

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

Review of the Federal Communications)
Commission's Triennial Review Order) Case No. 2003-00379
Regarding Unbundling Requirements)
for individual Network Elements)

REBUTTAL TESTIMONY OF MARK DAVID VAN DE WATER
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, LLC

MARCH 31, 2004

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Mark David Van de Water. My business address is 7300 East
3 Hampton Avenue, Room 1102, Mesa, AZ, 85208-3373.

4 **Q. ARE YOU THE SAME MARK DAVID VAN DE WATER WHO**
5 **PREVIOUSLY FILED DIRECT TESTIMONY IN THIS DOCKET ON**
6 **FEBRUARY 11, 2004?**

7 A. Yes, I am.

8 **I. INTRODUCTION**

9 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

10 A. My testimony refutes the claims of BellSouth's witnesses that their proposed
11 batch process is capable of providing high quality, seamless migrations in
12 sufficient volumes, and thus demonstrates that they do not remove the impairment
13 that manual hot cuts create for Competitive Local Exchange Carriers ("CLECs").

14 **Q. BEFORE ADDRESSING THE DETAILS, COULD YOU PLEASE**
15 **PROVIDE A HIGH LEVEL SUMMARY OF YOUR REACTION TO**
16 **BELLSOUTH'S PROPOSAL?**

17 A. In its purported effort to comply with the Triennial Review Order ("TRO"),
18 BellSouth offers the same manual provisioning process from the 271 case, along
19 with a batch ordering process, both of which were created before, and make no
20 effort to comply with, the TRO mandates that govern this case. BellSouth
21 unabashedly ignores the findings of the Federal Communications Commission
22 ("FCC") that rejected Incumbent Local Exchange Company ("ILEC") arguments
23 regarding the relevance of 271 decisions and current performance measurement

1 results to the TRO hot cut requirements. Moreover, it makes no effort to comply
2 with the FCC's directive that the state commissions establish a batch hot cut
3 process. Instead, despite a national finding of impairment, BellSouth maintains
4 that nothing needs to be done to its existing individual hot cut process. While it
5 dresses up that process by adding the "batch" tag to it, even BellSouth admits that
6 its hot cut process is the same as it was before the FCC issued the TRO.

7 BellSouth also ignores the FCC's purpose for establishing a batch hot cut
8 process, to reduce the economic and operational barriers posed by the present hot
9 cut process. Instead, it offers the inadequate batch ordering/individual hot cut
10 provisioning process to be used to migrate the embedded base of Unbundled
11 Network Element Platform ("UNE-P") in the event of a finding of no impairment.
12 And, while BellSouth promises it will achieve the anticipated increase in
13 volumes, I have numerous concerns about un-addressed issues I describe in more
14 detail later in my testimony. BellSouth's feeble proposal exacerbates the "haves"
15 and "have nots" environment that removal of unbundled switching would create:
16 CLECs will be handicapped by a manual, high-cost process for their customers
17 while BellSouth enjoys an electronic, low-cost process for most of its customers.

18 BellSouth also ignores that its performance for hot cut migrations is
19 inferior to UNE-P migrations for ordering and provisioning, forcing CLECs and
20 their customers to inferior and inefficient service if unbundled local switching is
21 no longer available as an option. Finally, BellSouth ignores the basic reality that
22 its "batch" ordering process excludes customers who obtain Digital Subscriber

1 Line (“DSL”) services via a line-splitting arrangement and those who would like
2 to move from one CLEC to another.

3 In short, BellSouth’s batch process falls short in a number of key aspects
4 of the TRO’s mandates regarding the hot cut process.

5 **II. THE 271 CASE AND CURRENT PERFORMANCE RESULTS ARE**
6 **IRRELEVANT TO THIS PROCEEDING**

7 **Q. WHAT IMPACT DOES THE KENTUCKY COMMISSION’S DECISION**
8 **TO RECOMMEND THAT BELLSOUTH BE PROVIDED 271 APPROVAL**
9 **HAVE ON ITS REVIEW OF THE ADEQUACY OF BELLSOUTH’S HOT**
10 **CUT PROCESS IN THIS PROCEEDING?**

11 A. Very little. The FCC noted that because of the new competitive environment
12 being considered (without CLEC access to unbundled local switching), decisions
13 made in 271 proceedings were not adequate to support a finding that competitive
14 carriers would not be impaired if they were required to rely on the hot cut process
15 to serve all mass market customers. The FCC specifically found that:

16 [T]he Commission’s prior findings in section 271 orders do
17 not support a finding here that competitive carriers would
18 not be impaired if they were required to rely on the hot cut
19 process to serve all mass market customers. . . . [T]hese
20 orders examined the adequacy of hot cuts at a time when
21 competitive LECs were principally using unbundled local
22 circuit switching to compete for mass market customers. . .
23 Here, we must consider the adequacy of current hot cut
24 practices for handling the volumes that would be expected
25 if competitive LECs were denied unbundled access to
26 unbundled local circuit switching - something that was by
27 no means “reasonably foreseeable” in the context of the
28 section 271 orders. *The section 271 orders thus tell us*
29 *very little about a BOC’s ability to provision large batches*
30 *of cut overs in a timely and reliable manner under these*
31 *circumstances.*

1 TRO at n.1435 (emphasis added).

2 In spite of these very clear, explicit findings by the FCC, BellSouth starts
3 in exactly the place the FCC said this Commission should not start. BellSouth
4 goes to great lengths to repeatedly remind this Commission that it has previously
5 reviewed BellSouth's hot cut process and found it sufficient to recommend 271
6 relief for BellSouth. (See Direct Testimony of BellSouth witnesses Kathy Blake at
7 page thirteen, Kenneth Ainsworth at pages three, ten, and sixteen, and Ronald
8 Pate at page thirteen.) BellSouth would have this Commission take its individual
9 hot cut process considered as part of the 271 review and apply it going forward,
10 relying on BellSouth's promises that it can be scaled to handle the anticipated
11 increase in volume. However, as the FCC has said, BellSouth's processes must
12 be examined anew to determine if they constitute impairment when considered in
13 conjunction with the elimination of the local circuit switch as an unbundled
14 network element that must be provided by ILECs.

15 **Q. ON PAGE 13 OF HIS TESTIMONY, MR. PATE DISCUSSES THE**
16 **VOLUME TESTING CONDUCTED BY THE FLORIDA KPMG THIRD**
17 **PARTY TEST. DID KPMG CONDUCT VOLUME TESTING OF HOT**
18 **CUTS?**

19 A. No. The testing to which Mr. Pate refers was for ordering only; provisioning was
20 not subject to volume testing. Further, the types of orders tested do not appear to
21 be, for the most part, the type of orders involved in hot cuts. As page 263 of the
22 KPMG Final Report notes:

23 The majority of the orders transmitted during the test were
24 limited to those that flow through BellSouth's order
25 processing systems without human intervention.

1 Transactions submitted during the POP Volume
2 Performance Test (TVV2) did not go through the physical
3 provisioning process.

4 As I described in my direct testimony, only 27.1% of BellSouth's loop
5 with LNP orders did not require manual handling, and are therefore not
6 representative of the "majority" of the order types tested by KPMG. In other
7 words, the results of the volume testing do not reflect the ability of BellSouth to
8 handle any volume of hot-cut orders. Moreover, the third-party test did not even
9 attempt to review BellSouth's ability to provision any volume of hot cuts.
10 Accordingly, although the Florida volume testing was a worthwhile part of the
11 overall testing of BellSouth's OSS, it has no relevance in this proceeding.

12 **Q. WHAT IMPACT SHOULD BELLSOUTH'S CURRENT LEVEL OF**
13 **PERFORMANCE IN EXECUTING HOT CUTS AND PROVISIONING**
14 **LOOPS HAVE ON THIS COMMISSION'S REVIEW OF THE**
15 **ADEQUACY OF BELLSOUTH'S HOT CUT PROCESS IN THIS**
16 **PROCEEDING?**

17 A. As currently reported by BellSouth, it is of little value to the Commission for two
18 primary reasons. First, the FCC specifically rejected ILEC arguments that
19 performance data showed that current hot cut performance was satisfactory (the
20 same arguments BellSouth's witnesses make in their direct testimony). The FCC
21 found "the issue is **not** how well the process works currently with limited hot cut
22 volumes" TRO at ¶ 469 (emphasis added). Second, in explaining why state
23 commissions might review commercial performance data, the FCC noted that
24 "[t]his review is necessary to ensure that customer loops can be transferred from
25 the incumbent LEC's main distribution frame to a competitive LEC collocation *as*
26 *promptly and efficiently as incumbent LECs can transfer customers using*

1 *unbundled local switching.*” TRO at n. 1574 (emphasis added). The
2 performance data provided by BellSouth in this proceeding provides no such
3 analysis. It does not allow a comparison between the efficiency of transferring a
4 customer using unbundled local switching and the efficiency of transferring a
5 customer using a hot cut. For additional concerns with the performance data
6 provided by BellSouth, see the rebuttal testimony of AT&T witness Cheryl Bursh.

7 **III. THE INADEQUACY OF BELLSOUTH’S BATCH PROCESS**

8 **A. BellSouth Has Not Developed a Viable Process**

9 **Q. DOES BELLSOUTH’S HOT CUT PROVISIONING PROCESS**
10 **PROPOSED IN THIS PROCEEDING DIFFER FROM THE PROCESS IT**
11 **PROPOSED DURING THE FCC’S TRIENNIAL REVIEW**
12 **DELIBERATIONS?**

13 A. No. In spite of the FCC’s findings that “the overall impact of the current hot cut
14 process raises competitors costs, lowers their quality of services, and delays the
15 provisioning of service” (TRO at ¶ 473), BellSouth has made no effort to improve
16 its current hot cut process through the establishment of a batch hot cut
17 provisioning process. In fact, BellSouth’s witness Ainsworth admits “the
18 provisioning process I discuss here is the same process reviewed during the 271
19 case.” (See Ainsworth Direct at page 10) Indeed, BellSouth’s definition of a
20 “batch hot cut” does not even include provisioning as part of what must be done
21 in a batch: “[a] batch hot cut is like any other hot cut except for the ordering and
22 pre-ordering processes. For batch hot cuts the process is designed to facilitate
23 *ordering* large volumes of loop hot cuts simultaneously.” (See Varner Direct at
24 page 38) (emphasis added) This definition is quite surprising since the TRO is

1 very clear that provisioning is an essential part of the batch hot cut process. TRO
2 at ¶ 489; *see also* ¶ 488 (“state commissions possess the competence to implement
3 a cost-effective and fast process for **provisioning** unbundled local
4 loops.”)(emphasis added).

5 **Q. HAS BELLSOUTH BEEN WILLING TO COLLABORATE WITH THE**
6 **CLEC COMMUNITY REGARDING THE DEVELOPMENT OF A**
7 **“BATCH” ORDERING PROCESS?**

8 A. No. In recent informal workshops held by the Alabama Public Service
9 Commission and the Tennessee Regulatory Authority, BellSouth indicated that it
10 felt its process was satisfactory and it saw no need to collaborate with CLECs
11 regarding changes to its process. Similarly, BellSouth resisted efforts by CLECs
12 to have a batch process addressed in the Change Control Process (“CCP”)
13 meetings. (See Rebuttal Exhibit MDV-R1). Recently, BellSouth has indicated
14 that CLECs could request changes via the Change Control Process (CCP).
15 However, on January 28 BellSouth announced it was making changes to the
16 process without using the CCP it requires CLECs to use. (See Rebuttal Exhibit
17 MDV-R2).

18 **Q. HAVE OTHER ILECS MADE CHANGES TO THEIR BATCH HOT CUT**
19 **PROCESS IN RESPONSE TO CLEC WORKSHOP COMMENTS?**

20
21 A. Yes. While these changes have not resolved all the issues between CLECs and
22 the ILEC regarding how batch hot cut processes should operate, they have
23 resulted in improvements to the process, and narrowed the scope of the issues to
24 be addressed by the state commissions. For example, SBC has proposed a batch

1 hot cut process that includes the following proposed advantages over their
2 existing process:

- 3 • Flexible scheduling
- 4 • Eliminates negotiation steps and time involved
- 5 • Provides defined interval to allow for CLEC resource planning
- 6 • Provides CLECs an ability to reserve time
- 7 • Wire center based to provide CLEC the ability to convert multiple
- 8 central offices on the same day
- 9 • Includes requests involving IDLC cuts
- 10 • Mechanized order flow
- 11 • Reservation tool
- 12 • Pre-order IDLC tool

13 **Q. ON PAGES 2-3 OF HIS TESTIMONY, MR. AINSWORTH STATES THAT**
14 **THE HOT CUT PROCESS IS NOT DIFFICULT OR CUMBERSOME. DO**
15 **YOU AGREE?**

16 A. No. As I described in detail in my direct testimony, hot cuts are much more
17 complex, manual, and costly than UNE-P migrations, requiring numerous steps
18 which must be coordinated if a cut is to be successful in limiting the time the
19 customer is out of service.

20 It is also noteworthy that BellSouth is not usually so dismissive of the
21 work activities associated with hot cuts. For example, in 271 testimony filed in
22 Kentucky, BellSouth witness Milner pointed out that coordinated loop cutovers
23 “involve a number of steps,” and that “the loop cutover is much more complicated
24 in terms of the work steps involved (on the part of both BellSouth and the CLEC)
25 than the number porting.” (See Rebuttal Exhibit MDV-R3)

26 **Q. ON PAGE 14 OF HIS TESTIMONY, MR. AINSWORTH INDICATES**
27 **THAT DURING 2003 THE END-USER HAS BEEN “WITHOUT**

1 **CALLING CAPABILITY” DURING A HOT CUT FOR AN AVERAGE OF**
2 **ONLY 1.43 MINUTES. PLEASE RESPOND.**

3 A. First, this statement only addresses the capability to make outgoing calls. An end-
4 user will not have incoming call capability until BellSouth has notified the CLEC
5 that the cut-over is complete and the CLEC ports the telephone number to its
6 switch. Further, while BellSouth reports performance of three minutes, it insists
7 in performance measures proceedings on being able to keep the customer out of
8 service for 15 minutes, should it so choose. In a mass market scenario where
9 thousands of residential customers will have their service disrupted through loop
10 migrations, it is likely that E-911 services will be needed, but inaccessible, during
11 this 15-minute period. The Commission should establish performance standards
12 that provide a greater level of consumer protection. For example, a standard of 5
13 minutes would be more than adequate to provide BellSouth the time it ostensibly
14 needs, but puts the customer at less risk for an unnecessary service outage.

15 **Q. IN YOUR DIRECT TESTIMONY, YOU POINTED OUT THAT**
16 **BELLSOUTH’S BATCH ORDERING PROCESS DID NOT PERMIT**
17 **TIME SPECIFIC CUTS. HAS BELLSOUTH ACCOMMODATED**
18 **AT&T’S’ NEEDS?**

19 A. No. For example, although Mr. Ainsworth states on page 25 of his testimony that
20 BellSouth has recently enhanced the batch process to guarantee a four hour
21 window, he provides no information regarding how many lines can be cut in that
22 window, and does not make clear what parameters exist around the start and stop
23 time of the cut. Further, although he also refers to after hour cuts, he does not
24 state which hours will be available.

1 **Q. ON PAGE 4 OF HIS TESTIMONY, MR. PATE REFERENCES**
2 **LANGUAGE FROM AT&T'S NOVEMBER 2000 CHANGE REQUEST**
3 **FOR UNE TO UNE BULK MIGRATIONS. DID MR. PATE INCLUDE**
4 **ALL OF AT&T'S PROCESS DESCRIPTION?**

5 A. No. Mr. Pate's Exhibit RMP-1 is a copy of AT&T's change request. That
6 request includes the following additional language not mentioned by Mr. Pate:
7 "An option for doing the migrations (done by another ILEC) is that BellSouth and
8 AT&T would schedule the cuts by central office to take place over a weekend.
9 Our experience with this process has been a very low number of customer
10 outages." Unfortunately, BellSouth remains unwilling to implement a process
11 that permits CLECs and BellSouth together to select and manage the timing of the
12 cuts, despite the FCC's finding that "the record evidence strongly suggests that
13 the hot cut process could be improved if cutovers were done on a bulk basis, *such*
14 *that the timing and volume of the cutover is better managed.*" TRO at ¶ 474
15 (emphasis added).

16 **Q. DO YOU HAVE OTHER CONCERNS WITH BELLSOUTH'S PROPOSED**
17 **BATCH ORDERING PROCESS?**

18 A. Yes. Attached as Exhibit MDV-R4 is a comparison of AT&T's recommendations
19 for issues related to a batch hot cut process compared to BellSouth's batch
20 process.

21 **Q. ON PAGES 4-6 OF HIS TESTIMONY, MR. GRAY DISCUSSES CO-**
22 **CARRIER CROSS-CONNECTS, INCLUDING THE FACT THAT**
23 **BELLSOUTH "PERMITS" CROSS-CONNECTS TODAY. IS**
24 **BELLSOUTH CURRENTLY MEETING THE REQUIREMENTS OF THE**
25 **TRO?**

1 A. No. This process does not meet the requirements of the TRO outlined below,
2 which requires providing cross connects between CLECs, not merely allowing
3 CLECs to implement cage-to-cage cross connects themselves.

4 First in paragraph 478:

5 *Incumbent LEC Provisioning of Competitive LEC-to-Competitive LEC Cross –*
6 *Connects.* We further find that an incumbent LEC’s failure to provide cross-
7 connections¹⁴⁷³ between the facilities of two competitive LECs on a timely
8 basis can also result in impairment. Competition in the absence of
9 unbundled local circuit switching requires seamless and timely migration
10 not only to and from the incumbent’s facilities, but also to and from the
11 facilities of other competitive carriers.¹⁴⁷⁴ Such interconnection **requires**
12 **that the incumbent LEC place** cross connections between the
13 competitive carriers’ facilities in its central office on a timely basis. The
14 incumbent’s failure to do so will tend to delay competitors’ entry, and thus
15 to increase competitors’ costs. We conclude that in some cases, such
16 failure can give rise to impairment in the absence of unbundled local
17 circuit switching.

18 ¹⁴⁷³ **Cross-connection is the “attachment of one wire to another usually by anchoring**
19 **each wire to a connecting block and then placing a third wire between them so that**
20 **an electrical connection is made.”** *Id.*; see also AT&T Brenner Decl. at para. 21; Z-Tel
21 Comments, Declaration of Peggy Rubino at para. 12.

22 (emphasis added). Second, in paragraph 514:

23 *Competitive LEC – to – Competitive LEC Cross Connects.* We have also
24 determined that an incumbent LEC’s **failure to provide** cross-connections
25 between the facilities of two competitive LECs on a timely basis can result
26 in impairment. Therefore, a state commission considering whether to find
27 “no impairment” with regard to mass market switching must evaluate
28 whether such delays increase requesting carriers’ costs to such a degree
29 that entry into the market is rendered uneconomic in the absence of
30 unbundled switching. **Evidence relevant to this inquiry would include,**
31 for example, **information regarding the incumbent’s practices and**
32 **procedures with regard to provision of cross-connects linking**
33 **competitive carriers’ facilities,** competitive LECs’ complaints regarding
34 the incumbent’s past performance in this area, the incumbent LEC’s
35 response to these complaints, the **costs incurred in connection with**
36 **deficient performance in this regard, and the degree to which those**
37 **costs render entry into a given market uneconomic.**

1 (emphasis added). And in the TRO rules, Section 51.319 which states:

2
3 Specifically, the state commission shall examine whether...difficulties in
4 obtaining cross-connects in an incumbent LEC's wire center render entry
5 uneconomic for requesting telecommunications carriers in the absence of
6 unbundled access to local circuit switching.

7 The expensive and cumbersome process described by BellSouth merely permits
8 CLECs to install dedicated cabling between their collocations; BellSouth does not
9 *provide* cross-connections.¹ Absent efficient means of providing these cross-
10 connections, CLECs will not be able to offer voice and data services by partnering
11 with another CLEC that provides data services.

12 **Q. BELLSOUTH ALSO STATES THAT AS OF JANUARY 9, 2004, IT WILL**
13 **ALSO PROVIDE A CROSS CONNECT FOR BOTH CLECS AT A**
14 **DEMARCATIION POINT. WILL THIS ADDRESS THE FCC'S**
15 **CONCERNS?**

16 A. No. BellSouth's new FCC tariffed "Special Access product" requires CLECs
17 wishing to have BellSouth provide a cross connection on BellSouth's frame
18 between a connecting facility assignment ("CFA") from one CLEC's collocation
19 to a CFA in a second CLEC's collocation to engage in "line splitting" of a local
20 loop (not otherwise subject to the FCC's jurisdiction) certify that the traffic
21 carried on that CFA to CFA connection (a frame jumper wire) meet the FCC's de
22 minimus (10%) interstate rule.² This unnecessarily subjects a non-complex POTS
23 mass market line to cumbersome procedures such as certification and audits, and

¹ A CLEC needing to cross connect to multiple other CLECs must install dedicated cabling to each CLEC's collocation.

