

TARIFF DISTRIBUTION

FILE PACKAGE NO.: 543

DATE: August 30, 2016

STATE: PB-FCC

EFFECTIVE DATE: 08/30/2016

TYPE OF DISTRIBUTION: Approved

PURPOSE: DS1-TPP - Portability Refile

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
1000	1	0496
1000	1.7	0091
1007	7-140.3	0009
1007	7-140.4	0011
1007	7-140.5	0007
1007	7-140.5.1	0002
1007	7-140.6	0009
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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. 12 contains all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title 1	4th	8	6th	2-4	2nd
1	496th*(1)	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	91st*	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
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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

(1) 495th Revised Page 1, issued under Transmittal No. 541, should have had an effective date of July 20, 2016.

Issuing Officer: Kristen Shore, Executive Director - Regulatory

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7-118	Original	7-140.7	Original	7-176	9th
7-119	Original	7-141	2nd	7-177	13th
7-120	Original	7-142	1st	7-178	13th
7-121	Original	7-143	12th	7-179	11th
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7-123	Original	7-145	1st	7-181	17th
7-124	Original	7-146	Original	7-182	10th
7-125	Original	7-147	Original	7-183	12th
7-126	Original	7-148	1st	7-184	2nd
7-127	Original	7-149	Original	7-185	2nd
7-128	Original	7-150	1st	7-186	2nd
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7-134	3rd	7-157	4th	7-192.1	5th
7-134.1	2nd	7-158	3rd	7-193	Original
7-134.2	4th	7-159	1st	7-194	6th
7-135	4th	7-160	1st	7-194.1	8th
7-135.1	2nd	7-161	1st	7-195	8th
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7-140.5	7th*	7-171	2nd		
7-140.5.1	2nd*	7-171.1	2nd		
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New or Revised Page

(This page filed under Transmittal No. 543)

Issued: August 15, 2016

Effective: August 30, 2016

ACCESS SERVICE

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 (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. Only Portability Commitments established prior to August 30, 2016, 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. (N) (N) (C) (C)

For a Portability Commitment under Section 7.4.18(E) (1), 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 Portability Commitment CL. After establishing the CL, Customer may continue to purchase DS1 service on a month-to-month arrangement or under a DS1 TPP of 1, 2, 3, 5, or 7 years without portability and have the associated Channel Terminations not count toward the Customer's portability CL. (N) (N)

For a Portability Commitment under Section 7.4.18(E) (2), Customers may purchase DS1 service under DS1 TPP terms of 1, 2, 3, 5, or 7 years or on a month-to-month basis and have the associated Channel Terminations count towards the CL. (N)

Access Order Charges and all installation charges will be billed as applicable.

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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)

- (1) For Portability Commitments established prior to August 30, 2016, the terms and conditions associated with the Portability Commitment are as follows in this Section 7.4.18(E) (1):
- (a) 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; (T)
 - (b) 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; (T)
 - (c) 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 (T)
 - (d) 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; (T)
 - (i) 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. (T)
 - (ii) If the total number of Channel Terminations, as calculated above, is less than 80% of the CL, charges will be assessed as follows: (T)

Customer will be billed the difference between 80% of the CL and the actual number of in-service Channel Terminations. (T)

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 the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I). 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 the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), until 80% of the CL is met. (C)

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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)

(1) (Cont'd) (N)

(d) (Cont'd) (T)

(iii) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the PC, the Customer will be billed an adjustment factor equal to the Nonrecurring Channel Termination charge multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL. (T)

EXAMPLE #2: Customer B has a CL of 500 Channel Terminations. In month 5 of the commitment, Customer B has 650 Channel Terminations in-service. Customer B has exceeded the CL by more than the 124% threshold (620). Customer B will be charged an adjustment factor equal to 30 Channel Terminations (650-620) multiplied by the current Nonrecurring Channel Termination rate. For subsequent months, Customer B will continue to be charged the Nonrecurring Channel Termination rate multiplied by the difference between the actual number of Channel Terminations in-service and 124% of the CL until Customer B no longer exceeds the CL by the 124% threshold.

(iv) Customers may increase the CL at any time by providing written notification to Telephone Company. Credits for previously charged adjustments billed for exceeding the CL will not be provided when a Customer increases the CL. However, an adjustment factor will not be billed if notice to increase the CL is provided to the Telephone Company within the calendar month following a reported adjustment, and the CL increase is sufficient that the number of in-service rate elements does not exceed 124% of the new CL. For instance, in Example #2 above, if the Customer increases the CL from 500 to 525 before the end of month 6, the adjustment factor applicable to month 5 will not be billed because the actual in-service volume (650) is less than or equal to the new 124% threshold (651). (T)

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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)

(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(1) (Cont'd) (N)

(d) (Cont'd) (T)

(v) If the customer elects to terminate the DS1 High Capacity Service Portability Commitment or elects to decrease the CL prior to the 3-Year commitment, Termination Liabilities will apply. Termination Liability is calculated as the decreased number of Channel Terminations multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), multiplied by the number of months remaining in the term of the Portability Commitment. (T) (C) (C) (C)

EXAMPLE #3: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment, Customer C elects to decrease the CL by 50 Channel Terminations. The Termination Liability associated with the decrease is equal to: (T)

(50 Channel Terminations) X (26 months remaining) X (Lowest available Price Cap Zone 1 Channel Termination rate) (C) (C)

EXAMPLE #4: Customer D has a CL equal to 500 Channel Terminations. In month 20 of the 36-month Portability Commitment, Customer D elects to terminate the entire Portability Commitment. The Termination Liability associated with the termination of the entire Commitment is equal to: (M)

(500 Channel Terminations) X (16 months remaining) X (Lowest available Price Cap Zone 1 Channel Termination rate) (M) (C) (C)

Certain material appearing on this page previously appeared on 8th Revised Page 7-140.6.

