

**TARIFF DISTRIBUTION**

FILE PACKAGE NO.: 3428

DATE: July 18, 2016

STATE: SWBT-FCC

EFFECTIVE DATE: 07/16/2016

TYPE OF DISTRIBUTION: Approved

PURPOSE: DS1-TPP Changes

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
7300	1	1207
7300	1.6	0121
7307	7-68.3.1	0009
7307	7-68.3.2	0008
7307	7-68.3.3	0005
7307	7-68.3.4	0004

## CHECK SHEET

Title page 1 and pages 1 to 41-5 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 64, and 65 contain 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	14th	1.37	28th	31-13	2nd
1	1207th*	1.38	22nd	32	10th
1.1	150th	1.39	24th	33	4th
1.2	317th	1.40	21st	34	11th
1.3	74th	1.41	5th	35	9th
1.4	96th	1.42	Original	36	8th
1.5	167th	2	Original	37	8th
1.6	121st*	3	4th	38	7th
1.7	116th	4	3rd	39	4th
1.7.1	Original	5	1st	39.1	19th
1.8	73rd	6	1st	40	13th
1.8.1	2nd	7	3rd	41	14th
1.9	61st	8	5th	42	1st
1.9.1	8th	9	3rd	43	1st
1.10	104th	10	7th	44	2nd
1.10.1	51st	11	10th	1-1	4th
1.11	157th	12	8th	2-1	7th
1.11.1	29th	13	3rd	2-2	14th
1.12	63rd	14	1st	2-3	24th
1.13	88th	15	6th	2-4	11th
1.13.1	35th	16	5th	2-5	12th
1.14	92nd	17	Original	2-6	33rd
1.15	45th	18	19th	2-7	13th
1.16	50th	19	16th	2-8	10th
1.16.1	21st	20	6th	2-9	1st
1.17	69th	20.1	13th	2-10	Original
1.18	46th	20.2	2nd	2-11	Original
1.19	45th	20.3	4th	2-12	Original
1.20	24th	21	1st	2-13	1st
1.20.1	6th	22	2nd	2-14	3rd
1.20.2	5th	23	3rd	2-15	Original
1.20.3	6th	24	6th	2-16	Original
1.20.4	19th	25	2nd	2-17	7th
1.21	46th	26	4th	2-17.1	1st
1.22	55th	27	2nd	2-17.2	1st
1.23	63rd	28	2nd	2-18	2nd
1.23.1	13th	29	1st	2-19	2nd
1.24	60th	30	3rd	2-20	11th
1.24.1	6th	31	2nd	2-21	10th
1.25	29th	31.1	9th	2-22	5th
1.26	72nd	31.2	5th	2-23	Original
1.27	10th	31.3	11th	2-24	4th
1.28	12th	31.4	7th	2-25	Original
1.29	25th	31.5	4th	2-26	1st
1.30	21st	31.6	21st	2-27	Original
1.31	25th	31.7	10th	2-28	Original
1.32	19th	31.8	23rd	2-29	Original
1.33	21st	31.9	43rd	2-30	Original
1.34	25th	31.10	37th	2-31	Original
1.35	34th	31.11	36th	2-32	Original
1.36	33rd	31.12	49th	2-33	Original
		31.13	2nd	2-34	Original

\* New or Revised Page

Issuing Officer: Kristen Shore, Executive Director - Regulatory  
(This page filed under Transmittal No. 3428 )

