

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: *Petition of Rhythms Links Inc. for an Expedited Arbitration Award Implementing Line Sharing with GTE Florida Incorporated Pursuant to the Telecommunications Act of 1996*)
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_____)

Docket No. 000500-TP
Filed: May 5, 2000

In re: *Petition of Rhythms Links Inc. for an Expedited Arbitration Award Implementing Line Sharing with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.*)
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_____)

Docket No. 000501-TP
Filed: May 5, 2000

DIRECT TESTIMONY OF SCOTT BONNEY

ON BEHALF OF

RHYTHMS LINKS INC.

**Direct Testimony of Scott Bonney
On Behalf of Rhythms Links, Inc.
Docket Nos. 000500-TP and 000501-TP
May 5, 2000**

I. INTRODUCTION

1
2 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

3 **A.** My name is Scott Bonney. I am employed by Rhythms Links Inc. ("Rhythms")
4 as the Vice President of Regulatory Affairs. My business address is 6933 S
5 Revere Parkway, Englewood, CO 80112.

6
7 **II. PURPOSE AND OVERVIEW**

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

9 **A.** I am filing this testimony to:
10 • address the business and marketplace issues associated with line sharing and
11 • describe Rhythms' attempts to negotiate a line sharing amendment with
12 BellSouth Telecommunications, Inc. ("BellSouth") and with GTE Florida
13 Incorporated ("GTE").

14 **III. COMPETITIVE ISSUES ARISING FROM LINE SHARING**

15 **Q. WHAT DO YOU UNDERSTAND TO BE THE PURPOSE OF THE**
16 **FEDERAL COMMUNICATIONS COMMISSION'S ("FCC") LINE**
17 **SHARING ORDER?**

18 **A.** The FCC wanted line sharing to be made available to competitive local exchange
carriers ("CLECs") as quickly as possible in order to foster competition.

1 **Q. HAS LINE SHARING EVER BEEN DONE BEFORE?**

2 A. Yes. BellSouth and GTE have been line sharing voice and xDSL services ever
3 since they first deployed xDSL, more than a year ago.

4 **Q. DO YOU BELIEVE THAT THE CLECS AND THE INCUMBENT LOCAL**
5 **EXCHANGE CARRIERS ("ILECS") ARE ON EQUAL FOOTING WITH**
6 **REGARD TO LINE SHARING?**

7 A. Unfortunately, no. The ILECs' ability to provide both voice and data on a single
8 loop is a huge competitive advantage both because provisioning times are greatly
9 reduced and because the ILECs do not have to pay for a separate loop to provide
10 xDSL services, as CLECs do today.

11 **Q. IS THERE ANY EVIDENCE TO SUPPORT YOUR CONCERNS?**

12 A. Yes. As I stated above, BellSouth and GTE have been providing both voice and
13 data services over the same loop by utilizing line sharing for well over a year.
14 During this same time, Rhythms has been forced to purchase a second line to
15 provide its data services. This has placed Rhythms at a significant competitive
16 disadvantage to the ILECs, particularly with respect to pricing. Specifically, for
17 instance, BellSouth has lowered the rates it charges to its customers in an effort to
18 attract additional customers without correspondingly lowering the rates Rhythms
19 has had to pay. In fact, as far back as the summer of 1999, BellSouth twice
20 lowered the nonrecurring charge for its federally tariffed ADSL offering without
21 providing a corresponding reduction to its UNE ADSL non-recurring rates. On
22 August 10, 1999 BellSouth announced that it was reducing its activation charges

1 to \$99.95. *See* Exhibit ___ (SB-1). On August 25, 1999 BellSouth again lowered
2 its non-recurring charge (NRC) for some of its DSL offerings to \$50.00. *See*
3 Exhibit ___ (SB-2). Yet, the non-recurring charge for installation of a single
4 UNE 2-Wire ADSL compatible loop for CLECs remains at \$113.85, plus a
5 \$22.00 manual service order charge. This price discrepancy clearly demonstrates
6 the competitive advantage that BellSouth has over Rhythms because BellSouth
7 line shares and has yet to permit Rhythms to provide service using line sharing.

8 **Q. SHOULD THE FLORIDA PUBLIC SERVICE COMMISSION (THE**
9 **“COMMISSION”) PROVIDE EXPEDITED RELIEF FOR CLECS**
10 **REQUESTING LINE SHARING?**

11 **A.** Yes. As I mentioned above, BellSouth and GTE are already well ahead of
12 Rhythms in being able to take advantage of line sharing. If the Commission
13 undertakes a *lengthy review process* that does not afford a decision for several
14 months, then Rhythms will not have a fair chance to compete in Florida for these
15 additional months. Any delay in line sharing will substantially impact the
16 competitive positions of competitive carriers and create a substantial handicap for
17 Rhythms. This in turn will reduce the number and quality of competitors that can
18 present consumers with real choices for advanced services.

19 **IV. NEGOTIATIONS BETWEEN RHYTHMS AND BELLSOUTH AND**
20 **BETWEEN RHYTHMS AND GTE**

21 **Q. HAS BELLSOUTH COOPERATED FULLY IN THE LINE SHARING**
22 **NEGOTIATIONS?**

1 A. Rhythms has been attempting to negotiate a line sharing amendment to its
2 interconnection agreement with BellSouth since November 18, 1999 when
3 Rhythms initially sent its letter requesting such negotiations. A full description of
4 the difficulties Rhythms has had in negotiating line sharing with BellSouth is
5 contained in Rhythm's arbitration petition filed against BellSouth on April 26,
6 2000. To summarize, while Rhythms sent its initial letter to BellSouth to begin
7 line sharing negotiations on November 18, 1999, and asked BellSouth in
8 December to meet to begin these negotiations, BellSouth was not prepared to first
9 meet until the end of January 2000. BellSouth then initiated a series of weekly
10 meetings with several CLECs including Rhythms to discuss BellSouth's intended
11 implementation of line sharing for CLECs. In these meetings, BellSouth
12 discussed its intended processes with CLECs, but BellSouth did not discuss
13 contract language for line sharing. These meetings often focused primarily on the
14 pre-June 6 line sharing trial that BellSouth agreed to do. While trialing the
15 process that will ultimately be made available is certainly valid, it became clear to
16 Rhythms that the regular meetings were not a forum that would ultimately address
17 Rhythms' concerns. In addition, Rhythms was forced to spend time in February
18 and March 2000 negotiating a Trial Agreement with BellSouth before Rhythms
19 could begin negotiating the full line sharing amendment. Consequently, after the
20 Trial Agreement was completed, to "jump-start" the line sharing negotiations,
21 Rhythms drafted its line sharing contract amendment proposal and submitted it to
22 BellSouth on March 30, 2000 (this proposal is attached to Rhythms' arbitration
23 petition).