² See Exhibit MDV-R5 for a copy of BellSouth's FCC tariff.

1 irrelevant obligations such as the requirement that the line carry at least 10%
2 interstate traffic.³

3 Further, BellSouth's new "product" cannot be ordered efficiently. UNE
4 local loops are ordered on a Local Service Request ("LSR"). When such a loop is
5 to be "split" between two CLECs, BellSouth will require that the connection
6 necessary to accomplish the "split" be ordered and provisioned out of its FCC
7 Access Tariff using an Access Service Request ("ASR"). There will be no means
8 of electronically ordering such an arrangement and the coordination, through
9 relating the LSR and ASR, that will be required to establish working services
10 (voice and ADSL) for the customer. Thus the voice CLEC must issue an LSR,
11 the data CLEC must issue an LSR, and one of the CLECs (depending on the
12 routing of the loop between the two) must issue an ASR. Manual processing will
13 be required for all three ordering documents. Such a manual and restrictive
14 process creates operational and economic barriers to providing DSL services to
15 mass market customers.

16 Further, BellSouth has assigned the exorbitant rate of \$350.00 per 2 wire
17 circuit for this service.⁴ BellSouth's proposed policies and practices for this
18 service are designed to complicate and hinder the provision of line splitting
19 service to CLEC customers and should be rejected by this Commission.

³ It makes no sense for BellSouth to offer cross connects via an access tariff in this mass market proceeding when it has clear responsibilities to provide cross-connects for mass markets under the TRO.

⁴ The exorbitant rate and tortured procedures offered for cross connects is belied by the testimony of BellSouth witness Varner, who at page 28 of his direct testimony states, "As previously stated in this testimony, the cross-connect process is a very basic procedure that BellSouth performs frequently on an

1 Q. ON PAGE 2 OF HIS TESTIMONY, MR. AINSWORTH APPEARS TO
2 INDICATE THAT THE PURPOSE OF THE BATCH PROCESS IS TO
3 CONVERT THE EMBEDDED BASE OF UNE-P TO UNE-L
4 ARRANGEMENTS. DO YOU AGREE?

5 A. No. As I described in my direct testimony, AT&T has attempted to obtain a
6 suitable bulk process from BellSouth to address customer service and cost issues,
7 even with the availability of unbundled switching. Further, the TRO is replete
8 with instances citing the need for a batch hot cut process. For example, in ¶ 487
9 the FCC found “that a seamless, low cost batch cut process or switching mass
10 market customers from one carrier to another *is necessary, at a minimum*, for
11 carriers to compete effectively in the mass market.” (emphasis added) (fn.
12 omitted) I am unaware of any portion of the TRO that directs the establishment of
13 a batch hot cut process simply for the use of migrating the embedded base of
14 UNE-P. Indeed, given the FCC’s findings that the hot cut process creates
15 operational and economic impairment, and that “[*a*fter a batch cut process has
16 been put into place, we expect state commissions in *subsequent* reviews to
17 reevaluate the circumstances surrounding self provisioning [of local switches],” it
18 is clear that the FCC contemplated the continuing use of the batch hot cut
19 process.⁵ TRO at ¶ 502 (emphasis added).

ongoing basis. There is no appreciably greater difficulty involved in providing co-carrier cross-connect as compared to a cross-connect between BellSouth and a CLEC. A cross-connect is a cross-connect.”

⁵ As I indicated in my direct testimony, AT&T supports the voluntary use of a batch provisioning process for its use to migrate customers from UNE-P to UNE-L when it is otherwise feasible to do so.

1 **B. BellSouth Has Not Demonstrated that it Could Perform Hot Cuts at the**
2 **Volumes that Will Be Required if Unbundled Local Switching Is Not**
3 **Available for Mass Market Customers.**

4 **Q. WHAT DID THE FCC FIND REGARDING THE ILEC’S ABILITY TO**
5 **HANDLE THE INCREASED VOLUME OF HOT CUTS THAT WOULD**
6 **BE EXPECTED IN THE ABSENCE OF UNBUNDLED SWITCHING?**

7 A. The FCC noted that “While incumbent LECs state that they have the capacity to
8 meet any reasonable foreseeable increase in demand for stand-alone loops that
9 might result from increased competitive LEC reliance on self-provisioned
10 switching, **there is little other evidence in the record to show that the**
11 **incumbent LECs could efficiently and seamlessly perform hot cuts on a**
12 **going-forward basis** for competitors who submit large volumes of orders to
13 switch residential subscribers.” TRO at n. 1437(emphasis added). The FCC also
14 found “incumbent LECs’ **promises** of future hot cut performance **insufficient** to
15 support a Commission finding that the hot cut process does not impair the ability
16 of a requesting carrier to provide the service it seeks to offer without at least some
17 sort of unbundled circuit switching.” *Id.* (emphasis added).

18 **Q. HAS BELL SOUTH DEMONSTRATED THAT IT CAN PERFORM HOT**
19 **CUTS AT THE VOLUMES THAT WILL BE REQUIRED IF**
20 **UNBUNDLED LOCAL SWITCHING IS NOT AVAILABLE FOR MASS**
21 **MARKET CUSTOMERS?**

22 A. No. While BellSouth made some assumptions about volume and used this
23 information in a force model, the net result is that they intend to “throw bodies” at
24 the problem. They provided no plans regarding quality improvement and
25 automation, hallmarks of progressive management throughout industry, indicating

1 instead their intention to attempt to custom design and manually implement mass
2 market services, and pass the unnecessary and prohibitive costs on to CLECs.

3

4 **Q. DOESN'T MR. MCELROY STATE ON PAGE 2 OF HIS TESTIMONY**
5 **THAT THE PURPOSE OF HIS TESTIMONY IS TO "DEMONSTRATE**
6 **THAT BELL SOUTH'S BULK MIGRATION PROCESS SERVICE IS**
7 **BOTH SEAMLESS AND EFFECTIVE?"**

8 A. Yes, he does, but in fact he makes no such demonstration. Mr. McElroy goes on
9 to say that to corroborate this fact, BellSouth engaged PricewaterhouseCoopers
10 ("PwC") to provide an attestation on the effectiveness of the process. However,
11 PwC only attested that the process worked as designed, except for the times it did
12 not. PwC made no representations regarding the seamlessness or effectiveness of
13 the process.

14 **Q. MR. MCELROY'S TESTIMONY DESCRIBES PWC'S OPINION, THAT**
15 **BELL SOUTH UTILIZED THE BULK MIGRATION PROCESS TO**
16 **COMPLETE A TEST OF BULK MIGRATION SERVICE REQUESTS,**
17 **EXCEPT FOR THE DEVIATIONS DESCRIBED IN ITS REPORT.**
18 **PLEASE COMMENT.**

19 A. I would have been surprised with any other outcome. AT&T is very familiar with
20 and even occasionally uses BellSouth's hot cut process. AT&T has never
21 asserted that BellSouth could not perform multiple migrations (especially under
22 conditions of its own choosing), using its bulk ordering process and individual hot
23 cut process. The ability to execute an unacceptable process (conducted under
24 unclear parameters), does nothing to reduce the concerns I have described with
25 BellSouth's manual hot cut process, and the impairment caused by that process
26 which render them unacceptable for the mass market (whether or not you place a
27 bulk order).

1 **Q. GIVEN THAT YOU KNEW BELL SOUTH COULD PERFORM HOT**
2 **CUTS AND MAKE CHANGES TO ITS ORDERING OSS, DO YOU HAVE**
3 **CONCERNS REGARDING HOW THE TEST WAS CONDUCTED AND**
4 **THE RESULTS?**

5 A. Yes. First, it is unclear when and over what period of time the pre-wiring (the
6 most time intensive part of the hot cut) was completed. Second, no information is
7 provided regarding how the non-hot cut central office work was handled. While
8 much of such work could be postponed for a day during the time a special test is
9 being conducted, that obviously is not the case when the “test” or greater volumes
10 continue in a business as usual environment. Third, BellSouth implemented 80%
11 of the cuts using its most simple method (non-coordinated) cuts even though such
12 cuts comprise a negligible per cent of migrations today. Fourth, even while being
13 observed by an outside group (PwC), which is likely to result in best behavior or
14 performance, BellSouth had 64 deviations on 724 migrations (9%). These
15 problems included missed due dates, no dial tone, no cut notification so that
16 customer could not receive incoming calls, and failing to test for dial tone prior to
17 cutting customer. The fact that this myriad of problems, which occurred under
18 ideal conditions, is the best case BellSouth could put forward, is chilling when
19 contemplating unleashing this process on hundreds of Kentucky end-users every
20 day.

21

22 **Q. WHAT WAS PWC’S VIEW OF THE EXCEPTIONS TO BELL SOUTH**
23 **MANAGEMENT ASSERTIONS?**

24 A. PwC simply reported the exceptions. They explicitly did not comment on their
25 relative significance in their report. (See Attachment A of Exhibit MM-1 of Mr.
26 McElroy’s testimony.) In the affidavit of Paul Gaynor of PwC, he stated that all

1 exceptions were reported, based on the nature of the hot cut process and the
2 importance to all parties (See page 21 of Exhibit MM-2 of Mr. McElroy's
3 testimony.).

4

5 **Q. GIVEN YOUR POSITION THAT THE PWC ATTESTATION DOES NOT**
6 **ESTABLISH THAT BELL SOUTH HAS AN ADEQUATE HOT CUT**
7 **PROCESS FOR THE MASS MARKET, WHAT VALUE DO YOU**
8 **BELIEVE IT HAS FOR THIS COMMISSION?**

9 A. The myriad of problems described in this report, which occurred under "best
10 case" circumstances, is strong evidence of the dangers of relying on a manual
11 provisioning process to deliver seamless, high quality service. To that end, this
12 report is useful in reinforcing that CLECs are impaired without access to
13 unbundled switching.

14

15 **Q. WHAT TESTING DOES AT&T RECOMMEND?**

16 A. As I indicated in my direct testimony, BellSouth should be not be permitted to
17 rely on promises, but should required to prove it has the systemic capability to
18 handle the provisioning of hot cuts at volumes anticipated across all its markets in
19 the absence of unbundled local switching. Therefore, once an appropriate batch
20 process is designed and appropriate performance measures are in place, the batch
21 cut process must be subject to both pre-implementation and post-implementation
22 testing. Pre-implementation testing should include third party "time and motion"
23 study of the hot cut process, and third party-monitored ILEC testing using its own
24 collocation and sustained migration of significant numbers of its own customers
25 through hot cuts from direct connection to its switch to its collocation equipment

1 installed to operate as a pseudo-CLEC specifically for this test. Post-
2 implementation “testing” would include continuing commission review to
3 determine if the batch hot cut process meets the needs of commercial mass
4 markets in a manner that permits effective and efficient competition. CLECs
5 should not have to use a batch process until measures are in place and robust
6 testing has been conducted.

7

8 **Q. ON PAGE TWO AND AGAIN BEGINNING ON PAGE TWENTY-TWO**
9 **OF HIS TESTIMONY, MR. MCELROY BRIEFLY DESCRIBES**
10 **ANOTHER BELLSOUTH “BATCH” PROPOSAL, THE MASS**
11 **MIGRATION CONVERSION PROCESS. WHICH BATCH PROCESS IS**
12 **BELLSOUTH ASKING THIS COMMISSION TO APPROVE AS TRO**
13 **COMPLIANT?**

14 A. It is not entirely clear, but it appears that BellSouth is indicating its belief that its
15 batch process is sufficient, and thus this mass migration process is not required to
16 establish a TRO compliant process. (See Exhibit MDV-R6)

17 **Q. DO YOU HAVE CONCERNS ABOUT BELLSOUTH’S “MASS**
18 **MIGRATION CONVERSION” PROCESS?**

19 A. Yes. While the information provided by Mr. McElroy was sketchy, the Mass
20 Migration process appears to suffer from the following fatal flaws:

21 First, it is designed for a very narrow application. It appears to be available only
22 to embedded base lines, only for non-coordinated cuts, and only when migrating
23 those lines in large quantities (a minimum of 500 lines).

24 Second, it deprives CLECs of control over its end-users customer experience in at
25 least three respects:

1 1. It prevents a CLEC's customer from making changes to their
2 account for up to 180 days.

3 2. It prevents the CLEC or the end-user from having control over or
4 even knowledge of the time of day or even day of week that the customer's
5 service will be interrupted.

6 3. It prevents the CLEC from monitoring the quality of the cut during
7 the critical period between the cut-over of the loop and activation of the telephone
8 number.

9 Third, this process has not been tested, and has no "hot cut" performance
10 measures to monitor results. In short, it is clearly not TRO compliant, and is not a
11 process AT&T would consider using.

12 **Q. ON PAGE 19 OF HIS TESTIMONY, MR. AINSWORTH ASSERTS THAT**
13 **BELLSOUTH'S CUTOVER OF OVER 260 LINES IN A SINGLE**
14 **CENTRAL OFFICE IN ONE DAY DEMONSTRATES BELLSOUTH'S**
15 **ABILITY TO PERFORM HOT CUTS AT FORESEEABLE VOLUMES.**
16 **DO YOU AGREE?**

17 **A.** No. First, Mr. Ainsworth's testimony provides no information regarding the
18 quality of the work performed or the experience of the customers whose lines
19 were cut over. It does not indicate whether these lines included IDLC, and if so
20 how those approximately 94 dispatches, each taking approximately one hour,
21 were handled. Additionally, this single event, which may have been achieved
22 with days of pre-work, around-the-clock scheduling, and other extraordinary
23 means, is no indication that the same volume work could be performed in that or
24 any other central office on a day-in and day-out basis.

1 **Q. YOU MENTIONED THAT BELL SOUTH MADE A FORECAST OF HOT**
2 **CUT VOLUMES AND USED THAT INFORMATION IN A FORCE**
3 **PLANNING MODEL. DO YOU HAVE ANY OTHER CONCERNS**
4 **REGARDING THIS APPROACH?**

5 A. Yes, I have several concerns about the forecast process used by Messrs.
6 Ainsworth and Heartley and the subsequent modeling outcomes. In Mr.
7 Heartley's Exhibit AH-1, it stated that 822 UNE-P to UNE-L conversions per day
8 were forecast in Kentucky.⁶ This falls far short (18%) of the 1,000 per day I
9 recommend in my direct testimony.

10 Second, BellSouth assumes that 50% of the hot cuts will be non-
11 coordinated, despite the fact that a negligible number of hot cuts are non-
12 coordinated hot cuts. (See Varner Direct at page 30).⁷ BellSouth provides no
13 explanation for this dramatic change. This is a critical issue as it takes 28% less
14 central office work time to perform a non-coordinated cut than a coordinated one.
15 Therefore, underestimating the number of cutovers that will require coordination
16 will result in significant understaffing.

17 Third, BellSouth's model assumes that there will be uniform distribution
18 of hot cuts to transfer the entire embedded base to UNE-L. For example, for each
19 of the three seven month periods during which BellSouth forecasts that one third
20 of the embedded base of UNE-Ps will be migrated to UNE-L, it assumes that an
21 equal amount will occur each month.⁸ BellSouth fails to take into account that in
22 many central offices the CLECs are not going to have the collocated facilities and

⁶ Despite the heading of "Daily UNE-P to UNE-L Conversions" in the force model, it appears that new loop migrations is included in the model and not just UNE-P to UNE-L conversions. If my assumption is incorrect, then staffing needs are under forecast.

⁷ In a non-coordinated cut, CLECs do not receive, for example, pre-due date verification and coordination and pre and post cut coordination on the due date.

⁸ See Exhibit KLA-3 of BellSouth Witness Ainsworth.

1 network equipment in place to support the migration of the embedded base of
2 UNE-P customers over to the CLECs' facilities. In fact, in many instances
3 CLECs will not even have a collocation arrangement in place to support these
4 migrations.⁹ Before these CLECs can issue their conversion orders, they will
5 need to establish new collocation facilities and/or augment existing arrangements.
6 The CLECs ability to do this to meet the balanced schedule that BellSouth
7 assumed will be gated by a number of factors outside of the CLECs' control.
8 These factors include: a CLEC's ability to raise the capital it will need for these
9 facilities; BellSouth's ability to manage and keep up with the collocation demand;
10 the ability of BellSouth's approved vendors to establish the required collocation
11 arrangements; and the CLEC's equipment manufacturer's ability to deliver and
12 install the equipment in the CLEC's new or expanded collocated space. The
13 CLECs cannot begin to negotiate a conversion schedule with BellSouth until the
14 CLECs have sufficient facilities to support the embedded base of their UNE-P
15 customers. Because of the time it will take to establish these collocation
16 arrangements and install the necessary facilities, the conversions in the central
17 offices associated with these collocation augments may well need to be "back-
18 loaded" at the end of the schedule. BellSouth's force model and its estimate on
19 how many additional staff members it will need for all aspects of the hot cut
20 process is based on BellSouth's assumed even distribution of the embedded base
21 conversion. Having more of the conversions back-loaded at the end of the 27

⁹ To compound the problem, many CLECs are currently UNE-P only providers. Unless a finding of non-impairment is intended to drive these CLECs out of business, the schedule must account for the time it will take these CLECs to get the funding they will need to purchase and install their network facilities (circuit switch, SS7 signaling capabilities, database access, collocated facilities, etc.).

1 month period specified by the FCC will result in an understatement of BellSouth's
2 actual staffing needs.

3 Further it is unclear if and how BellSouth accounted in its forecast for the
4 following:

- 5 • Whether any analysis demonstrated there was sufficient physical
6 capacity at the central office to perform the forecasted volumes;
- 7 • Travel time to unmanned central offices;
- 8 • Number of shifts worked per day per central office;
- 9 • If all lines after the first one in the batch are considered as additional
10 lines for purposes of staffing and charges, or if only additional lines
11 for the individual end-users were considered;
- 12 • Whether the ratio of supervision to employees was applied evenly
13 across BellSouth territory or accounted for the geographic dispersion
14 of the central offices; and
- 15 • The impact of the shift in traffic off of its current local switch-to-local
16 switch network and onto the tandem transport network.

17 All of these issues have a direct bearing on the effectiveness of the model,
18 and its usefulness as a tool in managing the number of loop migrations required in
19 the absence of unbundled local switching as a UNE. Clearly the model's result
20 must be viewed with skepticism given these inadequacies.

1 **Q. DO YOU HAVE OTHER CONCERNS REGARDING BELLSOUTH'S**
2 **FORCE MODEL?**

3 A. Yes. While BellSouth's model churns out numbers of personnel "required," the
4 Commission can gain no assurance from BellSouth's testimony that the work
5 necessary could indeed be conducted in the central office. For example, Mr.
6 Heartly's testimony on page 13 offered only general assurances that central office
7 limitations could be managed, and his supporting examples cannot withstand
8 scrutiny. First, he says that from 2 to 10 (or more) technicians can work
9 simultaneously on the same Main Distribution Frame ("MDF") without negative
10 impact on productivity. He provides no analysis of how often two technicians at
11 most can work simultaneously on BellSouth's MDFs throughout the state versus
12 ten technicians. Second, he says that when multiple loop conversions are
13 scheduled in a single day for a single central office, the pre-wiring work can be
14 done over several shifts in the days leading up to the due date. However, this
15 position does not account for the likelihood that multiple loop conversions would
16 need to occur **every** day in an environment that eliminated switching as a UNE.
17 In fact, Mr. Heartley's own force model calls for multiple conversions in a central
18 office on a **daily** basis (See BellSouth Exhibit AH-1). Thus, pre-wiring work for
19 one set of migrations to UNE-L would have to occur on the same day as the actual
20 cutovers for another set of migrations to UNE-L. Both sets of activities would
21 occur on the same day on the same MDF.

22 In sum, BellSouth does not provide specific analysis that illustrates that its
23 central offices have physical capacity.

1 **IV. BELLSOUTH HAS NOT SHOWN THEY CAN IMPLEMENT A LOW**
2 **COST BATCH PROVISIONING PROCESS**

3 **Q. WHAT DID THE FCC CONCLUDE ABOUT THE COSTS OF HOT**
4 **CUTS?**

5 A. The FCC stated that the “record evidence indicates that the non-recurring costs
6 associated with cutting over large volumes of loops would likely be prohibitively
7 expensive for a competitive carrier seeking to provide service without the use of
8 unbundled local circuit switching.” TRO at ¶ 470. The FCC then found that “a
9 seamless, *low-cost* batch cut process switching mass market customers from one
10 carrier to another is necessary, at a minimum, for carriers to compete effectively
11 in the mass market.” TRO at ¶ 487 (emphasis added). This batch cut process
12 must “render the hot cut process more efficient and reduce per-line hot cut costs.”
13 TRO at ¶ 460.

14 **Q. HAS BELLSOUTH PROVIDED THIS COMMISSION A COST STUDY**
15 **DEMONSTRATING THAT ITS BATCH ORDERING PROCESS IS MORE**
16 **EFFICIENT, THEREBY REDUCING HOT CUT COSTS?**

17 A. No. In fact, BellSouth’s current rates for its batch process are very high. They
18 are the same as the rates for individual cuts. BellSouth witness Ruscilli, in
19 response to AT&T Interrogatory No. 130, indicated that the results of the cost
20 study reflected that the efficiencies that may be realized as a result of performing
21 the hot cuts were offset by the cost of the project management. In other words,
22 BellSouth offers nothing to satisfy the FCC’s direction that the process be “low-
23 cost.”

