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FILE

February 2, 2018

Via Overnight Delivery

Barcy F. McNeal
Secretary of the Commission
Ohio Public Utilities Commission
180 East Broad Street
Columbus, Ohio
Attn: Docketing Division

18-0255-TP-ABN

90-9324-TP-TRF

RE: ALEC LLC Notice of Discontinuance Application and Request to Cancel Certificate

Dear Ms. McNeal:

ALEC LLC ("ALEC") (Certificate No. 90-9324), through undersigned counsel and pursuant to OAC 4901:1-6-25 and 4901:1-6-26, hereby submits the attached Telecommunications Application Form for the withdrawal from the provision of telecommunications services and abandonment of its Certificate of Public Convenience and Necessity and tariff. ALEC requests that the withdrawal and abandonment be effective March 31, 2018, or as soon as the Commission can take appropriate administrative action. ALEC's only customer is an affiliate. Thus, a formal notice to customers is unnecessary. No end-user customers will be impacted by this discontinuance.

Concomitant with this Application and pursuant to 47 CFR § 63.71(a), ALEC hereby provides notice of the Discontinuance Application that it filed with the Federal Communications Commission on January 30, 2018. A copy of the Discontinuance Application is attached.

Please acknowledge receipt of this filing by date-stamping the extra copy and returning it to me in the enclosed self-addressed envelope. Please do not hesitate to contact me if you have any questions about this matter.
Respectfully submitted,

Michael C. Sloan

Counsel to ALEC, LLC

RECEIVED-DOCKETING DIV
2018 FEB -6 PM 12:37
PUCO

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 10-11-2017)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of ALEC LLC

to Withdraw its Certificate and Cancel its Tariff

) TRF Docket No. 90 -
) Case No. - **TP** -
) **NOTE: Unless you have reserved a Case #, leave the**
) **"Case No" fields BLANK.**

Name of Registrant(s) ALEC LLC
DBA(s) of Registrant(s) ALEC
Address of Registrant(s) 250 W. Main St., Suite 1920 Lexington, KY 40507
Company Web Address www.momentum.com
Regulatory Contact Person(s) Mark Hayes Phone (859) 721-4224 Fax (859) 721-4201
Regulatory Contact Person's Email Address mark.hayes@momentumtelecom.com
Contact Person for Annual Report Mark Hayes Phone _____
Address (if different from above) _____
Consumer Contact Information Mark Hayes Phone _____
Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Ohio Administrative Code 4901:1-6.

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code 4901:1-7, and Wireless is Pursuant to Ohio Adm.Code 4901:1-6-24.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the PUCO.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s).
B	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	For Profit ILEC	Not For Profit ILEC	CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)</u> (0 day)
BLES withdrawal			<input checked="" type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain)	Withdrawal and Abandonment pursuant to 4901:1-6-25 and 4901:1-6-26.		

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent: Not applicable. ALEC has no customers other than an affiliate. No end-user customers will be impacted.				

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

*Supplemental Certification forms can be found on the PUCO webpage.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input checked="" type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

*Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the PUCO's webpage for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <u>1-3-04</u> (Auto 60 days)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, ALEC LLC, and am authorized to make this statement on its behalf.
Michael C. Sloan
(Name)

Please check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the State of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the State of Ohio.

☒ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm.Code 4901:1-6-7. *ALEC has no customers that will be impacted*

I declare under penalty of perjury that the foregoing is true and correct.

Executed on
(Date) February 2, 2018 at (Location) 1919 Pennsylvania Ave., Suite 800 Washington, DC 20006

*Signature and
Title

Michael C Sloan

Date *2-2-2018*

**This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, , verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*Signature and
Title

Michael C Sloan
Counsel to ALEC LLC

Date *2-2-2018*

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

File document electronically as directed in case number 06-900-AU-WVR
or

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793

LIST OF EXHIBITS AND ATTACHMENTS

- Exhibit A** Existing Tariff Pages
- Exhibit B** Revised Tariff Pages – NOT APPLICABLE (see Description)
- Exhibit C** Description of change
- Exhibit D** Customer notice and affidavit - – NOT APPLICABLE (see Description)
- Exhibit E** FCC Application to Discontinue Service Pursuant to 47 CFR § 63.71

EXHIBIT A
(Existing Tariff)

TITLE PAGE
OF
OHIO ACCESS SERVICES TARIFF
OF
ALEC, LLC

This tariff, filed with the Public Utility Commission of Ohio,
contains the rates, terms, and conditions applicable to
Access Services offered by ALEC, LLC
within the State of Ohio.