1 Rhythms fervently hoped that its repeated requests to begin negotiating its
2 proposed line sharing contract amendment language would lead to a negotiated
3 amendment that would enable Rhythms to provide service via line sharing by
4 June 6, 2000. In other words, the purpose of the negotiations was to reach a
5 mutual agreement and to *avoid* arbitration. Yet, rather than accepting Rhythms'
6 overtures to meet to negotiate a line sharing amendment or even to respond
7 directly to Rhythms' proposed amendment, BellSouth ignored Rhythms' proposal
8 and sent its own proposal to Rhythms on April 14, 2000. Thus, Rhythms had not
9 even received BellSouth's formal proposal until less than 2 weeks before our
10 arbitration window would have closed. Consequently, Rhythms had no choice
11 but to file its arbitration petition against BellSouth with this Commission.

12 Rhythms continues to hope that a line sharing contract amendment can be
13 worked out with BellSouth. Indeed, Rhythms met with BellSouth to try to
14 negotiate an amendment on May 3, 2000, after we filed our arbitration petition.
15 While Rhythms intends to continue to meet with BellSouth to negotiate an
16 amendment if a negotiated settlement is possible, with June 6, 2000 rapidly
17 approaching, Rhythms has been compelled to simultaneously seek relief from the
18 Commission by filing its arbitration petition. Should Rhythms' continued
19 negotiations fail, it is only through the Commission's prompt action that Rhythms
20 will be able to provide services via line sharing by June 6, 2000.

21 **Q. HAS GTE COOPERATED FULLY IN THE LINE SHARING**
22 **NEGOTIATIONS?**

1 A. Just as with BellSouth, Rhythms has been attempting to negotiate a line sharing
2 amendment to its interconnection agreement with GTE since November 18, 1999
3 when Rhythms initially sent our letter requesting such negotiations. A full
4 description of the difficulties Rhythms has had in negotiating line sharing with
5 GTE is contained in Rhythm's arbitration petition filed against GTE with this
6 Commission on April 26, 2000. To summarize, while Rhythms sent its initial
7 letter to GTE to begin line sharing negotiations on November 18, 1999, Rhythms
8 never received a written response to this request. GTE did not first substantively
9 discuss line sharing with Rhythms until February 25, 2000. Only then did GTE
10 begin negotiations with Rhythms, with Rhythms and GTE proposing line sharing
11 amendment contract language to each other on March 1, 2000. These
12 negotiations, however, only occurred because of an order of the California Public
13 Utilities Commission (pursuant to a specific California line sharing statute) and
14 initially were only for California. It was only during line sharing meetings
15 between GTE and Rhythms on April 17-18, 2000 that GTE began to attempt line
16 sharing negotiations that would apply to states beyond California.

17 Rhythms fervently hoped that our requests to begin line sharing
18 negotiations would lead to a negotiated amendment that would enable Rhythms to
19 provide service via line sharing by June 6, 2000. In other words, the purpose of
20 the negotiations was to reach a mutual agreement and *avoid* arbitration. Yet,
21 rather than accepting Rhythms' overtures to meet to negotiate a line sharing
22 amendment, GTE did not begin to negotiate line sharing for Florida until less than

1 2 weeks remained in Rhythms' arbitration window. Consequently, Rhythms had
2 no choice but to file its arbitration petition against GTE with the Commission.

3 Rhythms continues to hope that a line sharing contract amendment can be
4 worked out with GTE. While Rhythms intends to continue to meet with GTE to
5 negotiate an amendment, if such a negotiated settlement is possible, with June 6,
6 2000 rapidly approaching, Rhythms has been compelled to simultaneously seek
7 relief from the Commission by filing our arbitration petition against GTE. Should
8 our continued negotiations fail, it is only through the Commission's prompt action
9 that Rhythms will be able to provide services via line sharing by June 6, 2000.

10 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

11 **A.** Yes. However, I reserve the right to supplement my testimony if additional issues
12 are raised or additional evidence is presented.

13

EXHIBIT SB-1

Wednesday, September 08, 1999

BLS: BellSouth Makes Unparalleled ADSL
Service Price Move

Subject: BLS: BellSouth Makes Unparalleled ADSL Service Price Move
Date: Tue, 10 Aug 1999 14:42:05 -0400 (EDT)
From: "BellSouth" <news@bellsouthcorp.com>
Reply-To: webmaster@bellsouthcorp.com
To: registered@bellsouthcorp.com

BellSouth Makes Unparalleled ADSL Service Price Move

Company Cuts Total Customer Cost of Acquiring
BellSouth® FastAccessSM Service by Two-Thirds

For Immediate Release:

August 10, 1999

ATLANTA (August 10, 1999) - Advancing its position as a leader in delivering Internet and data services, BellSouth (NYSE: BLS) announced today it has lowered the total cost of BellSouth® FastAccessSM ADSL service, saving customers nearly \$200. Making an unparalleled region-wide price move, the company has significantly decreased the overall activation cost of one of the fastest consumer - and small business - focused DSL services in the Southeast to \$99.95.

For customers throughout the region who meet the necessary requirements, and order FastAccess service between Aug. 9, 1999 and Sept. 30, 1999, BellSouth will waive the standard \$199.95 installation fee. Monthly recurring charges for FastAccess service remain at \$59.95, or \$50.00 if customers subscribe to the BellSouth Complete Choice® plan on their residential phone line.

