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December 5, 2011

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Federal Communications Commission
Office of the Secretary

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**CONFIDENTIAL INFORMATION –
SUBJECT TO SECOND PROTECTIVE ORDER IN WC DOCKET No. 05-25 AND
RM-10593 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION –
ADDITIONAL COPYING PROHIBITED**

BY HAND DELIVERY

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street, SW
Washington, D.C. 20554

Re: Special Access Rates for Price Cap Local Exchange Carriers,
WC Docket No. 05-25 and RM-10593

Dear Ms. Dortch:

FairPoint Communications, Inc., on behalf of its price cap local exchange carrier subsidiaries (“FairPoint”), hereby responds to the Commission’s Public Notice, DA 11-1576 (rel. Sept. 19, 2011) (the “Public Notice”), seeking additional data in connection with the pending Notice of Proposed Rulemaking in the above-captioned proceeding, 20 FCC Rcd 1994 (2005).

Pursuant to the Public Notice and the Protective Orders established in this proceeding,¹ FairPoint hereby files certain information requested in the Public Notice that is proprietary, competitively sensitive, and highly confidential to FairPoint, and meets the definition of Highly Confidential under the Protective Orders. FairPoint accordingly has marked each page of this letter and the enclosed Stamped Highly Confidential Documents with the required legend indicating its Highly Confidential nature as required in paragraph 5 of the Second Protective Order, and indicated that the document contains such competitively sensitive information that the copying of the document should be restricted, as provided for in paragraph 6 of the Modified Protective Order. To the extent these Stamped

¹ *Special Access Rates for Price Cap Local Exchange Carriers*, Modified Protective Order, 25 FCC Rcd 15168; Second Protective Order, 25 FCC Rcd 17725 (2010); as supplemented by Letter from Sharon E. Gillett to Paul Margie, 26 FCC RCD 6571 (2011) (together, the “Protective Orders”).

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Highly Confidential Documents contain any types of FairPoint-proprietary information that the Commission has not previously declared to fall within the definition of Highly Confidential under the Second Protective Order, FairPoint hereby requests that the Commission limit access to all such FairPoint-proprietary information contained in the enclosed Stamped Highly Confidential Documents, as FairPoint believes that such information should be subject to protection under FOIA, the Commission's rules, and the Second Protective Order.

Please find enclosed herewith:

- one complete copy of FairPoint's Stamped Highly Confidential Documents as defined in the Second Protective Order, including paper files and a CD containing an Excel spreadsheet;
- an original and four copies of its Redacted Confidential Filing, including four copies of each paper file, and a CD containing the redacted Excel spreadsheet.

Also today, FairPoint is providing to Mr. Andrew Mulitz, Pricing Policy Division, Wireline Competition Bureau, the following:

- two complete copies of FairPoint's Stamped Highly Confidential Documents as defined in the Second Protective Order, including two copies of each paper file and two CDs containing an Excel spreadsheet.

FairPoint requests that you stamp the enclosed copy of this letter and return it to me. Please direct any questions concerning this matter to me.

Respectfully submitted,



Karen Brinkmann
Counsel for FairPoint Communications, Inc.

**FAIRPOINT COMMUNICATIONS, INC. RESPONSES TO
COMPETITION DATA REQUESTED IN *SPECIAL ACCESS NPRM***

WC Docket No. 05-25, RM-10593

DA 11-1576

III. Voluntary Information Request

Please see responses on behalf of Enhanced Communications of Northern New England Inc., Northern New England Telephone Operations LLC & Telephone Operating Company of Vermont LLC's (FairPoint), as applicable, in red below.

A. All Providers. We request that members of the public that are providers of *DS1*, *DS3* and *PSDS* services respond to the following questions:

1. *Terms and conditions.* Describe any logistical constraints on a customer's ability to make the transition from *DS1*s and *DS3*s: (a) to unregulated access services (assuming forborne services) offered by your company;

Response: There are no physical logistical constraints to transition from *DS1*'s and *DS3*'s to an unregulated access service. FairPoint would process any transition request as a new installation order (subject to the availability of facilities) and a disconnect order of existing *DS1/DS3* service. The terms and conditions of our *DS1* and *DS3* discount plans allow the customer to upgrade their service without any penalties. In the event the customer is not upgrading their service, early termination fees and other penalties may apply.

Dependent upon the plan under which a customer orders the special access service, early termination fees and other penalties may be avoided. In compliance with our tariff, or the customer's contract, if unregulated services are purchased, early termination fees and other penalties can be avoided if 1) the customer is subscribed to a monthly service or 2) the customer's service term has expired or 3) the period for which the penalty applies has expired.

and (b) to unregulated access services offered by a competitor.

Response: There are no physical logistical constraints to transition from *DS1*'s and *DS3*'s to an unregulated access service offered by a competitor. FairPoint would process any transition request requiring the unbundling of FairPoint network as a new install and a disconnect order for existing *DS1/DS3* service. In the event the competitor is facilities based, FairPoint would process a disconnect order for the existing *DS1/DS3* service.

FairPoint collaborates with the competitor or with FairPoint's wholesale customer and with their end customer to logistically transfer/ retire/ disconnect the existing services/ equipment and migrate onto the new service.

Are there any constraints on how many circuits can be switched per day, per week, per month?

