

**ORIGINAL**

**Matilda Sanders**

**From:** Daniels, Sonia C - LGCRP [soniadaniels@att.com]  
**Sent:** Monday, February 21, 2005 4:38 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** Petition and Complaint of AT&T for Suspension of BellSouth Commingling Tariff  
**Attachments:** 2-21-2005 FL Filing.pdf

050127 - TP

In Re: Petition and Complaint of AT&T Communications of the Southern States, LLC for Suspension and Cancellation of BellSouth Telecommunication's Commingling Tariff No. FL2005-0031.

Attached for electronic filing is the Petition and Complaint of AT&T as referenced above. The cover letter, certificate of service and Complaint are a total of 22 pages. The attached document should be considered the official version for purposes of the docket file.

As indicated in the cover letter, a copy of the Complaint and Petition is being served as indicated on the Certificate of Service. Thank you for your assistance in this matter.

<<2-21-2005 FL Filing.pdf>>

*Sonia Daniels*  
 Docket Manager  
 AT&T Law & Gov't Affairs  
 1230 Peachtree  
 4th Floor  
 Atlanta, GA 30309  
 Phone: 404-810-8488  
 Fax: 281-664-9791

DOCUMENT NUMBER-DATE

01789 FEB 21 08

2/22/2005

FPSC-COMMISSION CLERK

ORIGINAL



Tracy Hatch  
Senior Attorney  
Law and Government Affairs  
Southern Region

Suite 700  
101 N. Monroe Street  
Tallahassee, FL 32301  
850-425-6360

February 21, 2005

**BY ELECTRONIC FILING**

Ms. Blanca Bayó, Director  
The Commission Clerk and Administrative Services  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: **Petition and complaint of AT&T Communications of the Southern States, LLC** for suspension and cancellation of Tariff No. FL2005-0031 filed by BellSouth Telecommunications, Inc.

Dear Ms. Bayó:

Enclosed for electronic filing is the Petition and Complaint of AT&T Communications of the Southern States, LLC for the suspension and cancellation of Tariff No. FL-2005-0031 filed by BellSouth Telecommunications, Inc. Pursuant to the Commission's Electronic Filing Requirements, this version should be considered the official filing for purposes of the docket file.

Thank you for your assistance with this filing.

Sincerely yours,

*s/ Tracy W. Hatch*

Tracy W. Hatch

TWH/scd  
Enclosure  
cc: Nancy White

DOCUMENT NUMBER-DATE

01789 FEB 21 05

FPC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

|   |   |                          |
|---|---|--------------------------|
| In re: Petition and Complaint of AT&T           | ) | Docket No.               |
| Communications Of the Southern States, LLC      | ) |                          |
| for suspension and cancellation of Revisions to | ) | Filed: February 21, 2005 |
| BellSouth's Access Services Tariff No.          | ) |                          |
| FL2005-0031 Filed January 18, 2005 by           | ) |                          |
| <u>BellSouth Telecommunications, Inc.</u>       | ) |                          |

PETITION AND COMPLAINT

AT&T Communications of the Southern States, LLC (AT&T), hereby files this Petition and Complaint against BellSouth Telecommunications, Inc. (BellSouth) seeking an immediate suspension and cancellation of Section E.2.4.4(C)(10) of BellSouth's Revisions to its Access Services Tariff establishing guidelines for combining unbundled network elements (UNEs) and combinations of UNEs with wholesale services. This Petition and Complaint is filed pursuant to Sections 364.01(4)(c), 364.01(4)(g), 364.08(1), 364.09 and 364.10(1), Florida Statutes, and Rules 25-22.036(2) and 28-106.201, Florida Administrative Code. In support of this petition AT&T states:

1. The name and address of the Petitioner is:

AT&T Communications of the Southern States, LLC  
 1230 Peachtree Street  
 4<sup>th</sup> Floor  
 Atlanta, Georgia 30309

2. All pleadings, documents, correspondence, notices, staff recommendations and orders filed, served or issued in this docket should be served on the following on behalf of Petitioner:

Tracy Hatch, Esq.  
 AT&T Communications of the Southern States, LLC  
 101 N. Monroe Street  
 Suite 700  
 Tallahassee, FL 32301

3. BellSouth Telecommunications, Inc. is an incumbent local exchange company certificated by the Commission to provide local exchange services in Florida. BellSouth's address for receiving communications from the Commission is:

Ms. Nancy H. Simms  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301-1556

4. AT&T is certificated by the Florida Public Service Commission in Florida as an Interexchange Carrier (IXC) and a Competitive Local Exchange Telecommunications Company (CLEC). AT&T is authorized to provide switched and non-switched local exchange and long distance services in Florida. AT&T utilizes unbundled network elements ("UNEs") as well as access services in the provision of its services in Florida.

