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January 6, 2012

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

Re: **Competition Data Requested in *Special Access* NPRM; WC Dkt. No. 05-25; RM-10593**

Dear Ms. Dortch:

On December 5, 2011, Frontier provided the Commission a response to the Special Access Data request in this docket.[1] Frontier provided both a confidential and redacted version of its filing. At the request of staff, Frontier has revisited its redacted filing and refined the data that it considers confidential and therefore was redacted. Frontier hereby submits this revised redacted filing for the record.

Please feel free to contact me with any questions.

Sincerely,

Michael D. Saperstein, Jr.
Director of Federal Regulatory Affairs
Frontier Communications
(203) 614-4702

Cc: Andrew Mulitz

[1] Competition Data Requested in *Special Access* NPRM, *Public Notice*, WC Dt. No. 05-25; RM-10593, DA 11-1576 (rel. Sept. 19, 2011).

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December 5, 2011

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

Re: **Competition Data Requested in *Special Access* NPRM; WC Dkt. No. 05-25; RM-10593**

Dear Ms. Dortch:

Frontier Communications ("Frontier") hereby provides the following narrative to better describe its responses to the Federal Communications Commission's Special Access Data request.[2]

As the Commission is aware, Frontier completed its acquisition of 4.8 million access lines from Verizon on July 1, 2010; Frontier began servicing the special access customers in those areas at the same time. **[BEGIN REDACTED]**

[END REDACTED]

Frontier provides partial responses to the following questions:

- III.B.2: partial data. Some cells have been populated with N/A; these cells requested total company information that was not needed for the TRP and is not readily available.
- III.B.4: partial narrative based upon a representative national basis, not LSA-specific.
- III.B.5: partial narrative based upon a representative national basis, not LSA-specific.
- III.B.6: partial narrative based upon a representative national basis, not LSA-specific.
- III.B.7: partial narrative based upon a representative national basis, not LSA-specific.

[2] Competition Data Requested in *Special Access* NPRM, *Public Notice*, WC Dt. No. 05-25; RM-10593, DA 11-1576 (rel. Sept. 19, 2011).

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- III.B.10: partial narrative

Please feel free to contact me with any further questions.

Sincerely,

Michael Saperstein Jr

Michael D. Saperstein, Jr.
Director of Federal Regulatory Affairs
Frontier Communications
(203) 614-4702

Cc: Andrew Mulitz

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Response for Question: III. B. 4:

The Tariff Discount Plans that might be available in the LSAs, to the extent Frontier does business in those LSAs, are:

DS1 Term Volume Plan ("TVP") and Eight and Ten Year TVP ("ETTVP")
Frontier Telephone Companies Tariff FCC No. 5, Sections 5.6.14 and 5.7.18

DS3 Term Volume Plan ("TVP")
Frontier Telephone Companies Tariff FCC No. 5, Sections 5.6.19 and 5.7.22

DS1 Term Payment Plan ("TPP")
Frontier Telephone Companies Tariff FCC No. 6, Sections 7.2.1(G) and 7.11.5

National Discount Plan ("NDP")
Frontier Telephone Companies Tariff FCC No. 4, Section 25.3
Frontier Telephone Companies Tariff FCC No. 5, Section 23
Frontier Telephone Companies Tariff FCC No. 6, Section 22

[BEGIN REDACTED]

[END REDACTED]

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Response Part 1 for Question: III. B. 5:

DS1 Term Volume Plan ("TVP") and Eight and Ten Year TVP ("ETTVP")
Frontier Telephone Companies Tariff FCC No. 5, Sections 5.6.14 and 5.7.18

a. The customer may not concurrently subscribe its DS1 SALs to the National Discount Plan. The customer may concurrently subscribe to the DS3 TVP.

b. The customer may not concurrently subscribe its DS1 SALs to the National Discount Plan. The customer may concurrently subscribe to the DS3 TVP.

c.1. Duration: The DS1 TVP and ETTVP plans offer terms of 1, 2, 3, 5, 8, or 10 years.

c.2. Contingencies for discount: The customer commits to maintaining a committed volume of DS1 Special Access Lines (SALs) as defined in Frontier Telephone Companies Tariff FCC No. 5. The commitment is to maintain this quantity throughout the life of the TVP or ETTVP, without regard to how long any individual circuit remains in place. This commitment may be for a single state, for all states in which Frontier Tariff FCC No. 5 is effective, or for a group of states selected by the customer.

c.3. Business Rationale: **[BEGIN REDACTED]**

[END REDACTED]

c.4. The DS1 TVP and ETTVP have annual reviews.