Response: FairPoint posts installation intervals for certain services on its web site: http://www.fairpoint.com/wholesale/resources/product_interval_guides/. In addition, intervals

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B. ILEC Providers. We request that members of the public that are incumbent local exchange carrier (ILEC) providers of *DS1*, *DS3*, or *PSDS* services respond to the following questions:

1. *ILEC Revenues*. Please provide the information requested below on a national basis. An optional template is available at <http://www.fcc.gov/wcb/ppd/pn2template.xls> for your response to this question. Data elements and instructions for that template are identified in Table III.B.1 of Attachment B.

Response: Please see enclosed EXCEL pn2template file tab labeled "III. B. 1. Template".

- a. Total intrastate and interstate *Revenues* generated by *DS1* and *DS3* services, separately for *DS1* and *DS3* services;
- b. *Revenues* generated from *One Month Term Only Rates* generated by *DS1* and *DS3* services, separately for *DS1* and *DS3* services;
- c. *Revenues* generated from rates charged under *Term Discounts*, separately for *DS1* and *DS3* services;
- d. *Revenues* generated from rates charged under *Tariff Benefit Plans* for *DS1* and *DS3* services:
 - i. In total; and
 - ii. If data is available, separately for *DS1*s and *DS3*s;
- e. *Revenues* generated from rates charged under *Tariff Discount Plans* for *DS1* and *DS3* services:
 - i. In total; and
 - ii. If data is available, separately for *DS1*s and *DS3*s;
- f. *Revenues* generated from rates charged under *Contract-Based Tariffs* for *DS1* and *DS3* services:
 - i. In total; and
 - ii. If data is available, separately for *DS1*s and *DS3*s;
- g. If the sum of the subcategories of *Revenues* reported above (in III.B.1.b – III.B.1.f)), plus *Revenues* generated by intrastate *DS1* and *DS3* services, do not add up to the total *Revenues* reported in III.B.1.a, explain why;
- h. *Revenues* generated from *DS1* and/or *DS3* rates charged under *Tariff Discount Plans* for *Prior Purchase-Based Discounts*:
 - i. In total;
 - ii. If available, separately for *DS1* and *DS3* services; and
 - iii. Of the total (and for the separate *DS1* and *DS3* totals if available), *Revenues* generated from sales made at a discount from the *One Month Term Only Rate* of:
 - a. Less than 10%;
 - b. Greater than or equal to 10%, but less than 20%;
 - c. Greater than or equal to 20%, but less than 30%;
 - d. Greater than or equal to 30%, but less than 40%;
 - e. Greater than or equal to 40%, but less than 50%; and
 - f. Greater than or equal to 50%.

For purposes of calculating the percentages described above (in III.B.1(h)), an example would be a *Tariff Discount Plan* that requires a purchase of 20 *DS1*s and 10 *DS3*s and generates *Revenues* of \$2,000 for calendar-year 2010. If those same circuits were purchased at *One Month Term Only Rates* of \$100 per *DS1* and \$200 per *DS3*, then total *Revenues* would instead be \$4,000. Since the *Tariff Discount Plan* under this scenario generated 50% of the *Revenue* that would be generated from *One Month Term Only Rates*, the discount would be greater than or equal to 50%.

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- a. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling);
- b. Greater than 51.84 Mbps and less than 1Gbps of delivered bandwidth (inclusive of signaling); and
- c. Greater than or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

2. *Data from Price Cap Tariff Review Plan (TRP)*. For each study area in which you operate, report the data identified below from TRPs filed in support of rates that took effect on July 1, 2011. If the initial TRP filed in support of the July 1, 2011 rates was revised, report data from the most recently revised TRP filed in support of these rates. An optional template is available at <http://www.fcc.gov/wcb/ppd/pn2template.xls> for your response. Data elements and instructions for that template are identified in Table III.B.2 of Attachment B.

- a. Four-character company study area (COSA) code;
- b. Filing date of the TRP;
- c. Transmittal number of the tariff filing in which the TRP was filed;
- d. Name of the Lotus 123 file that your firm submits to the Commission that contains the TRP;
- e. Total base period¹ *DS1* and *DS3* revenues separately, based on calendar-year 2010 demand and June 30, 2011 rates reported in your firm's July 1, 2011 Tariff Review Plan (2011 TRP). Accordingly, revenues would be calculated using demand for calendar-year 2010 and rates that were in effect on June 30, 2011;
- f. Total amounts paid or refunded (or the equivalent) to your customers² for *DS1* and *DS3* services listed in the TRP, whether or not those amounts were included in your company's 2011 TRP, because your network experienced an outage, or you engaged in poor service or failed to meet a service level agreement, or because your customers experienced other failures, errors or omissions in the service you provided. If possible, provide amounts paid/refunded separately for *DS1* and *DS3* services;
- g. How much (in dollars) of the total amount paid or refunded to customers, reported in the above question (in B.2.f), was reported in the 2011 TRP;
- h. Provide the dollar amounts of the penalty fees (or their equivalent) that purchasers of *DS1* and *DS3* services listed in the TRP paid your firm for disconnecting service, changing the type of service(s) purchased from your firm, *Changing Service Providers*, or other reasons, whether or not those penalty fees were included in your company's 2011 TRP. If possible, provide this information separately for *DS1* and *DS3* services;³
- i. State how much of the total amount paid to your firm reported in the above question III.B.2.h was reported in the 2011 TRP.

Response: Please see EXCEL pn2template file tab labeled "III. B. 2. Template" attached for responses. FairPoint is providing data for one of the five TRPs filed in 2011. The COSA FPPC contained in this response supports over \$267 million in annual revenue and is the only FairPoint area that has been granted pricing flexibility. FairPoint's remaining four rural study areas have interstate annual revenues that total approximately \$7.5 million and converted to Price Cap in 2010. The revenues for these four study areas are under Price Cap regulation.

