

S T O L L | K E E N O N | & | P A R K | L L P

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February 8, 2005

RECEIVED
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PUBLIC SERVICE
COMMISSION

Ms. Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40601

Case 2005-00071

RE: BellSouth Telecommunications Tariff Transmittal KY 2004-141

Dear Ms. O'Donnell:

Enclosed please find an original and 10 copies of Cinergy Communications Company's motion to suspend the referenced tariff filing. The tariff filing has a proposed effective date of February 21, 2005 and has been assigned the filing ID number TFS2005-00073 by the Tariff Branch.

This motion asks the Commission to consolidate review of this tariff with Case No. 2004-00501. Accordingly, we are serving this motion on parties to that case.

An additional copy of this filing is enclosed. Please indicate receipt of this filing by your office by placing your file stamp on the extra copy and returning to me via the enclosed, self-addressed, stamped envelope.

Sincerely,



Douglas F. Brent
Counsel for Cinergy Communications
Company

DFB:jms

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BellSouth Telecommunications, Inc.'s Proposed)	
Revisions to its Access Services)	
Tariff to Address Commingling of)	Case No. 2005-00 <u>071</u>
of Unbundled Network Elements with Access)	
Services and Changes to Credit Allowances)	

MOTION TO SUSPEND AND INVESTIGATE TARIFF AND TO CONSOLIDATE

Cinergy Communications Company (“CCC”), by its undersigned counsel, hereby requests that the Commission suspend BellSouth tariff transmittal KY 2004-141 for investigation. In addition, CCC requests that the Commission’s review of the referenced tariff be consolidated with Case No. 2004-00501, which deals in part with the same subject matter. The basis for this request is as follows.

On January 18, 2005, BellSouth submitted to the Commission access tariff revisions, which were assigned the filing ID number TFS2005-00073 by the Tariff Branch. The proposed tariff revisions list an effective date of February 21, 2005. CCC understands these proposed tariff provisions are represented as mirroring regulations currently provided in BellSouth’s FCC No. 1 tariff. BellSouth’s Executive Summary states the tariff provides that unbundled network elements (“UNEs”) may be connected, combined or attached to BellSouth Access Services. This process of combining UNEs with Access Services is referred to as “commingling”.

CCC recently informed the Commission that although BellSouth’s federal tariff and FCC regulations already require “commingling” of access services like ADSL transport and UNEs purchased pursuant to an interconnection agreement, BellSouth has refused to provide

commingling or engage in good faith change of law negotiations with CCC regarding commingling.¹ Having raised the issue of commingling in an active proceeding, CCC is now concerned that BellSouth may be intending to use the state tariff revision process in an attempt to undercut CCC's interconnecton rights related to commingling under the FCC rules.

Moreover, the proposed tariff also contains a new provision that would disallow the credit for service interruptions related to commercial power failures whenever UNEs are commingled with Access Services (Section E2.4.4.C.10). The disallowance of credits for service interruptions in the case of commingled UNEs and Access Services is unreasonably discriminatory and unjustified. Like the language related to commingling, the tariff language related to power interruptions also may be contrary to interconnection agreements. CCC objects to the extent that BellSouth may construe the tariff as affecting CCC's rights to receive service credits for service interruptions involving commingled services under its interconnection agreements with BellSouth.

¹ Case No. 2004-00501, Comments of Cinergy Communications Company (January 24, 2005).

Wherefore, CCC requests that the Commission issue an order: 1) suspending the referenced tariff prior to its proposed effective date; and 2) consolidating the review of the proposed tariff with Case No. 2004-00501.²

Respectfully submitted,

CINERGY COMMUNICATIONS COMPANY

By Robert A. Bye by DFB

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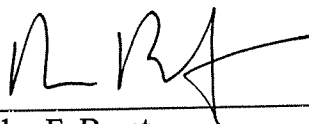
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ATTORNEYS FOR CINERGY COMMUNICATIONS
COMPANY

² CCC has already urged the Commission to consolidate all change of law issues into a single proceeding.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Motion of Cinergy Communications Company was served upon Dorothy Chambers, counsel for BellSouth Telecommunications, Inc., and upon all parties to Case No. 2004-00501 this 8th day of February, 2005.



Douglas F. Brent

Ms. Beth O'Donnell
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January 18, 2005

Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40602-0615

Dear Ms. O'Donnell:

Enclosed are revised pages in Section E2 of the Access Services Tariff that revises general regulations to mirror regulations currently provided in BellSouth's FCC No. 1 tariff. See the attached Executive Summary for a description of the proposed tariff. The following support information is attached:

Attachment A	Executive Summary
Attachment B	Proposed Tariff

Should you or the staff have any questions concerning this filing or need additional information, Mike Hayden, of my staff, is familiar with this matter and can be reached on (502) 582-8180.