"We want to bring FastAccess ADSL service to every customer in the Southeast," said Alice McCall, vice president of strategy and marketing for BellSouth Consumer Services. "At \$99 for activation, FastAccess is even more affordable for our customers - helping us realize our goal of delivering high-speed access at a great price."

Changes to the pricing structure for FastAccess service from Aug. 9 to Sept. 30 are outlined in the columns below:

Before August 9, 1999
August 9 - Sept. 30, 1999

Service activation
\$99.95
\$99.95

ADSL modem
\$0

Wednesday, September 08, 1999

BLS: BellSouth Makes Unparalleled ADSL
Service Price Move

\$0

On-Site installation fee
\$199.95
\$0 (waived)

Total Customer Cost
\$299.90
\$99.95

Customers can order FastAccess service by calling 1-888-321-ADSL or visiting the Web site at www.bellsouth.net/external/adsl. When accessing the site, customers may also qualify their phone line for FastAccess service and complete their order request online. At the end of the order, customers will receive a message thanking them for ordering FastAccess service, as well as instructions for scheduling an installation appointment. A follow-up e-mail will also be sent to the customer requesting they call 1-888-321-ADSL to schedule an appointment, if they have not already done so.

"BellSouth has made it even more affordable for small business customers to take advantage of the great benefits FastAccess ADSL service offers," said Dave Abrahamson, vice president of marketing for BellSouth Small Business Services. "FastAccess service allows small businesses to utilize high-speed access for critical transactions and applications important to the success of their businesses."

For residential customers taking advantage of BellSouth® Solutions, the \$9.95 BellSouth Solutions savings reward will apply as long as the customer has BellSouth FastAccess service and also subscribes to the BellSouth Complete Choice residential bill plan option. A BellSouth® Business Solutions savings of \$4.95 is available for all BellSouth FastAccess service customers subscribing to the BellSouth Complete Choice® for Business bill plan option.

BellSouth is a \$24 billion communications services company. It provides telecommunications, wireless communications, cable and digital TV, directory advertising and publishing, and Internet and data services to more than 35 million customers in 19 countries worldwide. Its telephone operations provide service over one of the most modern telecommunications networks in the world for more than 23 million telephone lines in a nine-state region that includes Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. For more information on BellSouth, visit www.bellsouth.com, or for more information on BellSouth.net visit www.bellsouth.net.

###

For more information, contact:

Sue Holub
404-249-0036

Wednesday, September 08, 1999

BLS: BellSouth Makes Unparalleled ADSL
Service Price Move

Exhibit _____(SB-1)
Rhythms: Scott Bonney
Dockets 000500 & 000501
Page 3 of 3

Rich Jeffers
404-927-7430

NOTE: For more information about BellSouth, visit the BellSouth Web page at <http://www.bellsouth.com>. Also, BellSouth news releases dating back one year are available by fax at no charge by calling 1-800-758-5804, ext. 095650.

A list of BellSouth Media Relations Contacts is available in the Corporate Information Center.

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EXHIBIT SB-2

Exhibit _____ (SB-2)
Rhythms: Scott Bonney
Dockets 000500 & 000501



BellSouth Telecommunications Services
1000
404 977 1615

Dorothy Farmer
Facel Administrator

August 25, 1999

Transmittal No. 517

Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Common Carrier Bureau

The accompanying tariff material, issued by BellSouth Telecommunications, Inc. (hereinafter BellSouth), and bearing Tariff F.C.C. No. 1, is sent to you for publication in compliance with Section 61.49 of the Commission's rules and the requirements of the Communications Act of 1934, as amended.

Scheduled to become effective September 9, 1999, this publication consists of tariff pages as indicated on the following Check Sheets:

Tariff F.C.C. No.
1

Check Sheet No.
409th Revised Page 1
95th Revised Page 5
39th Revised Page 5.1
81st Revised Page 6
86th Revised Page 7

With this filing, BellSouth is reducing the nonrecurring charge and changing the terms and conditions by reducing the minimum period required per designated end-user premises and modifying the shortfall charge and termination liability calculations for low speed, BellSouth ADSL service. Additionally, BellSouth is adding references to Technical Publication TR-73612 for BellSouth ADSL service.

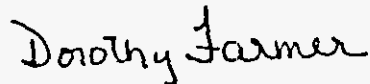
The original transmittal letter and check in the amount of \$630.00 were provided to US Delivery Systems Mid-Atlantic for delivery to Mellon Bank, Pittsburgh, Pennsylvania on August 25, 1999. Acknowledgment of receipt of this transmittal is requested. A duplicate letter is enclosed for this purpose.

August 25, 1999
Page 2

All official pleadings and related material concerning this filing may be directed to Mr. Richard Sbaratta, General Attorney, BellSouth Corporation, Suite 1700, 1155 Peachtree Street, Atlanta, Georgia 30309-3610 or faxed to Mr. Richard M. Sbaratta at (404) 249-2118.

All correspondence and inquiries in connection with this publication should be addressed to me at BellSouth Telecommunications, Inc., 34S91 BellSouth Center, 675 W. Peachtree Street, N.E., Atlanta, Georgia 30375.

Yours truly,



Dorothy Farmer
Tariff Administrator

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29657, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: AUGUST 25, 1999

TARIFF F.C. NO. 1
 409TH REVISED PAGE 1
 CANCELS 408TH REVISED PAGE 1

EFFECTIVE: SEPTEMBER 9, 1999

ACCESS SERVICE
 CHECK SHEET

The Title Page and Pages 1 to 22-27 and Supplement Nos. 101 and 102 inclusive of this tariff are effective as of the date shown.

