



December 20, 2018

VIA E-FILING & OVERNIGHT MAIL

Walter Thomas, Jr., Secretary
Alabama Public Service Commission
100 North Union Street, Suite 950
Montgomery, AL 36104

Re: Request for Approval of a TELRIC Transport Amendment to the Traffic Exchange Agreement between CenturyTel of Alabama LLC d/b/a CenturyLink, and Charter Fiberlink-Alabama, LLC - Docket No.

Dear Mr. Thomas:

Pursuant to Alabama Public Service Commission (Commission) Rule T-27 and the Telecommunications Act of 1996 (the Act), attached is an original and one copy of the TELRIC Transport Amendment ("Amendment") to the Traffic Exchange Agreement ("Agreement") between CenturyTel of Alabama LLC d/b/a CenturyLink and Charter Fiberlink-Alabama, LLC ("Charter"). The original Agreement was approved at Docket No. U-4867 on January 16, 2008. This document has been filed with the Commission via the electronic filing system.

Both parties represent that to the best of their knowledge, this Amendment does not discriminate against any other telecommunications carriers and that this Amendment is consistent with the provisions of the Telecommunications Act of 1996. Both parties respectfully request Commission approval of this Amendment.

If there are any questions regarding this matter please contact Jana Hurst at 717-245-6358.

Sincerely,

A handwritten signature in blue ink that reads "John J. Schremser".

John J. Schremser
State Regulatory and Legislative Affairs Director

TELRIC Transport Amendment
to the
Traffic Exchange Agreement
Between
CenturyTel of Alabama, LLC d/b/a CenturyLink
And
Charter Fiberlink-Alabama, LLC
For the State of Alabama

This Amendment ("Amendment") is to the Traffic Exchange Agreement between CenturyTel of Alabama, LLC d/b/a CenturyLink ("CenturyLink"), and Charter Fiberlink-Alabama, LLC ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into a Traffic Exchange Agreement ("Agreement") for service in the State of Alabama that were approved by the Alabama Public Service Commission which was executed by the Parties on October 9, 2007; and

WHEREAS, the U.S. Supreme Court in No. 10-313, et al., *Talk America v. Michigan Bell*, issued a decision that affects the Parties rights and obligations with respect to the pricing of transport for Interconnection Facilities on June 9, 2011; and

WHEREAS, The Parties agreed to amend the Agreement based on the U.S. Supreme Court decision; and

WHEREAS, the Parties agree to amend the Agreement with the TELRIC rates, terms and conditions as contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 and Table 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 and the rates included in Table 1 are intended to supersede

and replace the comparable provisions in the Agreement and be added to the Agreement to the extent that the provision or rate is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representatives. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Charter Fiberlink-Alabama, LLC

DocuSigned by:

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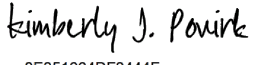
Signature

Peggy L. Giaminetti
Name Printed/Typed

VP, Circuit Operations
Title

5/18/2018
Date

**CenturyTel of Alabama, LLC d/b/a
CenturyLink**

DocuSigned by:

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Signature

Kimberly J. Povirk
Name Printed/Typed

Director Sales Support
Title

5/21/2018
Date

Attachment 1

TELRIC Transport Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for transport used for interconnection.

1. DEFINITIONS

Direct Trunked Transport (DTT): A DS1 or DS3 interoffice facility that connects the CenturyLink Serving Wire Center of the CLEC's Local Interconnection Entrance Facility or Collocation to the terminating CenturyLink Tandem or End Office used exclusively for the transmission and routing of Telephone Exchange Service and Exchange Access.

Local Interconnection Entrance Facility: A DS1 or DS3 facility that extends from CLEC's Switch location or other CLEC Premises to the CenturyLink Serving Wire Center for that CLEC Switch or Premises. A Local Interconnection Entrance Facility may not extend beyond the area served by the CenturyLink Serving Wire Center.

Local Interconnection Trunk or Local Interconnection Trunk Group: One-way or two-way trunks or trunk groups used to exchange Local Traffic between a switch of one Party and a switch of the other Party.