Very truly yours,

A handwritten signature in cursive script that reads "Joan A. Coleman".
Joan A. Coleman



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January 18, 2005

Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40602-0615

Dear Ms. O'Donnell:

Pursuant to the rules governing tariffs effective August, 2000, I hereby certify that I am the Regulatory Vice President of BellSouth Telecommunications, Inc., a utility furnishing telephone service within the Commonwealth of Kentucky, which on the eighteenth day of January, 2005, issued revised sheets of its Intrastate Tariffs to be effective February 21, 2005, and canceling the previously effective sheets as follows:

Access Services Tariff

- E - Subject Index 8th Revised Page 3
- Subject Index 3rd Revised Page 21

- E2 - Contents 3rd Revised Page 1
- 2nd Revised Page 5
- 2nd Revised Page 6
- 5th Revised Page 13.1
- 2nd Revised Page 14
- 12th Revised Page 20
- 8th Revised Page 27

On the eighteenth day of January 2005, notice to the public of the issuing of same was given in all respects as required by Section 2 of Regulation KAR 5:011.

Given under my hand the eighteenth day of January 2005.

Very truly yours,

A handwritten signature in cursive script that reads "Joan A. Coleman".
Joan A. Coleman

EXECUTIVE SUMMARY

INTRODUCTION

This filing makes revisions to Section E2 of the Access Services Tariff to mirror regulations currently provided in BellSouth's FCC No. 1, Section 2, which specifies that unbundled network elements (UNEs) and combinations of UNEs can be commingled with BellSouth's Access Services. The FCC No. 1 regulations became effective October 17, 2003.

DESCRIPTION OF PRESENT TARIFF

Section E2 of the Access Services Tariff does not currently address commingling of UNEs with Access Services.

RATIONALE FOR PROPOSED TARIFF

BellSouth is mirroring regulations currently provided in its FCC No. 1 tariff to state that carriers who obtain UNEs or combinations of UNEs pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Company, may connect, combine, or otherwise attach such UNEs or combinations of UNEs to Access Services purchased under this tariff except to the extent such agreement explicitly: 1) prohibits such commingling; or 2) requires the parties to complete the procedures set forth in the agreement regarding change of law prior to implementing such commingling.

Other regulations being added in this filing to mirror FCC No. 1, Section 2 include:

- 1) Adding definitions for Commingling and for Unbundled Network Elements;
- 2) Adding regulations to specify that when UNEs or combinations of UNEs are commingled with Access Services, the Company will not allow credit for service interruptions;
- 3) Adding other regulations specifying when credit allowances will not apply.

CUSTOMER EFFECTS

This filing will not impact existing customers.

REVENUE IMPACT

Not applicable.

CONCLUSION

The approval of this filing will assure that customers subscribing to BellSouth's Access Services are governed by the same general regulations whether they purchase service from Interstate or Intrastate Access Tariffs.

E2. GENERAL REGULATIONS

E2.2 Use

E2.2.1 Interference Or Impairment

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A. preceding, the Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in E2.4.4.A. and B. following is not applicable.

E2.2.2 Unlawful Use

The service provided under this Tariff shall not be used for an unlawful purpose.

E2.2.3 Commingling

- A. Except as provided in Section 51.318 of the Federal Communications Commission's rules, telecommunications carriers who obtain unbundled network elements (UNEs) or combinations of UNEs pursuant to a Statement of Generally Available Terms, under Section 252 of the Act, or pursuant to an interconnection agreement with the Telephone Company, may connect, combine, or otherwise attach such UNEs or combinations of UNEs to Access services purchased under this Tariff except to the extent such agreement explicitly:
 - (1) prohibits such commingling; or
 - (2) requires the parties to complete the procedures set forth in the agreement regarding change of law prior to implementing such commingling.
- B. The rates, terms, and conditions of this Tariff will apply to the Access Services that are commingled.
- C. UNEs or combinations of UNEs that are commingled with Access Services are not included in the shared use provisions of this Tariff.

E2.3 Obligations Of The Customer

E2.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this Tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

E2.3.2 Ownership Of Facilities And Theft

Facilities utilized by the Company to provide service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

E2.3.3 Equipment Space And Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company services.