1 **Q. DIDN'T BELL SOUTH OFFER A 10% DISCOUNT OFF HOT CUT**
2 **RATES FOR HOT CUTS ORDERED IN BATCHES?**

3 A. Yes. However, I have a number of concerns with BellSouth's proposal. First, it
4 is inadequate to eliminate the high costs of a hot cut. As I indicated in my direct
5 testimony, hot cuts range from \$63.54 to \$165.78, compared to a UNE-P
6 migration cost of \$7.98. According to Ms. Blake's Exhibit KKB-4, the batch hot
7 cut rates for (non-time-specific) hot cuts range from \$79.40 to \$150.71, or 10 to
8 19 times more expensive than a UNE-P migration.

9

10 **Q. IF ITS OWN UNCONTESTED COST STUDIES SHOWED THAT THE**
11 **NEW RATES WERE IN SOME CASES BELOW A 10% REDUCTION IN**
12 **THE CURRENT RATES, WHAT ANALYSIS DID BELL SOUTH USE TO**
13 **ESTABLISH A REDUCTION RATE OF 10%?**

14 A. It is unclear. In response to AT&T Request for Production of Documents No. 40,
15 which asked for all supporting documentation for the 10% discount, BellSouth
16 responded that it had no responsive documents. (See Exhibit MDV-R7).

17 **Q. GIVEN BELL SOUTH'S OFFERED DISCOUNT, IS THE COST TO THE**
18 **CLECS FOR USING THE BATCH ORDERING PROCESS**
19 **SUBSTANTIAL?**

20 A. Yes. Because the hot cut process is manual, large numbers of personnel will be
21 required. For example, in Florida alone, the salary and benefits of the additional
22 LCSC and CWINS personnel required will be over \$40,000,000 dollars annually,
23 and the salary, benefits, and tools for the additional central office and field
24 personnel will be over \$58,000,000 dollars annually. (See Exhibit MDV-R8)
25 This does not include training costs, real estate, etc. for these employees. This

1 significant extra annual cost (likely well over \$100,000,000 for a single state) by
2 BellSouth will of course be passed on to CLECs, who will pay these extra charges
3 *for no additional value* to the consumers.

4 Importantly, these extra BellSouth personnel costs do not include other
5 costs such as the CLECs' internal costs for its own personnel, as well as the
6 network infrastructure required to be able to provide its own switching.

7 **Q. WHAT DO YOU RECOMMEND THE COMMISSION DO REGARDING**
8 **THE ESTABLISHMENT OF TELRIC PRICING FOR A BATCH**
9 **PROCESS FOR BELLSOUTH?**

10 A. First, the Commission should establish appropriate batch processes based on
11 AT&T's recommendation described in my direct testimony. Once processes are
12 defined and BellSouth implements the Commission's Order, then TELRIC rates
13 should be established. Until those rates are established, rates for UNE-P
14 migrations should be charged for loop migrations when using the Commission
15 approved batch process.

16 **V. BELLSOUTH'S TESTIMONY DOES NOT ADEQUATELY ADDRESS**
17 **THE NEW OPERATIONAL ISSUES THAT WILL ARISE IF LOCAL**
18 **SWITCHING IS NO LONGER AVAILABLE TO CLECS AS A UNE.**

19 **Q. PLEASE REMIND THE COMMISSION WHAT ADDITIONAL**
20 **OPERATIONAL CONCERNS YOU BELIEVE MAY OCCUR IF LOCAL**
21 **SWITCHING IS NO LONGER AVAILABLE TO CLECS.**

22 A. The two specific issues I addressed in my direct testimony were collocation space
23 and trunk blocking. It is likely we will see impacts in both of those areas if
24 unbundled local switching is no longer available to CLECs at cost-based rates.

1 More collocation space will be needed and traffic patterns within the network will
2 change such that more local traffic will be routed to the ILEC's tandem switch.

3 **Q. ON PAGES 2-4 OF HIS TESTIMONY, MR. GRAY STATES THAT**
4 **COLLOCATION SPACE IS AVAILABLE AND THAT BELL SOUTH**
5 **PROVIDES COLLOCATION IN A TIMELY MANNER. PLEASE**
6 **COMMENT.**

7 A. Conspicuous for its absence is any discussion of the plans that BellSouth has
8 made to handle the surge of applications for new collocation arrangements and
9 augmentations of existing collocations, not to mention the need to plan and
10 construct necessary additions to its central office back-up power plants.
11 BellSouth's testimony also does not account for the additional staffing it will
12 likely need to support the surge in collocation requests it may receive. And, while
13 BellSouth claims it has space available, it does not say how much, so the
14 Commission has no information to understand how many additional CLECs
15 BellSouth's central offices can accommodate.¹⁰

16 Like its performance in other areas, BellSouth's performance results in
17 providing collocation space in today's environment, when there is little to no
18 activity, has little relevance in an environment much more dependent on timely

¹⁰The FCC identified available collocation space as an issue for the state TRO proceedings. TRO ¶ 513. "We find that the absence of sufficient collocation space in the incumbent central office or offices might in some markets render competitive entry impossible and thus result in impairment. We therefore direct the state commissions to consider evidence concerning the costs and physical constraints associated with collocation in a particular market. We direct state commissions to consider whether competitive entry is inhibited, or is likely to be inhibited going forward, by the exhaustion of available collocation space in the incumbent LEC's central offices. Evidence relevant to this inquiry would include, for example, the amount of space currently available in those central offices; the expected growth or decline, if any, in the amount of space available; and the expected growth or decline, if any, of requesting carriers' collocation space needs, assuming that access to unbundled switching were curtailed. The state commissions shall consider this factor in determining whether to find that requesting carriers are not impaired without access to unbundled local circuit switching."

1 collocation installations. Yet BellSouth has provided no details on how it plans to
2 manage increased demand for collocation or what it estimates that demand to be.
3 Without an ability to efficiently provide increased amounts of collocation in a
4 timely manner, BellSouth's theoretical ability to perform hot cuts to non-existent
5 collocation arrangements, even if true, becomes beside the point.

6 **Q. EARLIER YOU EXPRESSED CONCERN ABOUT THE IMPACT OF THE**
7 **SHIFT IN TRAFFIC OFF OF BELLSOUTH'S CURRENT LOCAL**
8 **SWITCH-TO-LOCAL SWITCH NETWORK AND ONTO THE TANDEM**
9 **TRANSPORT NETWORK. PLEASE EXPLAIN WHAT YOU MEAN BY**
10 **THIS SHIFT IN TRAFFIC.**

11 A. When a CLEC is using UNE-P it not only uses BellSouth's unbundled switching
12 but it also uses BellSouth's unbundled common transport.¹¹ Because of the traffic
13 volumes and the community of interest between local switches that BellSouth has
14 as a result of its former monopoly status, much of the retail and UNE-P inter-
15 switch traffic is routed on direct trunk groups from the originating end office local
16 switch to the terminating end office local switch. However, because the CLECs
17 do not enjoy the same economies of scale as BellSouth does, most of the traffic
18 from the CLEC's local switches will have to be routed through BellSouth's
19 tandem switches for completion to the BellSouth end offices. Additionally, traffic
20 originated by BellSouth customers will need to be routed through its tandem
21 switches for completion to the CLEC's local switches when a BellSouth customer
22 is calling a CLEC customer.

¹¹ Common transport is also known as shared transport.

1 As a result of the conversion of the embedded base of UNE-P customers
2 to the CLEC's switches there is going to be a tremendous shift in traffic volumes
3 off of the existing BellSouth end office-to-end office trunk groups and onto the
4 BellSouth tandem switches and the trunk groups between the tandem switches
5 and the BellSouth end offices. Unless BellSouth has properly engineered for this
6 growth in volumes on its tandem network, CLECs and their customers are going
7 to experience tandem congestion and the resulting call blocking.

8 **Q. BECAUSE BELL SOUTH WILL NEED TO USE ITS TANDEM**
9 **NETWORK TO COMPLETE ITS CUSTOMER'S CALLS TO THE**
10 **CLECs, WON'T THIS PROBLEM ALSO BE A CONCERN FOR THEM?**

11 A. Not necessarily. It is important to keep in mind that the customer being migrated
12 was already a CLEC customer and may have been a CLEC customer for a
13 considerable amount of time. Because of the service outage and feature
14 functionality issues associated with a hot cut over to the CLECs facilities, the
15 CLECs are required to notify all of their UNE-P customers of the conversion to
16 UNE-L. This is typically accomplished via a letter to the customers informing
17 them of a "network upgrade" that will result in a brief (we hope) outage and will
18 potentially impact some of their feature functionality.¹² After this "network
19 upgrade" is accomplished the customer, who never had a problem completing or
20 receiving calls before the "upgrade" and now experiences these problems, will
21 assume that the CLEC dropped the ball on its "upgrade." Even in cases where the
22 BellSouth's customer gets blocked it is generally going to be a negative reflection

¹² Some switch based features such as speed calling and remote call forwarding will have to be reprogrammed by the customer when the customer is converted from UNE-P to the CLEC's switch.

1 on the CLEC because people trying to call the CLEC's customer did not have a
2 problem with call blocking prior to the "upgrade." Unless BellSouth has planned
3 for and engineered its network for this major shift in traffic patterns, CLEC
4 customer service will be severely impacted and as a result the CLECs will lose
5 customers back to BellSouth.

6 **Q. SHOULD BELLSOUTH BEGIN TO ENCOUNTER THIS CONGESTION**
7 **ON ITS TANDEM NETWORK CAN'T IT EASILY BE REMEDIED BY**
8 **THE ADDITION OF TRUNKS BETWEEN THE TANDEMS AND THE**
9 **END OFFICES?**

10 A. If it is a simple matter of increasing the trunk group size and the spare facilities
11 are available to do so, then it is a relatively easy problem to fix. However, the
12 problem is not all that simple. First, BellSouth must determine whether its
13 tandem switches can handle the increased traffic load that they will face. If not,
14 either the tandem switch will have to be augmented through an addition of
15 equipment and supporting software. In cases where BellSouth's tandems are
16 already performing at or near capacity then additional tandem switches may need
17 to be installed in the network. In either case both scenarios will take a
18 considerable amount of time, during which the CLEC's customers are continuing
19 to experience service problems. Additionally, there may be cases where the
20 tandem has the capacity but there are no spare facilities between the tandem and
21 the end offices to grow the existing trunk groups for the additional traffic load.
22 This scenario will also take time for BellSouth to install the interoffice facilities it

1 will need to support the offered traffic loads, all resulting in the same detrimental
2 impact to the CLEC's customers.

3 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

4 A. Yes, it does.

Subject:

FW BellSouth Response to Question re: Bulk Migration Collaborative

-----Original Message-----

From: Change Control [mailto:Change.Control@BELLSOUTH.COM]
Sent: Thursday, November 20, 2003 2:21 PM
To: 80ta; a lee; a vincent; adsl technician; Alan Flanigan; alejandro; Amanda Hill; Annette Cook; Annette Hardy; asanjuan; B Murdo; B Shafer; B Stewart; B Swager; Becky Gorman; Bette Smith; Beverly Posey; Bill Czolba; Bill Gaboriski; Bill Grant; Bill York; Bob Buerrosse; Brenda Gant; Brian Feller; BSNotes; BSTCarrier; C & M; C Ashford; C Cassel; C Chiavatti; C Flanigan; C Larson; C Miller; C Smallwood; C Soptic; Caren Schaffner; Carol Asenjo; Catherine Gray; Cedric Cox; Change Control; Cheryl Acosta; Cheryl Haynes; Iacovelli, Christopher D (Chris) - ALABS; Christy Markley; Cindy Schneider; Colette Davis; Colleen Sponseller; Connie Nathan; Craig Davis; Burt, Diane P - ALABS; D Feinberg; D Kane; D Mitchell; D Nathanson; D Parobeck; D Petry; Daddy Max; Dale Donaldson; Darrin McClary; Townsend, David (Dave) - ALABS; David Burley; David Lee; DDL; Berger, Denise C - NKLAM; Desiree; Don; Donna Poe; E Goldberg; E Singleton; Ed; Elliott Wrann; Erick Melgarejo; Eyu; Gary; Ggotimer; H Carlton; Hawn Nguyen; Heather Thompson; J Britton; J David; J Johnson; J Mclau; J Nugent; J Oliver; J Perry; J T Wilson; J Wilwerding; Jake Hayes; James Childress; Janice Johnson; jason Bahr; Jason Lee; Bradbury, Jay M - LGCRP; jean Cherubin; Jeff Walker; Jennifer S; Jerry; Jerry Hill; JG6837; Joanne Baxter; John Boshier; John Duffey; John Fury; Jureidini, Jordana M - NKLAM; K Branch; K Pollard; K Turner; Karen Grim; Kraig Nielsen; Kyle Kopytchak; L Hopkins; L Looney; L Mitchell; L Ortega; Lacy Hamlin; Launch Now; Leon Bowles; Linda Minasola; Louis Toyama; Lorna Richards; Lorraine Watson; Louise Wilds; M Boner; M Connolly; M Dossey; M Mathews; Margaret Ring; Aquino, Maria D - ALABS; Mark; Mark Ozanick; Mary Conquest; Maya Mistry; Mel Wagner; Mer; Michael Britt; Michael Dekorte; Micki Jones; Midge Houghtaling; Mike Young; Mnoshay; Morgan Halliday; N Dreier; Nancy Thompson; Natalie Franklin; Neustar; Nicole Crauwels; Notifications (Ernest Group); One Point; OSS; P Barker; P Kinghorn; P McKay; P Pinick; Patricia D; Peggy Rehm; Peggy Rubino; Phil Nixon; Cole, Peter M (Pete) - ALABS; R Bennett; R Breckin; R Cairnes; R Harsila; R Maimon; R Munn; R Wilson; Rae Couvillion; Rebecca Baldwin; Regina McDay; Rick Williams; Robert; Robert Scordato; Ron Johnson; Ross Martin; Rubye; S Cogburn; S Sarem; Sandra Hendricks; Sandra Kahl; Schula Hobbs; Scott Emener; Scott Harper; Scottme; Sharon Eleazer; Sherry Lichtenberg; Steve Brown; Steve Moore; Steve Taff; Susan Sherfey; T Aziz; T Barton; T Carter; T Fry; T Norvell; T Wimmerstedt; TagTeam; Tim; Todd; Todd Sorice; Tom Hyde; Toni; Tonyam; TS1336; Tyra Hush; W Fletcher; Walter Carnes; Wendy Hernandez
Subject: BellSouth Response to Question re: Bulk Migration Collaborative

CLECs,

In response to the question from Benni Almas (Neustar) regarding BellSouth's plans to establish a Bulk Migration collaborative with the CLEC community:

BellSouth has an effective, seamless Bulk Migration process in place. Consequently, BellSouth has no plans to establish a Bulk Migration collaborative at this time.

If this changes in the future, CCP will forward the invitation to the CLEC community.

Thanks,

Change Management Team

"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.60"

BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91083967**

Date: January 28, 2004

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (Product/Service) - Enhancements for the Unbundled Network Element – Platform (UNE-P) to UNE-Loop (UNE-L) Bulk Migration Process CLEC Information Package, Version 2

This is to advise that on February 18, 2004, the UNE-P to UNE-L Bulk Migration Process CLEC Information Package, Version 2, will be posted to the BellSouth Interconnection Services Web site at:

<http://interconnection.bellsouth.com/guides/html/unes.html>

This package will replace the UNE-P to UNE-L Bulk Migration Process CLEC Information Package, Version 1.

The UNE-P to UNE-L Bulk Migration Process CLEC Information Package, Version 2, will contain document updates as well as incorporated CLEC enhancements that CLECs suggested at various Public Service Commission workshops in the BellSouth region. These updates and enhancements include:

- After Hours / Weekend Migrations
- Two-Hour Go Ahead Notifications for SL1 non-coordinated migrations
- Time Windows for coordinated conversions
- Documentation update for pre and post order completion restoral process
- Process for same-day end user account migrations
- Process applicability to CLEC-to-CLEC migration (UNE-P to UNE-L).

Please contact your BellSouth Local Support Manager with any questions.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF W. KEITH MILNER
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
CASE NO. 2001-105
MAY 18, 2001

Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present position since February 1996.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 30 years and includes responsibilities in the areas of network planning, engineering, training, administration, and operations. I have held positions of responsibility with a local exchange telephone company, a long distance company, and a research and development company. I have extensive experience in all phases of telecommunications network planning, deployment, and operations in both the domestic and international arenas.

I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in 1970, with an Associate of Applied Science in Business Administration degree. I graduated from Georgia State University in 1992 with a Master of Business Administration degree.

1 A. (Coordinated loop cutovers involve a number of steps.) Exhibit WKM-2 shows, pictorially
2 and with a brief narrative, the various work steps involved in a typical coordinated loop
3 cutover. These photographs were taken in BellSouth's Norcross, Georgia, central office;
4 however, the work steps are identical in all nine states in BellSouth's region. Briefly, the
5 work steps involved are as follows:

- 6 • The BellSouth central office technician receives a call from the Customer
7 Wholesale Interconnection Network Services (CWINS) Center to begin cutover
8 and asks for the cable pair number of the loop to be cutover. This is shown on
9 page 1 of Exhibit WKM-2.
- 10 • The technician types the cable pair number into a database to find the loop
11 cutover work order number. This is shown on page 2 of Exhibit WKM-2.
- 12 • The technician retrieves a copy of the work order for the unbundled loop. This is
13 shown on page 3 of Exhibit WKM-2.
- 14 • The technician in the BellSouth central office responds to the BellSouth UNE
15 Center's request to initiate coordination of the overall cutover of service from
16 BellSouth to the CLEC. This is shown on page 4 of Exhibit WKM-2.
- 17 • The technician then verifies that the correct loop has been identified for cutover.
18 This is done using a capability referred to as Automatic Number Announcement
19 Circuit ("ANAC"). The technician plugs a test set onto the loop and dials a
20 special code. The telephone number associated with that loop is played audibly.
21 This is shown on page 5 of Exhibit WKM-2.
- 22 • Next, the technician locates the existing jumper on the BellSouth MDF running
23 between the loop and the BellSouth switch port. This is shown on pages 6-7 of
24 Exhibit WKM-2.
- 25 • The technician locates and removes the end of the jumper connected to the

- 1 BellSouth cable pair. This is shown on page 8 of Exhibit WKM-2.
- 2 • The technician then locates and removes the end of the jumper connected to the
- 3 BellSouth switching equipment. This is shown on page 9 of Exhibit WKM-2.
- 4 • The technician then connects the one end of a new jumper between the loop and a
- 5 connector block on a cable rack with tie cables to the CLEC's collocation
- 6 arrangement. This is shown on page 10 of Exhibit WKM-2.
- 7 • The technician then weaves the new jumper wire through the cable rack to reach
- 8 the tie cables to the CLEC's collocation arrangement. This is shown on page 11
- 9 of Exhibit WKM-2.
- 10 • The technician connects the second end of the new jumper to the connector block
- 11 and thus the tie cable to the CLEC's collocation equipment. This is shown on
- 12 page 12 of Exhibit WKM-2.
- 13 • The technician next verifies that the loop is connected to the expected switch port
- 14 and telephone number in the CLEC's switch, again using ANAC capabilities.
- 15 This is shown on page 13 of Exhibit WKM-2.
- 16 • Upon successful completion of the loop cutover, the technician verifies with the
- 17 CLEC that the order was correctly worked, closes the work order, and notifies the
- 18 UNE Center. This is shown on page 14 of Exhibit WKM-2.
- 19 • Once the cutover is complete, the CLEC sends appropriate messages to effect
- 20 number porting.

21

22 Q. DOES BELLSOUTH DO ANY TESTING IN ADVANCE OF THE CUTOVER DATE?

23

24 A. Yes, BellSouth does advance testing for all designed circuits which come with test points.
25 For such circuits, BellSouth will check the circuit 24 to 48 hours prior to the due date.

1 For non-designed circuits, BellSouth performs continuity tests within the central office
2 from the collocation space to the BellSouth switch. For both designed and non-designed
3 circuits, BellSouth tests on the cutover due date for CLEC dialtone.

4
5 On the due date, BellSouth tests for CLEC dialtone for all circuits, whether designed or
6 nondesigned. BellSouth also monitors the line for use. If during the test, BellSouth does
7 not receive CLEC dialtone, the cutover will not take place unless the CLEC corrects the
8 problem within 15 minutes or pays for standby time. Otherwise, the CLEC must elect to
9 reschedule the conversion.

10
11 Q. DOES BELL SOUTH PERFORM LOOP CUTOVERS SIMULTANEOUSLY WITH
12 NUMBER PORTING?

