

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 542

DATE: July 22, 2016

STATE: PB-FCC

EFFECTIVE DATE: 07/22/2016

TYPE OF DISTRIBUTION: Approved

PURPOSE: DS1-TPP - Grandfathering & Elimination of Renewals Rejection

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
1000	1	0495
1000	1.7	0090
1007	7-140.3	0008
1007	7-140.4	0010

ACCESS SERVICE
CHECK SHEET

Title Page and Pages 1 to 35-17, inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement No. 10 contains all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	Number of Revision Except as <u>Indicated</u>	<u>Page</u>	Number of Revision Except as <u>Indicated</u>	<u>Page</u>	Number of Revision Except as <u>Indicated</u>
Title 1	4th	8	6th	2-4	2nd
1	495th*	8.1	5th	2-5	1st
1.1	43rd	9	3rd	2-6	6th
1.2	134th	10	1st	2-7	2nd
1.3	14th	11	Original	2-8	1st
1.4	10th	12	Original	2-9	Original
1.5	53rd	13	Original	2-10	Original
1.6	52nd	14	4th	2-11	Original
1.7	90th*	15	Original	2-12	Original
1.8	50th	16	Original	2-13	Original
1.9	24th	17	Original	2-14	3rd
1.10	38th	17.1	Original	2-14.1	1st
1.11	12th	17.2	Original	2-14.2	1st
1.12	20th	18	1st	2-14.3	1st
1.13	Original	19	Original	2-15	1st
1.14	37th	20	Original	2-16	6th
1.14.1	21st	21	2nd	2-17	5th
1.15	110th	22	8th	2-17.1	4th
1.16	32nd	22.1	14th	2-18	1st
1.17	13th	22.1.1	3rd	2-19	5th
1.18	9th	22.2	23rd	2-19.1	Original
1.19	25th	22.3	32nd	2-20	Original
1.20	23rd	22.4	33rd	2-21	Original
1.21	27th	22.5	32nd	2-22	Original
1.22	21st	22.6	33rd	2-23	Original
1.23	20th	23	1st	2-24	Original
1.24	25th	24	Original	2-25	1st
1.25	26th	25	Original	2-26	Original
1.26	17th	26	1st	2-27	Original
1.27	17th	27	1st	2-28	1st
1.28	13th	28	2nd	2-29	Original
1.29	3rd	29	Original	2-30	Original
2	1st	30	Original	2-31	Original
2.1	2nd	31	Original	2-32	Original
3	4th	32	Original	2-33	Original
3.1	4th	33	4th	2-34	Original
3.2	1st	34	2nd	2-35	Original
3.3	1st	35	1st	2-36	Original
3.4	3rd	36	Original	2-37	Original
3.5	3rd	37	5th	2-38	Original
3.6	1st	38	2nd	2-39	1st
4	Original	39	2nd	2-40	Original
4.1	Original	1-1	Original	2-41	Original
5	Original	1-2	2nd	2-42	Original
6	6th	2-1	5th	2-43	Original
7	1st	2-2	3rd	2-43.1	Original
7.1	2nd	2-3	1st	2-44	Original
7.2	1st				

* New or Revised Page

Issuing Officer: Kristen Shore, Executive Director - Regulatory
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7-115	Original	7-140.6	8th	7-173.1	2nd
7-116	Original	7-140.7	Original	7-174	8th
7-117	Original	7-141	2nd	7-175	11th
7-118	Original	7-142	1st	7-176	9th
7-119	Original	7-143	12th	7-177	13th
7-120	Original	7-144	8th	7-178	13th
7-121	Original	7-145	1st	7-179	11th
7-122	Original	7-146	Original	7-180	1st
7-123	Original	7-147	Original	7-181	17th
7-124	Original	7-148	1st	7-182	10th
7-125	Original	7-149	Original	7-183	12th
7-126	Original	7-150	1st	7-184	2nd
7-127	Original	7-151	1st	7-185	2nd
7-128	Original	7-152	3rd	7-186	2nd
7-129	6th	7-153	2nd	7-187	1st
7-129.1	1st	7-154	1st	7-188	2nd
7-130	2nd	7-155	7th	7-189	4th
7-131	1st	7-156	7th	7-190	5th
7-132	6th	7-157	4th	7-191	17th
7-133	3rd	7-158	3rd	7-192	10th
7-134	3rd	7-159	1st	7-192.1	5th
7-134.1	2nd	7-160	1st	7-193	Original
7-134.2	4th	7-161	1st	7-194	6th
7-135	4th	7-162	1st	7-194.1	8th
7-135.1	2nd	7-163	1st	7-195	8th
7-136	Original	7-164	1st	7-196	14th
7-137	1st	7-165	15th	7-197	8th
7-138	1st	7-166	5th	7-198	9th
7-139	Original	7-167	5th	7-199	8th
7-140	Original	7-168	Original	7-200	12th
7-140.1	4th	7-169	1st	7-200.1	2nd
7-140.2	4th	7-170	2nd	7-200.2	2nd
7-140.3	8th*	7-171	2nd	7-201	7th
7-140.4	10th*	7-171.1	2nd		
7-140.5	6th	7-172	19th		
7-140.5.1	1st	7-173	11th		

