

EX PARTE OR LATE FILED

ORIGINAL

BELLSOUTH

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August 22, 2001

W. W. (Whit) Jordan
Vice President-Federal Regulatory

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EX PARTE

Ms. Magalie Roman Salas
Secretary
Federal Communications Commission
The Portals
445 12th St. SW
Washington, D.C. 20554

RECEIVED

AUG 23 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

CC Docket No. 96-98

Dear Ms. Salas:

On August 21, 2001, I met with Jon Reel, Kathy Farroba, Renee Crittendon, Uzoma Onyeije and Ben Childers from the Common Carrier Bureau to discuss why performance measures for special access services are unnecessary. In addition, Rich Sbaratta, Don Barbour, Larry Cost, Ad Allen, Greg Mims, Marc Cathey and Dave Thomason, all representing BellSouth, participated via telephone. During the meeting, BellSouth explained how it is responding to the competitive special access marketplace through its current tariff offerings and its contact tariff negotiations.

Attached are the key points BellSouth made during this presentation and a copy of (1) a description of standard provisioning and maintenance reports that BellSouth offers to its special access customers; (2) BellSouth's tariff which provides credit allowances for service interruptions; and (3) BellSouth's tariff which provides service installation guarantees. In response to a question from the staff about examples of measurements for which BellSouth does not have data, BellSouth does not have data as requested by Time Warner in its July 16, 2001 Ex Parte for Percent Missed Appointments due to a Lack of Facilities (SA5) and Reject/Query Timeliness (SA7).

Please call me if you have any questions.

Yours truly,



William W. Jordan

Attachments

cc: Jon Reel
Kathy Farroba
Renee Crittendon
Uzoma Onyeije
Ben Childers

No. of Copies rec'd 0/1
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Special Access Services & Standard Performance Measurements - Key Points

BellSouth

- **Special access services should not be treated like UNEs.**
 - The Commission has determined that special access performance will not be considered in Section 271 applications.
 - Local service UNE requirements should not be superimposed on special access services.
- **The special access market is competitive.**
 - The imposition of performance measurements for special access services is inconsistent with the Commission's initiatives in Access Charge Reform and Pricing Flexibility.
 - Performance standards for special access services would interfere with the competitive operation of the marketplace.
 - ILECs are not the only providers of special access services.
 - Any action by the Commission should be competitively neutral.
- **The special access market is a diverse market with diverse customer needs.**
 - The Commission should not favor or prefer one segment of customers over another.
 - Even within customer segments, customer needs are diverse.
- **BellSouth is responding to the marketplace.**
 - Interstate tariff provisions (SIG/SAW).
 - Pricing Flexibility contract tariff negotiations.



Provisioning Report Descriptions



CDD Provisioning Report - (monthly results)

Percentage of completed orders/items? completed on or before the Committed Due Date

Special Access Only, Adds & Rearrangements

CDD Provisioning Detail Report - (monthly results)

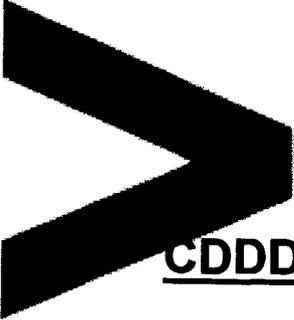
Detailed listing of all completed orders. See Report Glossary for field names and definitions

Special Access Only, Adds & Rearrangements

CDD YTD Provisioning Report - (year to date results)

Percentage of completed orders/items? completed on or before the Committed Due Date

Special Access Only, Adds & Rearrangements



Provisioning Report Descriptions

CDDD Provisioning Report - (monthly results)

Percentage of completed orders/items? completed on or before the Customers Desired Due Date

Special Access Only, Adds & Rearrangements

CDDD Provisioning Detail Report - (monthly results)

Detailed listing of all completed orders. See Report Glossary for field names and definitions

Special Access Only, Adds & Rearrangements

CDDD YTD Provisioning Report - (year to date results)

Percentage of completed orders/items? completed on or before the Customers Desired Due Date

Special Access Only, Adds & Rearrangements



Provisioning Report Descriptions

New Circuit Failure Rate (NCFR) Report - (monthly results)

Percentage of newly installed circuits (installed in previous month) that have a measured trouble within 30 days of installation.