5. January 18, 2005, BellSouth filed revisions to its Florida Access Services Tariff. The proposed tariff revisions list an effective date of February 1, 2005. AT&T understands these proposed provisions provide that UNEs may be connected, combined or attached to BellSouth Access Services. The process of combining UNEs with Access Services is referred to as "commingling". However, the proposed tariff also contains a new provision that would disallow the credit for service interruptions whenever UNEs are commingled with Access Services (See Section E.2.4.4 (C)(10). **A copy of the tariff is attached hereto as Exhibit 1.**

6. The disallowance of credits for service interruptions in the case of commingled UNEs and Access Services is unreasonably discriminatory in violation of Sections 364.08(1), 364.09 and 364.10(1), Florida Statutes. BellSouth's proposed exclusion of credit allowances is

clearly unreasonably discriminatory. There is no rational reason that BellSouth should treat purchasers of BellSouth's access services differently for purposes of credit allowances for service outages simply on the basis of whether they also utilize some access services in conjunction with any UNEs.

7. The disallowance of service credits for service interruptions when UNEs are commingled with access services is unfair and anticompetitive in violation of Sections 364.01(4)(c) and 364.01(4)(g). BellSouth's discrimination against those CLECs that commingle access services with UNEs is plainly unfair, unreasonable, unjust and anticompetitive. The exclusion of service credits is clearly designed to force CLECs to forego commingling despite their right to do so, or to punish them if they do.

8. The tariff language also may be contrary to interconnection agreements. AT&T objects to the extent that the tariff could be construed as waiving its right to otherwise obtain service credits for service interruptions involving commingled services under its interconnection agreements with BellSouth.

9. Petitioner anticipates that disputed issues of material fact will include, but not be limited to, BellSouth's disagreement with some or all of Petitioners' contentions set forth in this Petition.

WHEREFORE, Petitioners respectfully request that the Commission:

- A. Immediately suspend BellSouth's Revisions in E.2.4.4(C)(10) of BellSouth's Florida Access Services Tariff;
- B. Schedule and conduct an expedited review/hearing to address disputed issues of fact and law regarding the Tariff pursuant to Sections 120.569 and 120.57(1), Florida Statutes;
- C. Enter a final order denying and canceling the Proposed Revisions in

E.2.4.4(C)(10) of BellSouth's Florida Access Services Tariff; and

D. Grant such further relief as the Commission may deem appropriate.

RESPECTFULLY submitted this 21st day of February, 2005.

*s/ Tracy Hatch*

Tracy Hatch, Esq.

AT&T Communications of the Southern States, LLC

101 N. Monroe Street

Suite 700

Tallahassee, FL 32301

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing Petition was furnished by U. S. Mail to the following this 21st day of February, 2005:

Nancy B. White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 N. Monroe Street, Suite 400  
Tallahassee, FL 32301

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Suite 400  
Tallahassee, Florida 32301

[marshall.criser@bellsouth.com](mailto:marshall.criser@bellsouth.com)

Marshall M. Criser III  
Vice-President  
Regulatory & External Affairs

(850) 224-7798  
Fax (850) 224-5073

January 18, 2005

Ms. Beth Salak  
Director, Division of Competitive Markets & Enforcement  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our Access Services Tariff. Following are the affected pages:

Access Services Tariff

- E2 - First Revised Page 7
- Fourth Revised Page 26
- Third Revised Page 51
- Second Revised Page 64
- Contents - Second Revised Page 1
- Subject Index - Third Revised Page 3
- First Revised Page 21

The purpose of this filing is to add regulations to specify that unbundled network elements (UNEs) and combinations of UNEs may be commingled with wholesale services.