Copies may be inspected during normal business hours
at the Company's principal place of business at
250 W. Main Street, Suite 1920, Lexington, KY 40507.

CHECK SHEET

Current pages in this tariff are as follows:

<u>Page</u>	<u>Revision</u>
Title Page	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
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21	Original
22	Original

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below and shall appear in the right margin of the sheet.

- (C) To signify changed regulation.
- (D) To signify discontinued rate, regulation, or condition.
- (I) To signify increased rate.
- (M) To signify that material has been transferred from another sheet or place in the tariff.
- (N) To signify new rate, regulation, or condition.
- (R) To signify reduced rate.
- (T) To signify a change in text, but no change in rate or regulation.

TARIFF FORMAT

A. Sheet Numbering - Sheet 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 Page 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.O. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the P.U.C.O follows in its tariff approval process, the most current sheet number on file with the P.U.C.O is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the P.U.C.O, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the P.U.C.O.

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Service: The terminating access service provided under this Tariff, in which Company offers the termination of interexchange telecommunications traffic to Company's local exchange or exchange access subscribers, which may include VoIP service providers that undertake to deliver communications to their customers.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

Commission: the Public Utilities Commission of Ohio.

Company: ALEC, LLC, the issuer of this tariff.

Customer: The firm, corporation, or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

End User: Any individual, association, corporation, governmental agency, or any other carriers authorized to provide service in the state of Ohio, or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, or corporation engaged in the provision of local exchange telephone service.

SECTION 1 - DEFINITIONS (CONT'D)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

Interstate: For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points located in different states within the United States or between one or more points in the United States and at least one international location.

Intrastate: For the purpose of this tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between one or more originating and terminating points, all located within the same state.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 8 2-019 2 for the provision and administration of communications services and approved by the Public Utilities Commission of Ohio".

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

SECTION 1 - DEFINITIONS (CONT'D)

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Pre-subscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

Primary Interexchange Carrier (PIC): The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non- local calls.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The date upon which routing of Customer calls to the Company begins.

Service Order: The written request for Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

SECTION 2 - UNDERTAKING OF THE COMPANY**2.1 Description of Service**

Company offers terminating access service, in which it offers the use of its facilities (which it may lease from other parties) for the transmission of communications from Customer to Company's local exchange or exchange access subscribers, which may include third party service providers that undertake to deliver communications to their customers.

2.2 Shortage of Equipment or Facilities

2.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.

2.2.2 Service is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.3 Liability of the Company

2.3.1 Service is available on a best-efforts, as-is, as-available basis, and the liability of the Company for damages arising out of the furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of the Service or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the amount that Customer paid to Company for the Service from which the claim arose. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or any user of Customer's services as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or its agent; acts or omissions of suppliers or other carriers; national emergencies, insurrections, riots, wars, cable cuts, unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.3.3 No action or proceeding against the Company shall be commenced more than one year after the Service is rendered.

2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the Company; due to the failure or malfunction of Customer provided equipment or facilities; or in connection with any service, facilities, or equipment provided by a third party.

- 2.3.5 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)

2.4 Special Construction

2.4.1 General

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

- 2.4.1.1 where facilities are not presently available and there is no other requirement for the facilities so constructed;
- 2.4.1.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.4.1.3 where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.4.1.4 where facilities are requested in a quantity greater than that which the Company would normally construct;
- 2.4.1.5 where installation is on an expedited basis;
- 2.4.1.6 on a temporary basis until permanent facilities are available;
- 2.4.1.7 installation involving abnormal costs; or
- 2.4.1.8 in advance of its normal construction schedules.

2.4.2 Basis For Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- 2.4.2.1 nonrecurring type charges;
- 2.4.2.2 recurring type charges;

2.4.2.3 termination liabilities; or

2.4.2.4 combinations thereof.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.4 Special Construction (Cont'd)****2.4.3 Basis for Cost Computation**

2.4.3.1 cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

2.4.3.1.1 equipment and materials provided or used,

2.4.3.1.2 engineering, labor and supervision,

2.4.3.1.3 transportation, and

2.4.3.1.4 rights of way;

2.4.3.2 cost of maintenance;

2.4.3.3 depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

2.4.3.4 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

2.4.3.5 license preparation, processing and related fees;

2.4.3.6 tariff preparation, processing and related fees;

2.4.3.7 any other identifiable costs related to the facilities provided; or

2.4.3.8 an amount for return and contingencies.