Special Access Only, Adds & Rearrangements

Excludes tickets closed to CPE, IEC, and INF, such as; Joint Meet/Vendor, Visual inspections at customer premises, tickets for tracking purposes, etc.....

Percent of DLRs Received -Percent of DLRs received prior to installation.



Provisioning Report Descriptions



Firm Order Confirmation (FOC) Report - (monthly results)

Percentage of Firm Order Confirmations sent back to the customer within 24, 48 and 72 hours of receipt of a complete and accurate ASR .

Special Access Only

Ordering Profile Report - (monthly results)

Requested IC order intervals and order intervals after clarification (intervals reported in (in business days).

Volume of ASR's supped and total # of ASR supplements.

BellSouth's performance in setting commitment date equal to customer's desired due date.

Special Access Only, Adds + Rearrangements



Maintenance Report Descriptions

MTTR Maintenance Report - (monthly results)

Mean Time-To-Repair Total Responsible Duration, divided by the total tickets received as Customer Reports(CR), Referred In (RN), and Referred To Self (RS). Excludes tickets closed to CPE, IEC, and INF, such as; Joint Meet/Vendor, Visual inspections at customer premises, tickets for tracking purposes, etc.....

MTTR Detail Ticket Report - (monthly results)

Detailed listing of all closed trouble tickets.

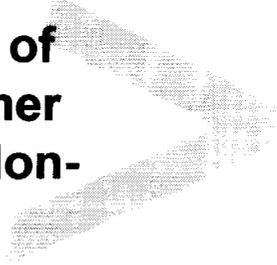
MTTR YTD Maintenance Report - (year to date results) Calculations are the

same as monthly results for current year.



Maintenance Report Descriptions

Repeat Report Maintenance Report - (monthly results) Percent of circuits that failed within 30 days of restoring a customer report (rolling 30 days). Excluding INF, IEC, CPE, and Non-circuit Specific.



% Availability - Time network is accessible for use. Total number of Circuits times 24 x # of Days in the month under review, divided by the total minutes of troubles - expressed as a percentage.

Failure Frequency- (monthly results) The total Customer Trouble Reports divided by the Total Circuits in service at the end of the month under review, expressed as a percent. Troubles closed to CPE, IEC, and INF are excluded.

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3RD REVISED PAGE 2-29
CANCELS 2ND REVISED PAGE 2-29
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ACCESS SERVICE

2 - General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.2 Minimum Periods (Cont'd)

When a service is discontinued prior to the expiration of the minimum period, charges are applicable whether the service is used or not as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) Except for High Capacity (a.k.a. BellSouth SPA High Capacity) Individual Case Basis (ICB) services and associated channelization listed in Section 7 and Section 12, when a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period. For High Capacity (a.k.a. BellSouth SPA High Capacity) Individual Case Basis Services the applicable charge is specified in the Individual Case Basis filing.
- (C) When a customer requests the complete termination of a Special Access (a.k.a. BellSouth SPA) Voice Grade (a.k.a. BellSouth SPA DSO VG) Rate Stability Plan prior to the expiration date of the selected service commitment period, a Termination Liability Charge as specified in 7.4.13.5(B) following will apply.
- (D) For Special Access (a.k.a. BellSouth SPA) DS1 (a.k.a. BellSouth SPA DS1) service provided under a Federal Government Transport Plan (FGTP) arrangement, minimum period charges are as set forth in 10.6.1(F) following.

(N)
(N)
(N)
(N)

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an Access Order for BellSouth SWA or Special Access service, (a.k.a. BellSouth SPA) are set forth in 5.4 following.

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is considered interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the loss of use of the service by the customer as set forth in 6.5.1 following. An interruption period starts when the customer reports the interruption to the Telephone Company, and ends when the service is operative.

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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, BellSouth Virtual Expanded Interconnection Cross-Connect Services and for Fast Packet Access Services, 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. (T)
(C)

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 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 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 service that is inoperative.

