factor or equivalent (i.e., 1 minus the discount percentage or equivalent). For combined DS3 and IEF services, the equivalent discount factor will be the DS3 discount percentage. For example, a ten percent discount would result in a calculation of 1 minus .1 for a discount factor of .9. The resulting amount is then multiplied by six.

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(Step 8) To determine the amount due from the customer, the Telephone Company will subtract the amount paid in Step 6 from the amount owed in Step 7. The resulting amount will be the amount adjusted (charged up) as a result of the true-up process. The amount due from the customer is not subject to any late payment factor as specified in Section 2.4.1 preceding.

In the event that the customer disputes the amount adjusted by the Telephone Company following the true-up process, the customer must notify the Telephone Company of the dispute within six months of the adjustment being applied (i.e., prior to the next scheduled true-up).

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.8 Rate Changes

(T)

The rates to which the discount percentage is applied are subject to change over the commitment period selected by the customer. An increase in the rate will result in an increase to the rates applicable to the customer or a decrease in the rate will result in a decrease to the rates applicable to the customer. For services which are provided with rate stability or base rates, rate changes are subject to the regulations specified in 25.1.9 following.

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(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.9 Rate Stability and Base Rates

(T)

For NYNEX Enterprise Services which are provided with Rate Stability, the discount percentage is applied to the rate stability base rates specified in Section 30. following for price band rates and 31. following for all other rates. Such rates will not be subject to Telephone Company initiated rate increases over the commitment period selected by the customer. However, the Telephone Company may initiate an increase in the discount percentage as set forth in 25.1.4 preceding or may decrease the rate stability base rate. A decrease in the Rate Stability base rate will result in a decrease to the rates applicable to the customer. In no case will the Rate Stability base rate exceed the non-discounted monthly rate for the service.

For services provided with Base Rates (without rate stability), the discount percentage is applied to the Base Rates specified in Section 30. following for price band rates and 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 customer. In no case will the Base Rate exceed the non-discounted monthly rate for the service.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods

(T)

The commitment period is the actual number of months for which the Commitment Discount Plan will be in effect and the percentage discount will be applied.

(A) Selection of a Commitment Period

(1) When establishing a Commitment Discount Plan, the customer must select a commitment period for each type of service included in the plan. Services included in a combined service type may have different commitment periods associated with each individual service type. The commitment period will be the number of months over which the percentage discount associated with that commitment period will be applied to the monthly rate elements for the type of service involved. The commitment periods and their associated percentage discounts are specified in 25.1.4 preceding. (T)

(2) Customers will have the option of establishing coterminous end dates for DS3 and IEF service types. Customers choosing this option must select a commitment period for the IEF service type equal to the longest commitment period of the customer's DS3 service type under CDP. The expiration date of the IEF service type under CDP will equal the existing expiration date of the customer's DS3 service type under CDP with the longest commitment period. Customers who choose this option shall receive the IEF rates associated with the longest DS3 commitment period selected. Where the DS3 commitment period does not match any available commitment period for IEF (e.g., 2 years), then the corresponding IEF commitment period that must be chosen is set forth in the table below. (N)

<u>DS3 Commitment Period</u>	<u>IEF Commitment Period</u>
2 years	3 years
3 years	3 years
5 years	5 years
7 years	5 years

For example, assume that the customer has Switched Access DS3 service on a 5 year plan and Special Access DS3 service on a 3 year plan, and the customer wants to include IEF service with a coterminous end date. Assume further that there is 2 years remaining on the Switched Access DS3 commitment period. The customer must choose the IEF commitment period that is equal to the Switched Access DS3 commitment period that is the longer of the two DS3 commitment periods in this example. The expiration date for the IEF service and the Switched Access DS3 service will be the same (i.e., 2 years from the date of establishment of the IEF plan under CDP). The customer will receive the TPP rates associated with the 5 year commitment period for IEF service. (N)

Certain material previously appearing on this page currently appears on 2nd Revised Page 25-20

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
 1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(T)

(A) Selection of a Commitment Period (Cont'd)

(2) (Cont'd)