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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)

(2) For Portability Commitments established on or after August 30, 2016, the terms and conditions associated with the Portability Commitment are as follows in this Section 7.2.22(E)(2):

- (a) Customer commits to a 3-Year Commitment Level (CL) that is reviewed on a monthly basis by the Telephone Company. To begin the process of establishing a Portability Commitment, Customer must request from the Telephone Company a list of DS1 circuits with Channel Terminations for all of the ACNAs of Customer and any entities that are then affiliated companies of Customer. Customer must designate from the provided list which DS1 circuits with Channel Terminations are to be included in, and which are to be excluded from, its Portability Commitment and return the list with those designations to the Telephone Company. Failure to provide a designation for a listed circuit will be deemed to be a designation that such circuit is to be excluded from its Portability Commitment.

Only those DS1 circuits with Channel Terminations that are designated as being included ("Designated DS1s") will be subject to the Portability Commitment.

The Customer's initial monthly CL is the total number of Channel Termination associated with Designated DS1s.

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.

- (b) Customer must commit a minimum of 100 DS1 circuits with Channel Terminations to establish a Portability Commitment.
- (c) Customer, including all of its ACNAs and Affiliates, may be subject to only one Portability Commitment for the operating territory of the Telephone Company. An "Affiliate," as that term is used in connection with the Portability Commitment, is a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of the prior sentence, "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- (d) Designated DS1s that are disconnected during the term of the Portability Commitment will not incur Termination Liability charges.

Certain material previously appearing on this page now appears on 2nd Revised Page 7-140.5.1 and Original Page 7-140.6.2.

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675 W. Peachtree St. NW, Atlanta, GA 30308

ACCESS SERVICE

(N)

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)

(2) (Cont'd)

(e) Circuits which are not included in the Portability Commitment by Customer in the initial designation, as described in Section 7.22(E) (2) (a), or ordered under the DS1 TPP on or after August 30, 2016 without being designated for the Portability Commitment, may not be added to the Portability Commitment for the duration of the Portability Commitment term.

(f) Customer may add additional DS1 circuits with Channel Terminations to the Portability Commitment during the term of the Portability Commitment only when initially ordering such DS1 circuit. A DS1 circuit with a Channel Termination that is so added, will be considered a Designated DS1.

(g) Any Designated DS1 with an expired term plan that is subject to month-to-month rates will continue to count toward Customer's CL.

(h) During the monthly review of Customer's Designated DS1s and its CL, the Telephone Company will determine whether Customer met, did not meet, or exceeded its CL on the last day of the month being reviewed.

If Customer did not meet its CL, Customer will be billed a charge for each Channel Termination below its CL equal to the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), on such last day of the month.

Example: Customer's CL is 100 Channel Terminations. At the end of the month, Customer had 90 Channel Terminations in service. Customer will be billed:

$(100 - 90) \times (\text{Lowest available Price Cap Zone 1 Channel Termination rate})$

If a Customer exceeds its CL by 115 percent or greater for three consecutive months, Customer's CL will be increased to ninety percent (90%) of the average number of Designated DS1s for those three months.

Example: Customer's CL is 100 Channel Terminations. For three consecutive months during the Portability Commitment term, the Customer's Channel Termination volumes are 118, 120 and 122, for an average of 120. The Customer's new CL will be:

$((118+120+122)/(3)) \times (90\%) = 108$

(N)

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ACCESS SERVICE

7. Special Access Service (Cont'd)

(N)

7.4 Rate Regulations (Cont'd)7.4.18 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

(2) (Cont'd)

- (i) If Customer elects to decrease the CL prior to expiration of the 3-Year commitment, a buy-down charge will apply. The buy-down charge is calculated as the number by which the CL is decreased multiplied by the lowest available Price Cap Zone 1 Channel Termination rate, as set forth in Section 7.5.9(I), on the date of the buy-down multiplied by the number of months remaining in the term of the Portability Commitment.

Example: Customer C has a CL equal to 1,000 Channel Terminations. In month 10 of the 36-month Portability Commitment, Customer C elects to decrease the CL by 50 Channel Terminations. The buy-down charge associated with the decrease is equal to:

(50 Channel Terminations) X (Lowest available Price Cap Zone 1 Channel Termination rate) X (26 months remaining) = Buy-down Charge

(N)

(F) Applicable One-Time Charges

(M)

(1) Access Order Charge

Access Order Charges will apply, as described in section 5.2.1(A), to all order activity. An Access Order charge will apply on any changes made to a plan (e.g., moving from a 3 year to a 7 year plan, on physical moves of DS1 High Capacity Services, and new installations) as applicable.

(2) DS1 Term Payment Plan Non-Recurring Charges

Non-recurring channel termination charge will apply per channel termination on new installations of DS1 High Capacity Service on 1 year DS1 TPP term, and on all physical moves of DS1 High Capacity Services. Non-recurring channel termination charges will be waived on new installations with 2, 3, 5, and 7 year DS1 TPP terms. The Nonrecurring Channel Termination Charge will also apply, applicable as stated in 7.4.18(E) previously, for customers who have a DS1 High Capacity Service Portability Commitment.

(M)

Certain material appearing on this page previously appeared on 8th Revised Page 7-140.6.

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