Acknowledgement, date of receipt, and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Marshall M. Criser III (slg)

Regulatory Vice President

Attachments

<sup>®</sup> Registered Service Mark of BellSouth Intellectual Property Corporation



## **EXECUTIVE SUMMARY**

### **Introduction**

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

### **Proposed Tariff**

Section E2 is being revised to mirror FCC No. 1 regulations which state that carriers who obtain UNEs or combinations of UNEs pursuant to an interconnection agreement with the Company, may connect, combine, or otherwise attach such UNEs or combinations of UNEs to Access Services purchased under this tariff except to the extent such agreement explicitly: 1) prohibits such commingling; or 2) requires the parties to complete the procedures set forth in the agreement regarding change of law prior to implementing such commingling.

This filing also mirrors other regulations in FCC No. 1, Section 2 which include:

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

## E2. GENERAL REGULATIONS<sup>1</sup>

(T) (M)

### E2.2 Use (Cont'd)

#### E2.2.3 Use by Others

- A. Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.
- B. Alternative Access Vendors (AAVs) can resell a special access service which is part of a dedicated interexchange private line between affiliates, and a special access service to an ICs switched network without affiliate restriction. In addition, an IC can resell an interexchange private line service under its existing IC certificate with no affiliate restriction, provided the LEC provides the local channel (LC) on each end of the private line service. However, if an IC utilizes an AAV to provide the LCs, the affiliate restrictions will apply.

#### E2.2.4 Commingling

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

### E2.3 Obligations of the IC

#### E2.3.1 Damages

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

#### E2.3.2 Ownership of Facilities and Theft

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

#### E2.3.3 Equipment Space and Power

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

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

## E2. GENERAL REGULATIONS

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

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

##### B. When A Credit Allowance Applies (Cont'd)

4. The credit allowance(s) for an outage or for a series of outages shall not exceed the sum of the monthly rates or the assumed minutes of use charge for the service that is out of operation in any one monthly billing period.
5. For certain Dedicated Access services (Wideband Digital, WD1-4; Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data), DAI-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 outage.
6. Service outages for Specialized Service or Arrangements provided under the provisions of Section E12, following shall be administered in the same manner as those set forth in this Section unless other regulations are specified with the individual case filing.
7. For SMARTPath<sup>®</sup> service (a.k.a. BellSouth SPA Shared Ring), a credit, in addition to the credit described in 1, preceding, failure by the Company to meet the performance guarantee described in E7.2.12.C.1. of this Tariff, will prompt a credit equal to 100 percent for affected SMARTPath<sup>®</sup> service (a.k.a. BellSouth SPA 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 calendar month. This credit is in addition to those provided in 1, preceding. The combined total of the credit allowance during a month for failure to meet the performance guarantee in E7.2.12.C.1. of this Tariff and the credit for service outage contained in 1, preceding shall not exceed the monthly rate for the service. (U)(+)
8. For the channels used with BellSouth Managed Shared Ring service or SMARTGate<sup>®</sup> service (a.k.a. BellSouth SPA Managed Shared Ring Network), failure by the Company to meet the performance guarantee described in E7.5.1 of this Tariff will prompt the credit described in that Section. The combined total of the credit allowance during a month for failure to meet the performance guarantee in E7.5.1 of this Tariff for BellSouth Managed Shared Ring and SMARTGate<sup>®</sup> service (a.k.a. BellSouth Managed Shared Ring) in E6.7.26 and E7.5.1 of this Tariff, as applicable, and the credit for service interruption contained in this section shall not exceed the monthly rate for the portion of the service affected. (U)(+)

##### C. When Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the IC or end user or the IC's authorized agent. (C)
2. Interruptions of a service due to the failure of equipment or systems provided by the IC, end user or others.
3. Outages of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the IC or End User has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the IC or End User 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 IC or End User to authorize replacement of any element of special construction, as set forth in E14 following. The period for which no credit allowance is made begins on the seventh day after the IC or End User receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the IC's or End User's written authorization for such replacement.
6. Periods when the IC or End User elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. An outage or a group of outages, resulting from a common cause, for amounts less than one dollar.
8. Interruptions of a service due to commercial power failure. (N)
9. 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)
10. When unbundled network elements (UNEs) or combinations of UNEs are commingled with Access Services purchased under this Tariff. (N)

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### CENTRAL OFFICE

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

#### CENTRAL OFFICE PREFIX

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

#### CENTRALIZED AUTOMATIC REPORTING ON TRUNKS (CAROT) TESTING

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

#### CHANNEL(S)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

#### CHANNEL SERVICE UNIT

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

#### CHANNELIZATION EQUIPMENT

Equipment which provides individual channels of voice and/or data of a higher capacity to a lower capacity or bandwidth or vice versa.