¹ See 47 C.F.R. §61.3(g) (defining "base period" for carriers subject to price cap regulation).

² For the default time period as per Instruction II.1 of this Public Notice.

³ Provide this information as of the default time period in Instruction II.1 of this Public Notice.

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4. *Terms and Conditions.* For each of the *LSAs* in Attachment A, list, separately for sales of *DS1s* and *DS3s*, the names of all *Tariff Discount Plans* and *Tariff Benefit Plans* available that could be applied to these services. For each *Tariff Discount Plan* listed, provide: (a) all *Tariff* and section numbers which discuss the plans; (b) the number of customers within each *LSA* subscribing to the *Tariff Discount Plan* and *Tariff Benefit Plan* as of December 31, 2010; and (c) the amount of annual *Revenue* (incorporating all discounts, penalties, and other adjustments) generated by the plan between.

Response: FairPoint does not have any *LSA* in its operating territory.

5. *Terms and Conditions.* For each of the *Tariff Discount Plans* listed in response to question III.B.4, by *LSA*, provide the following information:

- a. Whether the *Tariff Discount Plan* allows or restricts customers from subscribing to other *Tariff* discount plans within the same *LSA*, and if so, the names of which *Tariff Discount Plans* may be combined and which may not;
- b. Whether the *Tariff Discount Plan* allows or restricts customers from subscribing to other *Tariff Discount Plans* outside the *LSA*, and if so, the names of which plans may be combined and which may not;
- c. A description of: (1) duration options for the *Tariff Discount Plan* (i.e., 5-year term, 7-year term, etc.); (2) a description of the contingency (or contingencies) on which the *Tariff Discount Plan's* discount is based (i.e., term, volume, revenue, or other commitment); (3) the business rationale for each contingency (include discussion of maximum as well as minimum purchase requirements); and (4) the timing and process of the true-up process, if any;
- d. A description of penalties (such as shortfall provisions) and/or contract adjustments (such as a "Discount Tier Adjustment"⁵) that apply to customers who fail to achieve the discount contingency (or contingencies) described above and the business rationale for the penalties;
- e. For discount contingencies based on a revenue or volume commitment, an explanation of how the customer's discount is affected if the customer increases the commitment, and how the discount is impacted if the customer decreases the commitment (e.g., whether the discounts increase as volumes increase) and the business rationale for these terms and conditions;
- f. A description of the fees, penalties, and/or plan adjustments applicable to a customer who terminates the plan prior to its full term and the business rationale for these terms and conditions;
- g. A description of your requirements or conditions for *Changing Service Providers*, such as any constraints on the number of circuits that can be changed on a daily, weekly or monthly basis, and how the customer is billed for circuits waiting to be changed.

Response: FairPoint does not have any *LSA* in its operating territory.

6. *Terms and Conditions.* For each *Contract-Based Tariff* in the *LSAs* listed in Attachment A of this Public Notice, provide by *LSA*:

- a. A statement describing whether the *LSA* is subject to *Phase I Pricing Flexibility* and/or *Phase*

⁵ For example, one of Verizon's *Tariff Discount Plans*, the National Discount Plan, increases or decreases the applicable discount based on, as calculated during an annual true-up period, the difference between the customer's actual versus committed volumes. See *Verizon Telephone Companies Tariff No. 16*, Section 22.1.1(16); see also *Verizon Telephone Companies Tariff No. 16*, Section 22.1.7.

- e. The number of customers that failed to meet any volume and/or revenue commitments (either by falling below minimum requirements or exceeding maximum allowable volumes) required to retain a discount they originally agreed to when entering into the *Contract-Based Tariff*;
- f. The number of customers that failed to meet any commitments, other than volume or revenue, required to retain a discount they originally agreed to when entering into the *Contract-Based Tariff*.

Response: FairPoint does not have any LSA in its operating territory.

9. *Terms and Conditions.* What are the steps involved in *Changing Service Providers*, if a customer elects to do so? Other than provisions in *Contract-Based Tariffs* addressing a customer's ability to *Change Service Providers*, are there any legal and/or operational constraints on how many circuits can be changed per day, per week, per month? Within what geographic region are those constraints applicable? Are all changes subject to the same constraints? Where are your *Changing Service Providers* policies recorded, and how are they communicated to customers?

Response: Please see FairPoint's responses to Section III.A.1. above.

10. *Terms and Conditions.* For each *Tariff Discount Plan* based on revenue or volume commitments, explain how your company determines the initial commitment level at the beginning of a *Tariff Discount Plan* and whether that initial commitment level can be reset to a lower level once the *Tariff Discount Plan* expires.

Response: Per the definition contained in this request, FairPoint currently offers two *Tariff Discount Plans*. Section 25 of FairPoint's FCC tariff No. 1 provides the terms and conditions for the initial commitment levels of the Commitment Discount Plan and the National Discount Plan. For your convenience, excerpts from section 25 of FCC tariff No. 1 are attached.

11. *Terms and Conditions.* For each *LSA*, state the number of *DS1s*, and separately, the number of *DS3s*, that are purchased under a *Tariff Discount Plan* that has a five-year or longer time commitment.

Response: FairPoint does not have any LSA in its operating territory.

D. All Purchasers. We request that members of the public that are purchasers of *DS1*, *DS3*, or *PSDS* services respond to the following questions.