2.4.4 Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

2.4.5 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

A. The period in which the termination liability will be based shall be the full term of the contract (the written agreement established under Section 2.4.4) between the Company and the Customer.

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

-
- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
 - 2) License preparation, processing and related fees;
 - 3) Cost of removal and restoration, where appropriate; and
 - 4) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation of the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 2.4.4 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 2.4.4 preceding shall be adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

SECTION 2 - UNDERTAKING OF THE COMPANY (CONT'D)**2.5 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in any of the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.6 Governmental Authorizations

The provision of Service is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Service into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or other applicable authority, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER**3.1 General**

The Customer shall be responsible for the following:

- 3.1.1 Payment of all applicable charges pursuant to this tariff;
- 3.1.2 Damage to or loss of the Company's facilities or equipment caused by the Customer's or the users of its services' acts or omissions or noncompliance with Company's tariffs; or by fire or theft or other casualty on the Customer's or its users' assets or premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 3.1.3 Providing at no charge, as specified from time to time by the Company, any personnel, equipment space and power needed to operate the Company facilities and equipment installed on the premises of the Customer, and the level of heating, ventilation, air conditioning, and access necessary to maintain the proper operating environment for such facilities and equipment on such premises;
- 3.1.4 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment;
- 3.1.5 Identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) or condition prior to any construction or installation work;
- 3.1.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment or the rights-of-way for which Customer is responsible under this tariff; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time, with reasonable notice for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service removing the facilities or equipment of the Company;
- 3.1.7 Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.1.8 Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which time Service is interrupted for such purposes.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.2 Resale and Sharing**

Service may be resold to or shared with other persons at the option of Customer, subject to the requirements of this Tariff. Customer remains solely responsible for all use of the Service ordered by it or billed to its telephone number(s) for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

3.3 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

3.4 Prohibited Uses

- 3.4.1 Service shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer.
- 3.4.2 The Company may require applicants for Service who intend to use the Service for resale and/or for shared use to provide a letter to the Company confirming that their use of the Service complies with this tariff, Commission regulations, policies, orders, and decisions, and any other relevant law.
- 3.4.3 The Company may, without the consent of Customers, assign any rights, privileges, or obligations under this tariff. Customers shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of the rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, or disposition without such consent shall be null and void.
- 3.4.4 The Company may require a Customer to immediately shut down its transmission of signals if that transmission is causing interference to others or otherwise degrading the Company's network or services being provided to other customers.
- 3.4.5 A Customer may not use the Service so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 3.4.6 A Customer shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly provided with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.5 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for the following:

- 3.5.1 Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or its employees, agents, representatives, customers, or invitees.
- 3.5.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service and facilities in a manner not contemplated by the agreement between Customer and the Company.
- 3.5.3 Any claim of any nature whatsoever brought by a user of Customer's services with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this tariff.

3.6 Jurisdictional Reporting

Customer will determine the jurisdiction of domestic calls using the NPA-NXX or Country Code of the originating caller as received from Customer and the NPA-NXX or Country Code of the called party. Customer agrees not to directly, or cause indirectly using a third party, strip, change, or in any way manipulate the number of the calling party associated with each individual call, and to maintain call records showing the originating numbers for each call, to the extent those originating numbers are passed to Customer with the call. Any call for which Customer is unable to determine the jurisdiction may be billed based upon the percentage of interstate use ("PIU") provided by the Customer in the applicable Service Order. Customer certifies that any PIUs provided to Customer is and will be true and correct to the best of its knowledge and have been or will be determined in accordance with all applicable laws and regulations and the terms of this Service Schedule and the Agreement.

Effective on the first of January, April, July and October of each year, Customer may update the jurisdictional reports that require a projected PIU. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised PIU showing the interstate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate and intrastate use. Except where jurisdiction can be determined from the recorded message detail, the revised PIU will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e., February, May, August, and November) for that service. No prorating or back billing will be done based on the revised PIU. If the Customer does not supply the PIU, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly PIU has never been received from the Customer, the Company will assume the percentage to be 50% interstate and 50% intrastate.

SECTION 3 - OBLIGATIONS OF THE CUSTOMER (CONT'D)**3.6 Jurisdictional Reporting (Cont'd)**

3.6.1 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm. Unresolved disputes regarding the accuracy of a PIU are subject to the dispute resolution procedures set forth in Section 4.7.