#### CHANNELIZE

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

#### CHARGEABLE CALL

See Access Minutes.

#### CLEAR CHANNEL CAPABILITY

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

#### C-MESSAGE NOISE

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

#### C-NOTCHED NOISE

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

#### ~~(DELETED)~~

#### COMMINGLING

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

#### COLLOCATOR'S FACILITIES

The term "Collocator's Facilities" denotes the collocator provided transmission equipment and cabling for the sole use in the BellSouth Expanded Interconnection Service arrangement in accordance with the BellSouth Expanded Interconnection Service tariff provisions.

ISSUED: January 18, 2005 February 14, 1997  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### SINGING RETURN LOSS (SRL)

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

#### TRUNK

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

#### TRUNK GROUP

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

#### TRUNK SIDE CONNECTION

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

#### TWO-WIRE TO FOUR-WIRE CONVERSION

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

#### UNBUNDLED NETWORK ELEMENTS (UNEs)

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

#### UNIFORM SERVICE ORDER CODE

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

#### V AND H COORDINATES METHOD

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

#### WIRE CENTER

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of *BellSouth SWA* and non-*BellSouth SWA* telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXX's for use in providing *BellSouth SWA* services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-*BellSouth SWA* equipment working with a distant host switch as well as equipment used to terminate dedicated non-*BellSouth SWA* services. Wire Centers capable of terminating access facilities are designated by the Company.

Material previously appearing on this page now appears on page(s) 50 of this section.

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

## E2. GENERAL REGULATIONS

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ISSUED: January 18, 2005 ~~March 2, 1997~~  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

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(4)  
(N)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: January 18, 2005 July 1, 1996  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

ACCESS SERVICES TARIFF

First Revised Page 21  
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Original Page 21  
EFFECTIVE: February 1, 2005  
July 15, 1996

**SUBJECT INDEX<sup>1</sup>**

(H)

U.

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(N)

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~



## E2. GENERAL REGULATIONS

(T)

### E2.2 Use (Cont'd)

#### E2.2.3 Use by Others

- A. Any entity intending to resell private line services must be certificated by the Florida Public Service Commission as an Alternative Access Vendor (AAV) for intraexchange services, and as an AAV or Interexchange Carrier (IC) for interexchange services. Those entities certificated as an AAV or IC may resell private line services only by purchasing the like service from Section E7., Dedicated Access Services, of the Company's intrastate Access Service Tariff. Any entity certificated as an AAV or IC may purchase and resell a Local Exchange Company's (LEC's) private line service only between affiliated entities.
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#### E2.2.4 Commingling