1. *Prices.* For *DS1s* and *DS3s* sold as unbundled network elements (*UNEs*)⁶ and as non-*UNEs*, as well as all *PSDS*, submit the following information by rate element by circuit billed in each *LSA* for each month from January 1, 2008 through December 31, 2010. An optional template is available at <http://www.fcc.gov/wcb/ppd/pn2template.xls> for your response. Data elements and instructions for that template are identified in Table III.D.1 of Attachment D.

- a. The closing date of the monthly billing cycle in dd/mm/yyyy format;
- b. The four-digit operating company number (OCN) of the vendor from Telcordia's Local Exchange Routing Guide;

⁶ See *supra*, note 12.

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- or phase II pricing flexibility⁷);
- p. The density pricing zone for the rate element;⁸
 - q. The serving wire center / mileage rating point associated with this rate element;
 - r. The number of units billed for this rate element;
 - s. The dollar amount of non-recurring charges billed for the first unit of this rate element;
 - t. The dollar amount of non-recurring charges billed for additional units of this rate element (if different from the amount billed for the initial unit);
 - u. The monthly recurring dollar charge for the first unit of the rate element billed;
 - v. The monthly recurring dollar charge for additional units (if different from the amount billed for the initial unit);
 - w. The total monthly dollar amount billed for the rate element;
 - x. The adjustment identifier linking this rate element to the unique out-of-cycle billing adjustment in Question III.D.2 (below);
 - y. Length of time (term) commitment associated with this circuit in months;
 - z. Indicate whether this rate element is associated with a circuit that contributes to a volume commitment;
 - aa. Indicate whether this rate element is associated with a circuit that contributes to a revenue commitment in a *Tariff Discount Plan*;
 - ab. Indicate whether this rate element was purchased out of a *Contract-Based Tariff*; and
 - ac. Indicate whether this rate element is part of a circuit that is in use.

Response: FairPoint does not have any LSA in its operating territory.

2. *Prices.* For each adjustment or true-up (including credits for meeting or penalties for not meeting contractual obligations) to billed DS1 or DS3 rate elements purchased in each *LSA*, provide the following information below. An optional template is available at <http://www.fcc.gov/wcb/ppd/pn2template.xls> for your response. Data elements and instructions for that template are identified in Table III.D.2 of Attachment D.

- a. A unique id number for the adjustment or true-up (see Question III.D.1.x above);
- b. The beginning date of the time period covered by the adjustment or true-up;
- c. The ending date of the time period covered by the adjustment or true-up;
- d. The dollar amount of the adjustment or true-up. Any increase in the amount owed to the vendor (e.g., penalty) should be a positive number while any decrease in the amount owed to the vendor (e.g., discount or rebate) should be a negative number.

Response: FairPoint does not have any LSA in its operating territory.

3. *Circuits Purchased.* State how many *DS1* and/or *DS3* circuits your firm has purchased from ILECs, if applicable, in accordance with the categories below. An optional template is available at <http://www.fcc.gov/wcb/ppd/pn2template.xls> for your response. Data elements and instructions for that template are identified in Table III.D.3 of Attachment D.

⁷ Phase I and phase II pricing flexibility, for purposes of this question, is not restricted to channel terminations to end users, and refers to those *MSAs* in which either phase of pricing flexibility has been granted pursuant to 47 C.F.R. 69.701 et seq. of the Commission's rules.

⁸ See 47 C.F.R. § 69.123 (density pricing zones for special access and switched transport).

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- iii. Of the total for *DS1s* and separately, of the total for *DS3s*, state the number of circuits that were purchased at a discount from the *One Month Term Only Rate* of:
 - a. Less than 10%;
 - b. Greater than or equal to 10%, but less than 20%;
 - c. Greater than or equal to 20%, but less than 30%;
 - d. Greater than or equal to 30%, but less than 40%;
 - e. Greater than or equal to 40%, but less than 50%; and
 - f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.D.3.g.

- j. The number of *DS1* and/or *DS3* circuits purchased through *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*:
 - i. In total;
 - ii. The totals, separately for *DS1s* and *DS3s*; and
 - iii. Of the total for *DS1s* and separately, of the total for *DS3s*, state the number of circuits that were purchased at a discount from the *One Month Term Only Rate* of:
 - a. Less than 10%;
 - b. Greater than or equal to 10%, but less than 20%;
 - c. Greater than or equal to 20%, but less than 30%;
 - d. Greater than or equal to 30%, but less than 40%;
 - e. Greater than or equal to 40%, but less than 50%; and
 - f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.D.3.g.

- k. Provide the following information, on a national basis, for the number of *PSDS* circuits purchased:
 - i. Total number of *PSDS* circuits purchased;
 - ii. Total number of *PSDS* circuits purchased, by the following bandwidth speed categories below:
 - a. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling);
 - b. Greater than 51.84 Mbps and less than 1 Gbps of delivered bandwidth (inclusive of signaling);
 - c. Greater or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

Response: Please see EXCEL pn2template file tab labeled "III. D. 3 Template" attached for responses. For clarification, the circuits reported represent the number of circuits purchased not the number of circuits billed through 2010.

4. *Expenditures.* If applicable, submit responses to the information requested below on expenditures on ILEC *DS1* and/or *DS3* services, on a national basis. An optional template is available at <http://www.fcc.gov/wcb/ppd/pn2template.xls> for your response. Data elements and instructions for that template are identified in Table III.D.4 of Attachment D.