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7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.18 DS1 Term Payment Plan (Cont'd)(C) Moves (Cont'd)

EXAMPLE #2: One end of a DS1 is changed from Location C to Location D within the same LATA. The new Channel Mileage associated with the one-ended Move decreased by 5 miles. Therefore, the resulting Channel Mileage calculation decreases the monthly recurring charge accordingly.

If no lapse in service occurs and if the requirements in (1) and (2) as stated previously are met, termination liability will not apply. Nonrecurring Channel Termination Charges or Nonrecurring Collocation Transport Charges and Access Order Charges for the physical move will apply.

(D) Expiration of DS1 TPP term options

The DS1 TPP is not available for renewal. At the expiration of the DS1 TPP term, the customer may select a new DS1 TPP term at the prevailing DS1 TPP rates. If a customer does not wish to purchase a new DS1 TPP at the expiration of the term, the customer's service will automatically convert to the current month-to-month rates.

(E) DS1 High Capacity Service Portability Commitment

DS1 High Capacity Service Portability Commitment provides a customer the ability to establish a regional volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.4.18(G), during the life of the Portability Commitment. The Portability Commitment will consist of a Commitment Level (CL), as described below, and will have a term of three years. The Portability Commitment does not otherwise affect the rates, terms, or conditions of the Customer's DS1 TPP. The Portability Commitment may be renewed. To renew, the Customer must notify the Telephone Company, in writing, with such notice directed to both the Customer's account manager and the access service center, and specifically identify the Customer's Commitment Level (as defined herein), prior to the expiration of the Customer's existing Portability Commitment term.

Customers may purchase DS1 service under DS1 TPP terms of 2, 3, 5, or 7 years and have the associated Channel Terminations count towards the CL. Access Order Charges and all installation charges will be billed as applicable.

* Rejected material is removed with this filing. Currently effective material remains in effect.

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ACCESS SERVICE

7. Special Access Service (Cont'd)7.4 Rate Regulations (Cont'd)7.4.18 DS1 Term Payment Plan (Cont'd)

(E) DS1 High Capacity Service Portability Commitment (Cont'd)
Following are the terms and conditions associated with the Portability Commitment:

- (1) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis. The initial monthly CL is calculated by the Telephone Company and is the total of all DS1 Channel Terminations in-service for the month previous to the month in which the Customer notifies the Telephone Company, in writing, of the Customer's CL. The initial monthly CL will consist of all Channel Terminations including those on Month-to-Month terms and other term pricing plans. The effective date of the Portability Commitment will be the first day of the month immediately following the month in which the Portability Commitment is signed;
- (2) Customer must have a minimum of 40 Channel Terminations in-service each month and at least 80% of the CL under a 2, 3, 5, or 7 year DS1 TPP each month;
- (3) At the commencement of the Customer's Portability Commitment and upon any renewal of a Portability Commitment, at least 80 percent of the Customer's CL must be purchased under a 2, 3, 5, or 7 year DS1 TPP; and
- (4) Each month, the total number of 2, 3, 5, and 7 year DS1 TPP Channel Terminations for the previous month will be calculated and measured against the corresponding monthly CL;
 - (a) If the total number of Channel Terminations, as calculated above, is 80% - 124% of the CL, no other charges will apply for the previous month.
 - (b) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows:
 - (i) Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations.

EXAMPLE #1: Customer A has a CL = 1,000 Channel Terminations for the month of June. Customer A must have at least 800 DS1 Channel Terminations in-service to meet the 80% target. In July, the monthly review calculated 795 DS1 Channel Terminations in-service for the month of June. The difference between 80% of the CL (800) and the actual in-service total (795) is 5 Channel Terminations. Therefore, the customer will be billed an amount equal to 5 Channel Terminations multiplied by \$126.00. For subsequent months, Customer A will continue to be billed an amount equal to the difference between 80% of the CL and the actual in-service number of Channel Terminations that are below 80% of the CL (multiplied) by \$126.00, until 80% of the CL is met. (Sx)

* Rejected material is removed with this filing.

Sx -Issued under authority of the Bureau's Suspension Order DA 16-805, released July 15, 2016, reissued material was advanced one day, suspended one day and became effective on July 16, 2016. (Sx)

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