For the DS1 TVP: If the in-service DS1 SAL quantity falls below the commitment quantity less and allowance of 3%, the customer is charged a shortfall penalty. If the in-service DS1 SAL quantity has increased beyond the range of the initial commitment, the customer may choose to either increase the commitment level for the remainder of the TVP or convert the increased number of DS1 SALs to a monthly plan or a second TVP.

For the DS1 ETTVP: If the in-service DS1 SAL quantity falls below the commitment level, the customer is charged a shortfall penalty. During the annual review, the commitment level is reset to 90% of the existing in-service DS1 SALs, but cannot fall below the initial commitment quantity at the time of enrollment.

d. Penalties.

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For the DS1 TVP: In the event of a shortfall at the annual review, the shortfall penalty is computed as the number of SALs less than 97% of the commitment quantity, times the lowest TVP rate for the current threshold in the states where service is located, times 4 months.

For the DS1 ETTVP: In the event of the shortfall at the annual review, the shortfall penalty is computed as the number of SALs less than the commitment quantity, times the average ETTVP MRC per circuit, times 6 months.

e. Increases in commitment level: When the customer increases the commitment level, rates for the increased level are applied to SALs in the TVP/ETTVP. Rates are lower for higher commitment levels. **[BEGIN REDACTED]**

[END REDACTED]

f. Penalties for terminating the plan prior to its full term: If the currently effective rate for the customer's service increases during the term, the customer has the option to terminate the DS1 TVP or DS1 ETTVP without penalty. If this does not apply, a customer canceling a plan entirely prior to the end of the commitment period is assessed a penalty based on length of the plan and when it is canceled. For terminating a DS1 TVP, the penalty is 50% of any remaining portion of the first year's recurring charges, plus a smaller percentage of the recurring charges for timer beyond the first year--5% for a 2 year plan, 10%, for a three year plan, or 15% for a five year plan. For terminating a DS1 ETTVP, the penalty is 100% of any remaining portion of the first year's recurring charges, plus 25% of the remaining recurring charges for time beyond the first year.

g. Changing Service Providers: There are no specific provisions addressing change of service providers. If a customer removes a circuit, Frontier would not necessarily know whether the customer totally discontinued service to that location or obtained service from another provider.

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Response Part 2 for Question: III. B. 5:

DS3 Term Volume Plan ("TVP")
Frontier Telephone Companies Tariff FCC No. 5, Sections 5.6.19 and 5.7.22

a. The customer may not concurrently subscribe its DS3 services to the National Discount Plan. The customer may concurrently subscribe to the DS1 TVP or DS1 ETTVP.

b. The customer may not concurrently subscribe its DS3 services to the National Discount Plan. The customer may concurrently subscribe to the DS1 TVP or DS1 ETTVP.

c.1. Duration: The DS3 TVP offers terms of 3, 5, or 7 years.

c.2. Contingencies for discount: The customer commits to maintaining a committed volume of DS3 Special Access Lines (SALs) as defined in Frontier Telephone Companies Tariff FCC No. 5. The commitment is to maintain this quantity throughout the life of the TVP, without regard to how long any individual circuit remains in place. Only Protected Individual DS3s are eligible for DS3 TVP rates.

c.3. Business Rationale: **[BEGIN REDACTED]**

[END REDACTED]

c.4. The DS3 TVP has annual reviews.

If the in-service DS3 SAL quantity falls below the commitment quantity less and allowance of 3%, the customer is charged a shortfall penalty. If the in-service DS1 SAL quantity has increased to more than 30% above the Commitment Quantity range, the Commitment Quantity is reset to a level equal to the existing DS3 Commitment Quantity plus 50% of the SALs in excess of the existing Commitment Quantity. The reset Commitment applies for the remainder of the Term Commitment, unless adjusted in a subsequent annual review. Within 30 days after the annual review, the customer has the option to buy down its commitment quantity.

d. Penalties: In the event of a shortfall at the annual review, the shortfall penalty is computed as the number of SALs less than the commitment quantity, times the TVP rate for the predominant service type purchased by the customer, times 12 months.