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CANCELS 10TH 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 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, and the local channels, central office channel interface(s), interoffice channel, and optional features and functions on the individual services from the Hub). When the service which rides a channel of the channelized facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the 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 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 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 service (e.g., SMARTPath Area Connection and SMARTPath Area Junction).

(f) For BellSouth Virtual Expanded Interconnection Cross-Connect element specified in 20.31(E), the monthly charge shall be that associated with the specific cross-connect that is inoperative.

(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).

(C)

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TARIFF F.C.C. NO. 1
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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)

(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:

(T)
(T)
(T)
(T)

- (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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CANCELS 1ST REVISED PAGE 2-32
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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)

(2) (Cont'd)

- (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for each channel termination, channel mileage and optional features and functions that is inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
- (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
- (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.
- (3) For BellSouth SWA service, BellSouth Directory Assistance Access service, and BellSouth Line Information Data Base Access service usage sensitive rate elements, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate applicable to the service involved, for each period of 24 hours or major fraction thereof that the interruption continues. In the case of service billed based upon actual usage, no credit allowance is applicable. (T)
(T)
- (4) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) the sum of the monthly rates or (b) the assumed minutes of use charge for the service interrupted in any one monthly billing period.
- (5) For certain Special Access (a.k.a. BellSouth SPA) services (Wideband Digital, WD1-3; Digital Data Access (a.k.a. BellSouth SPA DSO Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth SPA High Capacity HC1), any period during which the error performance is below that specified for the service will be considered as an interruption. (T)
(T)
(T)

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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)

(6) Service interruptions for Specialized Service or Arrangements provided under the provisions of Section 12 following shall be administered in the same manner as those set forth in 2.4.4 unless other regulations are specified with the Individual Case Basis filing.

(7) Service interruption for BellSouth Administrative Management Service shall be administered in the same manner as set forth in 13.3.10(C) following.

(8)(a) For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing) service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Dedicated Ring, a credit for a service interruption shall apply when a single failure of the Telephone Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within one (1) second. No credit shall apply unless the customer reports the service interruption to the Telephone Company and the trouble is found in the Telephone Company equipment based on information provided by the network surveillance system associated with the service. The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of interruptions occurring during that month. In Shared Network Arrangements as defined in 6.7.16 and 7.2.11(A) following, with OC-3 SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) and BellSouth Dedicated Ring credit does not apply to the DS1 Channel Interfaces of the connecting service user. (C)
(C)
(C)

(b) For service interruptions of individual channel interfaces on a SMARTRing service, (a.k.a. BellSouth SPA Dedicated Ring) and a BellSouth Dedicated Ring, which do not constitute a total ring failure, credit shall be allowed for interruptions of one minute or more. The credit shall apply when the customer reports the interruption to the Telephone Company. The credit shall be at the rate of 1440/1440 of the monthly charge for the service element. Credit allowance limitation shall be in accordance with Section 2.4.4.B(4) preceding. (C)
(C)

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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)

(b) (Cont'd)

For all other service interruptions resulting from a failure of the Telephone Company's equipment for services connecting to a SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), and BellSouth Dedicated Ring, credit shall be allowed for an interruption of 30 minutes or more. The credit will begin when the customer reports the interruption to the Telephone Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the service that is interrupted for each period of 30 minutes or major fraction thereof that the interruption continues. (C)

(c) Credit allowances will not apply if service is interrupted during customer requested upgrades and/or additions to the SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), and BellSouth Dedicated Ring, or during customer requested rearrangements. (C)

(9) For SMARTPath service (a.k.a. BellSouth SPA Shared Ring), and SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring) rate elements, failure by the Telephone Company to meet the performance guarantee described in Section 7.2.13(C)(2) and 7.2.14(C)(1) following, respectively, will prompt a credit equal to 1440/1440 for effected SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring), or SMARTPath DS3 Transport service (a.k.a. BellSouth SPA DS3 Shared Ring), rate elements. A customer request for credit will not be required. The credit will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. The credit will apply no more than once per billing period. This credit is in addition to those provided in 2.4.4(B)(1) preceding. The combined total of the credit allowance during a month for failure to meet the performance guarantee in Section 7.2.13(C)(2) or 7.2.14(C)(1), as applicable, and the credit for service interruption contained in Section 2.4.4(B)(1) shall not exceed the monthly rate for the service.