3.6.2 Traffic Measurement and Identification

Pursuant to rule 4901:1-7-12 (B)(1), all telephone companies, including Commercial Mobile Radio Services providers, exchanging reciprocal compensation traffic and switched access traffic shall measure minutes-of-use for compensation purposes if technically and economically feasible, unless they mutually agree to a different arrangement in an interconnection agreement. However, telephone companies that are unable to measure traffic terminating on their network may use an allocation factor between the types of traffic in order to bill the originating telephone company. All telephone companies are required to maintain such records of traffic measurement, which will be subject to audits for validation of traffic jurisdiction upon request of the interconnecting telephone company.

SECTION 4 - TERMS AND CONDITIONS**4.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer, regardless of whether those services are used by the Customer itself or are resold or shared with other persons.

4.2 Orders for Service

Orders for Service are deemed made by the Customer, and initiation of the respective obligations of the parties as set forth in this tariff takes place, upon the routing of the Customer calls to and from the Company.

4.3 Billing and Collection of Charges

4.3.1 Charges are due and payable within 30 days after the date an invoice is transmitted to the Customer by the Company.

4.3.2 The Company will begin billing the Customer on the Service Commencement Date, and billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

4.3.3 If the Company receives any portion of the payment after the date due, or if the Company receives any portion of the payment in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment for regulated telecommunications services not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.3.4 For any check the Company receives from the Customer that is returned to the Company due to insufficient funds, uncollected funds, or closed account, the Company will assess a \$35.00 fee on the Customer for each check returned.

4.3.5 Ordering, Rating and Billing of Service where more than one exchange carrier is involved will be handled as follows:

Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective tariff. Under a Meet Point Billing arrangement, the Company will bill for charges for traffic terminated or originated by the Company.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). For terminating access services provided via joint arrangements with other local exchange carriers, Company provides the transport, common line, and switching components of the Service, or the functional equivalent thereof.

SECTION 4 - TERMS AND CONDITIONS (CONT'D)**4.4. Advance Payments**

- 4.4.1 To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.
- 4.4.2 A customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due for regulated telecommunications services and may be required to pay reconnect charges.

4.5 Discontinuance of Service

- 4.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days prior written notice discontinue or suspend Service without incurring any liability.
- 4.5.2 Upon violation of any other material terms or conditions for furnishing service, the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.
- 4.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 4.5.4 Upon any governmental prohibition or required alteration of the Service to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

4.6 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. The Customer shall be responsible for paying any such taxes that subsequently become applicable retroactively.

SECTION 4 - TERMS AND CONDITIONS (CONT'D)**4.7 Disputed Bills**

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received within 60 days of the date Customer receives the bill, the bill statement shall be deemed to be correct and payable in full by Customer. When Customer makes a timely written dispute, Company will make such investigation as is required by the particular case and shall report the results of its investigation to Customer. If the Customer and the Company is unable to resolve the dispute to their mutual satisfaction, either party may file a complaint with the Commission in accordance with the Commission's rules of procedures.

4.8 Notices

All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

4.9 Governing Law

This tariff shall be interpreted and governed under the laws of the State of Ohio.

4.10 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

SECTION 5 - CUSTOMER EQUIPMENT AND CHANNELS**5.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Service is designed primarily for the transmission of voice-grade telephonic signals. A Customer may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in this tariff, the Company does not guarantee that the Service will be suitable for purposes other than voice-grade telephonic communication.

5.2 Tests and Adjustments

The Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition.

5.3 Inspections

5.3.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that Customers are complying with the requirements of this tariff.

5.3.2 The Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving the notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do so, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

SECTION 6 – RATES

6.1 Terminating Access Service

Terminating Access Service for intrastate calls is billed at the rate of \$0.005414 per minute for each completed call, with a minimum charge for one minute and additional charges for each additional six second increment or fraction thereof.

6.2 Optional Features

Various optional features may be available and will be priced on an individual case basis. All optional features contracts will be filed with the Public Utilities Commission of Ohio.

SECTION 6 – RATES (CONT'D)**6.4 IntraLATA PIC Change Charge**

IntraLATA Presubscription Change Charge, per line:

Manual PIC Change:	\$5.50
Electronic PIC Change:	\$1.25

When the interLATA and intraLATA PICs are changed simultaneously, 50% of the intraLATA PIC Change Charge will be waived.

6.5 Unauthorized PIC Change

If a carrier requests a Primary Interexchange Carrier (PIC) change on behalf of a billed party (e.g., an end user), and the billed party subsequently denies requesting the change, and the carrier is unable to substantiate the change with a letter of authorization signed by the billed party; then:

The billed party will be reassigned to their previously selected carrier. No charge will apply to the billed party for this reassignment.