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e. Increases in commitment level: The customer may increase the DS3 Commitment Quantity at any time. When the customer increases the commitment level, rates for the increased level are applied to SALs in the TVP. Rates are lower for higher commitment levels. **[BEGIN REDACTED]**

[END REDACTED]

f. Penalties for terminating the plan prior to its full term: If the currently effective rate for the customer's service increases by 8% or more during the term, the customer has the option to terminate the DS3 TVP without penalty. A customer may cancel its DS3 TVP without penalty in order to subscribe its DS3 services to the National Discount Plan (NDP). If neither of these situations apply, a customer canceling a plan entirely prior to the end of the commitment period is assessed a penalty based on length of the plan and when it is canceled. The penalty is 100% of any remaining portion of the first year's recurring charges, plus 15% of the remaining recurring charges for time beyond the first year. The penalty may be reduced by a Time In Service Credit (TISC) if the customer requested such an arrangement when converting existing DS3 services to a DS3 TVP, or when extending an existing DS3 TVP to a longer period.

g. Changing Service Providers: There are no specific provisions addressing change of service providers. If a customer removes a circuit, Frontier would not necessarily know whether the customer totally discontinued service to that location or obtained service from another provider.

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Response Part 3 for Question: III. B. 5:

DS1 Term Payment Plan ("TPP")
Frontier Telephone Companies Tariff FCC No. 6, Sections 7.2.1(G) and 7.11.5

a. The customer may not concurrently subscribe to Special Access DS1 service in the National Discount Plan.

b. The customer may not concurrently subscribe to Special Access DS1 service in the National Discount Plan.

c.1. Duration: The DS1 TPP offers terms of 1, 2, 3, 4, or 5 years.

c.2. Contingencies for discount: The customer commits to maintaining a committed minimum number of circuit terms in customer-selected states. The commitment is to maintain this quantity throughout the life of the TPP, subject to an allowance of minus 2% to plus 5%. This commitment may be for a single state, for all states in which Frontier Tariff FCC No. 6 is effective, or for a group of states selected by the customer.

c.3. Business Rationale: **[BEGIN REDACTED]**

[END REDACTED]

c.4. The DS1 TPP has annual reviews.

If the number of DS1 circuit terminations has increased to more than 5% above the commitment level, the customer has the option of increasing the commitment level for the remainder of the plan. If the customer does not increase the commitment level, the excess DS1 circuit terminations are converted to a standard payment plan. If the number of DS1 circuit terminations has decreased to more than 2% below the commitment level, the customer is charged a penalty.

d. Penalties: If the number of DS1 circuit terminations at the annual has decreased to more than 2% below the commitment level, the customer is charged a penalty for the shortfall of the full MRC for the first 4 months plus 10% of the MRC for the remaining number of months.

e. Increases in commitment level: If the customer increases the commitment level, the TPP rates are applied to the increased number of circuits. A customer may decrease the commitment level within 30 days after an annual review and pay the applicable penalties for the number of circuit terminations being decreased.

f. Penalties for terminating the plan prior to its full term: Terminating the plan would incur penalties for failure to meet commitment level, using zero for the actual number of circuit terminations.

g. Changing Service Providers: There are no specific provisions addressing change of service providers. If a customer removes a circuit, Frontier would not necessarily know whether the customer totally discontinued service to that location or obtained service from another provider.

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Response Part 4 for Question: III. B. 5:

National Discount Plan ("NDP")
Frontier Telephone Companies Tariff FCC No. 4, Section 25.3
Frontier Telephone Companies Tariff FCC No. 5, Section 23
Frontier Telephone Companies Tariff FCC No. 6, Section 22

a. The customer may not concurrently subscribe the same services to the National Discount Plan (NDP) and any other tariff discount plan. The customer may subscribe services not included in its NDP to other tariff discount plans.

b. The customer may not concurrently subscribe the same services to the National Discount Plan and any other tariff discount plan. The customer may subscribe services not included in its NDP to other tariff discount plans.

c.1. Duration: The DS1 NDP has a term of 5 years.

c.2. Contingencies for discount: The customer selects a Commitment Matrix of Premier, Standard, or Deluxe. This determines the commitment level as a percentage of Equivalent DS1 CTs (as defined in the tariff) and Equivalent DS1 CMs (as defined in the tariff) in place at the start of the plan. The Equivalent DS1 CTs and Equivalent DS1 CMs determine the discount tier which is applied, with higher tiers having higher discounts.

c.3. Business Rationale: **[BEGIN REDACTED]**

[END REDACTED]

c.4. The NDP has annual true-ups.

