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Tariff Format

c1. A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.

B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

C. Paragraph Numbering Sequence There are various levels of paragraph coding. Each level of

-Check Rite Check added revision Rte

-changed

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1 General _____	

Issued Date: September 24, 2018
issued By:

1 General

1.1 Explanation of Symbols

- (C) - To signify a change in regulation
- (D) - To signify a deletion
- (I) - To signify a rate increase
- (L) - To signify material relocated in the tariff
- (N) - To signify a new rate or regulation or

1.3 Denitions

- 1.3.1 "Acceptance Date" refers to the date of acceptance for each Product.
- 1.3.2 "Carrier," "Company" or "Utility" refers to Crown Castle Fiber LLC.
- 1.3.3 "Commission" means the Alabama Public Service Commission.
- 1.3.4 "Circuit" means a communications path or paths between two or more points.
- 1.3.5 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted use of Product or who is responsible for payment of Product, and for compliance with the Company's rules and regulations.
- 1.3.6 "Demarcation Point" means the network interface point where Company hands off the Product to Customer. The Demarcation Point delineates where responsibility for the parties' respective networks, equipment and/or maintenance obligations begin and end.
- 1.3.7 "F.C.C." means the Federal Communications Commission.
- 1.3.8 "Individual Case Basis ("ICB")" means an arrangement in which the regulation, rates and charges are developed

1.3.13 "Off-Net Product" means Product provided on a telecommunications network that is not part of the telecommunications network owned by Company, but used to provide Product to a Customer.

1.3.14 "Order Form" is a written request for Product executed by the Customer and the Company in the format required by the Company. The signing of an Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

1.3.15 "Product" or "Products" means telecommunications product or products provided or licensed by the Company under this tariff.

1.3.16 "Product Term" is the term for each Product which begins on the Acceptance Date of the Order Form applicable to such Product, or on such other date as may be stated in the Order Form, and remains in effect until the expiration of the initial term specified in the applicable Order Form, which may be automatically extended for consecutive 0 one-year Form, 1 renewal terms, unless either Company or Customer notifies of intent not to renew at least ninety (90) days prior t4 498.8 Tm 32 Tw (for)Tj ET 16

2.2 **Obligations** of the Customer

2.2.1 The Customer shall be **responsible** for:

2.2.1.1 The **payment** of all **applicable charges** **specified** in Order Form(s) executed **by** the Customer and for **charges** due pursuant to this tariff, **including**, but not limited to, taxes and fees in

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to,

2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company-provided equipment and facilities is compatible with such Company's equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injurynt

2.2.4

2.2.5

2.02 Availability of Services

2.02.1 Availability of Services Availability of Services Availability of Services

2.02.1.1 Availability of Services Availability of Services Availability of Services

2.02.1.2 Availability of Services Availability of Services Availability of Services

2.02.2 Availability of Services Availability of Services Availability of Services

Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of service. Availability of Services Availability of Services Availability of Services

2.02.3 Availability of Services Availability of Services Availability of Services

2.02.4 Availability of Services Availability of Services Availability of Services

2.02.5

2.02.6 Availability of Services Availability of Services Availability of Services

2.02.7 Availability of Services Availability of Services Availability of Services

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of Product or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee n

2.3.6

2.3.7

2.3.8.2 IN NO

1. The Commission shall:

a. determine the appropriate rate of return for the service;

b. determine the appropriate rate of return for the service;

c. determine the appropriate rate of return for the service;

d. determine the appropriate rate of return for the service;

e. determine the appropriate rate of return for the service;

Witness my hand and the seal of the Commission this 14th day of November, 2017.
Federal Communications Commission
Washington, DC 20541
FCC File No. 17-00000

Alabama, et al. Cause No. 17-00000

2.6 **Payment** Terms

2.6.1

2.6.2

2.6.3

2.7 Customer Deposits

The Company does not collect deposits from its Customers.

2.8 Late Payment Charges

2.8.1 The undisputed portions of the invoice must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. Customer may in good faith dispute charges set forth in an invoice, provided Customer notifies Company of such dispute in writing no later than sixty (60) days after the date of the invoice pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or,

comp

2.9 Overbilled/Underbilled

The Company shall be entitled to revise prior customer bills for a period that shall not exceed thirty-six (36) months, inclusive of the current billing month, for legitimate charges that were unbilled, and/or underbilled, and/or overbilled irrespective of fault for the errant billing.