Mid-Span Fiber Meet: An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point within the area served by the CenturyLink Serving Wire Center for the mutual exchange of traffic, subject to the trunking requirements and other terms and provisions of this Agreement. The "point" of Interconnection for purposes of §§251(c)(2) and 251(c)(3) remains on CenturyLink's network. The mutually agreed upon point for the purpose of Interconnection of facilities will be established between the CenturyLink Serving Wire Center and the location of the CLEC switch or other equipment located within the area served by the CenturyLink Serving Wire Center.

Point of Interconnection (POI): A point on CenturyLink's network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is financially responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between CLEC and CenturyLink for the Interconnection of their respective networks.

Serving Wire Center: A CenturyLink building from which dial tone for local Exchange Service would normally be provided to a particular End User Customer premises.

2. INTERCONNECTION TRUNKING REQUIREMENTS

Each Party is financially responsible for transport on its side of each POI. If CLEC chooses to lease the facility from each POI to CLEC's network from CenturyLink and the facility is within CenturyLink's serving territory, CLEC will lease the facility from CenturyLink as defined in Section 2 of this Amendment. Nothing herein shall be read to require CLEC to immediately obtain additional POIs. However, CLEC agrees that it will continue to comply with the terms of the Agreement, including but not limited to the requirements to establish additional POIs based on volume thresholds in existing Interconnection Agreements.

Network Interconnection Methods for Direct Interconnection

2.1.1. Leased Facility

2.1.1.1 Where facilities exist, CLEC may lease facilities from CenturyLink to establish Interconnection through CenturyLink's provision of a DS1 or DS3 Local Interconnection Entrance Facility and Direct Trunked Transport. A Local Interconnection Entrance Facility extends from the CenturyLink Serving Wire Center to CLEC's Switch or other CLEC Premises within CenturyLink's applicable serving area. Local Interconnection Entrance Facilities may not extend beyond the area served by the CenturyLink Serving Wire Center. The rates for Local Interconnection Entrance Facilities are provided in Table 1. Local Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements, or in a manner inconsistent with the requirements of the Agreement. CenturyLink's special access service is available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 3.1.2 of this Amendment when CLEC uses such special access service for multiple services. CenturyLink's Switched Access Services are also available as an alternative to CenturyLink provided Local Interconnection Entrance Facilities, subject to Section 3.1.3 of this Amendment. CLEC may also lease facilities or access services from a third party.

2.1.1.2 To the extent required by Applicable Law, traffic may be delivered to each POI through Collocation arrangements offered by CenturyLink pursuant to this Agreement, a separate Collocation agreement, or the rates, terms and conditions set forth in CenturyLink's applicable Tariff, where such Tariff is available.

2.1.2 Mid Span Fiber Meet.

2.1.2.1 The Parties may interconnect at a Mid Span Fiber Meet subject to the following terms and conditions:

2.1.2.1.1 The Mid Span Fiber Meet, as proposed, must be at a mutually agreeable, economically and technically feasible point between CenturyLink's Serving Wire Center End Office and CLEC's Premises, and will be within the CenturyLink Serving Wire Center.

2.1.2.1.2 The Mid Span Fiber Meet will be subject to reasonable engineering, environmental, safety and security requirements. Such requirements shall include, without limitation, the technical ability to accommodate testing on each side of the mid-span Meet Point and to provide for a point of demarcation between the networks of each party and the ability to control the environment.

2.1.2.1.3 The construction of new facilities for a Mid Span Fiber Meet is only applicable when traffic is roughly balanced.