- a. Provide your firm's total expenditures, e.g., dollar volume of purchases, on intrastate and interstate *DS1* and *DS3* services, separately for *DS1s* and *DS3s*;
- b. Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1s* and *DS3s* at *One*

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- e. Greater than or equal to 40%, but less than 50%; and
- f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

- j. Provide your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* services under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*:
 - i. In total;
 - ii. If available, separately for *DS1s* and *DS3s*
 - iii. Of the total (and for the separate *DS1* and *DS3* totals if available), expenditures that incorporated a discount from the *One Month Term Only Rate* of:
 - a. Less than 10%;
 - b. Greater than or equal to 10%, but less than 20%;
 - c. Greater than or equal to 20%, but less than 30%;
 - d. Greater than or equal to 30%, but less than 40%;
 - e. Greater than or equal to 40%, but less than 50%; and
 - f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

- k. Provide your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* circuits under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*:
 - i. In total;
 - ii. If available, separately for *DS1s* and *DS3s*;
 - iii. Of the total (and for the separate *DS1* and *DS3* totals if available), expenditures that incorporated a discount from the *One Month Term Only Rate* of:
 - a. Less than 10%;
 - b. Greater than or equal to 10%, but less than 20%;
 - c. Greater than or equal to 20%, but less than 30%;
 - d. Greater than or equal to 30%, but less than 40%;
 - e. Greater than or equal to 40%, but less than 50%; and
 - f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

- l. Provide the following information on a national basis for expenditures on *PSDS*.
 - i. Total expenditures on *PSDS*;
 - ii. Total expenditures in all *PSDS*, by the following bandwidth speed categories:
 - a. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling);
 - b. Greater than 51.84 Mbps and less than 1 Gbps of delivered bandwidth (inclusive of signaling); and
 - c. Greater or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

Response: Please see EXCEL pn2template file tab labeled "III. D. 4. Template" attached for responses. Please note the data provided is unadjusted billing.

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changed? Other than provisions in *Tariffs* or *Contract-Based Tariffs* addressing a customer's ability to *Change Service Providers*, did the vendor impose any constraints on how many circuits could be changed per day, per week, per month? Within what geographic region were those constraints applicable? Were all changes subject to the same constraints? If not, explain. How were these logistical constraints for changes communicated to your company? How did you overcome the logistical constraints if you were able to do so?

Response: FairPoint has not made any attempts to change Service Providers.

8. *Terms and Conditions.* Explain how, if at all, sales for *DS1* and *DS3* services in markets subject to *Phase I* or *Phase II Pricing Flexibility* may be effectively conditioned on sales in price cap markets, or vice versa. Provide in your explanation at least one specific example which, at a minimum, states: (a) the geographic area(s) impacted (e.g., *MSA* or *Non-MSA*); (b) the provider potentially conditioning sales between areas; (c) the special access service(s) at issue; (d) a description of the conditional requirement(s); and (e) if applicable, the number and section of the *Tariff(s)* or *Contract-Based Tariff(s)* at issue.

Response: Since acquisition in 2008, FairPoint has not purchased any circuits conditioned on sales of *DS1* or *DS3*'s.

9. *Terms and Conditions.* In *LSAs* in which you ceased buying *DS1* and/or *DS3* services from one vendor and, instead, purchased comparable *DS1* and/or *DS3* services from a competing provider, state the number of times within the past 5 years you have done so, the name(s) of the provider(s) from whom you switched, the name(s) of the competing provider(s) to whom you switched, and the percentage of *DS1* and/or *DS3* circuits within the *LSA* that you switched to the competing provider. Within the same 5-year period, state the number of times your procurement division considered switching from its provider of *DS1* and/or *DS3* services to a competing provider, but decided not to do so, and explain why if those reasons are related to terms and conditions.

Response: FairPoint does not have any *LSA* in its operating territory.

10. *Terms and Conditions.* Explain the circumstances under which you have paid *One Month Term Only Rates* for *DS1* and/or *DS3* services and the impact, if any, it had on your business. If you have never paid *One Month Term Only Rates* for *DS1* and/or *DS3* services, explain what impact, if any, paying such rates would likely have on your business.

Response: FairPoint may purchase *One Month Term Only Rates* for *DS1* and/or *DS3* circuits to avoid early termination fees and/or penalties assessed for failing to maintain a circuit for a term discount or failure to meet service commitment level.

11. *Terms and Conditions.* By *LSA*, provide the following information about each *Contract-Based Tariff* through which you buy *DS1* and *DS3* services:

- a. A description of the contingency (or contingencies) on which the *Contract-Based Tariff*'s discount, if any, is based (that is, requirements for a commitment of term, volume, revenue, combination, or other);
- b. A description of whether the customer's *DS1* and/or *DS3* purchases in areas not subject to either *Phase I* or *Phase II Pricing Flexibility* count towards any discount contingencies in the *Contract-Based Tariff*, and if so identify which of the *non-Phase I/Phase II Pricing Flexibility* areas (e.g. *MSAs* or *Non-MSAs*) count and their associated *Tariff* and section numbers;
- c. A description of whether the customer's *DS1* and/or *DS3* purchases in the *Contract-Based*

Attachment for Response to Question III. A. 1. (b)