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2	129th	32	7th	74.1	4th
2.1	8th	33	6th	75	9th
3	49th	34	4th	75.1	7th
3.1	3rd	35	3rd	75.2	10th*
4	131st	36	5th	75.2.1	1st*
4.1	1st	37	4th	76	5th
5	95th*	38	8th	77	1st
5.1	39th*	39	5th	1-1	4th
6	81st*	40	7th	2-1	2nd
6.1	16th	41	2nd	2-2	4th
7	86th*	42	6th	2-3	Original
8	48th	43	9th	2-4	Original
8.1	28th	44	7th	2-5	4th
9	7th	45	7th	2-6	1st
10	Original	46	6th	2-7	1st
11	7th	47	2nd	2-8	Original
12	12th	48	3rd	2-9	Original
12.1	4th	49	7th	2-10	Original
13	12th	50	5th	2-11	Original
14	5th	51	6th	2-12	8th
14.1	2nd	52	4th	2-12.1	7th
15	8th	53	4th	2-12.2	5th
16	3rd	54	8th	2-13	7th
17	11th	55	8th	2-13.1	1st
18	11th	56	5th	2-14	8th
18.1	4th	57	4th	2-15	10th
19	5th	58	4th	2-15.1	Original
20	10th	59	5th	2-16	11th
21	12th	60	9th	2-17	9th
21.1	Original	61	3rd	2-17.1	5th
22	22nd	62	6th	2-18	6th
22.1	3rd	63	3rd	2-18.1	5th
23	5th	63.1	3rd	2-18.2	5th
24	7th	64	4th	2-18.3	4th
25	9th	65	7th	2-18.4	2nd
26	Original	66	3rd	2-19	2nd
27	3rd	67	7th	2-20	5th
27.0.1	2nd	67.1	2nd	2-21	1st
27.1	3rd	68	4th	2-22	3rd
27.2	6th	69	4th	2-23	2nd
27.3	3rd	70	5th	2-24	1st
27.4	3rd	70.1	1st	2-24.1	Original
28	6th	71	6th	2-25	1st
29	7th	72	8th	2-26	1st
30	2nd	72.1	5th		

* New or Revised Page

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager Pricing
 29657, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: AUGUST 25, 1999

TARIFF F.C.C. NO. 1
 95TH REVISION PAGE 5
 CANCELS 94TH REVISED PAGE 5

EFFECTIVE: SEPTEMBER 9, 1999

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7-38.3	4th	7-58.8.1	Original	7-88.1	4th
7-38.4	3rd	7-58.9	3rd	7-89	4th
7-38.5	4th	7-58.9.1	1st	7-90	4th
7-38.6	4th	7-58.10	2nd	7-90.1	3rd
7-38.7	1st	7-58.11	2nd	7-91	7th
7-38.7.1	Original	7-58.12	1st	7-91.0.1	1st
7-38.8	2nd	7-58.13	1st	7-91.1	1st
7-38.9	4th	7-58.14	1st	7-92	3rd
7-38.9.1	Original	7-58.15	2nd*	7-92.1	6th
7-38.10	3rd	7-59	4th	7-92.2	1st
7-38.11	3rd	7-60	5th	7-93	2nd
7-38.12	Original	7-61	4th	7-94	3rd
7-39	1st	7-61.1	1st	7-94.1	2nd
7-40	2nd	7-62	3rd	7-95	1st
7-41	2nd	7-63	2nd	7-96	2nd
7-42	1st	7-64	1st	7-97	2nd
7-43	1st	7-65	5th	7-98	1st
7-44	3rd	7-66	4th	7-99	2nd
7-45	3rd	7-67	4th	7-99.1	1st
7-46	3rd	7-68	5th	7-99.2	1st
7-47	5th	7-68.1	1st	7-99.3	1st
7-48	7th	7-69	8th	7-100	7th
7-49	4th	7-70	15th	7-101	5th
7-49.0.1	2nd	7-70.1	11th	7-101.1	4th
7-49.1	3rd	7-71	3rd	7-102	7th
7-49.1.1	Original	7-71.1	1st	7-102.1	7th
7-49.2	3rd	7-72	2nd	7-103	10th
7-49.3	3rd	7-73	3rd	7-103.1	6th
7-49.4	2nd	7-74	3rd	7-103.1.1	2nd
7-49.4.1	Original	7-74.1	3rd	7-103.2	4th
7-49.5	2nd	7-75	2nd	7-103.3	4th
7-50	3rd	7-76	1st	7-103.3.1	2nd
7-51	4th	7-77	1st	7-103.4	2nd
7-52	4th	7-78	1st	7-103.5	2nd
7-53	4th	7-79	14th*	7-103.6	6th
7-54	4th	7-79.1	Original	7-103.6.1	1st
7-55	3rd	7-80	4th	7-103.7	4th
7-55.1	2nd	7-80.1	1st	7-103.8	5th
7-56	7th	7-81	6th	7-103.8.1	3rd
7-57	6th	7-81.1	2nd	7-103.9	1st
7-57.1	5th	7-81.2	1st		
7-57.2	3rd	7-82	2nd		
7-57.3	6th	7-83	5th		

*New or Revised Page

4

BELLSOUTH TELECOMMUNICATIONS, INC.
 BY: Operations Manager - Pricing
 29G57, 675 W. Peachtree St., N.E.
 Atlanta, Georgia 30375
 ISSUED: AUGUST 25, 1999