13
14 A. No. BellSouth does not perform loop cutovers simultaneously with number porting for
15 the very important reason that to do so leaves the end user customer at risk of the number
16 porting being completed early and calls bound for the end user customer being
17 misdirected to the CLEC's switch. (The loop cutover is much more complicated in terms
18 of the work steps involved (on the part of both BellSouth and the CLEC) than the number
19 porting.) BellSouth performs all "up front" work in anticipation of the loop cutover being
20 successfully completed. BellSouth's provisioning process is discussed in the testimony of
21 Ken Ainsworth. BellSouth's LNP implementation is discussed further in the Affidavit of
22 Dennis L. Davis, Attachment E.

23
24 The cutover process can be even more unobtrusive to the end user customer if one of
25 several processes is followed. The CLEC might, for example, schedule the cutover late

1 at night or on a weekend or any other time when the end user customer will not be using
2 the service. Other procedures such as pre-wiring cross connections in anticipation of
3 BellSouth's providing the unbundled network elements likewise minimize or eliminate
4 any inconvenience to the end user customer.

5

6 Q. DOES BELLSOUTH DOCUMENT ITS CUTOVER PROCESS SUCH THAT THE
7 CLECS CAN REVIEW IT?

8

9 A. Yes. BellSouth has developed a detailed flow chart depicting the entire process. This
10 process flow is attached to this testimony as Exhibit WKM-3.

11

12 Q. DOES BELLSOUTH HAVE METHODS AND PROCEDURES THAT DOCUMENT
13 THIS PROCESS FLOW?

14

15 A. Yes. BellSouth has developed methods and procedures ("M&Ps") for its process flow.
16 BellSouth's M&Ps are attached to this testimony as Exhibit WKM-4 and address the
17 following:

- 18 • BellSouth's processes when a CLEC orders a coordinated conversion and whether
19 the CLEC wants to set the conversion time for an offered day or whether the
20 CLEC elects to have the time mutually agreed to prior to conversion.
- 21 • BellSouth's requirements to contact the CLEC at any point in the provisioning
22 process where a jeopardy condition might result in a conversion delay.
- 23 • BellSouth's commitment to contact the CLEC 24 to 48 hours in advance of the
24 cut depending on the interval for the service ordered, to negotiate a non time
25 specific conversion and/or to verify the CLEC's readiness to convert the

1 customer's service as ordered.

- 2 • BellSouth's pre-testing responsibilities prior to conversion as well as on the
- 3 conversion date to ensure the conversion is completed successfully.
- 4 • BellSouth's willingness to notify and cooperatively work with CLECs to correct
- 5 any wiring defects which BellSouth identifies while performing pre-testing
- 6 activities whether the fault appears to be in BellSouth's or a CLEC's equipment.
- 7 • A CLEC's ability to accept or reject the completion of a conversion prior to
- 8 BellSouth completing the service request and BellSouth's obligation to timely
- 9 notification to the CLEC for the porting of telephone numbers.

10 In addition, BellSouth has developed training materials with which to instruct its
11 technicians about the loop cutover process. These are Work Instruction UTDIC001,
12 Issue 2f, and Work Instruction UTNIC001, Issue 2g., and are attached to this testimony
13 as Exhibit WKM-5.

14

15 Q. IS BELLSOUTH'S CIRCUIT FACILITY ASSIGNMENT (CFA) DATABASE
16 AVAILABLE TO CLECS IN CONNECTION WITH LOOP CUTOVERS?

17

18 A. Yes. BellSouth makes available its CFA database to CLECs via the Internet. BellSouth
19 provides CLECs with the circuit facility assignments (that is, cable and pair assignments
20 for the cable between the CLEC's collocation arrangement and BellSouth's equipment
21 such as distributing frames or cross-connect bays) assigned to the CLEC at the time the
22 CLEC's collocation arrangement is made available. Each CLEC is required to maintain
23 its own circuit facility assignment records and assign each pair that the CLEC wants
24 BellSouth to use in order to connect BellSouth facilities to the CLEC's facilities.

25

BellSouth Batch Options vs. AT&T Recommendation*

(*AT&T recommendation from pages 59-63 of direct testimony Mark Van de Water)

AT&T Recommendation	Ainsworth/Pate	McElroy
Include IDLC	Yes	Yes
Include UNE-L line splitting	No	??
CLEC to CLEC	No.	??
Operate in conjunction with acquisition process (UNE-P)	No-embedded base only	No-embedded base only
24 hour scheduling with no overtime costs	Includes Saturday and after hours (costs?)	??
CLEC specific batches	Yes	?
Window of time specific batches—all cuts to be started and completed within window	4 hour window for coordinated Same day for end-users “account” Unclear on same day for all (See*** below.)	No. Orders will be completed in negotiated period not expected to exceed 60 or 180 days.
Sufficiently scalable to meet mass market demands	No	No
Process available on an ongoing basis	No	No
Real time electronic notification of status including order completion, e.g. Verizon’s WPTS with AT&T proposed enhancements	Web based communications system “Similar” to Verizon & SBC but for non-coordinated only. Not enough information to assess. Web based scheduling tool similar to Verizon. (Not enough information to assess) (See*** below)	??
CLECs should not have to prescreen for batch eligibility	??	??
UNE-P rate until converted	Yes	UNE-L rate when service order created
ILEC should electronically notify when batch is ready	??	No

for scheduling		
Sufficient lead time to notify customers, etc--4 days from LSR submission	No	No/no customer specific due dates provided
Ability to make changes to orders with batch due date assigned	??	No
Equivalent OSS functionality to UNE-P --Pre-Order/Order --Flowthrough --One LSR --Directory Listings	No (See***below)	BellSouth issues orders/no change from today.
Self executing process to immediately switch customers back if a cut fails (regardless of fault)	Unknown--simply refers to timely restoral/does not appear to support port in error. (See***below)	??
Low Cost	No. 10% discount	No. 15% to 25% discount.
Testing using collocation and sustained significant volume of ILEC customers	Inadequate testing	No testing
No negative impacts on processes and databases (part of test)	Not addressed	Not addressed
Trunking issues	Not addressed	Not addressed
Availability of copper/UDLC	Not addressed	Not addressed
CFA Inventories	Not addressed	Not addressed
Collocation issues	Not addressed	Not addressed
Exceptions to acquisition period	Not addressed	Not addressed
Double migration mitigation	Not addressed	Not addressed
Metrics	Not addressed	Not addressed
Meaningful SEEM	Not addressed	Not addressed
	Include DS0 EELs	

***AT&T's Proposed Batch Hot Cut Process
Descriptive Information

Includes all service configurations available for mass market customers, including

CLEC to CLEC
IDLC
Line-split service

The starting point for the batch is UNE-P (If CLECs are found not to be impaired in any market, UNE-P should be used as an acquisition tool)

ILEC will provide an electronic scheduling tool that advises, in increments of one hour, batch availability, e.g. 8-9 a.m. March 01, 2004-available.

Batches are CLEC specific. A batch should include a minimum of 20 lines per hour. Batches should be scheduled when NPAC is available for porting numbers. As the ILEC has no stated maximum volume, there are no other restrictions on batches within or among central offices.

To minimize the manual coordination between the ILEC and CLEC and improve response times, the batch process should include a new **system** to provide real-time electronic notification of the following work activities:

- CLEC to notify ILEC of batch, including requested due date obtained from scheduler, central office, CO and # of lines to be migrated.
- ILEC to confirm due date and provide batch ID within 1 day of receipt.
- ILEC will provide dial tone and ANI results. To facilitate CLEC tracking, these results will be provided in the order that the service orders will be worked.
- ILEC will provide jeopardies, e.g. facilities
- CLEC will indicate readiness for actual migration to occur 24 hours before due date and time (or no exception message is default concurrence).
- Frame technicians will input completion information as each cut is complete.
- CLEC will provide loop acceptance to ILEC

LSRs will be submitted by CLEC as they are today, with the addition of a batch ID code, and these orders should flow-through.

If an individual cut in a batch fails, and the number has not been ported, the ILEC should restore the service in one hour. For numbers that have been ported, the interval for restoring the customer's service should not exceed 4 hours.

If the batch process as ultimately recommended by PSC staff and approved by PSC does not have adequate measures, the FPSC should convene an industry workshop for the purpose of establishing measures.

Upon implementation of the measures, a third party test to determine if process can achieve performance standards.

AT&T recommends using ILEC retail customers in the test, using collocation equipment installed to operate as a pseudo-CLEC specifically for this test.

- 3RD party vendor designed and monitored
- PSC oversight
- sustained daily volumes for 2 weeks
- using new performance standards

--Performance measures and testing should be successfully completed before CLECs are required the use the batch process.

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<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
1000	1	653
1000	1.1	002
1000	2	198
1000	2.1	065
1000	3	067
1000	4	161
1000	4.1	011
1000	5	134
1000	8.1	050
1000	8.2	004
1000	9	042
1000	18	015
1000	25	010
1000	26	001
1000	27	005
1000	27.0.1	003
1000	27.2	008
1000	48	005
1000	57	006
1000	67	009
1000	70	006
1002	2-12.0.1	008
1002	2-12.0.2	004
1002	2-12.1	016
1002	2-12.2	010
1002	2-30	020
1002	2-31	013
1002	2-31.1	003
1002	2-49.0.19	006
1002	2-49.1	017
1002	2-49.2	009

1005	5-1	018
1005	5-1.1	011
1005	5-1.1.1	000
1005	5-11.1.1	002
1005	5-12	019
1005	5-13	012
1005	5-15	009
1005	5-17	002
1005	5-18	002
1005	5-19	008
1005	5-19.1	002
1005	5-23	008
1006	6-29	010
1006	6-141.1	004
1007	7-4	012
1007	7-14.4	000
1007	7-80	006
1007	7-86.1.1	004
1013	13-76.14	000
1013	13-76.15	000
1013	13-76.16	000
1013	13-76.17	000
1013	13-76.18	000
1020	20-12	007
1020	20-13	006
1020	20-14	004
1020	20-17	005

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 653RD REVISED PAGE 1
 CANCELS 652ND REVISED PAGE 1

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ACCESS SERVICE
 CHECK SHEET

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<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
Title	2nd	21.1	Original	55	8th
1	653rd*	22	23rd	56	5th
1.1	2nd*	22.1	4th	57	6th*
2	198th*	23	7th	58	4th
2.1	65th*	24	7th	59	7th
3	67th*	25	10th*	60	9th
3.1	10th	26	1st*	61	3rd
4	161st*	27	5th*	62	7th
4.1	11th*	27.0.1	3rd*	63	3rd
5	134th*	27.1	4th	63.1	3rd
5.1	90th	27.2	8th*	64	4th
5.1.1	25th	27.3	4th	65	7th
6	94th	27.4	4th	66	3rd
6.1	28th	27.5	Original	67	9th*
6.2	Original	27.5.1	Original	67.1	2nd
7	124th	27.6	5th	68	5th
8	49th	27.7	10th	69	5th
8.1	50th*	27.7.1	3rd	69.1	Original
8.2	4th*	27.8	1st	70	6th*
9	42nd*	27.9	1st	70.1	1st
9.0.0.1	17th	28	6th	71	7th
9.0.0.2	4th	29	8th	72	11th
9.0.1	13th	30	2nd	72.1	5th
9.0.1.1	1st	31	8th	73	5th
9.0.2	7th	31.1	7th	74	7th
9.0.3	9th	32	7th	74.1	5th
9.0.3.1	1st	33	6th	75	10th
9.0.4	12th	34	6th	75.1	8th
9.0.4.1	Original	35	4th	75.2	15th
9.0.5	34th	36	5th	75.2.1	1st
9.0.5.1	13th	37	5th	76	5th
9.0.5.2	1st	38	8th	77	3rd
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10	1st	40	7th	2-1	2nd
11	10th	41	3rd	2-2	4th
12	12th	42	6th	2-3	Original
12.1	5th	43	10th	2-4	Original
13	14th	44	7th	2-5	4th
14	6th	45	7th	2-6	1st
14.1	3rd	46	7th	2-7	1st
15	8th	47	2nd	2-8	2nd
16	3rd	48	5th*	2-8.1	Original
17	14th	49	7th	2-9	1st
18	15th*	50	5th	2-9.1	Original
18.1	4th	51	8th	2-10	Original
19	5th	52	5th	2-11	1st
20	13th	53	5th		
21	13th	54	8th		

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TARIFF F.C.C. NO. 1
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ACCESS SERVICE

CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
2-12	13th				
2-12.0.1	8th*				
2-12.0.2	4th*				
2-12.1	16th*				
2-12.2	10th*				
2-13	10th				
2-13.1	1st				
2-14	11th				
2-15	13th				
2-15.1	3rd				
2-16	16th				
2-16.1	Original				
2-17	14th				
2-17.1	5th				
2-18	6th				
2-18.1	5th				
2-18.2	5th				
2-18.3	5th				
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ACCESS SERVICE

CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
2-19	2nd	2-46.0.1	6th	2-49.2	9th*
2-20	5th	2-46.1	8th	2-50	10th
2-21	8th	2-46.2	1st	2-51	6th
2-21.1	3rd	2-46.3	1st	2-52	7th
2-21.2	1st	2-46.4	1st	2-52.1	8th
2-21.3	1st	2-47	2nd	2-52.2	Original
2-22	6th	2-48	4th	2-52.3	1st
2-23	5th	2-48.1	1st	2-53	3rd
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2-24.1	Original	2-49.0.1	4th	2-54	5th
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2-29	3rd	2-49.0.6	Original	2-59	5th
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2-35	2nd	2-49.0.18.2	5th	2-70.1	6th
2-36	4th	2-49.0.18.3	2nd	2-71	4th
2-37	5th	2-49.0.18.4	2nd	2-72	5th
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2-44.2	3rd	2-49.0.18.12	1st		
2-45	7th	2-49.0.18.13	Original		
2-45.1	Original	2-49.0.19	6th*		
2-46	7th	2-49.1	17th*		

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<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
3-1	3rd	5-9.1	2nd		
3-2	4th	5-10	6th		
3-3	5th	5-11	11th		
3-4	4th	5-11.0.1	4th		
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3-7	2nd	5-11.2	9th		
3-8	Original	5-12	19th*		
3-9	Original	5-13	12th*		
3-10	1st	5-14	3rd		
3-10.1	2nd	5-15	9th*		
3-11	2nd	5-16	1st		
3-12	2nd	5-17	2nd*		
3-13	2nd	5-18	2nd*		
3-14	6th	5-19	8th*		
3-15	4th	5-19.1	2nd*		
3-16	4th	5-19.2	1st		
3-17	4th	5-20	11th		
3-17.1	3rd	5-20.1	Original		
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4-6	30th	5-23.2	3rd		
4-7	20th				
4-8	14th				
4-9	18th				
5-1	18th*				
5-1.1	11th*				
5-1.1.1	Original*				
5-1.2	8th				
5-1.2.1	4th				
5-1.2.2	1st				
5-1.3	7th				
5-1.3.1	2nd				
5-1.4	3rd				
5-2	7th				
5-2.0.1	2nd				
5-2.1	3rd				
5-3	7th				
5-4	6th				
5-5	8th				
5-6	8th				
5-7	8th				
5-8	8th				
5-8.1	3rd				
5-9	7th				

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.
 *New or Revised Page *****

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 67TH REVISED PAGE 3
 CANCELS 66TH REVISED PAGE 3

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
6-1	6th				
6-2	4th	6-25.13	Original	6-60	5th
6-3	7th	6-25.14	Original	6-61	3rd
6-3.1	1st	6-25.15	Original	6-62	5th
6-4	7th	6-25.16	Original	6-63	3rd
6-5	4th	6-26	8th	6-64	6th
6-6	7th	6-27	11th	6-65	4th
6-7	14th	6-27.0.1	Original	6-66	3rd
6-7.1	Original	6-27.1	9th	6-67	3rd
6-8	12th	6-27.2	2nd	6-68	3rd
6-9	6th	6-27.3	2nd	6-69	6th
6-10	5th	6-27.4	Original	6-70	2nd
6-11	9th	6-28	12th	6-71	3rd
6-11.1	6th	6-28.1	4th	6-72	3rd
6-11.2	5th	6-29	10th*	6-73	4th
6-11.3	2nd	6-30	4th	6-74	7th
6-11.4	4th	6-31	4th	6-75	7th
6-12	5th	6-32	4th	6-75.1	10th
6-12.1	6th	6-33	5th	6-75.2	8th
6-13	7th	6-34	5th	6-75.3	3rd
6-14	6th	6-34.1	4th	6-75.4	4th
6-15	5th	6-35	4th	6-75.5	2nd
6-16	5th	6-36	6th	6-75.6	1st
6-17	5th	6-37	5th	6-75.7	1st
6-18	5th	6-38	5th	6-75.8	2nd
6-18.1	7th	6-39	5th	6-75.9	2nd
6-19	6th	6-40	4th	6-75.10	4th
6-20	6th	6-41	6th	6-75.10.1	Original
6-21	7th	6-42	5th	6-75.11	2nd
6-22	9th	6-43	5th	6-75.12	1st
6-22.1	5th	6-44	5th	6-75.13	4th
6-23	4th	6-45	7th	6-75.14	3rd
6-23.1	3rd	6-46	10th	6-75.15	1st
6-24	7th	6-47	8th	6-75.16	1st
6-25	10th	6-48	9th	6-75.17	Original
6-25.1	7th	6-49	11th	6-75.18	1st
6-25.2	4th	6-50	9th	6-75.19	Original
6-25.3	9th	6-51	8th	6-75.20	Original
6-25.3.1	2nd	6-52	9th	6-75.21	Original
6-25.4	3rd	6-52.0.1	Original	6-75.22	1st
6-25.5	3rd	6-52.1	5th	6-75.22.1	Original
6-25.6	4th	6-53	7th	6-75.23	2nd
6-25.7	2nd	6-53.1	5th	6-75.24	Original
6-25.8	Original	6-54	6th	6-76	6th
6-25.9	1st	6-55	9th	6-77	6th
6-25.10	2nd	6-56	1st	6-77.1	5th
6-25.10.1	2nd	6-57	5th	6-78	6th
6-25.11	Original	6-58	3rd	6-78.1	3rd
6-25.12	Original	6-58.1	1st	6-79	6th
		6-59	4th		

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.
 *New or Revised Page *****

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 161ST REVISED PAGE 4
 CANCELS 160TH REVISED PAGE 4

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
6-141	4th	6-157.2	7th	6-160.23	Original
6-141.1	4th*	6-157.2.1	10th	6-160.24	Original
6-142	6th	6-157.2.2	10th	6-160.25	Original
6-143	1st	6-157.2.3	11th	6-160.26	Original
6-144	4th	6-157.2.4	7th	6-160.27	Original
6-145	4th	6-157.2.5	7th	6-160.28	Original
6-146	4th	6-157.2.6	7th	6-160.29	Original
6-147	5th	6-157.2.6.1	2nd	6-160.30	Original
6-148	6th	6-157.2.7	13th	6-160.31	Original
6-149	4th	6-157.2.8	11th	6-160.32	Original
6-150	5th	6-157.3	4th	6-160.33	Original
6-151	4th	6-158	5th	6-160.34	Original
6-151.1	2nd	6-159	7th	6-160.35	Original
6-152	5th	6-159.1	5th	6-160.36	Original
6-152.1	2nd	6-159.1.1	6th	6-161	25th
6-153	7th	6-159.1.1.1	5th	6-162	5th
6-153.1	1st	6-159.1.2	4th	6-163	5th
6-154	8th	6-159.1.3	2nd	6-164	5th
6-154.1	Original	6-160	6th	6-164.1	12th
6-155	7th	6-160.1	4th	6-165	7th
6-155.1	4th	6-160.2	8th	6-165.1	1st
6-155.2	4th	6-160.3	2nd	6-165.2	2nd
6-156	15th	6-160.4	4th	6-166	6th
6-157	13th	6-160.5	4th	6-167	5th
6-157.1	5th	6-160.6	4th	6-168	6th
6-157.1.0.1	Original	6-160.7	6th	6-169	9th
6-157.1.0.2	1st	6-160.8	5th	6-169.1	Original
6-157.1.0.3	3rd	6-160.9	6th	6-170	5th
6-157.1.0.4	Original	6-160.10	3rd	6-171	5th
6-157.1.0.5	Original	6-160.11	7th	6-172	6th
6-157.1.0.6	1st	6-160.12	Original	6-173	6th
6-157.1.0.7	Original	6-160.13	Original	6-174	3rd
6-157.1.0.8	Original	6-160.14	Original	6-175	4th
6-157.1.1	8th	6-160.15	Original	6-176	20th
6-157.1.1.1	5th	6-160.16	Original	6-177	10th
6-157.1.2	7th	6-160.17	Original	6-177.1	4th
6-157.1.2.1	6th	6-160.18	Original	6-178	8th
6-157.1.3	12th	6-160.19	Original	6-178.1	7th
6-157.1.3.1	8th	6-160.20	Original	6-178.2	6th
6-157.1.4	9th	6-160.21	Original		
6-157.1.5	9th	6-160.22	Original		

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.
 *New or Revised Page *****

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 11TH REVISED PAGE 4.1
 CANCELS 10TH REVISED PAGE 4.1