At the annual true-up, the monthly average count of Equivalent DS1 CTs and Equivalent DS1 CMs is determined. If the customer has not met its CT Commitment Level and/or CM Commitment Level, a Shortfall Penalty applies. If the customer's achieved discount tier is different from its assigned discount tier for a Premier or Standard commitment matrix, and adjustment to the discount percentages and associated charge or credit is applied. If the customer exceeded its CT and/or CM Commitment Level by 60%, a new Commitment Level is established at the relevant percentage of monthly average DS1 CT or CM Equivalents. The customer may exercise a Commitment Buy-Up option to increase its discounts.

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d. Penalties: The Shortfall Penalty, if applicable, is determined by determining the amount the Monthly Average Count of DS1 Equivalent CTs and/or CMs falls short of the commitment level. This shortage, if any, is multiplied by the average monthly rate per DS1 Equivalent CT or CM, as applicable, times 12 months.

e. Increases in commitment level: If the customer exercises a commitment buy-up option, there is a discount associated with the increased commitment. When the commitment level moves up or down in response to the normal operation of the annual review, there is no direct change in discounts. However, the changing level of Equivalent DS1 CTs or CMs could move the customer to a higher or lower discount tier.

f. Penalties for terminating the plan prior to its full term: The penalties for terminating the plan vary by when it is terminated. Termination in Year 1 carries a penalty of 100% of the monthly recurring charges for the discounted rate elements for the remainder of Year 1 and 50% for the remaining 4 years. Termination in Year 2 carries a penalty of 50% of the monthly recurring charges for the discounted rate elements for the remainder of the plan. Termination in Year 3 carries a penalty of 25% of the monthly recurring charges for the discounted rate elements for the remainder of the plan. Termination in Year 4 carries a penalty of 15% of the monthly recurring charges for the discounted rate elements for the remainder of the plan. Termination in Year 5 carries a penalty of 10% of the monthly recurring charges for the discounted rate elements for the remainder of the plan.

g. Changing Service Providers: There are no specific provisions addressing change of service providers. If a customer removes a circuit, Frontier would not necessarily know whether the customer totally discontinued service to that location or obtained service from another provider.

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Response Part 1 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 56 and
Frontier Telephone Companies Tariff FCC 5 Option 28

6 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs . The contract tariff includes chan terms, mileage and mux elements. Credits are paid on a quarterly basis and will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility.

6 b) There is a Special Access Ethernet Overlay Adjustment Agreement which allows Ethernet adjusted units and CLS overage units to determine if the customer has met the watermarks necessary to be eligible for the flat rates. The intent of this agreement is to allow customers to upgrade DS1 and DS3s to Ethernet services without being penalized for the DS1 and DS3 disconnects related to the Ethernet conversions.

6 c) The contract tariffs for the Custom Solution plans provide flat rate pricing for Special Access DS1 and DS3 services. In exchange for the flat rate unit pricing, the customer must exceed certain minimum volume commitments (watermarks). The initial term is 5 years, but one year extensions may be allowed. Customer must have billed a minimum of $650M in aggregate monthly recurring charges for qualifying services in 2008 to qualify (pre-sale). Customer has to subscribe to Option 56 during the enrollment period and must concurrently subscribe to FCC 5 Option 28, the Customer Discount Plan and Eight to Ten Term Volume Plan to be eligible. **[BEGIN REDACTED]**

[END REDACTED]

6 d) There aren't any specific constraints about changing providers. The customer needs to meet or exceed the unit watermarks, otherwise penalties may apply and the plan may be terminated.

Response Part 2 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 57 and
Frontier Telephone Companies Tariff FCC 5 Option 29

FCC 4 Option 57 and FCC 5 Option 29

6 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs . The contract tariff includes chan terms, mileage and mux elements. Credits are paid on a quarterly basis and will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility.

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6 b) There is a Special Access Ethernet Overlay Adjustment Agreement which allows Ethernet adjusted units to determine if the customer has met the watermarks necessary to be eligible for the flat rates. The intent of this agreement is to allow customers to upgrade DS1 and DS3s to Ethernet services without being penalized for the DS1 and DS3 disconnects related to the Ethernet conversions.