- 2.1.2.1.4 CenturyLink will provide up to fifty percent (50%) of the facilities needed to connect the networks of the Parties.
- 2.1.2.1.5 CLEC shall establish a CLLI code for the facility ACTL at the Mid-Span Fiber Meet in addition to any other CLLI code required for the trunks in this Agreement.
- 2.1.2.1.6 The Mid Span Fiber Meet will be used exclusively as an Interconnection Facility and cannot be used for other purposes such as Unbundled Network Elements or Access Services.
- 2.1.3 Third Party ILEC Meet Point using Leased Facilities. If CLEC chooses to interconnect with CenturyLink using a third party ILEC Meet-Point arrangement (i.e., leased switched access facilities jointly provisioned by CenturyLink and a third party ILEC), then any portion of such facilities provided by CenturyLink will be ordered from CenturyLink's applicable access tariff.
- 2.1.4 Self-Provisioned. CLEC may construct or otherwise self-provision Interconnection Facilities.
- 2.1.5 CLEC is responsible for provisioning its traffic to interface into CenturyLink's Tandem at the DS1 level, including switch port and any multiplexing necessary for such purposes. If CLEC orders CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of applicable rates from Table 1.
- 2.1.6 CLEC is responsible for provisioning its traffic to interface into CenturyLink's End Office at the DS1 level, including switch port and any multiplexing necessary for such purposes. If CLEC uses CenturyLink Interconnection Facilities for this, the CLEC shall pay the applicable Local Interconnection Entrance Facility, Direct Trunked Transport, and multiplexing rates from Table 1. If CLEC orders CenturyLink's access services for this, the CLEC shall pay based on CenturyLink's applicable access tariff instead of applicable rates from Table 1.

3. INTERCARRIER COMPENSATION FOR TRANSPORT

3.1 Local Interconnection Entrance Facility

- 3.1.1 Recurring and nonrecurring rates for Local Interconnection Entrance Facilities are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities.
- 3.1.2 If CLEC chooses to provision facilities over an existing facility purchased as special access service from the CenturyLink state or FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility charges from Table 1.
- 3.1.3 If CLEC chooses to order Interconnection Facilities as Switched Access Service from the CenturyLink state and FCC access Tariffs, the rates from those Tariffs will apply instead of Local Interconnection Entrance Facility, DTT, and MUX charges from Table 1.

3.2 Recurring rates for Direct Trunked Transport (DTT) are specified in Table 1 and will apply for those DS1 or DS3 facilities dedicated to use as Interconnection and ordered as Interconnection Facilities. Direct Trunked Transport (DTT) is available between the

Serving Wire Center of the Local Interconnection Entrance Facility or Collocation and the terminating and/or transiting Tandem Switch or End Office Switches.

- 3.2.1 When DTT is provided to a Tandem Switch, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch.
- 3.2.2 Rate band shall be determined for DTT based on the combination of the Serving Wire Center and the Tandem Switch or End Office Switch. Pending system conversions may require a change to a new standard DTT rate structure which will be reflected in an amended Table 1.
- 3.2.3 If the Parties elect to establish two-way Local Interconnection Trunks for reciprocal exchange of traffic the cost of the two-way Local Interconnection Entrance Facility and DTT shall be shared among the Parties, based upon the rates in Table 1 and the sharing methodology set forth below.
 - 3.2.3.1 CenturyLink and CLEC will jointly develop a process under which CenturyLink bills CLEC for any DTT and Local interconnection Entrance Facility between the Parties and then determines a method to credit the applicable portion that is CenturyLink's responsibility according to the RUF. This process will be used until CenturyLink can develop an automated process for billing CLEC the amount as reduced by the RUF, based on the portion defined in Section 3.2.3.2. DTT and Local Interconnection Entrance Facility will be billed at the rates in Table 1.
 - 3.2.3.2 CenturyLink's portion of the DTT and Local Interconnection Facility will be based on the factor determined by CenturyLink using the following to assign the minutes for which CenturyLink is responsible:
 - 3.2.3.3 All Local Traffic Minutes of Use (MOU) that CenturyLink originates and sends to CLEC.
 - 3.2.3.4 All CenturyLink originated IntraLATA LEC Toll MOU that CenturyLink sends to CLEC.
 - 3.2.3.5 All other minutes are CLEC's responsibility for purposes of allocating the shared costs.
 - 3.2.3.6 CLEC may bill CenturyLink for CenturyLink's use of the Local Interconnection Entrance Facility and DTT provided by the CLEC on CLEC's side of the POI, which are within the LATA and CenturyLink's serving territory, based on the portion defined in 3.2.3.2 and the rates in Table 1.