TARIFF F.C. NO. 1
 39TH REVISED PAGE 5.1
 CANCELS 38TH REVISED PAGE 5.1

EFFECTIVE: SEPTEMBER 9, 1999

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7-103.11	3rd	7-129.3.1	1st	7-145.0.4.3	2nd
7-103.11.1	Original	7-129.4	5th	7-145.0.5	2nd
7-103.12	1st	7-129.4.1	1st	7-145.0.6	1st
7-103.13	6th	7-129.5	2nd	7-145.0.6.1	2nd
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7-103.15	1st	7-129.7	4th	7-145.0.6.3	Original
7-103.15.1	Original	7-129.8	4th	7-145.0.7	1st
7-103.16	2nd	7-130	2nd	7-145.0.7.1	2nd
7-103.17	1st	7-131	1st	7-145.0.7.2	2nd
7-103.18	Original	7-132	2nd	7-145.0.7.3	2nd
7-103.19	1st	7-133	1st	7-145.0.7.4	1st
7-103.20	Original	7-134	1st	7-145.0.7.5	2nd
7-103.21	Original	7-135	11th	7-145.0.7.6	1st
7-103.22	4th	7-136	11th	7-145.0.7.7	Original
7-103.23	2nd*	7-137	7th	7-145.0.7.8	1st
7-103.24	3rd*	7-138	6th	7-145.0.7.9	1st
7-103.24.0.1	Original*	7-139	2nd	7-145.0.8	2nd
7-103.24.1	1st*	7-140	2nd	7-145.0.9	1st
7-103.24.2	Original	7-141	2nd	7-145.0.9.1	2nd
7-103.24.3	Original	7-142	2nd	7-145.0.9.2	2nd
7-103.25	Original	7-143	5th	7-145.0.9.3	1st
7-104	2nd	7-144	6th	7-145.0.9.4	1st
7-105	1st	7-144.1	4th	7-145.0.9.5	2nd
7-106	2nd	7-144.2	2nd	7-145.0.9.6	1st
7-107	1st	7-144.3	Original	7-145.0.9.7	Original
7-108	17th	7-145	6th	7-145.0.9.8	Original
7-109	9th	7-145.0.1	1st	7-145.0.9.9	Original
7-110	7th	7-145.0.1.1	2nd	7-145.0.10	1st
7-111	4th	7-145.0.1.2	4th	7-145.0.10.1	Original
7-112	2nd	7-145.0.1.2.1	2nd	7-145.0.10.2	Original
7-113	2nd	7-145.0.1.3	4th	7-145.0.10.3	Original
7-114	2nd	7-145.0.1.4	1st	7-145.0.11	2nd
7-115	2nd	7-145.0.1.5	4th	7-145.0.12	1st
7-116	2nd	7-145.0.1.6	3rd	7-145.0.12.1	2nd
7-117	5th	7-145.0.1.7	Original	7-145.0.12.2	2nd
7-118	4th	7-145.0.1.8	3rd	7-145.1	13th
7-119	13th	7-145.0.1.9	3rd	7-145.2	12th
7-120	5th	7-145.0.2	2nd	7-145.3	12th
7-121	3rd	7-145.0.3	1st	7-145.4	7th
7-122	3rd	7-145.0.3.1	2nd	7-145.4.1	5th
7-123	1st	7-145.0.3.2	4th	7-145.4.2	5th
7-124	1st	7-145.0.3.3	3rd	7-145.4.3	4th
7-125	1st	7-145.0.3.4	1st	7-145.4.4	4th
7-126	1st	7-145.0.3.5	4th	7-145.4.5	3rd
7-127	4th	7-145.0.3.6	3rd	7-145.5	7th
7-128	2nd	7-145.0.3.7	Original	7-145.6	2nd
7-129	4th	7-145.0.3.8	2nd	7-145.6.1	Original
7-129.1	3rd	7-145.0.3.9	2nd	7-145.6.2	1st
7-129.2	3rd	7-145.0.4	1st	7-145.6.3	Original
7-129.2.1	Original	7-145.0.4.1	Original	7-146	13th

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7-146.2	5th	7-149	5th	7-152.4	1st
7-146.3	5th	7-149.1	4th	7-152.5	1st
7-147	5th	7-150	4th	7-152.6	1st
7-147.0.1	1st	7-151	1st	7-152.7	2nd
7-147.0.1.1	3rd	7-152	3rd	7-152.7.1	Original
7-147.0.1.2	4th	7-152.1	1st	7-152.7.2	1st
7-147.0.1.3	4th	7-152.2	1st	7-152.7.3	1st
7-147.0.1.4	2nd	7-152.2.1	Original	7-152.7.4	1st
7-147.0.1.5	4th	7-152.2.2	Original	7-152.7.5	1st
7-147.0.1.6	4th	7-152.2.3	Original	7-152.7.6	1st
7-147.0.1.7	3rd	7-152.2.4	Original	7-152.7.7	2nd
7-147.0.1.8	5th	7-152.2.5	1st	7-152.7.8	2nd
7-147.0.1.9	4th	7-152.2.6	1st	7-152.7.9	2nd
7-147.0.1.10	1st	7-152.2.7	1st	7-152.7.10	Original
7-147.0.2	1st	7-152.2.8	1st	7-152.7.11	Original
7-147.0.2.1	2nd	7-152.2.9	1st	7-152.7.12	Original
7-147.0.2.2	4th	7-152.2.10	1st	7-152.7.13	3rd
7-147.0.2.3	4th	7-152.2.11	Original	7-152.7.14	3rd
7-147.0.2.4	1st	7-152.2.12	Original	7-152.7.15	2nd
7-147.0.2.5	4th	7-152.2.13	1st	7-152.7.16	3rd
7-147.0.2.6	4th	7-152.2.14	1st	7-152.7.17	3rd
7-147.0.2.7	2nd	7-152.2.15	Original	7-152.7.18	2nd
7-147.0.2.8	4th	7-152.2.16	Original	7-152.7.19	3rd
7-147.0.2.9	4th	7-152.2.17	Original	7-152.7.20	3rd
7-147.0.2.10	1st	7-152.2.18	Original	7-152.7.21	3rd
7-147.0.3	1st	7-152.2.19	1st	7-152.7.22	3rd
7-147.0.3.1	2nd	7-152.2.20	1st	7-152.8	2nd
7-147.0.3.2	2nd	7-152.2.21	1st	7-152.8.1	2nd
7-147.0.3.3	2nd	7-152.2.22	1st	7-152.8.2	2nd
7-147.0.3.4	2nd	7-152.2.23	1st	7-152.8.3	1st
7-147.0.3.5	2nd	7-152.2.24	1st	7-152.8.4	2nd
7-147.0.3.6	2nd	7-152.2.25	2nd	7-152.8.5	2nd
7-147.0.3.7	2nd	7-152.2.26	1st	7-152.8.6	1st
7-147.0.3.8	2nd	7-152.2.27	Original	7-152.8.7	2nd
7-147.0.3.9	2nd	7-152.2.28	Original	7-152.8.8	2nd
7-147.0.3.10	1st	7-152.2.29	1st	7-152.8.9	2nd
7-147.0.4	1st	7-152.2.30	1st	7-152.9	2nd
7-147.0.4.1	2nd	7-152.2.31	1st	7-153	10th
7-147.0.4.2	2nd	7-152.2.32	1st	7-154	11th
7-147.0.4.3	2nd	7-152.3	1st	7-154.1	10th
7-147.0.4.4	1st	7-152.3.1	1st	7-154.2	5th
7-147.0.4.5	2nd	7-152.3.2	1st	7-154.3	11th
7-147.0.4.6	2nd	7-152.3.3	1st	7-155	8th
7-147.0.4.7	2nd	7-152.3.4	1st	7-155.1	6th
7-147.0.4.8	2nd	7-152.3.5	1st	7-155.2	4th
7-147.0.4.9	2nd	7-152.3.6	1st	7-155.3	4th
7-147.0.4.10	1st	7-152.3.7	1st	7-155.4	3rd
7-147.1	10th	7-152.3.8	1st	7-156	10th
7-148	9th	7-152.3.9	Original	7-156.1	9th
7-148.0.1	Original	7-152.3.10	Original	7-156.2	5th
7-148.0.2	Original	7-152.3.11	1st		
7-148.1	6th	7-152.3.12	1st		
7-148.2	1st	7-152.3.13	1st		