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

### E2.3 Obligations of the IC

#### E2.3.1 Damages

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

#### E2.3.2 Ownership of Facilities and Theft

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

#### E2.3.3 Equipment Space and Power

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

## E2. GENERAL REGULATIONS

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

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

##### B. When A Credit Allowance Applies (Cont'd)

4. **The credit allowance(s) for an outage** or for a series of outages shall not exceed the sum of the monthly rates or the assumed minutes of use charge for the service that is out of operation in any one monthly billing period.
5. For certain Dedicated Access services (Wideband Digital, WD1-4; Digital Data Access (a.k.a. BellSouth SPA DS0 Digital Data), DA1-4; and High Capacity (a.k.a. BellSouth SPA High Capacity), HC1) any period during which the error performance is below that specified for the service will be considered as an outage.
6. Service outages for Specialized Service or Arrangements provided under the provisions of Section E12. following shall be administered in the same manner as those set forth in this Section unless other regulations are specified with the individual case filing.
7. For SMARTPath service (a.k.a. BellSouth SPA Shared Ring), a credit, in addition to the credit described in 1. preceding, failure by the Company to meet the performance guarantee described in E7.2.12.C.1. of this Tariff, will prompt a credit equal to 100 percent for affected SMARTPath service (a.k.a. BellSouth SPA 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 calendar month. This credit is in addition to those provided in 1. preceding. The combined total of the credit allowance during a month for failure to meet the performance guarantee in E7.2.12.C.1. of this Tariff and the credit for service outage contained in 1. preceding shall not exceed the monthly rate for the service. (T)
8. For the channels used with BellSouth Managed Shared Ring service or SMARTGate service (a.k.a. BellSouth SPA Managed Shared Ring Network), failure by the Company to meet the performance guarantee described in E7.5.1 of this Tariff will prompt the credit described in that Section. The combined total of the credit allowance during a month for failure to meet the performance guarantee in E7.5.1 of this Tariff for BellSouth Managed Shared Ring and SMARTGate service (a.k.a. BellSouth Managed Shared Ring) in E6.7.26 and E7.5.1 of this Tariff, as applicable, and the credit for service interruption contained in this section shall not exceed the monthly rate for the portion of the service affected. (T)

##### C. When Credit Allowance Does Not Apply

No credit allowance will be made for:

1. Interruptions caused by the negligence of the IC, end user *or the IC's authorized agent*. (C)
2. Interruptions of a service due to the failure of equipment or systems provided by the IC, end user or others.
3. Outages of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
4. Interruptions of a service when the IC or End User has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the IC or End User 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 IC or End User to authorize replacement of any element of special construction, as set forth in E14 following. The period for which no credit allowance is made begins on the seventh day after the IC or End User receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the IC's or End User's written authorization for such replacement.
6. Periods when the IC or End User elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
7. An outage or a group of outages, resulting from a common cause, for amounts less than one dollar.
8. Interruptions of a service due to commercial power failure. (N)
9. 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)
10. When unbundled network elements (UNEs) or combinations of UNEs are commingled with Access Services purchased under this Tariff. (N)

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### CENTRAL OFFICE

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

#### CENTRAL OFFICE PREFIX

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to an End User's Telephone Exchange Service when dialed on a local basis.

#### CENTRALIZED AUTOMATIC REPORTING ON TRUNKS (CAROT) TESTING

The term "Centralized Automatic Reporting on Trunks (CAROT) Testing" denotes a type of testing which includes the capacity for measuring operational and transmission parameters.

#### CHANNEL(S)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

#### CHANNEL SERVICE UNIT

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

#### CHANNELIZATION EQUIPMENT

Equipment which provides individual channels of voice and/or data of a higher capacity to a lower capacity or bandwidth or vice versa.

#### CHANNELIZE

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

#### CHARGEABLE CALL

See Access Minutes.

#### CLEAR CHANNEL CAPABILITY

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

#### C-MESSAGE NOISE

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

#### C-NOTCHED NOISE

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

#### COMMINGLING

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

#### COLLOCATOR'S FACILITIES

The term "Collocator's Facilities" denotes the collocator provided transmission equipment and cabling for the sole use in the BellSouth Expanded Interconnection Service arrangement in accordance with the BellSouth Expanded Interconnection Service tariff provisions.

(N)

(N)

## E2. GENERAL REGULATIONS

### E2.6 Definitions (Cont'd)

#### SINGING RETURN LOSS (SRL)

The term "Singing Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where singing (instability) problems are most likely to occur.

#### TRUNK

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

#### TRUNK GROUP

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

#### TRUNK SIDE CONNECTION

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

#### TWO-WIRE TO FOUR-WIRE CONVERSION

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

#### UNBUNDLED NETWORK ELEMENTS (UNEs)

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

#### UNIFORM SERVICE ORDER CODE

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

#### V AND H COORDINATES METHOD

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

#### WIRE CENTER

A "Wire Center" is a Company facility that houses Company equipment necessary for the provision of BellSouth SWA and non-BellSouth SWA telephone service to customers in a defined geographical area. The facility is identified with V&H coordinates and is assigned one or more NXX's for use in providing BellSouth SWA services to customers located in the specified geographical area. The Company equipment located at a Wire Center may consist of switching equipment or non-BellSouth SWA equipment working with a distant host switch as well as equipment used to terminate dedicated non-BellSouth SWA services. Wire Centers capable of terminating access facilities are designated by the Company.

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