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
7-1	5th	7-36.1	4th		
7-2	11th	7-37	4th		
7-2.1	1st	7-38	3rd		
7-3	7th	7-38.1	5th		
7-4	12th*	7-38.2	3rd		
7-4.1	Original	7-38.3	5th		
7-5	6th	7-38.4	4th		
7-6	6th	7-38.5	5th		
7-6.1	7th	7-38.5.1	Original		
7-7	9th	7-38.6	4th		
7-8	7th	7-38.7	1st		
7-8.1	12th	7-38.7.1	Original		
7-8.1.1	3rd	7-38.8	2nd		
7-8.1.2	Original	7-38.9	4th		
7-8.2	4th	7-38.9.1	Original		
7-8.3	4th	7-38.10	3rd		
7-8.3.1	1st	7-38.11	4th		
7-8.4	2nd	7-38.12	Original		
7-9	2nd	7-39	1st		
7-10	2nd	7-40	2nd		
7-11	2nd	7-41	2nd		
7-12	2nd	7-42	1st		
7-13	8th	7-43	1st		
7-13.0.1	1st	7-44	3rd		
7-13.1	3rd	7-45	3rd		
7-14	5th	7-46	3rd		
7-14.1	1st	7-47	5th		
7-14.2	1st	7-48	7th		
7-14.3	1st	7-49	6th		
7-14.4	Original*	7-49.0.1	2nd		
7-15	3rd	7-49.1	5th		
7-16	9th	7-49.4.0.1	Original		
7-17	6th	7-49.1.1	3rd		
7-18	7th	7-49.2	5th		
7-19	9th	7-49.3	7th		
7-20	1st	7-49.3.1	2nd		
7-21	1st	7-49.4	6th		
7-22	2nd	7-49.4.0.1	2nd		
7-23	1st	7-49.4.1	4th		
7-24	1st	7-49.5	4th		
7-25	1st	7-50	3rd		
7-26	3rd	7-51	4th		
7-27	2nd	7-52	4th		
7-28	2nd	7-53	5th		
7-29	2nd	7-54	4th		
7-30	4th				
7-31	2nd				
7-32	3rd				
7-33	2nd				
7-34	2nd				
7-35	1st				
7-36	3rd				

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.
 *New or Revised Page *****

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 134TH REVISED PAGE 5
 CANCELS 133RD REVISED PAGE 5

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
 CHECK SHEET

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
7-55	3rd	7-68	5th	7-96	2nd
7-55.1	2nd	7-68.1	1st	7-97	2nd
7-56	9th	7-69	8th	7-98	1st
7-57	8th	7-70	15th	7-99	2nd
7-57.1	7th	7-70.1	11th	7-99.1	1st
7-57.1.1	Original	7-71	3rd	7-99.2	1st
7-57.2	7th	7-71.1	3rd	7-99.3	1st
7-57.2.1	2nd	7-72	2nd	7-100	9th
7-57.3	8th	7-73	3rd	7-100.1	Original
7-58	8th	7-74	4th	7-101	7th
7-58.1	5th	7-74.1	6th	7-101.1	7th
7-58.2	3rd	7-75	4th	7-101.2	Original
7-58.3	4th	7-76	1st	7-102	8th
7-58.4	1st	7-77	1st	7-102.1	7th
7-58.5	2nd	7-78	1st	7-103	10th
7-58.6	4th	7-79	24th	7-103.1	6th
7-58.6.1	4th	7-79.1	Original	7-103.1.1	2nd
7-58.7	1st	7-80	6th*	7-103.2	4th
7-58.7.1	3rd	7-80.1	3rd	7-103.3	5th
7-58.7.2	Original	7-81	6th	7-103.3.1	3rd
7-58.8	5th	7-81.1	2nd	7-103.4	2nd
7-58.8.1	1st	7-81.2	1st	7-103.5	3rd
7-58.9	3rd	7-82	4th	7-103.6	7th
7-58.9.1	1st	7-83	5th	7-103.6.1	2nd
7-58.10	6th	7-84	10th	7-103.7	4th
7-58.10.0.1	Original	7-84.1	6th	7-103.8	5th
7-58.10.1	2nd	7-85	12th	7-103.8.1	3rd
7-58.11	6th	7-86	2nd	7-103.9	1st
7-58.11.1	2nd	7-86.1	9th	7-103.10	3rd
7-58.12	7th	7-86.1.1	4th*	7-103.11	3rd
7-58.13	8th	7-86.2	5th	7-103.11.1	1st
7-58.14	6th	7-86.2.1	2nd	7-103.12	2nd
7-58.15	3rd	7-86.3	7th	7-103.12.1	1st
7-58.16	3rd	7-86.3.1	Original	7-103.13	7th
7-58.17	4th	7-86.4	4th	7-103.13.1	Original
7-58.17.1	2nd	7-87	8th	7-103.14	7th
7-58.18	3rd	7-88	2nd	7-103.14.1	Original
7-58.19	1st	7-88.1	5th	7-103.15	3rd
7-28.20	Original	7-89	5th	7-103.15.1	1st
7-28.21	Original	7-90	6th	7-103.16	3rd
7-28.22	Original	7-90.1	5th	7-103.17	1st
7-59	7th	7-91	8th	7-103.18	3rd
7-60	5th	7-91.0.1	1st	7-103.18.1	4th
7-61	4th	7-91.1	1st	7-103.18.2	Original
7-61.1	1st	7-92	3rd	7-103.19	3rd
7-62	3rd	7-92.1	7th	7-103.20	3rd
7-63	2nd	7-92.2	1st	7-103.21	1st
7-64	1st	7-93	2nd		
7-65	5th	7-94	3rd		
7-66	4th	7-94.1	2nd		
7-67	4th	7-95	1st		

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.

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BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 50TH REVISED PAGE 8.1
 CANCELS 49TH REVISED PAGE 8.1

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

CHECK SHEET

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
13-1	4th	13-43	2nd	13-76.1	4th
13-1.1	3rd	13-44	3rd	13-76.2	5th
13-2	4th	13-45	4th	13-76.3	2nd
13-3	1st	13-45.1	2nd	13-76.4	1st
13-4	1st	13-45.2	Original	13-76.5	2nd
13-5	4th	13-46	5th	13-76.6	Original
13-6	5th	13-47	4th	13-76.7	1st
13-7	5th	13-48	1st	13-76.8	2nd
13-8	6th	13-49	1st	13-76.9	2nd
13-9	9th	13-50	2nd	13-76.10	1st
13-10	7th	13-51	1st	13-76.11	Original
13-10.1	5th	13-52	1st	13-76.12	Original
13-11	11th	13-53	1st	13-76.13	1st
13-11.1	4th	13-54	1st	13-76.14	Original*
13-12	11th	13-55	1st	13-76.15	Original*
13-12.1	5th	13-56	Original	13-76.16	Original*
13-13	9th	13-57	Original	13-76.17	Original*
13-14	7th	13-58	Original	13-76.18	Original*
13-15	3rd	13-59	Original	13-77	Original
13-16	4th	13-60	1st	14-1	2nd
13-17	3rd	13-61	5th	15-1	1st
13-18	Original	13-62	3rd	15-2	1st
13-19	Original	13-63	3rd	15-3	1st
13-20	Original	13-64	3rd	15-4	1st
13-21	Original	13-65	2nd	15-5	Original
13-22	Original	13-66	2nd	15-6	1st
13-23	1st	13-67	3rd	15-7	1st
13-24	Original	13-68	2nd	15-8	1st
13-25	Original	13-69	5th	15-9	1st
13-26	2nd	13-70	4th	15-10	Original
13-27	4th	13-71	5th	15-11	1st
13-28	4th	13-72	1st	15-12	1st
13-29	4th	13-73	1st	15-13	1st
13-30	1st	13-74	2nd	15-14	1st
13-31	1st	13-74.1	4th	15-15	1st
13-32	1st	13-74.2	2nd	15-16	Original
13-33	1st	13-74.3	3rd	15-17	Original
13-34	1st	13-74.4	4th	15-18	1st
13-35	1st	13-74.5	3rd	15-19	1st
13-36	1st	13-74.6	3rd	15-20	1st
13-37	1st	13-74.7	3rd		
13-38	1st	13-74.8	3rd		
13-39	1st	13-74.9	3rd		
13-40	1st	13-74.10	3rd		
13-41	1st	13-75	7th		
13-42	1st	13-76	2nd		

Certain material previously appearing on this page now appears on 4th Revised Page 8.2.

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.

*New or Revised Page

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 8.2
CANCELS 3RD REVISED PAGE 8.2

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
16-1	2nd				
16-1.1	Original				
16-2	2nd				
16-3	1st				
17-1	Original				
18-1	4th				
18-2	5th				
18-3	13th				
18-4	1st				
18-5	1st				
18-6	1st				
18-7	16th				
18-8	1st				
18-9	1st				
18-10	1st				
18-11	2nd				
18-12	2nd				
18-13	3rd				
18-14	3rd				
18-15	2nd				
18-16	Original				
19-1	8th				

Certain material now appearing on this page previously appeared on 49th Revised Page 8.1.

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.

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
 42ND REVISED PAGE 9
 CANCELS 41ST REVISED PAGE 9

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
 CHECK SHEET

<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>	<u>Page</u>	<u>Number of Revision Except as Indicated</u>
19-2	4th	20-32	7th	21-13	2nd
19-3	5th	20-33	6th	21-14	1st
19-3.1	5th	20-34	7th	21-15	1st
19-3.2	5th	20-35	5th	21-16	2nd
19-4	3rd	20-36	7th	21-17	5th
19-5	8th	20-36.1	6th	21-17.1	Original
19-6	7th	20-37	6th	21-18	1st
19-7	4th	20-37.1	6th	21-18.1	Original
19-8	16th	20-38	8th	21-18.1.1	Original
20-1	11th	20-38.1	6th	21-18.1.2	Original
20-1.1	4th	20-39	17th	21-18.2	1st
20-2	8th	20-39.1	5th	21-18.3	Original
20-2.1	5th	21-1	7th	21-19	1st
20-3	5th	21-1.0.1	1st	21-19.1	Original
20-4	6th	21-1.0.2	Original	21-20	1st
20-4.1	3rd	21-1.0.3	Original	21-21	1st
20-5	6th	21-1.1	4th	21-22	1st
20-6	7th	21-1.1.1	Original	21-23	9th
20-7	5th	21-1.2	Original	21-23.1	1st
20-8	4th	21-2	3rd	21-23.2	Original
20-9	4th	21-2.1	Original	21-24	Original
20-10	4th	21-3	1st	21-25	Original
20-11	5th	21-4	13th	21-25.1	Original
20-12	7th*	21-4.1	Original	21-26	3rd
20-13	6th*	21-5	6th	21-26.0.1	Original
20-14	4th*	21-5.0.1	Original	21-26.0.2	Original
20-15	5th	21-5.1	1st	21-26.1	Original
20-16	4th	21-5.2	Original	21-27	3rd
20-17	5th*	21-5.3	Original	21-27.1	Original
20-18	4th	21-5.4	Original	21-28	1st
20-19	4th	21-5.5	Original	21-29	4th
20-20	5th	21-6	1st	21-29.1	1st
20-21	4th	21-7	6th	21-29.2	Original
20-22	4th	21-7.0.1	Original	21-29.3	Original
20-23	6th	21-7.1	1st	21-30	1st
20-23.1	3rd	21-7.1.1	Original	21-30.1	Original
20-24	11th	21-7.2	Original	21-31	Original
20-25	7th	21-8	6th	21-32	4th
20-26	7th	21-8.1	1st	21-32.0.1	4th
20-27	6th	21-8.2	Original	21-32.1	1st
20-27.1	4th	21-8.3	Original	21-33	1st
20-28	6th	21-8.4	Original	21-34	2nd
20-28.1	5th	21-8.5	Original	21-34.1	1st
20-29	12th	21-9	2nd	21-35	1st
20-29.1	6th	21-10	2nd	21-35.1	Original
20-30	10th	21-11	2nd	21-35.2	Original
20-30.1	7th	21-11.1	Original	21-35.3	Original
20-31	7th	21-12	1st	21-35.4	Original

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*New or Revised Page

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
5. <u>ORDERING OPTIONS FOR BELLSOUTH SWA AND SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE (Cont'd)</u>	
5.3 <u>Access Order Modifications</u>	5-11.1.1
5.4 <u>Cancellation of an Access Order</u>	5-15
5.5 <u>Selection of Facilities for Access Order</u>	5-20.1
5.6 <u>Minimum Period</u>	5-21
5.6.1 Minimum Period Charges	5-22
5.7 <u>Shared Use Facilities</u>	5-23
5.8 <u>Available Inventory</u>	5-23.2
6. <u>BELLSOUTH SWA SERVICE</u>	6-1
6.1 <u>General</u>	6-1
6.1.1 BellSouth SWA Service Arrangements and Manner of Provision	6-1
6.1.2 WATS Access Line (a.k.a. BellSouth SPA WATS Line) Service	6-8
6.1.3 Rate Categories	6-8
6.1.4 Special Facilities Routing	6-28
6.1.5 Design Layout Report	6-28.1
6.1.6 Acceptance Testing	6-28
6.1.7 Ordering Options and Conditions	6-28.1
6.1.8 BellSouth SWA CCSAC Testing Requirements	6-29
6.1.9 BellSouth Cross Connect Service	6-29
6.2 <u>Provision and Description of BellSouth SWA Service Arrangements</u>	6-29
6.2.1 BellSouth SWA FGA	6-30
6.2.2 BellSouth SWA FGB	6-35
6.2.3 BellSouth SWA FGC	6-39
6.2.4 BellSouth SWA FGD	6-44
6.2.5 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service	6-51
6.2.6 BellSouth SWA 900 Service	6-53.1
6.2.7 BellSouth SWA LSBSA	6-57
6.2.8 BellSouth SWA TSBSA	6-62
6.2.9 BellSouth SWA 500 Service	6-75.5
6.2.10 BellSouth Dedicated Ring	6-75.8
6.2.11 BellSouth Local Number Portability Database Services	6-75.13
6.2.12 BellSouth Managed Shared Ring Service	6-75.15
6.2.13 BellSouth SWA Managed Shared Network Service	6-75.21
6.2.14 BellSouth IPTG Terminating Service	6-75.23

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 10TH REVISED PAGE 25
 CANCELS 9TH REVISED PAGE 25

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
13. <u>ADDITIONAL ENGINEERING, ADDITIONAL LABOR AND MISCELLANEOUS SERVICES (Cont'd)</u>	
13.3 <u>Miscellaneous Services</u>	
13.3.1 Maintenance of Service	13-5
13.3.3 BellSouth Equal Access Subscription	13-5
13.3.4 Standard Jacks - Registration Program	13-7
13.3.5 Testing Services	13-18
13.3.6 Provision of Access Service	13-26
Billing Information	13-45
13.3.7 Protective Connecting Arrangements	13-48
13.3.8 Controller Arrangement	13-55
13.3.9 Telecommunications Service Priority	13-55
13.3.10 BellSouth Administrative Management Service	13-61
13.3.11 Equal Access Transaction Services	13-69
13.3.12 Security Card	13-74.1
13.3.13 International Call Blocking	13-74.2
13.3.15 BellSouth Billing Name and Address for ANI	13-75
13.3.16 BellSouth CARE Data Gathering	13-76.2
13.3.17 900-Type Pay per Call Service Blocking	13-76.5
13.3.18 Answer Supervision	13-76.6
13.3.19 Enhanced Originating Line Screening (EOLS) Service	13-76.7
13.3.21 BellSouth Local Number Portability End User Line Charge	13-76.11
13.3.22 Intra-Office Collocation Cross Connect Service	13-76.14
13.3.23 Physical Access Cross Connect Service	13-76.16
13.3.24 Virtual Access Cross Connect Service	13-76.18
13.4 <u>Individual Case Basis (ICB) Rates and Charges</u>	13-77
14. <u>EXCEPTIONS TO ACCESS SERVICE OFFERINGS</u>	14-1
14.1 <u>Interstate Served Direct Foreign Exchange Service</u>	14-1



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ACCESS SERVICE
 TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>	
15. <u>OPERATING TERRITORY OF THE TELEPHONE COMPANY</u>	15-1	
15.1 <u>Alabama</u>	15-1	(M)
15.1.1 Birmingham - LATA	15-1	
15.1.2 Huntsville - LATA	15-1	(M)
15.1.3 Mobile - LATA	15-2	(M)
15.1.4 Montgomery - LATA	15-2	(M)
15.2 <u>Florida</u>	15-2	(M)
15.2.1 Pensacola-LATA	15-2	
15.2.2 Panama City-LATA	15-3	(M)
15.2.3 Jacksonville-LATA	15-3	(M)
15.2.4 Gainesville-LATA	15-3	(M)
15.2.5 Daytona Beach-LATA	15-4	(M)
15.2.6 Orlando-LATA	15-4	(M)
15.2.7 Southeast-LATA	15-4	(M)
15.3 <u>Georgia</u>	15-5	
15.3.1 Atlanta-LATA	15-5	
15.3.2 Albany-LATA	15-6	
15.3.3 Augusta-LATA	15-6	
15.3.4 Macon-LATA	15-6	
15.3.5 Savannah-LATA	15-7	
15.4 <u>Kentucky</u>	15-7	
15.4.1 Louisville-LATA	15-7	
15.4.2 Owensboro-LATA	15-8	
15.4.3 Winchester-LATA	15-9	
15.5 <u>Louisiana</u>	15-10	
15.5.1 Baton Rouge-LATA	15-10	
15.5.2 LaFayette-LATA	15-10	
15.5.3 New Orleans-LATA	15-11	
15.5.4 Shreveport-LATA	15-12	

Certain material previously appearing on this page now appears on 5th Revised Page 27.

Certain material now appearing on this page previously appeared on 9th Revised Page 25.

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>	
15. <u>OPERATING TERRITORY OF THE TELEPHONE COMPANY (CONT'D)</u>		
15.6 <u>Mississippi</u>	15-13	(M)
15.6.1 Jackson-LATA	15-13	(M)
15.6.2 Biloxi-LATA	15-15	(M)
15.7 <u>North Carolina</u>	15-15	(M)
15.7.1 Asheville-LATA	15-15	(M)
15.7.2 Charlotte-LATA	15-15	(M)
15.7.3 Greensboro-LATA	15-16	(M)
15.7.4 Raleigh-LATA	15-16	(M)
15.7.5 Wilmington-LATA	15-16	(M)
15.8 <u>South Carolina</u>	15-17	(M)
15.8.1 Greenville-LATA	15-17	(M)
15.8.2 Florence-LATA	15-17	(M)
15.8.3 Columbia-LATA	15-17	(M)
15.8.4 Charleston-LATA	15-18	(M)
15.9 <u>Tennessee</u>	15-18	
15.9.1 Chattanooga-LATA	15-18	
15.9.2 Knoxville-LATA	15-18	
15.9.3 Memphis-LATA	15-19	
15.9.4 Nashville-LATA	15-20	
16. <u>BELLSOUTH TELECOMMUNICATIONS RELAY SERVICE TRANSPORT</u>	16-1	
16.1 <u>BellSouth Telecommunications Relay Service Transport</u>		
16.1.1 General Description	16-1	
16.1.2 Undertaking of the Telephone	16-1	
16.1.3 Obligation of the Customer	16-1	
16.1.4 Jurisdictional Report Requirements	16-2	
16.1.5 Ordering Provisions	16-2	
16.1.6 Interface Cost Combinations	16-2	
16.1.7 Rate Regulations	16-2	
16.1.8 Rates and Charges	16-3	
17. <u>RESERVED FOR FUTURE USE</u>	17-1	

Certain material previously appearing on this page now appears on 3rd Revised Page 27.0.1.