E2.3.4 Reserved For Future Use

Material previously appearing on this page now appears on page(s) 6 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation

(M)

E2. GENERAL REGULATIONS

E2.3 Obligations Of The Customer (Cont'd)

E2.3.5 Reserved For Future Use

(M)

E2.3.6 Availability For Testing

(M)

The services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

(M)

E2.3.7 Balance

All signals for transmission over the services provided under this Tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E2.3.8 Design Of Customer Services

Subject to the provisions of E2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

E2.3.9 References To The Company

The customer may advise End Users that certain services are provided by the Company in connection with the service the customer furnishes to its End Users; however, the customer shall not represent that the Company jointly participates in the customer's services.

E2.3.10 Reserved For Future Use

E2.3.11 Claims And Demands For Damages

- A. With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this Tariff, any circuit, apparatus, system or method provided by the customer.
- B. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or demands, including punitive damages, attorney's fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- C. The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this Tariff.

E2.3.12 Reserved For Future Use

E2.3.13 Coordination With Respect To Network Contingencies

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

Material appearing on this page previously appeared on page(s) 5 of this section.

All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements And Credit Allowances (Cont'd)

E2.4.4 Credit Allowance For Service Interruptions (Cont'd)

- B. When a Credit Allowance Applies (Cont'd)
3. For BellSouth SWA service and BellSouth Directory Assistance Access service, usage sensitive rate elements no credit shall be allowed for an interruption of less than twenty-four hours. The customer shall be credited for an interruption of twenty-four hours or more at the rate applicable for the service involved, for each period of twenty-four hours or major fraction thereof that the interruption continues. In the case of service billed based upon actual usage, no credit allowance is applicable. (T)
 4. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed
 - a. the sum of the monthly rates or
 - b. the assumed minutes of use charge for the service interrupted in any one monthly billing period.
 5. For certain Special Access (a.k.a. BellSouth SPA) services (Wideband Digital, WD1-3; Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth SPA High Capacity), HC1), any period during which the error performance is below that specified for the service will be considered as an interruption. (T)
 6. Service interruptions for Specialized Service or Arrangements provided under the provisions of Section E12. of this Tariff shall be administered in the same manner as those set forth in E2.4.4. unless other regulations are specified with the Individual Case Basis filing.
 7. For the channels used with BellSouth Managed Shared Ring service or SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network), failure by the Company to meet the performance guarantee described in E7.5.1 of this Tariff will prompt the credit described in that Section. The combined total of the credit allowance during a month for failure to meet the performance guarantee in E7.5.1 of this Tariff for BellSouth Managed Shared Ring and SMARTGate service (a.k.a. BellSouth Managed Shared Ring) in E6.7.26 and E7.5.1 of this Tariff, as applicable, and the credit for service interruption contained in this section shall not exceed the monthly rate for the portion of the service affected. (T)
 8. For BellSouth Wavelength service, a credit for a service interruption of thirty minutes or more per occasion shall be 100 percent of the monthly charges for the BellSouth Wavelength service. A customer must report the outage in order to receive service outage credit. The total credit received in any month shall not exceed the monthly rate for the service. (T)
- C. When A Credit Allowance Does Not Apply
- No credit allowance will be made for:
1. Interruptions caused by the negligence of the customer, *the customer's end user or the customer's authorized agent*. (C)
 2. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
 3. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements And Credit Allowances (Cont'd)

E2.4.4 Credit Allowance For Service Interruptions (Cont'd)

C. When A Credit Allowance Does Not Apply (Cont'd)

4. Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in B. preceding applies.
5. Interruptions of a service, which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in Section E14 for Special Construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
6. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. Periods of temporary discontinuance as set forth in E2.2.1.B. preceding.
8. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
9. Periods of interruption as set forth in E13.3.1.
10. Interruptions of a service due to commercial power failure. (N)
11. Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control. (N)
12. When unbundled network elements (UNEs) or combinations of UNEs are commingled with Access Services purchased under this Tariff. (N)

D. Use of an Alternative Service Provided by the Company

Should the customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

E2.4.5 Reserved For Future Use

E2.4.6 Reestablishment Of Service Following Fire, Flood Or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

1. The service is of the same type as was provided prior to the fire, flood or other occurrence.
2. The service is for the same customer.
3. The service is at the same location on the same premises.
4. The reestablishment of service begins within 60 days after Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

B. Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending reestablishment of service at the original location.

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: January 18, 2005
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

ACCESS SERVICES TARIFF

PSC KY. TARIFF 2E
Twelfth Revised Page 20
Cancels Eleventh Revised Page 20
EFFECTIVE: February 21, 2005

E2. GENERAL REGULATIONS

E2.6 Definitions (Cont'd)

CHANNELIZE

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower band-width or lower speed channels, and vice versa.