Written notification shall be provided to the customer at the time of discovery that includes a detailed listing of the services errantly billed, the amount errantly billed, and the period(s) for which the service(s) were errantly billed. All errant billings are subject to Commission review and redress.

Any Company demand for customer payment of previously unbilled or underbilled services shall include

2.10 Customer Complaints and Billing Disputes

2.10.1 Customers must notify the Company of billing or other disputes in writing no later than

2.1 1.4 Company is directly or indirectly owned in whole or in part by an entity that qualifies or intends to qualify as a "real estate investment trust" or "REIT" under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended, and Company and REIT Owner are therefore subject to operating and other restrictions under said Code. Products provided under this tariff or an individually negotiated agreement(s) shall constitute a lease of the Products for purposes of Section 856 of the internal Revenue Code of 1986, as amended, and the license of Products and receipt of charges in exchange therefor shall be treated in a manner consistent with the terms of this tariff or an individually negotiated agreement(s) and no tax return shall be inconsistent therewith except as required by law.

2.12 Dishonored Check Charge

A dishonored check charge applies when any negotiable instrument presented for payment for Product becomes dishonored and is returned to the Company from the bank.

The dishonored check charge is \$30 per instrument, per return. This charge is in addition to late payment charges pursuant to Section 2.8.

2.13 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include, but are not limited to, engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special products not offered under this tariff, the Company may provide the requested products subject to the availability of such products and all the necessary facilities to furnish such

2.14 Termination or Denial of Proa4zt4

- 2.14.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.
- 2.14.1.10 Failure to Comply with Product Conditions. For failure of the Customer to furnish the equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to

3.2 Calculation

4. Description of Products

4.1 Ethernet Product

4.1.1 Product Description

4.1.1.1 General

"Ethernet Product" or "Product" means a method of communication between or among two or more locations using the Ethernet protocol defined by IEEE 802.3. Ethernet Products may be ordered and provisioned either as On-Net Product or Off-Net Product. Ethernet Product includes, without limitation, the following types of Products:

- (a) Metro-E Advanced

4.1.1.2.D The network interface is the LAN interface on the Customer's equipment. The interface types are as follows:

- 10/100T
- 1000T
- 1000LX
- 1000SX
- 10 GigE

4.1.1.2.E

4.1.1.3 Rates and Charges

4.1.1 .3.1 Non-Recurring Charges ("NRC")

Ethernet	On-Net	MAPL	Per	Location	\$2000
All	Off-Net				ICB

The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the Customer.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of On-Net Product(s) and/or Off-Net Product(s) which may vary depending upon the individual circumstance of the Customer and the specifics of the location, whether it is not yet served or underserved and requiring construction or it is already served

Product					Bandwidth (Mbps)	MRC	Range (12- 60 Month Term)
Ethernet	On-Net	MAPL	Per	Location	8000	\$3697	\$2588
Ethernet	On-Net	MAPL	Per	Location	9000	\$3933	\$2753
Ethernet	On-Net	MAPL	Per	Location	10000	\$4169	\$2918

The Company may provide different Bandwidths (Mbps) in accordance with Product availability at specific location(s). The Company and the Customer may negotiate Product Terms greater than 60 months at rates not specified in this table.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of

4.2.1.3 Rates and Charges

4.2.1.3.1 Non-Recurring Charges ("NRC")

MPON	Per	On-Net	Install	ICB
All	Off-Net			ICB

The Company may bill a non-recurring charge(s) required to install and/or provide certain Product(s) at a specific location(s) pursuant to individually negotiated agreement(s) and applicable Order Form(s) between the Company and the Customer.

The Company reserves the right to require additional non-recurring and/or monthly-recurring charges related to the architecture necessary for installation, provision, operation, and/or maintenance of On-Net Product(s) and/or Off-Net Product(s) which may vary depending upon the individual circumstance of the Customer and the specifics of the location, whether it is not yet served or underserved and requiring construction or it is already served and requiring additional construction, where

to the Customer

and/or on Net

30000 Corporate Drive
Montgomery, AL 36117

James M. Biehl, Director
James M. Biehl, Director

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Miscellaneous Fees and Charges

Current Installation Fee: \$2500 per occurrence

Current Restoration Fee: \$1000 per occurrence

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