There shall be no change to the DS3 commitment period or DS3 rates. Minimum period obligations as set forth 25.1.12 following shall apply regardless of the end date chosen. (N)
(N)
(N)

(B) Effective Date of Commitment Period

(M) (x)

Where the Commitment Discount Plan is requested to be provided coincident with the connection of new services or on existing services, the commitment period will begin the first bill day in the month following the month in which the customer provided the Telephone Company with written confirmation to have service provided under a Commitment Discount Plan. (M) (x)

(C) Expiration of a Commitment Period

At the expiration (and) of its selected commitment period, the customer will have the option of selecting any then effective commitment period for the type of service involved, including combined service types, extending the expiring commitment period as set forth in (D) following or continuing service without any discount plan. If the commitment period for a service offered under a combined service type is expiring and the service type will continue without any discount plan, the commitment level for the combined service type will change to an individual service type for the remaining service and be reduced by the quantity of channel terminations expiring. If all commitment periods under the Commitment Discount Plan expired, the customer also has the option of selecting 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 or Section 26.1.4 following for IEF. (C)
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(x) Certain material currently appearing on this page formerly appeared on 1st Revised Page 25-19

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(T)

(D) Extension of a Commitment Period

At any time prior to the expiration of the selected commitment period for an existing Commitment Discount Plan, the customer may extend the commitment period by cancelling the existing plan and selecting a new plan with a commitment period which is equal to or longer than the original commitment period associated with the cancelled plan. 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 commitment level will be either the existing commitment level for the combined services or at least 90% of the total number of channel terminations for the combined service type, whichever is higher. If the 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 at least seventy-five percent (75%) of the total number of channel terminations for DDS II. Termination liability charges as set forth in 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.

(T)

The customer also has the option to extend the expiration date of the commitment period for a specific service level at the same discount percentage currently being applied, provided that the new expiration date for the commitment period is the same as, or sooner than, the expiration date associated with the longest commitment period under the customer's Commitment Discount Plan.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(T)

(D) Extension of a Commitment Period (Cont'd)

For combined service types, the customer has the option of extending the expiration date of the shorter commitment period of a combined service type to the expiration date of the longer commitment period of the other service type. The 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. For example, if a customer has a combined service type with a 5-year plan for switched DSIs (30%) that is expiring and a 7-year plan for special DSIs (40%) that has 2 years remaining in the commitment period, the customer may extend the expiration date of the switched DSIs to match the expiration date of the special DSIs. The customer may also select the 7-year discount percentage associated with the switched DSIs (35%) for the remaining 2 years of the commitment period. 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 commitment level will be either the existing commitment level for the combined services or at least 90% of the total number of channel terminations for the combined service type, whichever is higher. If the 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 at least seventy-five percent (75%) of the total number of channel terminations for DDS II.

Termination liability charges as set forth in 25.1.11 following are not applicable to the cancelled plan provided that the minimum service commitment as of the date of extension is maintained during the period of extension.

(T)

(E) Cancellations

Except as set forth in (D) preceding, cancellation of a Commitment Discount Plan will result in the application of termination liability as set forth in 25.1.11 following.

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(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.10 Commitment Periods (Cont'd)

(T)

(F) Time In-Service Credit

Time in-service credit will be granted for each type of service being converted from a Service Discount Plan or IEF Term Plan to the Commitment Discount Plan if at least one of the services of the type being converted has been under its Service Discount Plan or IEF Term Plan for at least twenty-four months. The amount of time in-service credit granted for each eligible service type is determined by the commitment period the customer selects for its Commitment Discount Plan as follows.