CLEAR CHANNEL CAPABILITY

The term "Clear Channel Capability" denotes the ability to transport twenty-four, 64Kbps channels over a 1.544 Mbps High Capacity service via B8ZS line code format.

C-MESSAGE NOISE

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-NOTCHED NOISE

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

COMMINGLING

The term "Commingling" means the connecting, attaching, or otherwise linking of an unbundled network element (UNE), or a combination of unbundled network elements (UNEs), to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from an incumbent LEC, or the combining of an UNE, or a combination of UNEs, with one or more such facilities or services.

(N)

(N)

COMMON LINE

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the General Subscriber Service Tariff of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the General Subscriber Service Tariff. A common line-business is a line provided under the business regulations of the General Subscriber Service Tariff.

COMMUNICATIONS SYSTEM

The term "Communications System" denotes channels and other facilities, which are capable of communications between terminal equipment provided by other than the Company.

COMPANY

Whenever used in this Tariff, the term "Company" or the name South Central Bell Telephone Company denotes BellSouth Telecommunications, Inc.

CUSTOMER(S)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff, including both Interexchange Carriers (ICs) and End Users except in Section E6., BellSouth SWA service, where "Customer(s)" denotes Interexchange Carriers (ICs), Enhanced Service Providers (ESPs), End Users for BellSouth SWA FGA FX/ONAL service, and 500 Service Providers for BellSouth SWA 500 service.

E2. GENERAL REGULATIONS

E2.6 Definitions (Cont'd)

TRANSACTIONS CAPABILITIES APPLICATION PART (TCAP) MESSAGES

The term "TCAP Message" relates to the application of TIA Interim Standard 41 (Sub-systems 005-010) for the transmission of non-call associated messages over the BellSouth SWA CC'SAC network.

TRANSMISSION MEASURING (105 TYPE) TEST LINE/RESPONDER

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement in an end office, which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

TRANSMISSION PATH

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

TRUNK

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP

The term "Trunk Group" denotes a set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

TRUNK-SIDE CONNECTION

The term "Trunk-Side Connection" denotes the connection of a transmission path to the trunk side of a local exchange switching system.

TWO-WIRE TO FOUR-WIRE CONVERSION

The term "Two-Wire to Four-Wire Conversion" denotes an arrangement, which converts a four-wire transmission path to a two-wire transmission path to allow a four-wire facility to terminate in a two-wire entity (e.g., a central office switch).

UNBUNDLED NETWORK ELEMENTS (UNEs)

The term "Unbundled Network Elements" denotes the physical facilities of the network, including the associated features, functions and capabilities, that are capable of being used in the provision of a telecommunications service, made available pursuant to Section 251 of the Telecommunications Act of 1996.

(N)

(N)

UNIFORM SERVICE ORDER CODE

The term "Uniform Service Order Code" denotes a three or five character alphabetic, numeric, or an alphanumeric code that identifies a specific item of service or equipment. Uniform Service Order Codes are used in the Company billing system to generate recurring rates and nonrecurring charges.

UNUSABLE SERVICE

A customer's service is considered unusable when it becomes inoperative to the customer because of a failure of a facility component used to furnish service under this Tariff or when service fails to meet the technical performance specifications as set forth by this Tariff.

VIRTUAL COLLOCATION CROSS-CONNECT

A "Virtual Collocation Cross-Connect" provides for central office interconnection of collocater-provided Company leased transmission equipment to BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services.

V AND H COORDINATES METHOD

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula, which is based on the vertical (V) and horizontal (H) coordinates of the two points.

VERIFICATION SERVICE

The term "Verification Service" denotes a function performed by the BellSouth's Inward Operator Services operators for the purpose of determining the line status (e.g., out of service, conversation in progress, etc.) of a line within the LATA. Proper verification of a requested number is dependent upon the station arrangements of the requested number.

E2. GENERAL REGULATIONS

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BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: January 18, 2005
BY: E.C. Roberts, Jr., President - KY
Louisville, Kentucky

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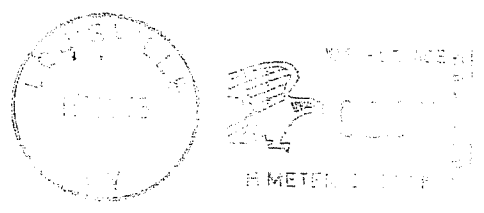
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