# TARIFF DISTRIBUTION

FILE PACKAGE NO.: GA-24-0032

DATE: October 15, 2024

STATE: GEORGIA

EFFECTIVE DATE: 10/15/2024

TYPE OF DISTRIBUTION: Approved

PURPOSE: Shared Use remove grandfathering and rate all

as SPA

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E7 Cont. (pg)	1.1	0006

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EFFECTIVE: October 15, 2024

TELECOMMUNICATIONS GEORGIA ISSUED: September 16, 2024 BY: President - Georgia Atlanta, Georgia

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# E5. ORDERING OPTIONS FOR BellSouth SWA AND SPECIAL ACCESS (a.k.a. BellSouth SPA) SERVICE

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Note 1: (DELETED) (T)

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Eleventh Revised Page 7
Cancels Tenth Revised Page 7

EFFECTIVE: October 15, 2024

# E5. ORDERING OPTIONS FOR BellSouth SWA AND SPECIAL ACCESS (a.k.a. BellSouth SPA) SERVICE

# E5.2 Access Order (Cont'd)

### E5.2.5 Minimum Period (Cont'd)

- 4. A change in BellSouth SWA or BellSouth Directory Assistance Access service Interface Group.
- 5. Change in BellSouth SWA service traffic type.
- 6. Change from two-point to multipoint Special Access (a.k.a. BellSouth SPA) service or from multipoint to two-point Special Access (a.k.a. BellSouth SPA) service.
- **H.** An IC may request disconnect of an access service at any time after the service has been established. The IC must give the Company at least one business day written or verbal notice prior to the desired disconnect date. The one business day notice period will begin on the date the Company first receives the disconnect notification, either written or verbal. The verbal notice must be followed by written confirmation within ten days.

### **E5.2.6 Minimum Period Charges**

**A.** When Access Service is discontinued prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. A disconnect date is the final date the IC has use of the service.

The Minimum Period Charge, for service provided with a one month minimum period will be determined as follows:

- 1. For BellSouth SWA Service, usage sensitive rate elements (i.e. Carrier Common Line, Local Switching, Access Tandem Switching, BellSouth SWA Common Transport and Interconnection the charge for a month or fraction thereof is equal to the applicable rates for the actual or assumed usage for the month or such fraction thereof.
- 2. For BellSouth SWA Transport components which are not usage sensitive (i.e., Switched Local Channel and BellSouth SWA Dedicated Interoffice Channel and Channelization Equipment), the charge for a month or fraction thereof is the applicable monthly rates for the service as set forth in Section 6.8 of Tariff FCC No. 1.
- 3. For Special Access (a.k.a. BellSouth SPA) service, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in E7.5 following.
- 4. For Special Access (a.k.a. BellSouth SPA) service Dedicated Access Lines, the charge for a month or fraction thereof is the applicable monthly rate for the service as set forth in E7.5 following.
- **B.** The Minimum Period Charges for BellSouth SWA FGD or BellSouth SWA TSBSA 3 service will be as set forth in E2.4 preceding.
- C. The Minimum Period Charge for Commercial Quality Video (a.k.a. BellSouth SPA Commercial Quality Video) service is the applicable daily rate for the service as set forth in E7.5 following.
- D. All applicable nonrecurring charges for the service will be billed in addition to the Minimum Period Charge.

## **E5.2.7 Shared Use Facilities**

Shared Use (i.e. BellSouth SWA and BellSouth Expanded Interconnection services provided over Special Access (a.k.a. BellSouth SPA)) is allowed. All Shared Use facilities will be ordered and provided as Special Access (a.k.a BellSouth SPA). While Shared Use is allowed, individual services utilizing these facilities must be ordered 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. When placing the order for individual service (s) the customer must specify a channel assignment for each service ordered. Shared Use of BellSouth SWA facilities (i.e. Special Access (a.k.a. BellSouth SPA provided over BellSouth SWA) is not allowed.

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Note 1: (DELETED)

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Seventh Revised Page 7.1 Cancels Sixth Revised Page 7.1

EFFECTIVE: October 15, 2024

BELLSOUTH
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ISSUED: September 16, 2024
BY: President - Georgia
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# E5. ORDERING OPTIONS FOR BellSouth SWA AND SPECIAL ACCESS (a.k.a. BellSouth SPA) SERVICE

# E5.2 Access Order (Cont'd)

E5.2.7 Shared Use Facilities (Cont'd)

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# E5.3 Available Inventory

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with IC's requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

# **E5.4 Shared Network Arrangement**

### E5.4.1 General

- A. Shared Network Arrangement (SNA) is a service offering whereby multiple interexchange carriers (ICs) may share capacity on BellSouth SWA High Capacity channelized services. SNA service configurations will be limited to ICs utilizing BellSouth SWA DS3 service sharing capacity with other ICs utilizing sub-BellSouth SWA DS3 services and/or ICs utilizing BellSouth SWA DS1 services sharing capacity with other ICs utilizing sub-BellSouth SWA DS1 services. Each rate element, associated with the SNA, will be billed to a single subscriber and the Company will maintain separate records (including billing and network configuration) for each ICs' portion of the SNA.
- B. The BellSouth SWA DS3 and BellSouth SWA DS1 service ICs who are sharing capacity on their services with others are considered to be the host subscribers under these arrangements. The host subscriber is considered the IC for the higher level service and is solely responsible for payment of the rate elements for such level of service, from the subscribers terminal location through channelization. Each service user of the lower level service is responsible for payment of the charges associated with lower level service. Under the SNA, the Company may share with the host subscriber record information pertaining to the services of other users of the shared network. Such disclosure will be under the sole discretion of the Company as is necessary to perform billing reconciliation and/or other functions required in connection with maintaining account records.
- C. Each subscriber entering into the SNA is solely responsible to the Company for charges associated with that subscriber's portion of the shared network.
  - 1. For example, for BellSouth SWA Dedicated Transport Shared Network Arrangements, the host IC would be responsible for a BellSouth SWA DS3 service Local Channel and the BellSouth SWA DS3 to BellSouth SWA DS1 Channelization Equipment. The service user will be responsible for payment of the BellSouth SWA Dedicated Interoffice Channel charges as well as any end office based BellSouth SWA charges associated with the service.