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7-156.57	Original	7-156.91	1st	9-19	1st
7-156.57.1	Original	7-156.92	1st	10-1	1st
7-156.57.2	Original	7-156.93	1st*	10-2	1st
7-156.57.3	Original	7-156.94	Original	10-3	1st
7-156.58	Original	7-156.95	Original	10-4	1st
7-156.59	Original	7-157	1st	10-5	1st
7-156.59.1	Original	7-158	1st	10-6	1st
7-156.59.2	Original	7-159	1st	10-6.1	Original
7-156.59.3	Original	7-160	1st	10-6.2	1st
7-156.60	Original	7-161	1st	10-6.3	1st
7-156.61	Original	7-162	1st	10-6.4	Original
7-156.61.1	Original	7-163	1st	10-6.5	Original
7-156.61.2	Original	7-164	1st	10-6.6	Original
7-156.61.3	Original	7-165	1st	10-6.7	Original
7-156.62	Original	7-166	1st	10-6.8	Original
7-156.63	Original	7-167	1st	10-6.9	Original
7-156.63.1	Original	7-168	1st	10-7	2nd
7-156.63.2	Original	7-169	1st	10-8	1st
7-156.63.3	Original	7-170	1st	10-9	Original
7-156.64	Original	7-171	1st	10-10	1st
7-156.65	Original	7-172	3rd	10-10.1	Original
7-156.65.1	Original	7-170	1st	10-10.2	1st
7-156.65.2	Original	7-171	1st	10-10.3	1st
7-156.65.3	Original	7-172	3rd	10-11	1st
7-156.66	Original	8-1	Original	10-12	Original
7-156.67	Original	9-1	2nd	10-13	Original
7-156.67.1	Original	9-2	4th	10-14	Original
7-156.67.2	Original	9-3	6th	10-15	Original
7-156.67.3	Original	9-4	7th	10-16	Original
7-156.68	1st	9-4.1	2nd	10-17	Original
7-156.69	1st	9-5	2nd	10-18	Original
7-156.70	2nd	9-6	5th	10-19	Original
7-156.71	1st	9-7	6th	10-20	1st
7-156.72	1st	9-8	6th	10-21	Original
7-156.73	2nd	9-9	3rd	11-1	1st
7-156.74	Original	9-10	6th	11-2	Original
7-156.75	Original	9-11	6th	11-3	Original
7-156.76	1st	9-11.0.1	3rd	11-4	Original
7-156.77	1st	9-11.0.2	3rd	11-5	Original
7-156.78	1st	9-11.1	7th	11-6	Original
7-156.79	2nd	9-12	11th	11-7	Original
7-156.80	1st	9-12.0.1	2nd	11-8	Original
7-156.81	1st	9-12.0.2	1st	11-9	Original
7-156.82	2nd	9-12.0.3	4th	11-10	1st
7-156.83	Original	9-12.0.3.1	6th	11-11	1st
7-156.84	Original	9-12.1	1st	11-12	Original
7-156.85	1st	9-13	1st	11-13	1st
7-156.86	1st	9-14	2nd	11-14	1st
7-156.87	1st	9-15	1st	11-15	Original
7-156.88	2nd	9-16	1st	11-16	Original
7-156.89	Original	9-17	1st		
7-156.90	Original	9-18	1st		

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REFERENCE TO OTHER PUBLICATIONS (CONT'D)

The following publications, referenced in this tariff, may be obtained from BellSouth Telecommunications, Inc., Regional Documentation Coordinator, 20th Floor, 600 North 19th Street, Birmingham, AL 35203.

TR-73575 Issued: February, 1994	Available: February, 1994
TR-73575, Addendum 1 Issued: November, 1994	Available: November, 1994
TR-73583 Issued: November, 1994	Available: September, 1994
TR-73592 Issued: June, 1995	Available: June, 1995
BellSouth Enhanced Originating Line Screening (EOLS) Service Technical Reference TR-73604 Issued: July, 1997	Available: August, 1977
TR-73606 Issued: April, 1998	Available: April, 1998
TR-73607 Issued: April, 1998	Available: April, 1998
TR-73608 Issued: April, 1998	Available: April, 1998
TR-73609 Issued: April, 1998	Available: April, 1998
TR-73611 Issued: April, 1998	Available: April, 1998
BellSouth ADSL Service TR-73612 Issued: December, 1998	Available: December, 1998

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The following technical publications, referenced in this tariff, may be obtained, and are available under a licensed protocol, from Northern Telecom, Attn.: Frank Vallone, 97 Humboldt Street, Rochester, N.Y. 14609. (M)
(M)
(M)

Northern Telecom Document Q210-1 Version AI07 (M)
NTDMS/CCIDAS System Application Protocol (M)

Northern Telecom Document CSI-2300-07 (M)
Universal Gateway/Position Message Interface (M)
Format Specification (M)

Northern Telecom Document 355-00424 (M)
Gateway/Interactive Voice Subsystem (M)
Protocol Specification (M)

The following technical publication, referenced in this tariff, may be obtained from AT&T, P.O. Box 19901, Indianapolis, Indiana 46219.