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 CANCELS 2ND REVISED PAGE 27.0.1

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
 TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>	
18. <u>BELLSOUTH OPERATOR SERVICES</u>	18-1	M
18.1 <u>BellSouth Operator Transfer Service</u>	18-1	M
18.1.1 General Description	18-1	
18.1.2 Undertaking of the Telephone Company	18-1	M
18.1.3 Obligations of the Customer	18-2	M
18.1.4 Rate Regulations	18-3	M
18.1.5 Rates and Charges	18-3	M
18.2 <u>BellSouth Inward Operator Services</u>	18-3	M
18.2.1 General Description	18-4	
18.2.2 Undertaking of the Telephone Company	18-4	M
18.2.3 Obligations of the Customer	18-6	M
18.2.4 Rate Regulations	18-6	M
18.2.5 Rates and Charges	18-7	M
18.3 <u>BellSouth Operator Assistance Access Service</u>	18-3	
18.3.1 General Description	18-8	M
18.3.2 Operator Assistance Trunks (OA Trunks)	18-9	M
18.3.3 Obligations of the Customer	18-10	M
18.3.4 Rate Regulations and Payment Arrangements	18-11	M
18.3.5 Rates and Charges	18-15	M
19. <u>BELLSOUTH LINE INFORMATION DATA BASE ACCESS SERVICE</u>	19-1	
19.1 <u>General Description</u>	19-1	
19.2 <u>Obligations of the Telephone Company</u>	19-2	
19.3 <u>Obligations of the Customer</u>	19-3	
19.4 <u>Ordering Requirements and Payment Arrangements</u>	19-3	
19.5 <u>Jurisdictional Report Requirements</u>	19-5	
19.6 <u>Rate Regulations</u>	19-6	
19.7 <u>Rates and Charges</u>	19-8	

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ACCESS SERVICE
TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>	
20. <u>BELLSOUTH EXPANDED INTERCONNECTION SERVICE</u> (Cont'd)		
20.2 <u>Reserved For Future Use</u>	20-13	
20.3 <u>Reserved For Future Use</u>	20-13	(T)
20.4 <u>Rates and Charges</u>		
20.4.1 <u>BellSouth Virtual Expanded Interconnection Service</u>	20-16	(D) (D)

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ACCESS SERVICE TARIFF SUBJECT INDEX

<u>Subject</u>	<u>Section No.</u>	<u>Page No.</u>
Immediately Available Funds	2.6	2-61
Impairment. See Interference or Impairment.		
Impedance Balance	2.6	2-61
Impedance, Special Access (a.k.a. BellSouth SPA) Service	7.3.2	7-66
Impulse Noise definition	2.6	2-61
Individual Case Basis		
additional engineering-miscellaneous service	13.3.4	13-20
definition	2.6	2-61
special access service	7.6	7-157
special facilities routing	11.3	11-3
Inserted Connection Loss definition	2.6	2-61
Intercept arrangements		
common line access	3.2.1	3-1
end user access	4.2(D)	4-1
Interconnection Arrangements between Exchange Telephone Companies	2.4.7	2-36
Interexchange Common Carrier definition	2.6	2-62
Interface Codes. See Premises Interface Codes.		
Interference or Impairment	2.2.1	2-8
Intermodulation Distortion definition	2.6	2-62
Interruptions to Service. (See Credit Allowance)		
Interstate Communications, definition	2.6	2-62
Interstate Minutes of Use. See Access Minutes.		
Intrabuilding Cable	2.1.5	2-5
Intra-Office Collocation Cross Connect Service	13.3.22	13-76.14
Rates and Charges		13-76.15
Intrastate Communications definition	2.6	2-62
Inward Operator Services - BellSouth Inward	18.2	18-3
IPTG Terminating Service - (a.k.a. BellSouth IPTG Terminating Service)	6.1.1(K)	6-7

(S)

ACCESS SERVICE TARIFF SUBJECT INDEX

<u>Subject</u>	<u>Section No.</u>	<u>Page No.</u>	
general regulations	2.	2-1	
holidays, Saturday or Sunday payment date	2.4.1(B)(3)(a)	2-23	
interest rate for late payment penalty	2.4.1(B)(3)(b)	2-23	
late factor	2.4.1(B)(3)(b)	2-23	
late payment penalty	2.4.1(B)(3)(b)	2-23	
minimum periods	2.4.2	2-28.3	
partial payment	2.4.1(B)(3)(b)	2-23	
payment date	2.4.1(B)(3)(a)	2-23	
presubscription bill date	2.4.1(B)(1)	2-22	
prorate for establishment/discontinuance of service	2.4.1(C)	2-25	
rounding of rates of more than two decimal places	2.4.1(D)	2-25	
unbilled adjustments	2.4.1(B)	2-21	
Payment Date			
general regulations	2.4.1(B)	2-21	
PEC/SEC Billing			
alternate billing schedule	2.4.1(B)(2)	2-22	
Phase Jitter			
definition	2.6	2-67	
Physical Access Cross Connect Service	13.3.23	13-76.16	(N)
Rates and Charges	13.3.23	13-76.17	(N)
Point of Termination, definition	2.6	2-67	
Political Unrest. See Emergency Conditions.			
Premises, definition	2.6	2-67	
Premises Interface Code			
BellSouth Directory Assistance Access Service	9.1.2(E)(2)	9-3	
BellSouth SWA	6.1.3(A)(5)(g)	6-18.1	
AccuPulse	6.1.3(A)(5)(h)	6-22	
BellSouth SWA CCSAC	6.1.3(A)(5)(i)	6-22	
Premium Access			
access groups-equal access offices only	3.6.4(E)	3-8	
carrier common line access service	3.1	3-1	
Presidential Service. See Emergency Conditions.			
Primary/Secondary Exchange Carrier Billing Arrangements			
See PEC/SEC Billing.			

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 CANCELS 8TH REVISED PAGE 67

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ACCESS SERVICE TARIFF SUBJECT INDEX

<u>Subject</u>	<u>Section No.</u>	<u>Page No.</u>
Trunk Side Connection, definition	2.6	2-72
Two-Wire to Four-Wire Conversion, definition	2.6	2-72
Unlawful Use/Abusive Use	2.2.2	2-9
Use and Restoration of Services	2.1.2(B)	2-2
User Initiated Diagnostics	13.3.10(A)(2)(a)	13-62
V and H Coordinates Method, definition	2.6	2-73
Video (a.k.a. BellSouth SPA Video) Service	7.2.5	7-36
basic channel, description		
broadcast quality	7.2.5.1(A)	7-36
commercial quality	7.2.5.2(A)	7-38.1
channel interfaces, description		
broadcast quality	7.2.5.1(C)	7-38
commercial quality	7.2.5.2(C)	7-38.2
rates and charges		
broadcast quality	7.5.5.1	7-127
commercial quality	7.5.5.2	7-129.1
technical specifications, description		
broadcast quality	7.2.5.1(B)	7-37
commercial quality	7.2.5.2(B)	7-38.2
BellSouth Virtual Expanded Interconnection Service		
confidential information	20.1.11	20-10
description	20.1.1	20-1
force majeure	20.1.13	20-10
inspections	20.1.7	20-5
liability and damages	20.1.10	20-6
limitations	20.1.3	20-2.1
maintenance	20.1.9	20-6
rate regulations	20.1.14	20-11
rates and charges	20.4	20-16
regulations	20.1.2	20-1
service activation	20.1.5	20-4.1
service application	20.1.4	20-4.1
title	20.1.12	20-10
training	20.1.14.1	20-13
Virtual Access Cross Connect Service	13.3.24	13-76.18
Rates and Charges	13.3.24	13-76.18

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ACCESS SERVICE

EXPLANATION OF SYMBOLS

C	-	To signify changed regulation
D	-	To signify discontinued rate or regulation
I	-	To signify increase
M	-	To signify matter relocated without change
N	-	To signify new rate or regulation
R	-	To signify reduction
S	-	To signify reissued matter
T	-	To signify a change in text but no change in rate or regulation
Z	-	To signify a correction

EXPLANATION OF ABBREVIATIONS

ac	-	alternating current
ACNA	-	Access Carrier Name Abbreviation
ACTL	-	Access Carrier Terminal Location
AML	-	Actual Measured Loss
ANI	-	Automatic Number Identification
AP	-	Program Audio
ASR	-	Access Service Request
ATP	-	Access Transport Parameter
AT&T-C	-	AT&T Communications
BAN	-	Billing Account Number
BCLID	-	Bulk Calling Line Information Delivery
BD	-	Business Day
BHMC	-	Busy Hour Minutes of Capacity
BOC	-	Bell Operating Company
BSA	-	BellSouth SWA Basic Serving Arrangement
BSE	-	Basic Service Element
CAROT	-	Centralized Automatic Reporting on Trunks
CCSAC	-	BellSouth SWA Common Channel Signaling Access Capability
CI	-	Channel Interface
CN	-	Charge Number
CO	-	Central Office
COCTX	-	Central Office Centrex
Cont'd	-	Continued
CPE	-	Customer Provided Equipment
CPN	-	Calling Party Number
CSP	-	Carrier Selection Parameter
CSPP	-	Channel Services Payment Plan
Ctx	-	Centrex
DA	-	BellSouth Directory Assistance
DADAS	-	BellSouth Direct Access to Directory Assistance Service
dB	-	decibel
dBm0	-	Decibel (s) Relative to 1 Milliwatt at 0 TLP
dBrnC	-	Decibel Reference Noise C-Message Weighting
dBrnC0	-	Decibel Reference Noise C-Message Weighted 0

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

The Telephone Company will bill according to actual measured minutes of use or messages for all services listed in (1)(c) and (2) following, with the exception of those listed below:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth Billing Name and Address
- BellSouth Inward Operator Service
- BellSouth Line Information Data Base Service (LIDB)
- Virtual Access Cross Connect Service
- Physical Access Cross Connect Service
- Intra-Office Collocation Cross Connect Service
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunk
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA
- Public Packet Switching Network (PPSN)

Where the Telephone Company receives insufficient call detail to determine the jurisdiction, the Telephone Company will apply the customer's projected PIU factor to apportion the usage between interstate and intrastate. In the event the customer does not supply the projected PIU and the Telephone Company does not have sufficient call detail to determine the jurisdiction of the call, only then will a PIU of 50 percent be applied. For the purpose of this tariff, where the customer is a Third-Party Provider ("Third-Party Provider") of CCS7 services to its customers ("Third-Party Customers"), the Third-Party Provider will develop its projected PIU factor based upon a weighted average of the PIUs of its Third-Party Customers' end user traffic in accordance with the procedures described below. A Third-Party Provider may elect to have the

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(b) (Cont'd)

Telephone Company determine the weighted PIU and in so doing the Third-Party Provider shall name and identify their Third Party Customers. In the event a Third Party Provider does not provide a projected PIU or does not elect to have the Telephone Company determine the PIU, a 50 percent PIU will be utilized for that Third-Party Provider, until such time as the Telephone Company obtains sufficient data to develop the PIU as specified in c. following.

The customer will provide in its initial order the projected Percent Interstate Usage (PIU) at a statewide level on a local exchange company specific basis. When the customer computes the PIU it will subtract the developed PIU from 100 and the difference is the percent intrastate usage. The sum of the interstate and intrastate percentages will equal 100 percent. A PIU of less than 100 percent is not allowed where the interstate service is not also available in the appropriate intrastate access tariff. The projected PIU may include up to two decimals.

The Telephone Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 (100 - customer percentage = intrastate percentage) as the projected intrastate percentage of use.

For usage originating from or terminating to an end office that is located in a state that is part of a LATA of a different state (cross boundary), the customer will provide a statewide PIU per service type for the state where the end office is physically located.

- (c) When the customer initially orders service(s), as defined in the following, the customer will state in its order the Percent Interstate Usage separately for each, as set forth in (1)(a) and (1)(b) preceding.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Certain material now appearing on this page previously appeared on 7th Revised Page 2-12.0.1.

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CANCELS 15TH REVISED PAGE 2-12.1

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

- BellSouth SWA FGA
- BellSouth SWA FGB
- BellSouth SWA FGD
- BellSouth SWA 500
- 700 Service Access
- BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service
- BellSouth SWA 900
- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- BellSouth CCS7 Access Arrangement
- Channelization Equipment
- DNALs associated with BellSouth SWA LSBSA²
- Virtual Access Cross Connect Service
- Physical Access Cross Connect Service
- Intra-Office Collocation Cross Connect Service
- BellSouth Billing Name and Address
- BellSouth Inward Operator Services
- BellSouth Line Information Data Base Service (LIDB)
- BellSouth Electronic White Pages Access Service
- BellSouth Operator Assistance Access Service
- BellSouth Flat Rated DA Trunks
- Public Packet Switching Network (PPSN)
- BellSouth IPTG Terminating Service

The Percent Interstate Usage (PIU) factors associated with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA 500, 700, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening service, and BellSouth SWA 900, will apply to all associated elements and services, e.g., Carrier Common Line, Local Switching, BellSouth SWA Common Interoffice Channel, Interconnection, Access Tandem Switching, Common Trunk Port service and minute of use based multiplexer rate elements, where applicable.

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth SWA Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

Note 2: Where BellSouth SWA LSBSA is provisioned with a DNAL, the DNAL rates should be apportioned between interstate and intrastate using the same PIU factor as is applied to the associated BellSouth SWA LSBSA.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Jurisdictional Report Requirements¹ (Cont'd)

(A) Jurisdictional Reports (Cont'd)

(1) Percent Interstate Usage (PIU) (Cont'd)

(c) (Cont'd)

The customer will provide a single factor as the projected Percent Interstate Usage (PIU) to apportion the usage between interstate and intrastate. This factor will be applied to the following categories:

- BellSouth SWA Local Channel
- BellSouth SWA Dedicated Interoffice Channel
- Channelization Equipment

The PIU category, BellSouth SWA Local Channel, includes Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service charges and other flat rated charges not specifically covered by other PIU categories.

The PIU factor provided for each of the foregoing facilities categories (Switched Local Channel, Switched Dedicated Interoffice Channel, Channelization Equipment and Switched Virtual and Physical Access Cross Connect Service) will reflect the combination of all traffic types which traverse such facility category.

(1)
(1)

Note 1: Except where indicated herein, references to BellSouth SWA FGs will also include the applicable BellSouth Basic Serving Arrangement as detailed in Section 6.1.3.(A)(5)(j) (e.g., the term BellSouth SWA FGA represents both BellSouth SWA FGA and BellSouth SWA LSBSA).

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For BellSouth SWA Dedicated Interoffice Channels, Channelization Equipment and Switched Local Channels, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service Special Access (a.k.a. BellSouth SPA) services other than SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), BellSouth Dedicated Ring, SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), LightGate service (a.k.a. BellSouth SPA Point to Point Network), DS1 (a.k.a. BellSouth SPA DS1) service, BellSouth DS1 Diverse Service, Program Audio (a.k.a. BellSouth SPA Program Audio), DS3 Digital Video Service (a.k.a. BellSouth SPA DS3 Digital Video) and Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) services, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service and Virtual Access Cross Connect Service, no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. (C)

The credits will apply no more than once per month and the total of all credits, including those provided in other sections of this Tariff, shall not exceed the monthly rate for the service. The monthly charges used to determine the credit shall be as follows:

- (a) The monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service:
- For BellSouth SWA Transport: BellSouth SWA Local Channel, Dedicated End Office Trunk Port Service and Dedicated Tandem Trunk Port Service, BellSouth SWA Dedicated Interoffice Channel, Channelization Equipment (if applicable) and any Optional Features and Functions.
 - For Special (a.k.a. BellSouth SPA) two-point services: two Local Channels, Interoffice Channel and Optional Features and Functions.
- (b) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with the highest level channelized service for that portion of the service that is inoperative (i.e., a local channel per customer premises, interoffice channel and optional features and functions).
- (c) For Special Access (a.k.a. BellSouth SPA) channelized services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the highest level channelized service that is inoperative.

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CANCELS 12TH REVISED PAGE 2-31

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(1) (Cont'd)

(c) (Cont'd)

When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (i.e., the local channel, interoffice channel, central office channel interface(s) and any optional features and functions, including the Basic Channelization System on the facility to the Hub. When the service which rides a channel of the channelized facility is inoperative (assuming the highest level channelized service is still operative) the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the lower level inoperative service from the Hub to a customer premises (i.e., local channels, interoffice channel, central office channel interface(s), and optional features and functions). For channelized service ordered under the Shared Network Arrangement, certain record keeping complexities necessitate that the host subscriber as well as each service user notify BellSouth Telecommunications, Inc. of any service outage in order to receive a credit allowance.

(d) For BellSouth SWA channelized services, the monthly charge shall be the total of all monthly rate element charges associated with that portion of the highest level channelized service that is inoperative. When the facility which is channelized or the Basic Channelization System itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the highest level channelized service (e.g., the Switched Local Channel, Switched Interoffice Channels, Channelization Equipment, including the Basic Channelization System on the facility to the Hub, if applicable).

(e) For SMARTPath services (a.k.a. BellSouth SPA Shared Ring) and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), the monthly charge shall be the total of all the monthly rate element charges associated with the highest level inoperative channelized service (e.g., SMARTPath Area Connection and SMARTPath Area Junction).

(f) For Intra-Office Collocation Cross Connect, Physical Access Cross Connect, and Virtual Access Cross Connect elements specified in Section 13 of this Tariff, the monthly charge shall be that associated with the specific cross connect that is inoperative.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

- (g) For SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) and BellSouth Managed Shared Ring service, the monthly charge shall be the monthly charges associated with the service (e.g., On-Net or Off-Net).
- (2) For Program Audio (a.k.a. BellSouth SPA Program Audio) and Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video) and DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) Special Access services (a.k.a. BellSouth SPA), no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:
 - (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
 - (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
 - (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee

- (A) The Telephone Company assures that orders for services to which the Service Installation Guarantee applies will be installed and available for customer use no later than the Service Date as specified in 5.1.1 following. The Service Installation Guarantee is applicable only as specified in 2.4.9(E) following, Sections 6.7.1(D) and 7.4.1(C) of this Tariff and for the Cross Connect elements in Section 13 of this Tariff. (T)
- (B) The failure of the Telephone Company to meet this commitment will result in the credit of an amount equal to the nonrecurring charges associated with the individual service having the missed Service Date being applied to the customer's bill. The credit will include only nonrecurring charges associated with the services specified in Section 6.7.1(D), Section 7.4.1(C), the Connection rate element specified in 28.1.10(A), and Cross Connect elements in Sections 13.3.22, 13.3.23, and 13.3.24 of this Tariff, for which nonrecurring charges are applicable. The nonrecurring charges will be credited at the rate at which they were billed. The credit will not be provided if a credit of the same nonrecurring charge for the same service is provided under any other provisions of this Tariff. (T)
- (C) For Commercial Quality Video service (a.k.a. BellSouth SPA Commercial Quality Video) which is jointly provided by this Telephone Company and one or more other local exchange companies, the Service Installation Guarantee is applicable only for those portions of the Commercial Quality Video service (a.k.a. BellSouth SPA Commercial Quality Video) within this Telephone Company's serving territory and only if the failure to meet the commitment is the fault of this Telephone Company.
- (D) For BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the Service Installation Guarantee is applicable for all channel interface rate elements. BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are excluded from the Service Installation Guarantee. BellSouth Dedicated Ring and SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) ring level rate elements are defined as follows: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node.
- (E) The Service Installation Guarantee is applicable to DS1 Diverse service Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate.
- (F) For BellSouth Enterprise DSL service, the Service Installation Guarantee is applicable only for the Connection rate element, and only if the failure to meet the commitment is the fault of this Telephone Company. (M)

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.9 Service Installation Guarantee (Cont'd)

(G) The Service Installation Guarantee applies for the following Fast Packet Access Services at DSO and DS1 levels only: BellSouth Exchange Access Frame Relay Service, BellSouth Exchange Access Asynchronous Transfer Mode Service, Managed Shared Frame Relay Service, Managed Shared Asynchronous Transfer Mode Service. (M)
(M)
(M)
(M)

(H) Service Installation Guarantees do not apply:

- (1) on Switched (a.k.a. BellSouth SWA) and Special Access (a.k.a. BellSouth SPA) services installations, moves and rearrangement of service with an agreed upon service date interval of four business days or less following the Application Date of the service order and on Digital Subscriber Line services installations, moves and rearrangement of service with an agreed upon service date interval of three business days or less following the Application Date of the service order. The Application Date for Switched (a.k.a. BellSouth SWA) and Special Access (a.k.a. BellSouth SPA) is as specified in 5.1.1(G) following. The Application Date for Digital Subscriber Line services is as specified in 28.1.4(A)(1) following.
- (2) on Special Access (a.k.a. BellSouth SPA) and Fast Packet Access service orders for installations, moves and rearrangement of services with service dates that have been advanced from the standard or negotiated service interval as specified in 5.1.1(H) following, or for Digital Subscriber Line Service specified in 28.1 following, or
- (3) when failure to meet the Service Date occurs because of:
 - (a) any act or omission, which shall include an accurate and complete service order, from this customer, any other customer or any third party, or of any other entity providing a portion of a service,
 - (b) labor difficulties, governmental orders, civil commotions, criminal actions against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control,
 - (c) unavailability of the customer's facilities and/or equipment,
- (4) to service requiring Special Construction as set forth in BellSouth Telecommunications, Inc.'s Tariff F.C.C. No. 2,

(M)

Certain material now appearing on this page previously appeared on 5th Revised Page 2-49.0.19

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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd) (M)

2.4.9 Service Installation Guarantee (Cont'd) (M)

(H) Service Installation Guarantees do not apply: (Cont'd) (M)

(5) to Specialized Service or Arrangements or Individual Case Basis filings, (M)

(6) to BellSouth Virtual Expanded Interconnection service arrangements, as set forth in Section 20 of this Tariff, or (M)

(7) for jointly provisioned services except as stipulated in 2.4.9(C) preceding. (M)

In addition, Service Installation Guarantees will not apply during a declared National Emergency. Priority installation of National Security Emergency Preparedness (NSEP) telecommunications services shall take precedence. (M)

2.5 Connections

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and in 2.1 preceding.

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven digit code assigned by the Telephone Company to an individual customer. The seven digit code has the form 101XXXX and 950-XXXX.

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General

This section sets forth the regulations and orders related to charges for Access Orders for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Services. These charges are in addition to other applicable charges as set forth in other sections of this tariff.