Standard Intervals for Special Access
FairPoint

SERVICE REQUEST FOR	DUE DATE INTERVAL
<p>All intervals are business days and are calculated from a full business day after FairPoint receives an accurate and complete Access Service Request (ASR) from the customer prior to the cutoff time. Unless otherwise noted, cutoff time for receipt of an accurate and complete ASR is 11:59 PM ET when the Special Access service is ordered out of FairPoint's FCC Tariff No. 1.</p>	
<p>Negotiated intervals apply in the following circumstances: (1) all service requests for quantities to which the standard interval does not apply, as specified below; (2) when a customer requests special handling, e.g., expedite; or (3) where suitable facilities are not available, subject to FairPoint's FCC Tariffs. The interval will be determined by internal FairPoint groups.</p>	
Voice Grade	
1-24 Circuits	9 days if facilities are currently available (includes check for availability of facilities)
25+ Circuits	Negotiated
Facilities not currently available	Negotiated
Digital Data Service	
1-24 Circuits	9 days if facilities are currently available (includes check for availability of facilities)
25+ Circuits	Negotiated
Facilities not currently available	Negotiated
DS1 Service¹	
1-9 Circuits	9 days if facilities are currently available (includes check for availability of facilities)
10+ Circuits	Negotiated
Facilities not currently available	Negotiated
DS3 Service¹	
1-4 Circuits	12 days if facilities are currently available (includes check for availability of facilities)
5+ Circuits	Negotiated
Facilities not currently available	Negotiated
IntelliBeam Broadband Transport (IBT) Service	
One (1) point-to-point non-multiplexed OC3, OC3c, STM 1, OC12, OC12c, OC48, or OC48c	18 days if facilities are currently available (includes check for availability of facilities)
Two (2) or more IBT circuits point-to-point non-multiplexed OC3, OC3c, STM1, OC12, OC12c, OC48, or OC48c between the same two locations.	Negotiated
Any IBT OC3, OC12, or OC48 point to point (with multiplexing)	Negotiated
OC192 or OC192c IBT circuit (one or more)	Negotiated
Facilities not currently available	Negotiated

SERVICE REQUEST FOR	DUE DATE INTERVAL
SONET or Optical Services (other than IBT)	
For example, IDSR/IEF/IOTS/FairPoint Optical Networking	Negotiated



Standard Intervals for Special Access

NOTES

General Notes:

The intervals set forth above represent the minimum period between receipt by FairPoint of an accurate and complete ASR from customer and provisioning of the Special Access service by FairPoint. If customer requests a service date that is earlier than the standard interval for the service set forth above, then customer shall be responsible for any charges or fees (including any Special Handling charges or expedite fees) assessed by FairPoint in accordance with the Tariffs. These intervals are FairPoint's guidelines that FairPoint will attempt to meet on a consistent basis; however, FairPoint makes no guaranty or warranty that the service will be provisioned in accordance with these intervals.

All Special Access intervals set forth above do not include any time period where customer's service request is not received by FairPoint via a FairPoint-authorized and mechanized ASR format (e.g., Carrier Services Gateway or Network Data Management). Facsimile and email transmissions of ASRs are not eligible to receive the standard interval.

The number of circuits listed above for each service is the number of such circuits as ordered by the customer on each ASR. Multiple ASRs for the same service which are submitted close in time will be subject to a negotiated interval.

FairPoint is comprised of the operating territories of the FairPoint ILECs as set forth in FairPoint's FCC Tariff Nos. 1 and 11

Service Specific Notes:

1. For FairPoint Locations: For wireless cell site locations, the standard interval for Special Access DS1s and DS3s applies if all of the following conditions are met: (1) FairPoint currently provides Special Access services to such cell site location; (2) the ordering customer previously has ordered Special Access services from FairPoint at such site; and (3) FairPoint has suitable facilities to provision the requested Special Access services. If all of the above conditions are not met, then the negotiated interval applies.
2. When 14 or fewer Voice Grade and/or DS1 special access services are ordered in conjunction with any switched access services from FairPoint, the standard interval for any special access services included in such order is 10 days. If more than 14 Voice Grade or special access services are ordered, the interval is negotiated.

Attachment for Response to Question III. B. 10.

ACCESS SERVICE

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

- (1) The CDP requires that a Minimum Commitment of channel terminations be established for the purpose of administering the plan. The total number of channel terminations shall be calculated using all such in-service channel terminations which the Telephone Company provides to the CDP Customer in all of its operating territories under this tariff. The Minimum Commitment shall be expressed as the equivalent number of DS0s for the Standard Channel Termination rate elements of all services involved.
- (2) 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
STS3 level	2,016
STS1 level	672
DS3 level	672
DS1 level	24
Fractional DS1	
768 kbps	12
512 kbps	8
384 kbps	6
256 kbps	4
128 kbps	2
DS0	1
DDS II	1

- (3) When the calculation of the minimum commitment of DS0s results in a fraction of a DS0, always round up to the next whole DS0.
- (4) The customer will not be eligible to participate in the CDP if the combined number of equivalent DS0s for all service types specified in Section 25.1.1 preceding at the time of subscription is less than 336.
- (5) The CDP Customer agrees to an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS II channel terminations which are in-service at the time of subscription to CDP. For all other services, the CDP Customer agrees to an initial Minimum Commitment of at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types which are in-service at the time of subscription to CDP.