AT&T Document 250-900-535, Issue 0003.00
Operator Services Position System Listing Service
Issued: July, 1992 Available: July, 1992

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ACCESS SERVICE

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

7.2 Service Descriptions (Cont'd)

7.2.17 BellSouth ADSL Service (Cont'd)

(H) (Cont'd)

- (2) The Telephone Company shall not be responsible to the customer or end-user if changes in any Telephone Company facilities, operations, or procedures utilized in the furnishing of BellSouth ADSL service render any facilities or equipment provided by a customer or end-user obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that metallic facilities are in a continually decreasing supply and that the Telephone Company does not hold itself in a position to warrant their availability. Should Telephone Company initiated changes occur that render the exchange line facility incapable of transporting BellSouth ADSL service, the Telephone Company will not be required to continue the BellSouth ADSL service, and the customer will not be liable for any Termination Liability Charges (TLC).
- (3) The Telephone Company undertakes to maintain and repair the facilities which it furnishes. The customer or end-user may not rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company without prior written consent of the Telephone Company.
- (I) The customer is responsible for installation and/or testing of customer or end-user premises equipment or facilities to ensure that when connected to BellSouth ADSL service such end-user premises equipment or facilities operate properly.
 - (1) The customer shall or arrange for the end-user to cooperatively test with the Telephone Company as may be necessary.
 - (2) It shall be the responsibility of the customer and/or end-user to ensure the continuing compatibility of Customer Premises Equipment (CPE) at the end-user premises. The customer and/or end-user shall be responsible for any expenses incurred for required changes to customer and/or end-user equipment or facilities in order to make such equipment or facilities compatible with BellSouth ADSL service.
 - (3) If requested by the Telephone Company, the customer ordering BellSouth ADSL service must produce a letter of authorization from an end-user requesting that the customer obtain a high speed data connection to the end-user's premises using BellSouth ADSL service provided by the Telephone Company.

(J) Technical Specifications Package

(N) (x)

Service specifications for BellSouth ADSL service are contained in Technical Reference TR-73612.

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

7.4 Rate Regulations (Cont'd)

7.4.3 Message Station Equipment Recovery Charge* (Cont'd)

Pursuant to CC Docket 83-1145 Memorandum Opinion and Order adopted by the Federal Communications Commission on November 8, 1984 and released on November 9, 1984, this charge is assessed only to those customers to which the Special Access (a.k.a. BellSouth SPA) Surcharge applies. The rate for the Message Station Equipment Recovery Charge is set forth in 7.5.10 following.

7.4.4 Minimum Periods

The minimum service period for all services is one month except as specified following. The minimum service period for part-time and occasional Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video), DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) and Program Audio (a.k.a. BellSouth SPA Program Audio) services is one day (i.e., a continuous 24-hour period, not limited to a calendar day). The minimum service period for ICB Services is specified in the Individual Case Basis Filing. The minimum service period for SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) is four months. The minimum service periods for LightGate service (a.k.a. BellSouth SPA Point to Point Network) are specified in 7.4.9 following. The minimum service period for DS1 Alternate Serving Wire Center Service is 12 months. The minimum service period for SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) is four months. The minimum service period for SMARTPath DS3 Transport (a.k.a. BellSouth SPA DS3 Shared Ring) service is 12 months. The minimum period for each BellSouth ADSL service VC at a data rate as specified in 7.2.17(C)(1) and (2) is 6 months. The minimum period for each BellSouth ADSL service VC at a data rate as specified in 7.2.17(C)(3) through (6), and having a customer-specified payment period of less than 13 months, is 3 months. (T) (C)

* Effective June 1, 1986, Special Access (a.k.a. BellSouth SPA) Message Station Equipment Recovery charges apply to WATS Access Lines (a.k.a. BellSouth SPA WATS Lines). On that date, the Telephone Company will begin to bill such charges for Special Access (a.k.a. BellSouth SPA) facilities used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) presently in service. Payment of any message Station Equipment Recovery Charge billed on Special Access (a.k.a. BellSouth SPA) facilities used for WATS Access Lines (a.k.a. BellSouth SPA WATS Lines) in service as of June 1, 1986, may be deferred, without penalty, for up to ninety (90) days from the date of the first bill rendered for such message Station Equipment Recovery Charge.

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

7.4 Rate Regulations (Cont'd)

7.4.29 BellSouth ADSL Service

- (A) Monthly rates and nonrecurring charges apply as specified in 7.5.21 following, and reflect the cost of providing BellSouth ADSL service to the NSP customer, but do not reflect any additional incremental cost associated with providing service to customers of the NSP. The minimum initial period per BellSouth ADSL service Virtual Circuit (VC) specified in 7.2.17(C)(1) and (2), per end-user premises, is six months. The minimum number of VCs that may be ordered is 51. (T) (C)

The minimum initial period per BellSouth ADSL service Virtual Circuits (VC) specified in 7.2.17(C)(3) through (6) and having a customer-specified payment period of less than 13 months, per end-user premises, is three months. The minimum number of VCs that may be ordered is 1. (T) (C)

- (B) A monthly recurring rate will be billed to the customer for each end-user premises to which the customer has a VC established using BellSouth ADSL service. The initial monthly rate for data rate options specified in 7.2.17(C)(1) and (2) will be determined by the number of VCs to which the customer commits beginning with establishment of the customer account. The initial monthly rate for data rate options specified in 7.2.17(C)(3) through (6) will be determined by the payment period designated by the customer beginning with establishment of the customer account. The volume of service level designated by the customer for data rate options specified in 7.2.17(C)(1) and (2) cannot be lowered during the initial service period.

In addition to month-to-month (MTM) rates, customer-selected payment periods of from 13 to 24 months, and 25 months or greater, are available for data rate options specified in 7.2.17(C)(3) through (6). When the customer orders service for these data rate options, the customer must designate to the Telephone Company the commitment and optional payment period desired, e.g. 13 to 24 month payment period and a desired commitment period of 20 months.