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Sixth Revised Page 1.1 Cancels Fifth Revised Page 1.1

EFFECTIVE: October 15, 2024

# E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

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Note 1: (DELETED) (T)

BELLSOUTH
TELECOMMUNICATIONS
GEORGIA
ISSUED: September 16, 2024
BY: President - Georgia

Atlanta, Georgia

Sixth Revised Page 3.0.2 Cancels Fifth Revised Page 3.0.2

EFFECTIVE: October 15, 2024

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# E7. SPECIAL ACCESS (a.k.a. BellSouth SPA) SERVICE

# E7.1 General (Cont'd)

# E7.1.2 Rate Categories (Cont'd)

#### J. Access Collocation Cross-Connects

Access Collocation Cross-Connects provide a means for customers to interconnect their Shared Use and Digital High Capacity (a.k.a. BellSouth SPA High Capacity) to Central Office Collocation arrangements within the same Central Office. Terms, conditions, and rates for Physical Access Collocation Cross-Connects and Virtual Access Collocation Cross-Connects are set forth in Section E13. of this Tariff.

### **E7.1.3 Service Configurations**

There are three types of service configurations over which Special Access (a.k.a. BellSouth SPA) services are provided: two-point service, multipoint service and SMARTRing<sup>I</sup> service (a.k.a. BellSouth Dedicated Ring).

A change from one Special Access service (a.k.a. BellSouth SPA) configuration to another will be treated as a discontinuance of existing service and installation of a new service as set forth in E5 preceding, except for BellSouth Customer Network Management Service reconfigurations.

### A. Two-Point Service

A two-point service connects two customer-designated premises, either on a directly connected basis or through a hub where channelization functions are performed.

Applicable rate elements are:

- Local Channels
- Interoffice Channels (as applicable)
- Optional Features and Functions (when applicable)

In addition, a Special Access (a.k.a. BellSouth SPA) Surcharge as set forth in E7.4.2 following and a Message Station Equipment Recovery Charge as set forth in E7.4.3 following may be applicable.

Note 1: Effective on or after December 1, 2021 (as permitted by the FCC), neither new nor existing customers will be permitted to purchase new SMARTRing Service ("Service"). In addition, (A) Service Payment Plans greater than 12-months in length will no longer be available; and (B) requests to move, add, change, upgrade, or downgrade existing service arrangements will not be accepted, with the following exceptions: (1) existing customers will be permitted to modify their existing Service and will be able to add new circuits to their existing Service, but will not be permitted to add new nodes in any locations; and (2) any such new circuits will be subject to the customer's existing term payment plan or term agreement for the Service to which they are added. Following the expiration of a customer's existing term agreement, Service will be provided on a month-to-month basis at the applicable Month-to-Month rates until the Service is discontinued.

Effective November 30, 2023, unless specified to the contrary in their existing Service agreements, existing customers may not renew Term Payment Plans or term agreements for Service. In addition, no move, add, or change orders of any type will be accepted.

Note 2: (DELETED) (T)

**BELLSOUTH** ACCESS SERVICES TARIFF **TELECOMMUNICATIONS** Cancels Fifteenth Revised Page 33 **GEORGIA** ISSUED: September 16, 2024

EFFECTIVE: October 15, 2024

Sixteenth Revised Page 33

# E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

# E7.4 Rate Regulations (Cont'd)

BY: President - Georgia Atlanta, Georgia

# E7.4.8 Shared Use Analog And Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services

Shared use occurs when Special Access (a.k.a BellSouth SPA) service and BellSouth SWA service are provided over the same High Capacity Special Access facility through a common interface. The Special Access monthly rate for the Local Channel, Interoffice Channel, if applicable Basic Channelization System and Central Office Channel Interface (s) will apply, regardless of whether any individual channels of the shared Special Access (BellSouth SPA) facility are used for Special Access (BellSouth SPA) service, BellSouth SWA service, or any other type of service. The practice known as "ratcheting" (to apply non-Special Access rates on a proportional basis) shall not apply in any circumstance.

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Note 1: (DELETED) **Note 2: (DELETED)** Note 3: (DELETED)

Second Revised Page 33.0.1 Cancels First Revised Page 33.0.1

EFFECTIVE: October 15, 2024

BELLSOUTH
TELECOMMUNICATIONS
GEORGIA
ISSUED: September 16, 2024
BY: President - Georgia
Atlanta, Georgia

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# E7. SPECIAL ACCESS (A.K.A. BELLSOUTH SPA) SERVICE

# E7.4 Rate Regulations (Cont'd)

E7.4.8 Shared Use Analog And Digital High Capacity (a.k.a. BellSouth SPA High Capacity) Services (Cont'd)

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