(10) Credit allowances for service interruptions on DS1 Special Access (a.k.a. BellSouth SPA DS1) service (including DS1 Alternate Serving Wire Center service and LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS1 channel interfaces) will be based on

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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)

(10) (Cont'd)

the wire center group assignment of the customer's serving wire center, (see Group 1 wire Center list following). For DS1 Special Access (a.k.a. BellSouth SPA DS1) facilities assigned to Group 1 wire centers, the customer shall be credited at the rate of 1440/1440 for service interruptions of one minute or more. Special Access DS1 (a.k.a. BellSouth SPA DS1) customers with facilities assigned to Group 2 wire centers, (all other wire centers not included in Group 1) shall be credited for interruptions of more than 30 minutes but less than or equal to 210 minutes based on the credit allowance schedule following. For service interruptions of 211 minutes or more the customer shall receive a credit of 1440/1440 of the monthly rate. Credit allowances for DS1 Special Access (a.k.a. BellSouth SPA DS1) service interruptions involving more than one wire center group will be based on the respective local channel wire center rate and the highest interoffice channel mileage rate used in provisioning the service. Ratcheting, to account for BellSouth SWA services, will be applied to DS1 Special Access (a.k.a. BellSouth SPA DS1) service interruption credits. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(4) preceding. Credits for subtending Voice Grade and DS0 services shall be in accordance with the Section 2.4.4(B)(1) preceding.

Credit Allowance Schedule
Group Wire Centers

<u>Interruption Period</u>	<u>Credit Per Interruption</u>
<u>30 Minutes to 150 Minutes</u> ATT	360/1440
<u>151 Minutes to 210 Minutes</u> ATT	720/1440
<u>211 Minutes or More</u> ATT	1440/1440

The provisions of this subsection do not apply to BellSouth DS1 Diverse service.

(N)
(N)

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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)

(10) (Cont'd)

BELLSOUTH GROUP 1 WIRE CENTERS

ATLNGAAC	BRHMALOM	CLMASCSU	JCSNMSCP
ATLNGAAD	BRHMALOX	CLMASCSW	JCSNMSMB
ATLNGABH	BRHMALRC	COCYFL13	JCSNMSNR
ATLNGABU	BRHMALTA	DNWDGAMA	JCSNMSPC
ATLNGACD	BRHMALVA	DRBHFLMA	JCSNMSRW
ATLNGACS	BRHMALWE	FTLDLFLAP	JCSNMSTR
ATLNGAEL	BRHMALWL	FTLDLFLCR	JCVLFLAR
ATLNGAEP	BYBHFLMA	FTLDLFLCY	JCVLFLBW
ATLNGAFP	CHMBGAMA	FTLDLFLFT	JCVLFLCL
ATLNGAGC	CHRLNCBO	FTLDLFLJA	JCVLFLFC
ATLNGAGR	CHRLNCCA	FTLDLFLMA	JCVLFLIA
ATLNGAHR	CHRLNCCE	FTLDLFLQA	JCVLFLJT
ATLNGAIC	CHRLNCCR	FTLDLFLPL	JCVLFLLF
ATLNGALA	CHRLNCDE	FTLDLFLSG	JCVLFLNO
ATLNGANW	CHRLNCER	FTLDLFLSU	JCVLFLOW
ATLNGAPP	CHRLNCLP	FTLDLFLWN	JCVLFLPP
ATLNGASS	CHRLNCLX	GNBONCAP	JCVLFLRV
ATLNGATH	CHRLNCMI	GNBONCAS	JCVLFLSJ
ATLNGAUY	CHRLNCMO	GNBONCEU	JCVLFLSM
ATLNGAWD	CHRLNCOD	GNBONCHO	JCVLFLWC
ATLNGAWE	CHRLNCRE	GNBONCLA	LKWOF LAJ
BCRTFLBT	CHRLNCSH	GNBONCMC	LLBNGAMA
BCRTFLMA	CHRLNCTH	GNBONCPG	LSVLKY26
BCRTFLSA	CHALNCUN	GRNRNCJB	LSVLKY53
BRHMALBH	CLMASCAR	GTWSTNSW	LSVLKYAN
BRHMALCH	CLMASCBO	HLWDFLHA	LSVLKYAP
BRHMALCP	CLMASCCH	HLWDFLMA	LSVLKYBE
BRHMALEL	CLMASCDF	HLWDFLPE	LSVLKYBR
BRHMALEN	CLMASCFI	HLWDFLWH	LSVLKYCS
BRHMALEW	CLMASCPA	JCBHFLAB	LSVLKYCW
BRHMALFO	CLMASCSA	JCBHFLMA	LSVLKYFC
BRHMALFS	CLMASCSB	JCBHFLSP	LSVLKYHA
BRHMALHW	CLMASCSH	JCSNMSBL	LSVLKYJT
BRHMALMT	CLMASCSN	JCSNMSCB	LSVLKYOA