An Access Order is an order to provide the customer with BellSouth SWA service, Special Access (a.k.a. BellSouth SPA) Service, Fast Packet Access Services, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, and Virtual Access Cross Connect Service, or to provide changes to existing services. An order for BellSouth ADSL service, must be submitted in a manner designated by the Telephone Company, after receipt of an appropriate logon and password that is required to access the ordering system(s). Ordering, Maintenance, NSP logon and password information may be obtained by choosing "Get Started" at the following website:
http://www.bellsouth.com/broadband/dsl_solutions/discover.

The Service Installation Guarantee, as set forth in 2.4.9 preceding, is applicable to specified services offered in this tariff. The Service Installation Guarantee is applied on a per service order basis for BellSouth SWA Services. The Service Installation Guarantee is applied on a per circuit basis for Special Access (a.k.a. BellSouth SPA) Services. The Service Installation Guarantee is applied on the Cross Connect elements only for Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, and Virtual Access Cross Connect Service.

5.1.1 Ordering Conditions

Ordering Conditions for BellSouth ADSL service are as specified in 5.1.1(J).

- (A) A customer may order any number of services of the same type and between the same premises on a single Access Order. All details for services for a particular order must be identical except for those for multipoint service.
- (B) The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in 5.2.2, 5.2.4, 5.2.6, 5.2.7 and 5.2.14 following, the customer must also provide:
 - Customer name and premises address(es).
 - Billing name and address (when different from customer name and address).
 - Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

Certain material previously appearing on this page now appears on 11th Revised Page 5-1.1

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

- (C) BellSouth SWA service orders for BellSouth SWA FGA and BellSouth SWA LSBSA shall be in lines. (M)
- (D) BellSouth SWA Service orders for BellSouth SWA FGB, BellSouth SWA FGD, BellSouth SWA TSBSA 1, BellSouth SWA TSBSA 3 and BellSouth IPTG Terminating service shall be in trunks. (M)
- (E) The day upon which the customer has provided to the Telephone Company a firm commitment for the service and complete and accurate information to allow for the processing of the Access Order by three o'clock p.m. Eastern Standard Time* is the Application Date. The Telephone Company will release an optional initial Pending Order Confirmation, which will include the Telephone Company order number and circuit identification. At the customer's request, when the Telephone Company facility availability is verified, either a Firm Order Confirmation, which will include critical date information, or a Design and Ordering Confirmation, which will include design as well as critical date information, will be released. Critical date information will include the service date. The service date is the date service is to be made available to the customer and billing will commence.
- (F) A Pending Order Confirmation is available for orders for Telephone Company-provided switched access dedicated transport services, where ordered separately from other switched access services, and for Telephone Company-provided special access services. A Design and Ordering Confirmation is not available for orders submitted by end users. A Pending Order Confirmation and a Design and Ordering Confirmation are not available for orders for services provided jointly with another Exchange Telephone Company. (M)

*Access Orders received after three o'clock p.m. EST will be processed the next business day, which will be the Application Date.

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ACCESS SERVICE

- 5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (N)
- 5.1 General (Cont'd) (N)
- 5.1.1 Ordering Conditions (Cont'd) (N)

(G) Except for services listed in (H)(1) below, the following charges will apply for the installations, moves or rearrangement of services of Switched and Special Access service orders with an agreed upon service date interval of four business days or less following the Application Date. These charges are in addition to other applicable Switched and Special Access installation, move and rearrangement of service non-recurring charges. These charges will apply except for conversions made at the request of the Customer from a lower to a higher order of service as provided for in Section 2.4.8(A)(4) of this Tariff. The higher order of services are set forth in Section 2.4.8(A)(4)(b)(4) of this Tariff. This charge does not apply to services provided on a Special Services Arrangement or on an Individual Case Basis. In the event the agreed upon Service Date, as set forth above, is not met, these charges will not be applied.

	<u>Rate Per Service Order</u>	<u>USOC</u>
Per Special Access Service Order	\$345.00	SOCSP
Per Switched Access Service Order	\$295.00	SOCSW

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ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications

- (A) The customer may request a modification of its Access Order at any time prior to notification by the Telephone Company that service is earlier. The Telephone Company will make every effort to accommodate requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the modification cannot be made with the normal work force during normal business hours, overtime installation charges as stated in Section 13.2.6 may be applicable. All charges for Access Order modifications will apply on a per occurrence basis.
- (B) Any increase in the number of BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channels, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, Virtual Access Cross Connect Service, or BellSouth SWA service lines, trunks, or CCS7 Signaling Connections and CCS7 Signaling Terminations will be treated as a new Access Order (for the increased amount only). (C)
(C)
(C)
- (C) If order modifications are necessary to satisfy the transmission performance for a Special Access (a.k.a. BellSouth SPA) Service order by a customer, these changes will be made without order modification charges being incurred by the customer.

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TARIFF F.C.C. NO. 1
19TH REVISED PAGE 5-12
CANCELS 18TH REVISED PAGE 5-12

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(1) Service Date Change Charge (Cont'd)

- (d) A new service date may be established that is prior to the original service date if the Telephone Company determines it can accommodate the customer's request without delaying service dates for orders of other customers.
- (e) A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The Service Date Change-Additional Dispatch Charge will apply for each occurrence of a technician dispatch to the customer's premises when the customer is not ready for service as specified in (1)(c), preceding. The applicable charges are:

<u>Service Date Change Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Order, per Occurrence	OMC	\$31.60
<u>Service Date Change- Additional Dispatch Charge</u>	<u>USOC</u>	<u>Charge</u>
Per Occurrence	OMCAD	\$150.00

- (f) For multiple orders with the same service date for the same customer premises, only one Service Date Change-Additional Dispatch charge will apply. However, a Service Date Change charge will apply for each order.
- (g) Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for Service Date Change Charges.

(2) Partial Cancellation Charge

Any decrease in the number of ordered BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channels, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, Virtual Access Cross Connect Service, or BellSouth SWA or CCS7 Signaling Connections services will be treated as a partial cancellation and the charges as set forth in 5.4(B) following will apply.

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TARIFF F.C.C. NO. 1
12TH REVISED PAGE 5-13
CANCELS 11TH REVISED PAGE 5-13

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.3 Access Order Modifications (Cont'd)

(C) (Cont'd)

(3) Design Change Charge

Except for BellSouth ADSL service, the customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by Telephone Company personnel of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of BellSouth SWA Transport Termination, type of channel interface, type of Interface Group or technical specification package. Design changes do not include a change of customer premises, end user premises, end office switch, Basic Serving Arrangement, Intra-Office Collocation Cross Connect Service, Physical Access Cross Connect Service, Virtual Access Cross Connect Service, or BellSouth SWA and Special Access (a.k.a. BellSouth SPA) service channel type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied. BellSouth ADSL service Virtual Circuits are non-designed and the customer may not request a design change.

(C)
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Should a customer requested Design change be received on a pending access order that results in the establishment of a new service date that exceeds the original service date by more than 30 days, the customer shall not be required to cancel and reissue a new order, but shall be billed a design change charge and a service date change charge.

The Telephone Company will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes the Telephone Company to proceed with the design change, a Design Change Charge will apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

<u>Design Change Charge</u>	<u>USOC</u>	<u>Rate Per Order</u>
ALL STATES	H28	\$39.93

If a change of service date is required, the Service Date Change Charge as set forth in (1) preceding will also apply.

Service Installation Guarantees, as set forth in 2.4.9 preceding, are not applicable for Design Change Charges.

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TARIFF F.C.C. NO. 1
9TH REVISED PAGE 5-15
CANCELS 8TH REVISED PAGE 5-15
EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service at any time prior to notification by the Telephone Company that service is available for the customer's use. The cancellation date is the date the Telephone Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If the customer or a customer's end user is unable to accept Access Service within 30 calendar days after the original service date, the customer has the choice of the following options:

- The Access Order shall be canceled and charges/provisions specified in (B) through (D) following will apply, or
- Billing for the service will commence.

In any event, the cancellation date or the date billing is to commence (depending on which option is selected by the customer) shall be the 31st day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Costs incurred in conjunction with the provision of BellSouth SWA service, Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, or Special Access (a.k.a. BellSouth SPA) Service starts on the Application Date as defined in (4)(b) following. Provisions addressing the application of charges for other BellSouth Expanded Interconnection elements are contained in Section 20 of this Tariff.

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TARIFF F.C.C. NO. 1
2ND REVISED PAGE 5-17
CANCELS 1ST REVISED PAGE 5-17
EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(b) (Cont'd)

- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested. In addition, switching equipment, including translation loading, is to be installed and tested.
- Plant Test Date (PTD): The date on which overall testing of the service is to be started.
- Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.
- Service Date (DD): The date on which service is to be made available to the customer. This is sometimes referred to as the Due Date.
- Designed, Verified, and Assigned Date (DVA): The date by which field implementation groups must report that all documents and materials have been received.
- Frame Continuity Date (FCD): Date on which frame-to-frame testing must be completed. This is sometimes referred to as the Facility Continuity Check Date. (M)
- Loop Assignment and Make-up Date (LAM): The date by which Local Loop Assignment and Make-up information must be available. (M)
- Confirming Design Layout Report Date (CDLRD): The date the Design Layout Report (DLR) is to be confirmed by the customer. (M)

Certain material now appearing on this page previously appeared on 2nd Revised Page 5-18

BELLSOUTH TELECOMMUNICATIONS, INC.
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TARIFF F.C.C. NO. 1
 2ND REVISED PAGE 5-18
 CANCELS 1ST REVISED PAGE 5-18

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(c) The percentage of the total provisioning cost incurred by the Telephone Company at a particular critical date varies by the type of service as shown in (d) following.

(d) When a customer cancels an Access Order, or part of an Access Order, before the service date, the Telephone Company will apply cancellation charges to the order. Cancellation charges are calculated by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in (e) following for the critical date last completed on the order.*

(e) Cancellation Charge Percentages

TYPE SERVICE/ CRITICAL DATES	AFTER: APP BEFORE: SID	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD
SPECIAL ACCESS (a.k.a. BellSouth SPA)												
WATS 100.0 (a.k.a. BellSouth SPA WATS Line)		1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	
VOICE GRADE 100.0 (a.k.a. BellSouth DSQ VG)		1.6	4.7	6.6	9.5	13.2	18.7	33.2	44.6	56.6	83.6	
TELEGRAPH GRADE 100.0 (a.k.a. BellSouth SPA Telegraph)		1.6	4.8	8.9	13.6	17.0	22.2	34.7	43.9	56.9	84.6	
METALLIC GRADE 100.0 (a.k.a. BellSouth SPA Metallic)		1.6	4.9	6.9	9.8	13.5	18.2	30.3	39.7	53.6	83.3	

* As set forth in 5.4(B)(2), when a customer cancels an order prior to the Design Layout Report Date, no cancellation charges shall apply.

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BELLSOUTH TELECOMMUNICATIONS, INC.
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TARIFF F.C.C. NO. 1
 8TH REVISED PAGE 5-19
 CANCELS 7TH REVISED PAGE 5-19

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA)
 Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages

SPECIAL ACCESS (a.k.a. BellSouth SPA)												
PROGRAM AUDIO (a.k.a. BellSouth Program Audio)	1.4	4.1	5.8	8.3	11.5	16.2	28.0	37.1	49.5	80.5	100.0	
HICAP (a.k.a. BellSouth SPA High Capacity)	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	
DIGITAL DATA ACCESS (a.k.a. BellSouth SPA DSO Digital Data)	1.5	4.6	6.1	9.2	13.5	18.6	28.5	35.4	46.2	78.2	100.0	(T)
Intra-Office Collocation Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(N) (N) (N)
Physical Access Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(N) (N) (N)
Virtual Access Cross Connect Service	12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0	(D) (D) (D)

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 Page 5-18.

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TARIFF F.C.C. NO. 1
 2ND REVISED PAGE 5-19.1
 CANCELS 1ST REVISED PAGE 5-19.1
 EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.4 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) (Cont'd)

(e) Cancellation Charge Percentages (Cont'd)

TYPE SERVICE/ CRITICAL DATES	AFTER: BEFORE:	APP SID	SID LAM	LAM EIRD	EIRD DLRD	DLRD RID	RID DVA	DVA WOT	WOT FCD	FCD PTD	PTD DD	DD —
BellSouth SWA												
TRUNKS OR LINES		7.0	18.9	23.7	24.9	26.3	35.6	51.4	58.3	69.4	90.3	100.0
HICAP (a.k.a. BellSouth High Capacity) FACILITIES		12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0
Virtual Access Cross Connect Service		12.9	29.2	33.1	35.5	37.5	42.9	55.7	66.2	69.9	86.2	100.0

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TARIFF F.C.C. NO. 1
8TH REVISED PAGE 5-23
CANCELS 7TH REVISED PAGE 5-23

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6.1 Minimum Period Charges

- (F) Should billing for a service which is disconnected prior to the expiration of the Minimum Period cover multiple billing cycles, the bill reflecting the disconnect of service will be adjusted to account for that portion of the Minimum Period Charge previously billed to the customer. In no event shall the total recurring charge billed to the customer for such service exceed the applicable Minimum Period Charge.

All applicable nonrecurring charges associated with the provision of service will be billed in addition to the Minimum Period Charge. Such nonrecurring charges include the nonrecurring charge for the installation of service and/or optional features, Service Order Modification Charges, Additional Engineering and Labor Charges, if any, etc.

5.7 Shared Use Facilities

Shared use occurs when BellSouth SWA, Special (a.k.a. BellSouth SPA) and BellSouth Expanded Interconnection services are provided over the same high capacity (a.k.a. BellSouth SPA High Capacity) facility through a common interface. The facility may be ordered either as BellSouth SWA, Special Access (a.k.a. BellSouth SPA) or Virtual Access Cross Connect, Physical Access Cross Connect, or Intra-Office Collocation Cross Connect Service. (C)

Billing will commence for the high capacity (a.k.a. BellSouth SPA High Capacity) facility as soon as the facility is turned over to the customer for use (i.e., on the service date). Such billing will include charges for the Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, Special (a.k.a. BellSouth SPA) Local Channel or BellSouth SWA Local Channel, the Channelization Equipment (i.e., the multiplexer) and the interoffice transport, if any. Nonrecurring installation charges will also apply at this time. (C)

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TARIFF F.C.C. NO. 1
10TH REVISED PAGE 6-29
CANCELS 9TH REVISED PAGE 6-29

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE
6 - BellSouth SWA Service (Cont'd)

6.1 General (Cont'd)

6.1.7 Ordering Options and Conditions (Cont'd)

For purposes of Section 6, services requested on multiple Access Service Requests (ASRs) placed with the Telephone Company on a given day, for multiple lines to the same end office or multiple trunks on a common trunk group with the same premises interface code, will be treated as one request when the ASRs are related together by the customer.

6.1.8 CCSAC Testing Requirements

When BellSouth SWA FGD or BellSouth SWA TSBSA 3 with the BellSouth SWA CCSAC option is ordered, network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer. These tests are as specified in Technical Publication TR-TSV-000905, and the BellSouth Guidelines to Technical Publication TR-TSV-000905.

6.1.9 BellSouth Cross Connect Service

Terms and conditions and rates for the following BellSouth Cross Connect Services are as set forth in Section 13 of this Tariff:

- Intra-Office Collocation Cross Connect Service
- Physical Access Cross Connect Service
- Virtual Access Cross Connect Service

(N)
(S)
(S)
(S)

6.2 Provision and Description of Switched Access Service Arrangements

BellSouth SWA service is provided in ten service categories including four different BellSouth SWA FG arrangements, BellSouth SWA 500 service, BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service, BellSouth SWA 900 service, two SWA 8XX Basic Serving Arrangements and BellSouth IPTG Terminating service. The provision of each service category, excluding BellSouth IPTG Terminating service, requires the applicable switched transport component and the appropriate local switching functions. There are also various switched transport component and Local Switching optional features available with the feature groups and BSAs. The switched transport, common switching and switched transport termination optional features are available at all Telephone Company end office switches, unless stated otherwise. In addition, WATS Access Lines (a.k.a. BellSouth SWA WATS Lines), as described in 7.2.3.1 following may be provided at the option of the customer, for use with BellSouth SWA FGA, BellSouth SWA FGB, BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA LSBSA, and BellSouth SWA TSBSA originating and terminating. WATS Access Line (a.k.a. BellSouth SWA WATS Line) optional features are available in end offices designated as WATS serving offices and are set forth in 6.3.4 following.

There are three specific transmission specifications (i.e., Types A, B and C) that have been identified for the provision of Switched Access Services. The specifications provided are dependent on the Interface Group ordered. The parameters for the transmission specifications are set forth in 6.4.1 following.

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CANCELS 3RD REVISED PAGE 6-141.1

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ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.7 Rate Regulations (Cont'd)

6.7.7 Moves (Cont'd)

(B) Moves To a Different Building (Cont'd)

Moves to a Telephone Company-provided BellSouth Expanded Interconnection service interconnection arrangement, where the customer's and interconnector's existing wire center is the same, will be treated as a service move rather than a discontinuance and start of service. Cross Connect rates, nonrecurring charges, and optional feature and function charges as contained in Section 13 of this Tariff will apply. In addition, service reconfiguration charges are applicable per customer request and per circuit moved as contained in 6.8.8 following. Individual services will not be available simultaneously at both the original premises location and new wire center interconnection space. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company when requested at rates and charges contained in 13.3.5(B) following. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will remain responsible for satisfying all outstanding minimum period charges for the original service locations. (T)

Moves to a different building (customer premises) in the customer's existing serving wire center serving area will be treated as a service move rather than a discontinuance and start of service. Nonrecurring charges for the new local channel will apply as well as any optional feature and function charges for that local channel. In addition, service reconfiguration charges are applicable per customer request and circuit moved as contained in 6.8.8 following. Service will not be available simultaneously at both the original and new customer locations. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company at a customer's request at rates and charges contained in Section 13.3.5(B) of this Tariff. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected. (T)

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TARIFF F.C.C. NO. 1
12TH REVISED PAGE 7-4
CANCELS 11TH REVISED PAGE 7-4

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.1 General (Cont'd)

7.1.2 Rate Categories

The following rate categories apply to Special Access (a.k.a. BellSouth SPA) Service:

- Local Channels (described in 7.1.2(A) following)
- Interoffice Channels (described in 7.1.2(B) following)
- Optional Features and Functions (described in 7.1.2(C) following)
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate categories (described in 7.1.2(D) following)
- SMARTPath Area Connection (described in 7.1.2(E) following)
- SMARTPath Area Junction (described in 7.1.2(E) following)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) rate categories (described in 7.1.2(F) following)
- Fast Packet Access Services (as set forth in Section 21 of this Tariff)
- Digital Subscriber Line Access Services (as set forth in Section 28 of this Tariff)
- Optical Transport Access Services (as set forth in Section 29 of this Tariff)

(D)
(D)

(A) Local Channel

In general, the Local Channel rate category provides for the communications path between a customer-designated premises and the serving wire center of that premises. Included as part of the Local Channel is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature as set forth in (C) following. One Local Channel charge will apply per customer-designated premises at which the channel is terminated. This charge will also apply where the customer designated premises and the serving Wire Center are collocated in a Telephone Company building. This charge will also apply where both customer-designated premises are in the same building, or where the service is provided without physically traversing the serving wire center. The charge also applies where the designated premises is served from a wire center other than the one from which the customer would normally obtain dial tone, i.e., an alternate serving wire center, as described in 7.2.9(A) following.

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ORIGINAL PAGE 7-14.4

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ACCESS SERVICE

- 7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd) (N)
- 7.1 General (Cont'd) (N)
- 7.1.3 Service Configurations (Cont'd) (N)
- (E) BellSouth Cross Connect Service (N)
 - Terms and conditions and rates for the following BellSouth Cross Connect Services are as set forth in Section 13 of this Tariff: (N)
 - (N)
 - Intra-Office Collocation Cross Connect Service (N)
 - Physical Access Cross Connect Service (N)
 - Virtual Access Cross Connect Service (N)

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EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.5 Moves (Cont'd)

(A) Moves Within the Same Building

When a service is moved to a new location within the same building, the charge for the move will be an amount equal to one-half of the first service installed nonrecurring charge for the service termination affected. When a group of like services is moved to the same location inside a customer premises at the same time, the appropriate charges will be: one-half the first service installed nonrecurring charge for the first service moved of the group; and one-half the additional service installed nonrecurring charge for additional like services of that group. There will be no change in the minimum period requirements.

(B) Moves To a Different Building

Moves to a different building (customer premises) in a wire center serving area different than the customer's existing serving wire center serving area will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. Service will not be available simultaneously at both the original and new customer locations. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will also remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected.

Moves to a Telephone Company-provided BellSouth Expanded Interconnection Service interconnection arrangement, where the customer's and interconnector's existing wire center is the same, will be treated as a service move rather than a discontinuance and start of service. Cross Connect rates, nonrecurring charges, and optional feature and function charges as contained in Section 13 of this Tariff will apply. In addition, service reconfiguration charges are applicable per customer request and per circuit moved as contained in 7.5.17 following. Individual services will not be available simultaneously at both the original premises location and new wire center interconnection space. Additional cooperative end-to-end testing is available and will be conducted by the Telephone Company when requested at rates and charges contained in Section 13.3.5(B) of this Tariff. New minimum period requirements may be established for the rearranged services in accordance with the regulations for a service. The customer will remain responsible for satisfying all outstanding minimum period charges for the original service locations. When the move involves a multipoint service, the nonrecurring charge will apply per rate element affected.