<u>Time In-Service for SDP or IEF Term Plan</u>	<u>Time In-Service Credit for CDP</u>	(C)
Up to 24 months	3 months credit on a CDP of 24 months or longer	
24 months to 36 months	6 months credit on a CDP commitment period of 36 months or longer	
37 to 60 months	12 months credit on a CDP commitment period of 60 months or longer	
61 months or 84 months	18 months credit on a CDP commitment period of 60 months or longer	

Time in-service credit will be applied to the end of the Commitment Discount Plan commitment period thereby reducing the number of months for which termination liability charges are applicable. For example, a commitment period of sixty months with twelve months of time in-service credit applied will not be subject to termination liability charges after the forty-eighth month of the sixty month commitment period.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
 1300 I Street, NW, Washington, DC 20005

(T)
 (T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability

(T)

Termination liability applies (1) when a Commitment Discount Plan is cancelled prior to the end of the customer selected commitment period, unless such cancellation is associated with the extension of a commitment period as set forth in 25.1.10(D) preceding; or (2) when all services in the Commitment Discount Plan are disconnected prior to the end of the customer selected commitment period. (T)

The termination liability charge applies in addition to any applicable minimum period charges.

There are two methods (i.e., Option 1 or Option 2) of determining and calculating the termination liability charge. The Telephone Company will calculate the charge using both methods and apply the method which produces the lesser termination liability charge.

For IEF, the termination liability shall be determined using Option 1 only. (N)
(N)

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability (Cont'd)

(T)

Option 1 Termination Liability Charge Method and Calculation

Under Option 1, the termination liability charge is 50% of the applicable monthly rates for each month or fraction thereof remaining in the selected commitment period, less any time in-service credit which may have been applied. The termination liability charge applies in addition to the charge associated with satisfying the minimum period requirement as set forth in Section 5.2.5 preceding.

The termination liability charge will be calculated as follows:

(Step 1) The Telephone Company will conduct a final true-up to determine the average number of equivalent DS0 Standard Channel Terminations in service since the last true-up was performed and the total dollar amount associated with the equivalent DS0 monthly rate elements which were in service since the last true-up was performed.

(Step 2) Using the data determined in the final true-up and all applicable previous true-ups, the Telephone Company will calculate an average rate per equivalent DS0.

(Step 3) The Telephone Company will multiply the average rate per equivalent DS0 from Step 2 by fifty percent 50% and by the number of equivalent DS0s which comprise minimum commitment and multiply the result by the number of months and fraction thereof remaining in the commitment period, less any time in-service credit which may have been applied or the number of months from the end of the minimum period requirement to the end of the commitment period, less any time in-service credit which may have been applied, as applicable. The amount due from the customer is not subject to any late payment factor as specified in Section 2.4.1 preceding.

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(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability (Cont'd)

(T)

Option 2 Termination Liability Charge Method and Calculation

Termination liability under Option 2 will be calculated as follows.

- Where there is no Commitment Discount Plan commitment period less than the actual time the Commitment Discount Plan has been in effect, the termination liability charge will be the difference between the total dollar amount of the full (non-discounted) monthly rates and the total dollar amount of the discounted monthly rates for the period of time that the plan was in effect. The Telephone Company will conduct a final true-up on the plan for the period of time since the last true-up was performed up to the date of disconnection or cancellation. The termination liability charge will be calculated using data from the final true-up and any previous true-up(s) performed since the plan was established.
- Where there is a Commitment Discount Plan commitment period less than the actual time the Commitment Discount Plan has been in effect, the termination liability charge will be the difference for the prior twenty-four months between the discounted monthly rates resulting from the highest Commitment Discount Plan commitment period that could have been satisfied prior to disconnection of service or cancellation of the plan and the discounted monthly rates resulting from the Commitment Discount Plan which was selected by the customer. The following example illustrates the application of a termination liability charge. If a customer with a 60 month commitment period were to disconnect all services in the plan after 40 months and 5 days, the highest Commitment Discount Plan commitment period which could have been satisfied is 36 months. To determine the termination liability charge, the Telephone Company will conduct a final true-up on the plan for the period of time since the last true-up was performed to the date of disconnection or cancellation.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.11 Termination Liability (Cont'd)

(T)

Option 2 Termination Liability Method and Calculation (Cont'd)

Using the data from the final true-up and any previous true-up data necessary to recalculate the prior twenty-four months, the Telephone Company will calculate the termination liability charge as follows.