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

- (6) CDP 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 Access and Special Access DS3 channel terminations may be combined into a single commitment level. FMS Standard Channel Terminations are not included in the CDP. Each service that is part of a combined service plan may have different commitment periods and rates for each service. If the CDP Customer chooses to combine IEF terminations with Switched Access and Special Access DS3 Channel Terminations, the CDP Customer must combine its Switched Access and Special Access DS3 Channel Terminations into a combined plan. When Special Access DS1 Services or Special Access DS3 Services that are under a combined service type are subsequently included in NDP, the combined commitment level will be reduced under Section 25.1.10(E)(2)(a) following.
- (7) If the CDP Customer fails to maintain its Minimum Commitment for DDS II, the CDP Customer may opt to reduce its existing commitment level for DDS II by fifteen percent (15%). The CDP Customer may only exercise this option one (1) time each year. The CDP Customer must notify the Telephone Company of its desire to reduce the existing commitment level within thirty (30) days of receiving the results of the true-up process provided by the Telephone Company in accordance with Section 25.1.7 following.
- (8) The CDP Customer may increase the Minimum Commitment coincident with the results of the six months true-up process as set forth in Section 25.1.7 following with the increased commitment applying for the balance of the commitment period or until such time as a subsequent adjustment is requested or required under the terms of this Section 25.1.

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25. Discount Plans (Cont'd)25.2 National Discount Plan (Cont'd)25.2.4 Commitment Levels and Discount Tiers(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, and the percentage of each Qualifying Service that must be included in the NDP (i.e., 100% or 75%, as applicable), as set forth in Section 25.2.3(B) preceding, the Telephone Company will calculate the Equivalent DS1 CTs and Equivalent DS1 CMs.

- (1) The Equivalent DS1 CTs shall be calculated as follows:
- (Step 1) Determine the actual quantity of Channel Terminations for each Qualifying Service across this tariff.
 - (Step 2) Multiply the actual quantity of Channel Terminations for such Qualifying Service by either (a) 100% if the Qualifying Service is Special Access DS1 Service, Special Access DS3 Services, or an IEF Service; or (b) 75% if the Qualifying Service is an FMS 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 DS1 CTs.

<u>Qualifying Service</u>	<u>DS1 CT Multiplier</u>
STS1 level	28
DS3 level	28
DS1 level	1
FMS level	1/24th

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25. Discount Plans (Cont'd)

25.2 National Discount Plan (Cont'd)

25.2.4 Commitment Levels and Discount Tiers (Cont'd)

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

- (2) The Equivalent DS1 CMs shall be calculated as follows:
- (Step 1) Determine the actual quantity of Channel Mileage for each Qualifying Service across this tariff.
 - (Step 2) Multiply the actual quantity of Channel Mileage for such Qualifying Service by either (a) 100% if the Qualifying Service is a Special Access DS1 Service or a Special Access DS3 Services; or (b) 75% if the Qualifying Service is an FMS Service.
 - (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 DS1 CMs.

<u>Qualifying Service</u>	<u>DS1 CM Multiplier</u>
STS1 level	N/A
DS3 level	28
DS1 level	1
FMS level	1/24th

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25. Discount Plans (Cont'd)25.2 National Discount Plan (Cont'd)25.2.4 Commitment Levels and Discount Tiers (Cont'd)(A) Calculation of Equivalent DS1 CTs and Equivalent DS1 CMs (Cont'd)

(2) (Cont'd)

As an example of the above, assume that NDP Customer has Channel Terminations in the following quantities:

- 200 IEF STS1 Channel Terminations
- 800 DS3 Channel Terminations
- 3,000 DS1 Channel Terminations
- 481 FMS Channel Terminations (this number represents 75% of the total quantity of FMS Channel Terminations in accordance with Section 25.2.3(A) preceding)

The Equivalent DS1 CTs would be determined as follows:

Channel Termination		DS1 CT Multiplier	=	Equivalent DS1 CTs
200 IEF STS1s	X	28	=	5,600
800 DS3 CTs	X	28	=	22,400
3000 DS1 CTs	X	1	=	3,000
481 FMS CTs	X	1/24	=	20.04
Total Equivalent DS1 CTs				= 31,020.04

Further assume that NDP Customer has Channel Mileage in the following quantities:

- 5,000 DS3 Channel Miles
- 75,000 DS1 Channel Miles
- 3,004 FMS Channel Miles (this number represents 75% of the total quantity of FMS Channel Mileage in accordance with Section 25.2.3(A) preceding)

The Equivalent DS1 CMs would be determined as follows:

Channel Mileage		DS1 CM Multiplier	=	Equivalent DS1 CMs
5,000 DS3 CMs	X	28	=	140,000
75,000 DS1 CMs	X	1	=	75,000
3,004 FMS CMs	X	1/24	=	125.17
Total Equivalent DS1 CMs				= 215,125.17

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

- (1) The Equivalent DS1 CTs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

<u>Equivalent DS1 CTs</u>	<u>Discount Tier</u>
0 - 30,000	A
30,001 - 60,000	B
60,001 - 120,000	C
120,001 - 195,000	D
195,001 - 275,000	E
275,001 - 350,000	F
350,001 - 420,000	G
420,001 - 485,000	H
485,001 - 550,000	I
550,001 -	J

The Discount Tier determines the discount percentage (as set forth in Section 25.2.5(B) following) to be applied to the Channel Termination and multiplexer Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.2.7 following.

- (2) The Equivalent DS1 CMs calculated in (A) preceding determine the Discount Tier into which the NDP Customer falls pursuant to the table below:

<u>Equivalent DS1 CMs</u>	<u>Discount Tier</u>
0 - 125,000	A
125,001 - 250,000	B
250,001 - 500,000	C
500,001 - 950,000	D
950,001 - 1,550,000	E
1,550,001 - 2,150,000	F
2,150,001 - 2,850,000	G
2,850,001 - 3,450,000	H
3,450,001 - 3,850,000	I
3,850,001 or more	J

The Discount Tier determines the discount percentage (as set forth in Section 25.2.5(B) following) to be applied to the Channel Mileage Discounted Rate Elements. The Discount Tier determined at the NDP Start Date will remain in effect for each Plan Year of the NDP, unless otherwise adjusted at the Annual True-Up in accordance with Section 25.2.7 following.