Unauthorized PIC Change	\$18.00
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6.6 Expedited PIC Switchback Service

This service provides an expedited method of handling a disputed PIC change on behalf of the end user or its authorized agent.

If the change has occurred within the past 90 days, the end user or its authorized agent will be credited the PIC change charge assessed for the disputed change in PIC, and will be immediately switched back to the former PIC at no charge to the end user. The PIC Switchback Charge will apply to the carrier that requested the PIC Switchback to expedite the switchback to the end user's or its authorized agent's former PIC.

Expedited PIC Switchback	\$10.00
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Exhibit C
(Description)

The operations of ALEC, LLC are being discontinued. As a result, ALEC is canceling its Certificate of Public Convenience and Necessity (Certificate No. 90-9324) and withdrawing its tariffs. A copy of its current tariff is attached at Exhibit A. Because there is no revised tariff, Exhibit B is inapplicable. ALEC has no customers other than its affiliate. Therefore, no customer notices are required. No end-user customers of any service provider will be impacted by ALEC's discontinuance of service.

Exhibit E
FCC Discontinuance Application

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

<i>In the Matter of</i>)	
)	
Section 63.71 Application of)	WC Docket No. _____
)	
ALEC, LLC)	
)	File No. _____
For Authority Pursuant to Section 214 of)	
The Communications Act of 1934, As)	
Amended, To Discontinue the Provision of)	
Service)	
)	
)	

SECTION 63.71 APPLICATION OF ALEC, LLC

ALEC, LLC (“ALEC”) applies for authority under Section 214(a) of the Communications Act, as amended (“the Act”)¹, and Section 63.71 of the Commission’s rules,² to discontinue ALEC’s provision of interstate access service in Alabama, Arkansas, Florida, Georgia, Idaho, Illinois, Kentucky, Louisiana, Mississippi, Nevada, North Carolina, Ohio, South Carolina, Tennessee, Texas, and Wisconsin.

ALEC provides the following information pursuant to Section 63.71 of the Commission’s rules:

1. *Name and Corporate Headquarters Address of Carrier*

ALEC, LLC
250 W. Main Street, Suite 1920
Lexington, KY 40507

¹ 47 U.S.C. § 214.

² 47 CFR § 63.71.

Correspondence concerning this Application should be sent to:

Michael C. Sloan
Davis Wright Tremaine LLP
1919 Pennsylvania Ave. NW
Suite 800
Washington, DC 20006-3401
Telephone: 202.973.4227
Fax: 202.973.4427
Email: michaelsloan@dwt.com

2. Date of Planned Service Discontinuance:

ALEC plans to discontinue the services that are the subject of this Application on or about March 31, 2018, pending federal and state regulatory approval.

3. Points of Geographic Areas of Service Affected:

ALEC proposes to discontinue providing service in the following jurisdictions: Alabama, Arkansas, Florida, Georgia, Idaho, Illinois, Kentucky, Louisiana, Mississippi, Nevada, North Carolina, Ohio, South Carolina, Tennessee, Texas, and Wisconsin. If the Application is granted, ALEC will no longer provide service anywhere in the United States.

4. Brief Description of Types of Service Affected and Reason for Discontinuance:

ALEC proposes to discontinue its terminating access service that it provides to its only customer, Momentum Telecom, Inc. ("Momentum"), an affiliate of ALEC, in the locations described above. To the extent necessary, Momentum will purchase services previously provided by ALEC from third-parties.

5. Brief Description of the Dates and Methods of Notice to All Affected Customers:

ALEC understands that Section 63.71(a) of the Commission's rules requires that ALEC provide written customer notice of the planned discontinuance of the affected services.³ However, since ALEC's only customer is Momentum, which is also an affiliate of ALEC, ALEC

³ 47 CFR § 63.71(a).

requests that the Commission waive the requirement to provide written customer notice of the planned discontinuance. Momentum is fully aware of the discontinuance. In fact, the actions of Momentum are the cause of ALEC's proposed discontinuance.

6. *Whether the Carrier is Considered Dominant or Non-dominant with Respect to the Service to be Discontinued.*

ALEC is considered non-dominant in all locations it serves with respect to the service that will be discontinued.

7. *Other Information.*

In accordance with Section 63.71(a) of the Commission's rules,⁴ a copy of this Application is being mailed concurrently with its filing to the entities listed on the attached certificate of service.