- (1) Determine the total dollar amount associated with all of the monthly rate elements which were discounted over the previous twenty-four months (i.e., the actual discounted dollar amounts for the prior twenty-four months).
- (2) Determine the total dollar amount (with no discount applied) for the same rate elements in (1) for the prior twenty-four months and apply the discount percentage for the highest commitment period which could have been satisfied (36 months in this example).
- (3) If the total dollar amount in (1) is greater than the total amount in (2), the Telephone Company will subtract the total dollar amount in (2) from the total dollar amount in (1) and credit the difference to the customer. If the total dollar amount in (2) is greater than the total dollar amount in (1), the Telephone Company will subtract the total dollar amount in (1) from the total dollar amount in (2) and apply the difference as an adjustment (charge up) to the customer.

25.1.12 Minimum Period

(T)

The minimum period for any service provided under the Commitment Discount Plan is one year.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)
(T)

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.13 Coterminous Plans

(N)

Upon establishment of a new commitment period under CDP under this tariff (excluding any extensions pursuant to 25.1.8(D)(2) or (3), 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 Telephone Company's Tariff F.C.C. No. 1, provided that, the selected services are under the same length term plan in both tariffs, and provided further that, there is at least fifty percent (50%) of the time remaining in the CDP term in Tariff F.C.C. No. 1. If the same term plan lengths are not available in both tariffs (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 from which the service was ordered.

(x)
(x)
(x)

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 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.

(x)
(x)

Example 1:

Assume a customer establishing a 7-year CDP under this tariff is eligible to receive 18 months of time in-service credit for the period of time the service was under a TPP. Assume the customer also has an existing 7-year CDP in Tariff F.C.C. No. 1 for the same service type with 72 months remaining in the 84 month commitment period (i.e., 12 months have elapsed). In order to make the plans coterminous, the customer's new commitment period for this service type under this tariff would be 72 months (or a reduction of 12 months from the full commitment period of 84 months that the customer would otherwise have subscribed to on a 7 year plan). The customer is eligible to make the new plan under this tariff coterminous with the commitment period for the same service type under Tariff F.C.C. No. 1 because the selected services are under the same length term plan in both tariffs (i.e., 7 years), and there is at least fifty percent (50%) of the time remaining in the CDP term in Tariff F.C.C. No. 1 (i.e.,

(x)
(x)
(N)(x)

(x) Issued under authority of Special Permission No. 04-042 of the Federal Communications Commission

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.13 Coterminous Plans (Cont'd)

(B) (Cont'd)

Example 1 (Cont'd)

only 12 months out of 72 months have elapsed). In this case, the customer would be eligible for time in-service credit under the new CDP in this tariff of only 6 months in lieu of the 18 months of time in-service credit that would have been granted if coterminous expiration dates had not been established (i.e., 18 months of time in-service credit less 12 months reduction for the coterminous expiration date equals 6 months of time in-service credit). (N)

Example 2:

If the customer in Example 1 was only eligible for 6 months of time in-service credit under this tariff, no time in-service credit would be granted if coterminous expiration dates had been established (i.e., 6 months of time in-service credit less 12 months reduction for the coterminous expiration date equals a negative time in-service credit and therefore, no credit is granted). (N)

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

25. Discount Plans

25.1 Commitment Discount Plans

A Commitment Discount Plan provides for the application of a discount to the monthly recurring rates for service(s) included in the Plan based on a minimum commitment of channel terminations. For administrative purposes, all services included in the Commitment Discount Plan are managed as a single plan with separate commitment periods applicable to each type of service. Existing CDP customers have the option to either (1) maintain existing term pricing plans on their IEF or (2) include their IEF under the CDP, in which case their IEF terminations must be combined with their Switched and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan. New CDP customers have the option to either (1) establish or maintain a term pricing plan on their IEF or (2) include their IEF under the CDP, in which case their IEF terminations must be combined with their Switched and Special Access DS3 channel terminations. Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched and Special Access DS3 channel terminations may be combined into a single commitment level.

25.1.1 Commitment Discount Plan Availability

At the customer's request, certain Telephone Company Switched Access Services and Special Access Services may be provided under a Commitment Discount Plan. The types of services to be discounted, along with the specific discount percentages and available commitment periods, are set forth in 25.1.4 following.