(N)



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TARIFF F.C.C. NO. 1
3RD REVISED PAGE 2-33.3
CANCELS 2ND REVISED PAGE 2-33.3

EFFECTIVE: DECEMBER 5, 1998

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)

(11) Application of credits for service outages for LightGate service (a.k.a. BellSouth SPA Point to Point Network), (excluding DS1 channel interfaces), will be calculated as follows: credits will be applied to the monthly rate associated with each activated interface affected, after ratcheting adjustments to account for BellSouth SWA service, if any. For system level rate elements, credits applied to the monthly rate associated with the system, after ratcheting adjustments for BellSouth SWA services, based upon the proportion which the interrupted Special Access, (a.k.a. BellSouth SPA) channels, in the system bear to the total activated Special Access (a.k.a. BellSouth SPA) channels, in the system. Where service interruptions of one minute or more per occasion occur, the credit applied shall be 1440/1440. Credit allowance limitations shall be in accordance with Section 2.4.4(B)(4) preceding. Credits for LightGate service (a.k.a. BellSouth SPA Point to Point Network) DS1 channel interfaces and subtending DS1 (a.k.a. BellSouth SPA DS1) service are as set forth in 2.4.4.(B)(10) preceding.

(12) For SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network) and BellSouth Managed Shared Ring service, failure by the Telephone Company to meet the performance guarantee described in 7.4.22(A) following will prompt the credit described in that Section. The combined total of the credit allowance during a month for failure to meet the performance guarantee in Section 7.4.22(A) for SMARTGate service and BellSouth Managed Shared Ring in Section 6.7.20 following, as applicable, and the credit for service interruption contained in Section 2.4.4(B)(1) shall not exceed the monthly rate for the portion of the service affected. (C)

(13) Credit allowances for service interruptions on affected BellSouth SWA DS1 service Local Channel and/or Interoffice Channel elements will be based on the wire center group assignment of the customer's serving wire center, (see Group 1 Wire Center list contained in Section 2.4.4.(B)(10) preceding). For BellSouth SWA DS1 facilities assigned to Group 1 wire centers, the customer shall be credited at the rate of 1440/1440 for service interruptions of one minute or more. BellSouth SWA DS1 customers with facilities assigned to Group 2 wire centers, (all other wire centers not included in Group 1) shall be credited for interruptions of more than 30 minutes but less than or equal to 210 minutes based on the credit allowance schedule following. (C)

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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)

(13) (Cont'd)

Service interruptions of 211 minutes or more the customer shall receive a credit of 1440/1440 of the monthly rate. Credit allowances for BellSouth SWA DS1 service interruptions involving more than one wire center group will be based on the respective local channel wire center group and the highest interoffice channel mileage wire center used in provisioning the service. Ratcheting, to account for Special Access (a.k.a. BellSouth SPA) services, will be applied to BellSouth SWA DS1 service interruption credits. When the BellSouth SWA service is provisioned over SMARTRing service (a.k.a. BellSouth Dedicated Ring), the customer must report the outage to obtain the credit. Otherwise, no customer request for the outage credit is required. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(4). Credits for subtending voice grade and DS0 services shall be in accordance with Section 2.4.4.(B)(1) above.