(T)

(T)

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29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: JANUARY 8, 2004

TARIFF F.C.C. NO. 1
4TH REVISED PAGE 7-86.1.1
CANCELS 3RD REVISED PAGE 7-86.1.1

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.9 LightGate Service (a.k.a. BellSouth SPA Point to Point Network) (Cont'd)

Customers may request a C-Bit Parity framing format for a DS3 level circuit. If the request is made at the time the circuit is installed, there is no additional charge. When a request for C-Bit Parity framing format is made for an existing circuit, a nonrecurring charge will be applicable for rearranging the framing format on the circuit. This charge will also be applicable if a customer requests that the C-Bit Parity framing format be removed from a circuit. This charge is specified in 7.5.17 following and is applied on a per circuit basis.

LightGate 3 (a.k.a. BellSouth SPA Point to Point Network 12 DS3 Capacity), LightGate 4 (a.k.a. BellSouth SPA Point to Point Network 24 DS3 Capacity), OC-12 (a.k.a. BellSouth SPA Point to Point Network OC-12 Capacity), OC-48 (a.k.a. BellSouth SPA Point to Point Network OC-48 Capacity), and OC-192 (a.k.a. BellSouth SPA Point to Point Network OC-192 Capacity) service local channel systems require both a 28 DS1, STS-1 or OC-3 channel system channel interface and DS1 channel interfaces to derive DS1 channels. When a collocator desires to derive DS1's from a Virtual Access Cross Connect Service, Physical Access Cross Connect Service, Intra-Office Collocation Cross Connect Service, a LightGate 1 service (a.k.a. BellSouth SPA Point to Point Network) local channel system is not required. However the customer is required to pay the charge for the 28 DS1 channel system channel interface in addition to the DS1 central office interfaces. In addition, OC-192 (a.k.a. BellSouth SPA Point to Point Network OC-192 Capacity) service local channel systems require both an OC-3, OC-12 or OC-48 Channel System and DS3 channel interfaces to derive DS3 channels.

(C)
(C)
(C)

DS1, DS3, STS-1, OC-3, OC-12, or OC-48 channels provided by interoffice channel systems must be combined with corresponding channels in local channel systems or may be a stand-alone link when connected with FlexServ service (a.k.a. BellSouth SPA Customer Reconfiguration), SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), or voice grade (a.k.a. BellSouth SPA DSO VG) hubbing applications without associated local channels. Customers must designate, at the time service is ordered, the association of any DS3 or DS1 channels in a LightGate service (a.k.a. BellSouth SPA Point to Point Network) interoffice system with corresponding DS3 or DS1 channels in a LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel system to form required link configurations. DS1, DS3, STS-1, OC-3, OC-12 or OC-48 channel interfaces are required at each terminating central office location.

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EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

13 - Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.22 Intra-Office Collocation Cross Connect Service

(A) General Description

- (1) Intra-Office Collocation Cross Connect Service provides for a collocator to interconnect its network with that of another collocator at the Telephone Company's premises and to connect its collocated equipment to equipment of another collocated carrier within the same Telephone Company premises pursuant to 47 U.S.C. Section 201 of the Communications Act of 1934, as amended.

(B) Limitations

- (1) No representation is made as to the transmission capability of the fiber jumper other than it will consist of a single mode fiber capable of transmitting 1310 nm or 1550 nm wavelengths

(C) Obligations of the Telephone Company

- (1) Intra-Office Collocation Cross Connects will be provisioned between a collocator's virtual or physical collocation arrangement and those of another collocated telecommunications carrier within the same central office.
- (2) Intra-Office Collocation Cross Connect Service shall be provisioned through facilities owned by the two collocators that are interconnecting their networks or equipment and the Telephone Company's distribution frames or panels. The Telephone Company will provide a jumper between two CFAs provided by the two collocators.

(D) Obligations of the Ordering Collocator

- (1) The ordering collocator is responsible for all ordering, bill payment, disconnect orders and maintenance transactions and is the customer of record.
- (2) The ordering collocator must submit to the Telephone Company written certification that more than ten percent of the amount of traffic to be transmitted through the Intra-Office Collocation Cross Connect Service will be interstate.
- (3) The ordering collocator must submit to the Telephone Company a Letter of Authorization (LOA) from the other collocator that includes the appropriate CFA and Access Carrier Terminal Location (ACTL) that the Telephone Company is authorized to use for interconnecting the networks or equipment of the two collocators.

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TARIFF F.C.C. NO. 1
 ORIGINAL PAGE 13-76.15

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ACCESS SERVICE

13 - Additional Engineering, Additional Labor and Miscellaneous Services
 (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.22 Intra-Office Collocation Cross Connect Service (Cont'd)

(E) Rate Regulations

- (1) Intra-Office Collocation Cross Connect is a flat rate, non-distance sensitive charge and will be applied on a per circuit basis.
- (2) Intra-Office Collocation Cross Connect Service is available per circuit on a 2-wire, DS1, DS3, and 2-fiber basis.
- (3) Nonrecurring charges are applicable for Intra-Office Collocation Cross Connect Service.

(F) Rates and Charges

	<u>USOC</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
(1) Intra-Office Collocation Cross Connect			
- 2-Wire, per circuit	QCCW2	\$0.42	\$350.00
- DS1, per circuit	QCCD1	\$8.59	\$390.00
- DS3, per circuit	QCCD3	\$90.90	\$480.00
- 2-Fiber, per circuit	QCCF2	\$35.70	\$495.00

ACCESS SERVICE

13 - Additional Engineering, Additional Labor and Miscellaneous Services
(Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.23 Physical Access Cross Connect Service

(A) General Description

- (1) Physical Access Cross Connects provide a one to one dedicated transmission path between the customer's Special Access (a.k.a. BellSouth SPA) tariff service offerings or transport equipment located in the Telephone Company Central Office and another telecommunications carrier's (collocator's) physical collocation arrangement.
- (2) Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point.
- (3) Physical Access Cross Connects are flat rate, non-distance sensitive charges and will be applied on a per cross connect ordered basis.
- (4) Physical Access Cross Connects will be ordered on the same ASR as the service being cross-connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process.
- (5) Nonrecurring charges are applicable for Physical Access Service Cross Connect Service.
- (6) The collocator may cross connect at the DS0 level with the following Telephone Company access services:
 - Local and Interoffice Channels (described in 7.1.2 of this Tariff)
 - Optional Features and Functions (described in 7.1.2(C) of this Tariff)
- (7) The collocator may cross connect at the DS1 level with the following Telephone Company access services:
 - DS1 local channel or interoffice
 - DS1 Basic Channelization System
 - FlexServ (a.k.a. BellSouth SPA Customer Reconfiguration) Port in a Digital Cross-Connect System
 - DS1 Central Office Channel Interface associated with LightGate (a.k.a. BellSouth SPA Point to Point Network) or SMARTRing services (a.k.a. BellSouth SPA Dedicated Ring)
 - BellSouth SWA Service
 - SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring)
 - SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)

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ACCESS SERVICE

13 - Additional Engineering, Additional Labor and Miscellaneous Services
 (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.23 Physical Access Cross Connect Service (Cont'd)

(3) The collocator may cross connect at the DS3 level with the following Telephone Company access services:

- LightGate service (a.k.a. BellSouth SPA Point to Point Network) local channel or interoffice channel via a LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS3 Central Office Channel Interface
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) via a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) Central Office Node DS3 Channel Interface
- 28 DS1 Channelization System
- BellSouth SWA service
- SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring)
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)
 FlexServ Port in a Digital Cross Connect System

(4) The collocator may cross connect at the fiber level with the following Telephone Company access services:

- Optical Transport Access Services (as set forth in Section 29 of this Tariff)
- SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) rate categories described in 7.1.2(D) of this Tariff
- SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network)
- LightGate service (a.k.a. BellSouth SPA Point to Point Network)

(B) Rates and Charges

(1) Physical Access Cross Connect

	USOC	Monthly Rates	Nonrecurring Charges
2-Wire, per cross connect	PE1P2	\$ 0.1566	\$ 33.82
4-Wire, per cross connect	PE1P4	\$ 0.3132	\$ 67.64
DS1, per cross connect	PE1P1	\$ 2.65	\$155.00
DS3, per cross connect	PE1P3	\$27.83	\$155.00
2-Fiber, per cross connect	PE1F2	\$10.25	\$200.00
4-Fiber, per cross connect	PE1F4	\$20.50	\$400.00

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EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

13 - Additional Engineering, Additional Labor and Miscellaneous Services
 (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.24 Virtual Access Cross Connect Service

- (A) A monthly recurring charge applies for the Virtual Access Cross Connect element that consists of the cross connect panel, cable racks, bay framework, jumpers and other supporting hardware.
- (B) The Virtual Access Cross Connect element is designated as BellSouth SWA or Special Access (a.k.a. BellSouth SPA), depending on the type of service to which it cross connects.
- (C) The BellSouth SWA Virtual Access Cross Connect element is subject to the jurisdictional report requirements as set forth in Section 2.3.10 of this Tariff.
- (D) Virtual Access Cross Connect Service is flat rate, non-distance sensitive charges and will be applied on a per cross connect ordered basis.
- (E) Standards for performance monitoring of services which interconnect to the collocation arrangement will be driven by the particular service type and service specific requirements. The Telephone Company's obligation for monitoring ends at the demarcation point.
- (F) Virtual Access Cross Connects will be ordered on the same ASR as the service being cross-connected. All ASRs must be complete and accurate before the Company will initiate the provisioning process.
- (G) Nonrecurring charges for the Virtual Access Cross Connect Service are assessed on a "First" and "Additional" basis.
- (H) Rates and Charges

	USOC	Monthly Rates	Nonrecurring Charges	
			First	Additional
(A) Special Access (a.k.a. BellSouth SPA)				
(1) DS1, per cross connect	CNC1X	\$7.50	\$155.00	\$14.00
(2) DS3, per cross connect	CND3X	\$56.25	\$151.90	\$11.83
(B) BellSouth SWA				
(1) DS1, per cross connect	CNDS1	\$7.50	\$155.00	\$14.00
(2) DS3, per cross connect	CNDS3	\$56.25	\$151.90	\$11.83
(C) Fiber				
(1) 2-Fiber, per cross connect	CNC2F	\$ 6.71	\$ 41.94	\$30.50
(2) 4-Fiber, per cross connect	CNC4F	\$ 6.71	\$ 64.53	\$39.80

Material now appearing on this page previously appeared on 5th Revised Page 20-13, 3rd Revised Page 20-14 and 4th Revised Page 20-17.

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7TH REVISED PAGE 20-12
CANCELS 6TH REVISED PAGE 20-12

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ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection

20.1.14 Rate Regulations (Cont'd)

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(C) Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

(D) Cross-Connects

The Telephone Company's rate regulations associated with establishing and maintaining Cross Connects are as set forth in Section 13 of this Tariff.

(D)
(T)

(E) Floor Space

Floor Space consists of two monthly recurring rate elements that apply as follows:

Per Square Foot - The Per Square Foot element applies for the floor space required to provision the BellSouth Virtual Expanded Interconnection arrangement and includes heat, ventilation, and air conditioning (HVAC), lighting, and AC power.

Per Ampere - The Per Ampere element consists of two separate -48 volts direct current feeds (A&B) with battery back-up and applies per ampere for the equipment maximum power requirement.

(F) Security Escort

A security escort is provided to a collocator whenever the collocator, or approved agent, desires access to the entrance manhole or to inspect the collocator-provided/Telephone Company leased terminal transmission equipment.

Charges for a security escort are assessed in half-hour increments as either Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

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TARIFF F.C.C. NO. 1
6TH REVISED PAGE 20-13
CANCELS 5TH REVISED PAGE 20-13

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.1 BellSouth Virtual Expanded Interconnection

20.1.14 Rate Regulations (Cont'd)

20.1.14.1 BellSouth Virtual Expanded Interconnection Elements (Cont'd)

(G) Training

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is identical to that already in use in the Telephone Company location:

No Training Charges Are Applicable

When collocator-provided/Telephone Company leased equipment (hardware and/or software) is not identical to that already in use in the Telephone Company location:

Charges as set forth in 20.4.1(F) as applicable.

20.1.14.2 Access Service Elements

(A) The access service elements, as set forth in Section 3, Carrier Common Line Access Service; Section 6, BellSouth SWA service; Section 9, BellSouth Directory Assistance; Section 16, Telecommunications Relay Service Transport; Section 18, Operator Service; and Section 19, BellSouth Line Information Data Base service, ordered and/or working in association with Switched Cross-Connect Service will be billed to and paid by the customer of record for the service involved, unless the BellSouth Virtual Expanded Interconnection customer request and/or agrees to be responsible for all charges.

(B) For BellSouth SWA service line or trunk activation charges, see Section 6.8.1(E) of this Tariff.

20.2 Reserved For Future Use

20.3 Reserved For Future Use

(T)

(M)

Certain material previously appearing on this page now appears on Original Page 13-76.18.

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TARIFF F.C.C. NO. 1
4TH REVISED PAGE 20-14
CANCELS 3RD REVISED PAGE 20-14

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

(M)

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BELLSOUTH TELECOMMUNICATIONS, INC.
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TARIFF F.C.C. NO. 1
5TH REVISED PAGE 20-17
CANCELS 4TH REVISED PAGE 20-17

EFFECTIVE: JANUARY 9, 2004

ACCESS SERVICE

20 - BellSouth Expanded Interconnection Service (Cont'd)

20.4 Rates and Charges (Cont'd)

20.4.1 BellSouth Virtual Expanded Interconnection Service (Cont'd)

	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
(F) Security Escort			
-Basic Time, normally scheduled work hours	SPTBX	\$41.00	\$25.00
-Overtime, outside of normally scheduled working hours on a scheduled work day	SPTOX	\$48.00	\$30.00
-Premium Time, outside of scheduled work day	SPTPX	\$55.00	\$35.00

(M)

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 030851-TP

In the Matter of

IMPLEMENTATION OF REQUIREMENTS
ARISING FROM FEDERAL COMMUNICATIONS
COMMISSION'S TRIENNIAL UNE REVIEW;
LOCAL CIRCUIT SWITCHING FOR MASS
MARKET CUSTOMERS.

TELEPHONE DEPOSITION OF: MILTON MCELROY, JR.
TAKEN AT THE INSTANCE OF: The Staff of the Florida
Public Service Commission
DATE: Friday, February 6, 2004
TIME: Commenced at 2:34 p.m.
Concluded at 3:53 p.m.
LOCATION: Gerald L. Gunter Building
Room 309
2540 Shumard Oak Boulevard
Tallahassee, Florida
REPORTED BY: MARY ALLEN NEEL, RPR
Notary Public, State
of Florida at Large

ACCURATE STENOGRAPHY REPORTERS, INC.
2894-A REMINGTON GREEN LANE
TALLAHASSEE, FLORIDA 32308
(850) 878-2221

KPSC Case No. 2003-00379
Rebuttal Testimony of Mark Van de Water
Exhibit: MDV-R6
March 31, 2004

1 than are regularly assigned to that office?

2 A And my answer is I do not know. I don't
3 recall.

4 Q Thank you. Do you know if during the day of
5 the review of the wire work whether any non-hot cut work
6 was being done in the CO that day?

7 A I am not personally aware of any work that was
8 going on, but I am sure work was going on on those days.
9 In other words, I was not there witnessing them doing
10 any other work, but I do know that those are live
11 central offices, and we install and repair and remove
12 wire work in those offices each and every day.

13 Q And were there other technicians -- did you
14 notice if there were other technicians doing that sort
15 of work who were not involved in this PwC attestation
16 review?

17 A Yes, ma'am, I do know that there were other
18 technicians in the office during the test that were not
19 involved in the test at all, just working in the office.

20 Q Okay. Thank you. You discussed earlier the
21 three different hot cut processes, the individual hot
22 cut process, the batch process in Mr. Ainsworth's
23 testimony, and the mass migration process that is in
24 your surrebuttal. Which of these processes is BellSouth
25 suggesting that the Commission should adopt and

1 implement to satisfy the Triennial Review Order?

2 A BellSouth offers now three hot cut options.
3 Obviously, the individual hot cut option would not apply
4 here. The batch migration process is the process that
5 BellSouth is offering to migrate those customers in an
6 efficient, effective manner from our switches to a
7 competitor's switches.

8 Q So the mass migration process is not what you
9 are offering to satisfy the requirements of the
10 Triennial Review Order?

11 A I guess what I'm saying here is that the batch
12 migration process is sufficient in and of itself. We
13 are offering the mass migration process to that set of
14 CLECs who wouldn't mind, in essence, as I've explained
15 earlier, moving control of the conversion process over
16 to BellSouth, and at the same time, they would be able
17 to experience a little deeper discount on the
18 nonrecurring charges.

19 Q So do I understand you to be saying that in
20 your view, either the batch migration process proposed
21 by Mr. Ainsworth or the mass migration process proposed
22 by you is sufficient to satisfy the Triennial Review
23 Order?

24 A I'm not an attorney, so I don't know that I can
25 answer the question that you've asked. But I do know

1 that based on our testing, the batch migration process
2 is sufficient to enable a CLEC to migrate their
3 customers.

4 Q So your testimony is that in your view, neither
5 the process proposed in Mr. Ainsworth's surrebuttal nor
6 the mass migration process you are proposing is
7 necessary?

8 MS. FOSHEE: I'm going to object to that
9 question. I don't think that's what he said at all.

10 BY MS. AZORSKY:

11 Q Please correct me if I'm wrong, Mr. McElroy.

12 A Could you -- I'm not following your question.
13 Could you --

14 Q All I'm trying to figure out is which process.
15 The way I see it is that there are three processes that
16 you've discussed. One is the original batch process
17 that was discussed in Mr. Ainsworth's original
18 testimony, the second is the revised batch process that
19 is discussed in Mr. Ainsworth's surrebuttal testimony,
20 and the third is the mass migration process that is
21 discussed in your surrebuttal testimony. And what I'm
22 trying to figure out is whether or not BellSouth is
23 proposing one or more of those as the process the
24 Commission should adopt to satisfy the Triennial Review
25 Order.

1 MS. FOSHEE: And I'm going to object to that
2 question on the grounds that it has been asked and
3 answered, but you can go ahead and answer.

4 A Our batch migration process as explained by
5 Mr. Ainsworth and as tested by PricewaterhouseCoopers is
6 the batch process that we have in place today, and it is
7 sufficient to move those customers over from the
8 BellSouth switch to a CLEC switch.

9 Q Thank you, Mr. McElroy.

10 Is it your view that the mass migration process
11 is more seamless than the batch process?

12 A Would you define what you mean by seamless for
13 me, please?

14 Q As seamless is used in the Triennial Review
15 Order, in your view.

16 A In my view, both processes are seamless, and
17 both processes are effective. The difference in the two
18 processes again goes back to which party controls that
19 conversion process. If it's on the batch process as
20 described by Mr. Ainsworth, then the CLEC is more in
21 control, whereas if it's a mass migration process,
22 BellSouth is controlling when those conversion
23 activities are occurring.

24 Q In terms of the actual cutover, the
25 provisioning of the loop to the CLEC, the mass migration

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket No. 030851-TP
AT&T's 3rd Request for Production
December 10, 2003
Item No. 40
Page 1 of 1

REQUEST: Referring to Direct Testimony of John Ruscilli, page 18, provide all supporting documentation for the 10% discount.

RESPONSE: BellSouth has no responsive documents.

REQUEST: Refer to the Direct Testimony of Kenneth Ainsworth, page 36, what is the combined annual salary (with benefits), for the 425 CWINS personnel and 105 service representatives in the LCSCs BellSouth proposes to add to provision loops in the absence of unbundled local switching?

RESPONSE: For the period 2005 through 2007, the projected annual salary (with benefits) costs for the 425 additional CWINS personnel and the 105 additional service representatives would be \$40,737,000 annually.

RESPONSE PROVIDED BY: Ken L. Ainsworth

REQUEST: Referring to Exhibit AH-1 attached to the Direct Testimony of Alfred Heartley, what is the combined annual salary (with benefits) for the 1000 additional personnel BellSouth is proposing to add to provision loops in Florida in the absence of unbundled local switching?

RESPONSE: Estimated expense due to salary, benefits, taxes and tools for 1,080 additional employees proposed in Florida is approximately \$83.2M annually.

The projected force will be reduced due to a correction made to the Force and Load Model to be included with the Rebuttal Testimony of Mr. Heartley. The revised requirement for Florida is 759 employees. The expense for the revised force is estimated to be \$58.5M annually.

The revised Force and Load Model is provided in BellSouth's response to AT&T's Third Request for Production, Item No. 42. The responsive document is proprietary and is being provided pursuant to the terms of the parties' protective agreement

RESPONSE PROVIDED BY: Alfred Heartley