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

(C) As of the Subscription Date, and at the beginning of any Renewal Term (unless the NDP Customer chooses the Renewal Benefit Option as described in Section 25.2.14(C) following), the NDP Customer must specify a Commitment Matrix by selecting from one of the following two (2) Commitment Matrix options. The NDP Customer's selection of the Commitment Matrix option shall apply to both the CT Commitment Level and to the CM Commitment Level. The NDP Customer may not select a different Commitment Matrix for the CT Commitment Level and a different Commitment Matrix for the CM Commitment Level.

- (i) Premier Commitment Matrix, as described in Section (C)(1) following; and
- (ii) Standard Commitment Matrix, as described in Section (C)(2) following.

The NDP Customer's choice of the Commitment Matrix determines (a) the number of Equivalent DS1 CMs and/or Equivalent DS1 CTs (as calculated in Section 25.2.4(A) preceding) that the NDP Customer must commit to the NDP; and (b) the discount on Discounted Rate Elements provided under the NDP.

- (1) If Premier Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.2.4(A) preceding) by 90%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.2.4(A) preceding) by 90%. If the NDP Customer chooses the Premier Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.2.5(B)(2) following.
- (2) If Standard Commitment Matrix is selected by the NDP Customer, the Telephone Company will establish the CT Commitment Level by multiplying the total number of Equivalent DS1 CTs (as calculated in accordance with Section 25.2.4(A) preceding) by 85%, and the CM Commitment Level by multiplying the total number of Equivalent DS1 CMs (as calculated in accordance with Section 25.2.4(A) preceding) by 85%. If the NDP Customer chooses the Standard Commitment Matrix, the NDP Customer shall receive the applicable discounts set forth in the table in Section 25.2.5(B)(1) following.

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

(C) (Cont'd)

(3) Where the calculation in (1) or (2) preceding results in a fraction of an Equivalent DS1 CT or a fraction of an Equivalent DS1 CM, standard rounding practices shall apply. For example, if there are 9,999.4 Equivalent DS1 CTs, the Telephone Company will round down to 9,999 whole Equivalent DS1 CTs. Similarly, if there are 9,999.5 Equivalent DS1 CTs, the Telephone Company will round up to 10,000 whole Channel Terminations.

(4) As an example, assume that at the time of subscription to the NDP, the NDP Customer had 31,020.04 Equivalent DS1 CTs, and 215,125.17 Equivalent DS1 CMs. In this case, the NDP Customer would fall into Discount Tier B for Channel Terminations and Discount Tier B for Channel Mileage. Assume further that the NDP Customer chose the Standard Commitment Matrix. Using the table in Section 25.2.5(B)(1) following, in Plan Year 1, the NDP Customer would receive a discount of 33% (i.e., Discount Tier B) on its Special Access DS1 Channel Terminations, and 31% (i.e., Discount Tier B) on its Special Access DS3 Channel Mileage. The Telephone Company would also establish a Commitment Level for Channel Terminations at 26,367 (i.e., 85% multiplied by 31,020.04, with the result rounded down), and a Commitment Level for Channel Mileage at 182,856 (i.e., 85% multiplied by 215,125.17, with the result rounded down).

(5) Changes to the Commitment Matrix

(a) Changes during an Initial Term or a Renewal Term, as applicable.

If the NDP Customer has selected the Premier Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may not change such Commitment Matrix during the Initial Term, or during a Renewal Term, as applicable. If the NDP Customer has selected the Standard Commitment Matrix at the beginning of the Initial Term or the Renewal Term, as applicable, the NDP Customer may, at its option, change its Commitment Matrix selection to Premier Commitment Matrix at an Annual True-Up as set forth in Section 25.2.7(G) following.

(b) Changes at the end of an Initial Term or a Renewal Term, as applicable.

At the end of the Initial Term or any Renewal Term, as applicable, an NDP Customer that renews its NDP is permitted to pick a different Commitment Matrix for the Renewal Term, so long as such NDP Customer does not also concurrently select the Renewal Benefit Option as set forth in Section 25.2.14(C) following.

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

- (D) Although FMS Services and IEF Services are used in determining the DS1 Equivalent CTs, and FMS Services are used in determining the DS1 Equivalent CMs, rate elements for FMS Services and IEF Services are not Discounted Rate Elements (i.e., rate elements for such services are not discounted under NDP).
- (E) The initial Commitment Level(s) established as of the NDP Start Date, or upon renewal of the NDP, as applicable, will not change during the Term of the NDP, unless one of the following is in effect:
- (1) If the NDP Customer's count of Equivalent DS1 CTs and/or count of Equivalent DS1 CMs exceeds one hundred sixty percent (160%) of the applicable Commitment Level in effect for the then applicable Annual True-Up Period, as described in Section 25.2.7 following, in which case, the Commitment Level(s) will be adjusted in accordance with Section 25.2.7(B)(2)(b) following; or
 - (2) The NDP Customer is permitted to change its Commitment Matrix as set forth in Section 25.2.4(C)(5) preceding; or
 - (3) The NDP Customer elects to exercise the Commitment Buy-Up Bonus Option as described in Section 25.2.7(E) following; or
 - (4) If the NDP Customer adds or removes an ACNA, then Commitment Levels will be adjusted in accordance with Section 25.2.11 following or Section 25.2.12 following, respectively.

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