(T)
(T)
(T)
(T)

Credit Allowance Schedule Group 2 Wire Centers

<u>Interruption Period</u>	<u>Credit Per Interruption</u>
<u>30 Minutes to 150 Minutes</u> All 360/1440	
<u>151 Minutes to 210 Minutes</u> All	720/1440
<u>211 Minutes or More</u> All	1440/1440

Certain material previously appearing on this page now appears on 2nd Revised Page 2-33.3.

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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)

(14) Application of credits for service outages for BellSouth SWA DS3 will be calculated as follows: For the affected BellSouth Local Channel, Interoffice Channel and BellSouth SWA DS3 Channelization elements, credits will be applied to the monthly charge associated with each element affected, after ratcheting adjustments to account for Special Access (a.k.a. BellSouth SPA) service, if any. Where service interruptions of one minute or more per occasion occur, the credit applied shall be 1440/1440 of the total monthly charge for the rate element involved. When the BellSouth SWA service is provisioned over SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring), the customer must report the outage to obtain the credit. Otherwise, no customer request for the outage credit is required. Credit allowance limitations shall be in accordance with Section 2.4.4.(B)(4) preceding. Credits for subtending Voice Grade services (a.k.a. BellSouth SPA DS0 VG), are as set forth in Section 2.4.4.(B)(1) preceding.

(15) Application of credits for service outages of BellSouth DS1 Diverse service Local and Interoffice Channels will be calculated as follows: In the event of primary facility path failure, service is guaranteed to switch to an alternate facility path in one minute or less. Failure to meet this guarantee will result in credits being applied to the customer's bill equal to 1440/1440 of the monthly charge associated with the affected service element(s) (e.g., for the affected Local Channel, Interoffice Channel, DS1 Basic Channelization System and associated Central Office Channel Interface(s), and 1.544 Mbps elements of service associated with higher capacity Central Office Channel Interface channelization element(s), where the trouble is on the public right-of-way). Credits will be applied through normal administrative processes and the dollar amount will be reflected on the customer's bill. Ratcheting, to account for BellSouth SWA services, will be applied to BellSouth DS1 Diverse service interruption credits. A customer must report the outage in order to receive credit. The credits will apply no more than once per month and the total of all credits shall not exceed the monthly rate for service.

Service Installation Guarantee is applicable for DS1 Diverse service as specified in 2.4.9 following.

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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)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in BELLSOUTH TELECOMMUNICATIONS, INC.'s TARIFF F.C.C. NO. 2 for Special Construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) Periods of temporary discontinuance as set forth in 2.2.1(B) preceding.



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)

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

- (8) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.
- (9) Periods of interruption as set forth in 13.3.1 following.
- (10) Interruptions of a service due to commercial power failure.
- (11) Interruptions of a service due to labor difficulties, governmental orders, civil commotions, criminal action against the Telephone Company, acts of God, war, or other circumstances beyond the Telephone Company's control.

(N)
(N)
(N)
(N)

(D) Use of an Alternative Service Provided by the Telephone Company

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

(E) Temporary Surrender of a Service

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

2.4.5 Reestablishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

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

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.

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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), 6.7.1(D) and 7.4.1(C) following, and for the DS1 and DS3 Cross-Connect element in 20.31 following. (C)
- (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 6.7.1.(D), 7.4.1.(C), and the DS1 and DS3 Cross-Connect element in 20.31 following 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.
- (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. (M)(M)(M)(M)(M)(M)(M)
- (E) The Service Installation Guarantee is applicable to DS1 Diverse service Local and Interoffice Channel rate elements for which nonrecurring charges are appropriate. (N)(N)(N)

Material appearing on this page previously appeared on 8th Revised Page 2-49.1

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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)

(F) Service Installation Guarantees do not apply:

- (1) on Switched and Special Access 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 as specified in 5.1.1(G) following, (C)
- (2) on Special Access 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, (N)
(N)
(N)
(N)
- (3) when failure to meet the Service Date occurs because of: (T)
 - (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, (T)
- (5) to Specialized Service or Arrangements or Individual Case Basis filings, (T)
- (6) to BellSouth Virtual Expanded Interconnection service arrangements, except for the cross-connect element, as set forth in 20.31 following, or (T)
- (7) for jointly provisioned services except as stipulated in 2.4.9(C) preceding. (T)

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.

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.