6 c) The contract tariffs for the Custom Solution plans provide flat rate pricing for Special Access DS1 and DS3 services. In exchange for the flat rate unit pricing, the customer must exceed certain minimum volume commitments (watermarks). The initial term is 5 years. On 6/1/2009, customer must have between 25,000 - 60,000 DS1 units and between 60,000 - 150,000 total transport miles for DS1, DS3 and FMS (pre-sale). Customer has to subscribe to Option 57 during the enrollment period which automatically subscribes customer to FCC 5 Option 29. Also, the customer must subscribe to the FMS plan, Customer Discount Plan, DS1 Term Volume Plan and DS1 Term Payment Plan to be eligible. The intent of the Custom Solution is to retain, grow and lock in revenue.

6 d) There aren't any specific constraints about changing providers. The customer needs to meet or exceed the unit watermarks, otherwise penalties may apply and the plan may be terminated.

Response Part 3 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 49 and
Frontier Telephone Companies Tariff FCC 5 Option 24

6 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs. The contract tariff includes chan terms, mileage and mux elements. Credits are paid on a quarterly basis and will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility.

6 b) 50% of the DS1/DS3 upgrades to higher level services is counted toward the revenue thresholds. The intent of this agreement is to allow customers to upgrade DS1 and DS3s to SONET and Ethernet services without being penalized for the DS1 and DS3 disconnects related to the Ethernet conversions. It provides Fiber to the Cell/Ethernet relief for the wireless backhaul project.

6 c) The contract tariff provides credits based on total billed revenue. Customer must meet or exceed Special Access DS1 and DS3 annual revenue commitments and SONET/Ethernet revenue commitment. The DS1/DS3 plan provides 3 credits on a quarterly basis. A credit is issued for meeting the DS1/DS3 revenue commitment, additional credits are issued for growing above the revenue commitment and credits are issued to offset fiber builds to cell sites. The

initial term is 8 years with two 1 year extensions. The customer must be a commercial mobile radio service provider and qualifying services must originate or terminate on the customer's wireless network. Customer must bill a minimum of $155M in aggregate MRC for qualifying services in the prior 12 months (pre-sale). Customer has to subscribe to the contract tariff Option 49 during the enrollment period. The customer must subscribe to the DS1/DS3 National Discount Plan which requires commitments on both channel terminations and mileage. No other tariff arrangements, special service or ICB arrangements are allowed. The intent of the Custom Solutions is to retain, grow and lock in revenue.

6 d) There aren't any specific constraints about changing providers, but the customer is limited on the number of grooms (no more than one- thousand two-hundred and sixty (1260) Special Access DS1 and/or DS3 services, of which number may include no more than sixty (60) DS3 services). These numbers are pre-sale.

Response Part 4 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 59 and
Frontier Telephone Companies Tariff FCC 5 Option 31

6 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs . The contract tariff includes Special Access and UNE chan terms, mileage and mux elements. Credits are paid on a quarterly and annual basis and will be provided only in the MSAs that have achieved Phase I or Phase II pricing flexibility.

6 b) Certain minimum period charges and early termination charges (as specifically provided for in the TBR Eligible Product Schedules) shall be included as MRCs

6 c) The contract tariff provides credits for total billed revenue (TBR), UNE conversions and technology transition credits. The TBR credit is based on a combination total Special Access DS1/DS3 revenue and the DS1/DS3 transport revenue. Customer must convert at least 75% of their existing UNE base to Special Access and no new UNE purchases to qualify for the UNE conversion credits. Customer must subscribe during the enrollment period. In the 12 month period ending 10/1/2009, customer must have a minimum of $74M in aggregate monthly recurring charges for qualifying services and no less than $15M for DS1/DS3 unbundled loops, unbundled transport and EELS. Customer must be billed no less than 19,000 miles of DS1/DS3 unbundled transport as of September 2009. These figures are pre-sale. No other tariff arrangements, special service or ICB arrangements are allowed. The intent of the plan is to incent Special Access revenue growth instead of UNE growth.

6 d) There aren't any specific constraints about changing providers. However, the customer

needs to meet or exceed the minimum revenue thresholds in order to earn credits.

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Response Part 1 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 56 and
Frontier Telephone Companies Tariff FCC 5 Option 28

7 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs. Credits will only be provided in the MSAs that have achieved Phase I or Phase II pricing flexibility. Wire centers for the Phase II MSAs are listed in Section 14.3 preceding and Section 19.1 of FCC 5. Revenue and units in the non-pricing flexibility MSAs are included in the credit calculations, but credits are only applied to BANS with pricing flexibility. Non price flex states that contribute to the plan are AZ, MI, NV, SC and WI.