Commitment Discount Plans for Direct Trunked Transport Switched Access Service are only available in states where Expanded Interconnection has become operational and either:

- a total within the state of 100 DS1 equivalent Entrance Facility Office Channel Terminations have been provided in the Zone 1 serving wire centers, access tandems or remote nodes in that state or;
- an average of 25 DS1 equivalent Entrance Facility Office Channel Terminations have been provided per Zone 1 serving wire center, access tandem or remote node in that state.

Based on the above requirements, Commitment Discount Plans for Direct Trunked Transport Switched Access Service are available in all states. Commitment Discount Plans are not applicable to Switched Access Tandem Switched Transport Service. However, the customer may also subscribe to a Service Discount Plan for Switched Access Service Tandem Switched Transport as set forth in Section 6.7.16 preceding.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.1 Commitment Discount Plan Availability (Cont'd)

Separate commitment periods will be established for each of the following service types which are under the Commitment Discount Plan

<u>Type of Service</u>	<u>Rate Element Discounted</u>	<u>VNY</u>	<u>VNE</u>	
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	(N)
	Electrical Interfaces	X	X	(N)

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
 1300 I Street, NW, Washington, DC 20005

(T)
 (T)

ACCESS SERVICE

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

Separate commitment periods will be established for each of the following service types which are under the Commitment Discount Plan (Cont'd)

<u>Type of Service</u>	<u>Rate Element Discounted</u>	<u>VNY</u>	<u>VNE</u>
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	

(TR 24)

Issued: April 13, 2001

Effective: April 28, 2001

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.1 Commitment Discount Plan Availability (Cont'd)

Separate commitment periods will be established for each of the following service types which are under the Commitment Discount Plan (Cont'd)

<u>Type of Service</u>	<u>Rate Element Discounted</u>	<u>VNY</u>	<u>VNE</u>
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 FDS1 Service	Channel Termination	X	
	Channel Mileage	X	
Special Access NYNEX Enterprise DSO Service	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

(TR 24)

Issued: April 13, 2001

Effective: April 28, 2001

Vice President
2980 Fairview Park Drive, Falls Church, VA 22042

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan

A customer with one or more services has the option of requesting, at any time, a Commitment Discount Plan for its service(s). For each type of service (e.g., 1.544 Mbps High Capacity Service or NES DS1) as specified in 25.1.1 preceding, the Commitment Discount Plan must include all services of that type which the Telephone Company provides to the customer within any of its operating territories, except as specified in 25.1.1 preceding. 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 type of service 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 Commitment Discount Plan).

For purposes of administering the terms and conditions of the Commitment Discount Plan, 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.

(TR 24)

Issued: April 13, 2001

Effective: April 28, 2001

Vice President
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

When a Commitment Discount Plan is established, the customer agrees to the following requirements pertaining to all of its existing Service Discount Plans and Term Plans as provided under Sections 6.7.16 or 7.4.10 preceding or 26.1 following.

- The customer may continue with, or establish new, any available Service Discount Plan or Term Plan for the following services which are not eligible for inclusion in the Commitment Discount Plan. The regulations for the Service Discount Plan and Term Plans on these services are set forth in Sections 7.4.10 preceding or 26.1 following.
 - Special Access DOVPATH service
 - Special Access Digital Data Service (New York only)
 - Special Access Voice Grade Service (New York only)
 - Special Access Broadcast Video Service
 - Special Access Advanced Uncompressed Digital Video Service
 - Special Access Fiber Based Multichannel Video Service
 - Special Access Supertrunking Transport Video Service
- Enterprise SONET Services (D)
- SONET Services, with the following exceptions: (N)
 - IntelliLight® Entrance Facilities (when not included in CDP) (T)
 - Services specified in 25.1.1 preceding (N)
- Optical Hubbing Service (N)
- The 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.
- Existing CDP customers have the option to either (1) maintain existing term pricing plans on their IEF or (2) include their IEF under the CDP, in which case their IEF terminations must be combined with their Switched and Special Access DS3 channel terminations without applying termination liabilities to their cancelled IEF Term Plan. If a 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 will be added to the DS3 commitment levels to create a new combined DS3 and IEF commitment level.
- New CDP customers have the option to either (1) establish or maintain a term pricing plan on their IEF or (2) include their IEF under the CDP, in which case their IEF terminations must be combined with their Switched and Special Access DS3 channel terminations.