3.3 Multiplexing (DS1/DS3 MUX) is available at the rate specified in Table 1. If the Interconnection Facility was ordered as Switched Access Service, then the applicable tariffed rates apply instead of the MUX rates from Table 1. Charter shall have the right to convert such Switched Access Service to the MUX rates from Table 1 under this Agreement, so long as the total facility can be appropriately ordered as Local Interconnection Entrance Facility or Direct Trunked Transport under this Agreement, and is ordered as such.

3.4 Trunk Nonrecurring charges

- 3.4.1 Installation and Disconnect nonrecurring charges may be assessed by the provider for each Interconnection Trunk ordered at the rates in Table 1.
- 3.4.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Interconnection Trunk rearrangement ordered, at one-half (1/2) the rates specified in Table 1.
- 3.4.3 If the Interconnection Facility is ordered as Switched Access Service, then the applicable tariffed trunk nonrecurring charges apply instead of the rates from Table 1.

3.5 The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to CenturyLink's interstate access tariff rates. CenturyLink will use the Facilities Percent VoIP Usage (Facility-PVU) factor in Table 1 to determine the portion of the Local Interconnection Entrance Facility, Direct Trunked Transport, and MUX that shall be deemed the portion of the facility used to carry Toll VoIP-PSTN Traffic.

- 3.5.1 The Facility-PVU factor shall be the percentage of the total traffic CLEC routes to CenturyLink for termination using Local Interconnection Trunks which is Toll VoIP-PSTN Traffic. The Facility-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which the parties will exchange. At the request of either Party, such information will be updated to determine if the Facility-PVU factor continues to be accurate, and if the updated information indicates that an adjustment of the factor is appropriate, the Parties shall amend the Agreement to reflect a more current factor.

4. 911 FACILITIES AND TRUNKING

- 4.1 CenturyLink will provide transport facilities to interconnect CLEC to CenturyLink's Selective Router, at standard CenturyLink rates found in Table 1 or, if ordered as switched or special access, then at the rates found in the appropriate access tariff. Additionally, when diverse facilities are requested by CLEC, CenturyLink will provide such diversity where Technically Feasible and facilities are available at rates found in Table 1 or, if ordered as switched or special access, then at the rates found in the appropriate access tariff.

		DS1	\$128.23	\$362.36
		Disconnect		\$23.79
		DS3	ICB	ICB
		Disconnect		\$23.79
		Interconnection Facilities - Direct Trunk Transport	MRC	NRC
		DS1		\$104.26
		Fixed	\$31.48	
		Per Mile	\$1.35	
		Disconnect		\$23.79
		DS3		\$104.26
		Fixed	\$421.90	
		Per Mile	\$32.84	
		Disconnect		\$23.79
		Interconnection Facilities - Multiplexing	MRC	NRC
		DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$106.48	\$104.26
		Disconnect		\$23.79
		DS3-DS1 (per DS3)	\$173.57	\$104.26
		Disconnect		\$23.79
		Interconnection Facility - Relative Use Factor (RUF)	MRC	NRC
		CLEC-Originated % (Percentage manually input into the billing system)	32%	N/A
		CTL-Originated %	68%	N/A
		Toll VOIP-PSTN Traffic	MRC	NRC
		Toll VoIP-PSTN Traffic	CenturyLink's Interstate or Intrastate Access Tariff	CenturyLink's Interstate or Intrastate Access Tariff
		Facility PVU	0%	
		911 And E911 Transport and Termination		
		911 Facilities	MRC	NRC
		DS1: Muxing requirement determined by CenturyLink and varies by SR	Refer to Local Interconnection Entrance Facility and Direct Trunk Transport Rates	Refer to Local Interconnection Entrance Facility and Direct Trunk Transport Rates
		Multiplexing: DS1-DS0 when combined with Direct Trunk Transport (shelf only, rate does not include cards); (where required by CenturyLink, varies by SR)	\$106.48	\$104.26