Conclusion

The public convenience and necessity will not be adversely affected by the discontinuance of the services described herein. ALEC's only customer, an affiliate, has advance notice of the proposed discontinuance and has access to several readily available substitute services. Therefore, ALEC respectfully requests that the Commission approve its Section 63.71 Application to discontinue the affected service.

Respectfully Submitted,

/s/ Michael C. Sloan

Michael C. Sloan
Davis Wright Tremaine LLP
1919 Pennsylvania Ave., NW
Washington, DC 20006

Counsel to ALEC, LLC

January 30, 2018

⁴ See *id.*

CERTIFICATE OF SERVICE

I, Christopher Cook, do hereby certify on this 30th day of January, 2018 that a true and correct copy of the foregoing "Section 63.71 Application of ALEC, LLC" has been sent via U.S. mail, postage prepaid to the following:

Secretary of Defense
Attn. Special Assistant for Telecommunications
Pentagon
Washington, DC 20301

Office of the Governor
State Capitol
600 Dexter Avenue
Montgomery, AL 36130

Alabama Public Service Commission
100 North Union Street, Suite 850
Montgomery, AL 36104

Office of the Governor
500 Woodlane Street
Little Rock, AR 72201

Arkansas Public Service Commission
1000 Center Building
Little Rock, AR 72201

Office of the Governor
The Capitol
400 South Monroe Street
Tallahassee, FL 32399

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Office of the Governor
206 Washington Street
111 State Capitol
Atlanta, GA 30334

Georgia Public Service Commission
244 Washington Street, SW
Atlanta, GA 30334

Office of the Governor
State Capitol
P.O. Box 83720
Boise, ID 83720

Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83720

Office of the Governor
207 State House
Springfield, IL 62706

Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

Office of the Governor
700 Capital Avenue, Suite 100
Frankfort, KY 40601

Kentucky Public Service Commission
2011 Sower Boulevard
Frankfort, KY 40601

Office of the Governor
P.O. Box 94004
Baton Rouge, LA 70804

Louisiana Public Service Commission
602 North Fifth Street
P.O. Box 91154
Baton Rouge, LA 70821

Office of the Governor
P.O. Box 139
Jackson, MS 39205

Office of the Governor
State Capitol Building
101 North Carson Street
Carson City, NV 89701

Office of the Governor
20301 Mail Service Center
Raleigh, NC 27699

Office of the Governor
Riffe Center, 30th Floor
77 South High Street
Columbus, OH 43215

Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

Office of the Governor
1st Floor, State Capitol
Nashville, TN 37243

Office of the Governor
P.O. Box 12428
Austin, TX 78711

Office of the Governor
115 East Capitol
Madison, WI 53702

Mississippi Public Service Commission
501 North West Street
Woolfolk State Office Bldg.
Jackson, MS 39201

Nevada Public Utilities Commission
1150 East William Street
Carson City, NV 89701

North Carolina Utilities Commission
430 North Salisbury Street
Raleigh, NC 27603

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29201

Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, TX 78711

Public Service Commission of Wisconsin
601 North Whitney Way
Madison, WI 53705

/s/ Christopher Cook
Christopher Cook

For assistance with using ECFS, please contact the ECFS Help Desk at 202-418-0193 (tel:+12024180193) or via email at ECFSHelp@fcc.gov (mailto:ECFSHelp@fcc.gov).

Non-Docketed Filing

1 **Filing** 2 **Review** 3 **Confirmation**

FCC Inbox:	INBOX-63.71 : Section 214 Domestic Discontinuance Application
Confirmation #:	20180130962420708
Submitted:	Jan 30, 2018 12:26:12 PM
Status:	RECEIVED
Name(s) of Filer(s)	ALEC, LLC
Law Firm(s)	Davis Wright Tremaine LLP
Attorney/Author Name(s)	Michael C. Sloan
Primary Contact Email	christophercook@dwt.com
Type of Filing	APPLICATION
Address of	Law Firm
Address	1919 Pennsylvania Ave. NW Suite 800, Washington, DC, 20006
Email Confirmation	Yes

For assistance with using ECFS, please contact the ECFS Help Desk at 202-418-0193 (tel:+12024180193) or via email at ECFSHelp@fcc.gov (mailto:ECFSHelp@fcc.gov).

Federal Communications Commission
445 12th Street SW, Washington, DC 20554
Phone: 1-888-225-5322
TTY: 1-888-835-5322
Videophone: 1-844-432-2275
Fax: 1-866-418-0232

Contact Us (<https://www.fcc.gov/contact-us>)