(TR 492)

Issued: September 22, 2004

Effective: October 7, 2004

Vice President, Federal Regulatory
 1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.2 Establishment of a Commitment Discount Plan (Cont'd)

- For all Switched Access or Special Access Services (i.e., services which are under the Commitment Discount Plan), the Service Discount Plan(s) or Term Plan will be cancelled in order to include the service(s) in the Commitment Discount Plan. Service Discount Plan or Term Plan Termination Liability will not apply to the cancelled plan(s). (C) (M) (x) (C) (M) (x) (C) (M) (x)
- The customer agrees to establish a separate Commitment Discount Plan for each type of service specified in 25.1.1 preceding. The customer may not establish any new Service Discount Plan(s) on any of these services while a Commitment Discount Plan is in effect. | | | | (M) (x)

(x) Certain material currently appearing on this page formerly appeared on Original Page 25-6

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels

The Commitment Discount Plan 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 channel terminations which the Telephone Company provides to the customer in all of its operating territories. The minimum commitment shall be expressed as the equivalent number of DS0s for the Standard Channel Termination rate elements of all services involved.

The total number of channel terminations determined above will be converted into an equivalent number of DS0s using the following DS0 equivalent table.

<u>Type of Channel Termination</u>	<u>DS0 Equivalent</u>	
STS12 level	8,064	(N)
STS3 level	2,016	
STS1 level	672	(N)
DS3 level	672	
DS1 level	24	
NES Fractional DS1		
768 kbps	12	
512 kbps	8	
384 kbps	6	
256 kbps	4	
128 kbps	2	
NES DS0	1	
DDS II	1	

The customer agrees to an initial minimum commitment of at least seventy-five percent (75%) of the total number of DDS II channel terminations involved. For all other services, the customer agrees to an initial minimum commitment of at least ninety percent (90%) of the total number of channel terminations for the type of service or combined service types involved (e.g., the customer agrees to commit at least 90% of its 1.544 Mbps High Capacity Service Standard Channel Terminations). Customers have the option of combining the following services for the purposes of establishing commitment levels. Switched Access and Special Access DS1 channel terminations may be combined into a single commitment level. Switched and Special Access DS3 channel terminations may be combined into a single commitment level. FMS Standard Channel Terminations are not included in the Commitment Discount Plan.

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

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.3 Plan Commitment Levels (Cont'd)

For DDS II, the customer must specify a minimum commitment that is at least seventy-five percent (75) of the total number of channel terminations. For all other services, the customer must specify a minimum commitment for each service type or combined service type that is at least ninety percent (90%) of the total number of channel terminations for that type of service or combined service type. However, a Commitment Discount Plan will not be provided if the combined number of equivalent DS0s for all service types specified in 25.1.1 preceding is less than 336.

The minimum commitment on an individual service type or combined service type will be adjusted when one or more of those services are upgraded to a higher bandwidth/capacity service. IEF or any other service under CDP may be upgraded to any Telephone Company provided optical service not included in CDP. (C)

For example, if DS1 services are upgraded to a DS3, the minimum commitment for the DS1 services will be reduced by ninety percent (90%) of the total equivalent DS0 count of the DS1(s) involved in the upgrade and the minimum commitment for the DS3 services will be increased by ninety percent (90%) of the 672 equivalent DS0s of the DS3 being added. Termination liability will not apply to the reduced minimum commitment. The adjusted minimum commitment will be reflected in all calculations involved in the true-up process. (T)

For another example, if IEF is upgraded to Multiplexed IntelliLight Broadband Transport service as set forth in Section 26 following, the commitment for IEF services shall be reduced by ninety percent (90%) of the total equivalent DS0 count of the IEF services involved in the upgrade. (N)

The customer may increase the minimum commitment coincident with the results of the six months true-up process as set forth in 25.1.7 following with the increased commitment applying for the balance of the commitment period or until such time as the customer wishes to increase its minimum commitment again. (T)

If the customer failed to maintain its minimum commitment for DDS II, the customer may opt to reduce its existing commitment level for DDS II by 15%. The customer may only exercise this option one time each year, and the customer must notify the Telephone Company of its decision within thirty (30) days of the six month true-up process.