7 b - d) Customers can subscribe to multiple discount plans. The contract tariffs and most of the discount tariff plans are not administered at a MSA/LSA level.

Response Part 2 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 57 and
Frontier Telephone Companies Tariff FCC 5 Option 29

7 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs. Credits will only be provided in the MSAs that have achieved Phase I or Phase II pricing flexibility. Wire centers for the Phase II MSAs are listed in Section 14.3 preceding and Section 19.1 of FCC 5. Revenue and units in the non-pricing flexibility MSAs are included in the credit calculations, but credits are only applied to BANS with pricing flexibility. Non price flex states that contribute to the plan are AZ, MI, NV, SC and WI.

7 b - d) Customers can subscribe to multiple discount plans. The contract tariffs and most of the discount tariff plans are not administered at a MSA/LSA level.

Response Part 3 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 49 and
Frontier Telephone Companies Tariff FCC 5 Option 24

7 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs. Credits will only be provided in the MSAs that have achieved Phase I or Phase II pricing flexibility. Wire centers for the Phase II MSAs are listed in Section 14.3 preceding and Section 19.1 of FCC 5. No credits will be provided in the operating territories of FCC 6.

7 b - d) Customers must subscribe to National Discount plan. The contract tariffs and most of the discount tariff plans are not administered at a MSA/LSA level.

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Response Part 4 for Question: III. B. 6:
Frontier Telephone Companies Tariff FCC 4 Option 59 and
Frontier Telephone Companies Tariff FCC 5 Option 31

7 a) This is a nationwide contract for the Verizon acquired properties and is not specific to certain MSAs/LSAs. Credits will only be provided in the MSAs that have achieved Phase I or Phase II pricing flexibility. Wire centers for the Phase II MSAs are listed in Section 14.3 preceding and Section 19.1 of FCC 5. No credits will be provided in the operating territories of FCC 6.

7 b - d) No other tariff arrangements, contract tariffs, special service or ICB arrangements are allowed. The contract tariffs and most of the discount tariff plans are not administered at a MSA/LSA level.

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Response for Question: III.B.10
DS1 Term Volume Plan ("TVP") and Eight and Ten Year TVP ("ETTVP")
Frontier Telephone Companies Tariff FCC No. 5, Sections 5.6.14 and 5.7.18

The customer selects the commitment level for the TVP. The commitment level can be subsequently increased by the customer. The customer may decrease the commitment level at an annual review and pay the penalties associated with the decrease.

The initial commitment level for the ETTVP is 90% of the customer's in service quantity of DS1 SALs at the start of the plan. The customer may increase this commitment level at any time. During the annual review, the commitment level is reset to 90% of the customer's in service quantity of DS1 SALs, which may be a decrease; but the commitment level may not fall below the initial commitment quantity at the start of the plan.

Response for Question: III.B.10
DS3 Term Volume Plan ("TVP")
Frontier Telephone Companies Tariff FCC No. 5, Sections 5.6.19 and 5.7.22

The customer selects the initial commitment level for the DS3 TVP. The commitment level can be subsequently increased by the customer. Within 30 days after an Annual Review, the customer may exercise a Buy Down option to reduce the commitment quantity.

DS1 Term Payment Plan ("TPP")
Frontier Telephone Companies Tariff FCC No. 6, Sections 7.2.1(G) and 7.11.5

The customer selects the initial commitment level for the DS1 TPP. Once per term, the customer may adjust the commitment level up or down; for a decrease in commitment level, there is a penalty. The customer may also decrease the commitment level at the time of the annual review and pay the applicable penalties.

National Discount Plan ("NDP")
Frontier Telephone Companies Tariff FCC No. 4, Section 25.3
Frontier Telephone Companies Tariff FCC No. 5, Section 23
Frontier Telephone Companies Tariff FCC No. 6, Section 22

The commitment level is set to a percentage of the Equivalent DS1 CTs and Equivalent DS1 CMs at the start of the plan. This calculation results in separate commitments for CTs from CMs. The percentage is determined by the Commitment Matrix: 90% for Premier, 85% for Standard, and 92% for Deluxe. Commitment levels are adjusted upward if the customer's count of Equivalent DS1 CTs or CMs exceed 160% of the Commitment Level in effect at an annual review. Commitment levels may be adjusted up or down when the customer adds or removes ACNAs from the National Discount Plan as allowed under certain conditions.