Issued: July 1, 2016

Effective: July 16, 2016

## ACCESS SERVICE

## CHECK SHEET (Cont'd)

<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>
7-52	Original	7-70	Original	7-111	4th
7-53	Original	7-71	1st	7-112	4th
7-54	Original	7-72	11th	7-113	5th
7-55	Original	7-73	Original	7-114	4th
7-56	Original	7-74	Original	7-115	5th
7-57	Original	7-75	Original	7-116	5th
7-58	4th	7-76	6th	7-117	4th
7-59	8th	7-77	Original	7-118	4th
7-60	4th	7-78	5th	7-119	5th
7-61	5th	7-79	1st	7-120	4th
7-62	3rd	7-80	1st	7-121	4th
7-62.1	2nd	7-81	Original	7-122	5th
7-62.2	3rd	7-82	Original	7-123	4th
7-62.3	2nd	7-83	1st	7-124	4th
7-62.4	3rd	7-84	Original	7-125	5th
7-63	4th	7-85	Original	7-126	4th
7-64	5th	7-86	Original	7-126.1	6th
7-65	2nd	7-87	Original	7-126.2	6th
7-65.1	9th	7-88	Original	7-126.3	5th
7-65.1.1	2nd	7-89	35th	7-126.4	5th
7-65.2	2nd	7-90	14th	7-126.5	6th
7-65.3	3rd	7-91	11th	7-126.6	4th
7-65.4	2nd	7-92	14th	7-126.7	7th
7-65.5	4th	7-93	15th		
7-65.6	11th	7-93.1	3rd		
7-65.7	7th	7-93.2	4th		
7-65.8	7th	7-93.3	6th		
7-65.9	5th	7-94	9th		
7-65.10	8th	7-94.1	8th		
7-65.10.1	Original	7-95	16th		
7-65.11	1st	7-96	10th		
7-65.12	Original	7-97	4th		
7-66	4th	7-98	5th		
7-67	4th	7-99	4th		
7-68	10th	7-100	4th		
7-68.1	12th	7-101	5th		
7-68.2	9th	7-102	4th		
7-68.3	6th	7-103	4th		
7-68-3.1	9th*	7-104	5th		
7-68-3.2	8th*	7-105	4th		
7-68-3.3	5th*	7-106	4th		
7-68-3.4	4th*	7-107	5th		
7-68-3.5	4th	7-108	4th		
7-68.4	3rd	7-109	4th		
7-68.5	3rd	7-110	5th		
7-68.6	2nd				
7-69	7th				

\* New or Revised Page

(This page filed under Transmittal No. 3428 )

Issued: July 1, 2016

Effective: July 16, 2016

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

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment

Effective July 16, 2016, the DS1 High Capacity Service Portability Commitment is no longer available for new subscriptions or renewals. The DS1 High Capacity Service Portability Commitment will continue to be available to existing subscribers for the remainder of each subscriber's 3 year DS1 High Capacity Service Portability Commitment term. (N)

DS1 High Capacity Service Portability Commitment provides a customer the ability to establish a volume commitment in the form of DS1 Channel Terminations and receive a waiver on DS1 TPP Termination Liability, as described in 7.2.22 (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.<sup>(1)</sup> 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. (N)

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.

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<sup>(1)</sup> 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 (N)

<sup>(1)</sup> Effective July 1, 2016, renewals are no longer available. (N)

(This page filed under Transmittal No. 3428 )

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

- (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 \$145.00. (C)

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 \$145.00, until 80% of the CL (C) is met.

(This page filed under Transmittal No. 3428 )

Issued: July 1, 2016

Effective: July 16, 2016

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

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

## (4) (Cont'd)

- (c) If the total number of in-service Channel Terminations, as calculated above, is more than 124% of the CL, 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.
- (i) 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.
- (d) 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).
- (e) 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 \$145.00 multiplied by the number of months remaining in the term of the Portability Commitment. (C)

(This page filed under Transmittal No. 3428 )

## ACCESS SERVICE

7. Special Access Service (Cont'd)7.2 Rate Regulations (Cont'd)7.2.22 DS1 Term Payment Plan (Cont'd)(E) DS1 High Capacity Service Portability Commitment (Cont'd)

## (4) (Cont'd)

(i) 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:

(50 Channel Terminations) X (26 months remaining) X (\$145.00) (C)

(ii) 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:

(500 Channel Terminations) X (16 months remaining) X (\$145.00) (C)

(F) Applicable One-Time Charges

## (1) Access Order Charge

Access Order Charges will apply, as described in section 5.3.1, 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.

(This page filed under Transmittal No. 3428 )