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages

For each billing month, the Telephone Company will discount service under Commitment Discount Plans as follows: (C)
(C)

For IEF services, the Term Plan monthly rates shown in Section 30.26.4 following for price band rates and Section 31.26.4 following for all other rates will apply for the selected commitment period. Such rates may change during the commitment period subject to the regulations set forth in 25.1.6 following. (N)

For the remaining services included under Commitment Discount Plans, the discount percentage set forth in the table below will be applied to the monthly rates or the Base Rates for the selected commitment period. Base Rates, monthly rates, and discount percentages may change during the commitment period subject to the regulations set forth in 25.1.5 and 25.1.8 following. (N)

Services included in a combined service type may have different commitment periods associated with each individual service type. The discount percentage applied to the monthly rates will be the discount percentage associated with the commitment period of the individual service type. Such rates may change during the commitment period subject to the regulations set forth in 25.1.8 following. The discount is applied as set forth in 25.1.7 following. (T)
(T)

The discount percentage to be applied differs based on the length of the commitment period selected by the customer and the type of service. The customer must select a commitment period from those following by specifying the number of months over which the discount is to be applied. The discount percentage to be applied will be the discount percentage for the commitment period selected by the customer.

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>
Special Access DDSII	24 months	5%
	36 months	10%
	60 months	20%
	84 months	25%

Certain material formerly appearing on this page currently appears on 1st Revised Page 25-10

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage</u>	
Special Access 1.544 Mbps	24 months	15%	(M) (x)
	36 months	25%	
	60 months	35%	
	84 months	40%	
Special Access 44.736 Mbps	24 months	5%	
	36 months	10%	
	60 months	35%	
	84 months	40%	(M) (x)
Special Access NYNEX Enterprise DS0 or Fractional DS1	24 months	5%	
	36 months	10%	
	60 months	25%	
	84 months	30%	
Special Access NYNEX Enterprise DS1	24 months	5%	
	36 months	15%	
	60 months	25%	
	84 months	30%	
Special Access NYNEX Enterprise DS3	24 months	5%	
	36 months	10%	
	60 months	35%	
	84 months	40%	

(x) Certain material currently appearing this page formerly appeared on 3rd Revised Page 25-9

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
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ACCESS SERVICE

25. Discount Plans (Cont'd)

25.1 Commitment Discount Plans (Cont'd)

25.1.4 Commitment Periods and Discount Percentages (Cont'd)

<u>Service Type</u>	<u>Commitment Period</u>	<u>Discount Percentage*</u>	(C)
IntelliLight Entrance Facility Optical Terminations and Electrical Interfaces (Switched & Special Access)	36 months	Term Plan Rate	
	60 months	Term Plan Rate	(N)
Switched Access DS1 Direct Trunked Transport and Entrance Facility	24 months	10%	
	36 months	20%	
	60 months	30%	
	84 months	35%	
Switched Access DS3 Direct Trunked Transport and Entrance Facility	24 months	5%	
	36 months	10%	
	60 months	35%	
	84 months	40%	

* For IEF services, the rate under CDP is the Term Plan rate for the selected commitment period. (N)
 (N)

(TR 453)

Issued: May 27, 2004

Effective: June 11, 2004

Vice President, Federal Regulatory
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**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 11

REDACTED – FOR PUBLIC INSPECTION

REDACTED – FOR PUBLIC INSPECTION

**REPLY DECLARATION OF RONALD H. LATAILLE,
MARION C. JORDAN, AND JULIE K. SLATTERY**

EXHIBIT 12

REDACTED – FOR PUBLIC INSPECTION