Rates stabilized under customer-selected payment periods of from 13 to 24 months, and 25 months or greater, are exempt from Telephone Company-initiated increases. However, decreases will flow through to the customer. In the event that a VC is disconnected at customer request prior to completion of a customer-selected payment period in excess of 12 months, the customer will be required to pay a termination charge as specified in G following. The customer-designated payment period and commitment period may not be reduced, however, renewals of the existing data rate, at the same end-user premises are allowed at rates and terms and conditions appropriate for new service. The VC nonrecurring charges are not applicable for the renewed services.

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

7.4 Rate Regulations (Cont'd)

7.4.29 BellSouth ADSL Service (Cont'd)

(B) (Cont'd)

Subsequent to the establishment of a customer-selected payment period longer than 12 months, and prior to completion of that period, the existing payment and commitment period may be replaced by a currently offered payment and commitment period having a length equal to or longer than the time remaining in the existing arrangement. The appropriate rates will be as if for new service. Nonrecurring charges will not be re-applied for these renewals, and no credit will be provided for payments made during the formerly selected period. Changes to a payment or commitment period with a length shorter than the existing arrangement will result in application of termination liability charges as specified in G. following. Recognition of previous service will not be a factor in determination of rates appropriate for a renewed arrangement.

(C) For data rate options specified in 7.2.17(C)(1) and (2), customers specifying volume of service levels of from 51 to 40,000 VCs on billing accounts across the region will be allowed an initial period of twenty-four months, beginning with establishment of the first billing account, to attain the customer-specified volume level. Customers specifying a volume of service level of more than 40,000 VCs on billing accounts across the region will be allowed an initial period of thirty-six months from establishment of the first billing account to attain the customer-specified volume level.

(D) For data rate options specified in 7.2.17(C)(1) and (2), a review by the Telephone Company of the quantity of VCs billed to each customer's billing accounts across the region will occur at the completion of the initial period appropriate for the customer-specified volume of service level. Beginning with completion of the twenty-four or thirty-six month initial period, or upon attainment of the customer-specified volume of service level, the product of a rate appropriate for the quantity of VCs verified on the last Friday of the prior month, multiplied by the corresponding quantity of VCs, will appear on the customer's monthly bill following the current month. In order to benefit from rates appropriate for higher volume of service levels, in the case of a customer surpassing their initial volume of service level commitment prior to completion of the twenty-four or thirty-six month initial period, the customer must notify the Telephone Company of that accomplishment. (C)
(C)
(C)

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

7.4 Rate Regulations (Cont'd)

7.4.29 BellSouth ADSL Service (Cont'd)

(E) Upon completion of the twenty-four or thirty-six month initial period allowed for data rate options specified in 7.2.17(C)(1) and (2), shortfall charges will apply for failure to attain the VC volume of service commitment level designated by the customer. The shortfall charge will be an amount equal to the in-service quantity of VCs at completion of the initial period multiplied by 50%, multiplied by the number of initial period months appropriate for the volume of service level to which the customer subscribed, multiplied by the difference between the rate appropriate for the in-service quantity at completion of the initial period and the rate appropriate for the committed quantity. An example of the shortfall charge for a customer that commits to 10,001 VCs but attains only 7,000 VCs, and having a \$4 difference in applicable rate, is as follows:

- 7000 VCs x 50% x 24 months x \$4 = \$336,000 (N)

Shortfall charges are reduced by 2.5% for each full percentage point (rounded to the closest whole number) above 60% of the customer's commitment level that the customer achieved are applicable to the total shortfall charge. No reductions will apply for VC quantities greater than 100% of the customer-specified commitment level. An example of the shortfall reduction calculation is as follows:

- 7000 (customer achieved) divided by 10001 (customer specified commitment) and rounded to the closest whole number = 70% (N)
- Full percentage points above 60% of customer-specified commitment = 10 (N)
- 10 times 2.5% = 25% (N)
- 25% of \$336,000 = reduction of \$84,000 (N)
- \$336,000 shortfall charge minus \$84,000 reduction = \$252,000 (N)
- \$252,000 is the reduced shortfall charge (N)

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

7.4 Rate Regulations (Cont'd)

7.4.29 BellSouth ADSL Service (Cont'd)

(F) A move charge applies for each BellSouth ADSL service moved to an end-user's new premises as designated by the customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation of BellSouth ADSL service. If BellSouth ADSL service is available at the end-user's new premises as designated by the customer, no Termination Liability Charge is applicable when the service orders to install BellSouth ADSL service at the end-user's new premises and disconnect BellSouth ADSL service at the end-user's old premises are for the same end-user, both orders are related together, and there is no lapse in service between installation and disconnection of BellSouth ADSL service.

If a move of BellSouth ADSL service is requested by the customer to an end-user premises where BellSouth ADSL service is not available, the move request will be treated as a discontinuance of service at the old premises and the customer will remain responsible for satisfying minimum period obligations. If appropriate, a Termination Liability Charge as specified in (G) following will apply.

(G) For the data rate options specified in 7.2.17(C)(1) and (2), a Termination Liability Charge (TLC) is applicable for disconnection of a VC prior to completion of the minimum period at each end-user premises. The appropriate charge is: (C)
(T)
(C)

Tariff Reference	Data Rate	Charge	(N)
7.2.17(C)(1)	256 Kbps x 1.5 Mbps	\$ 50.00	(N)
7.2.17(C)(2)	512 Kbps x 768 Kbps	\$200.00	(N)

TLC, as specified below, is applicable for data rate options specified in 7.2.17(C)(3) through (6) that have customer-selected payment periods greater than 12 months and that are disconnected prior to completion of the minimum period as specified in 7.4.4 preceding. The charge following is for termination of service specified in 7.2.17(C)(3) through (6) prior to completion of 13 months service for customer-selected payment periods equal to or greater than:

Minimum Downstream Data rate	Commitment Period of:	
	13 Months	25 Months
1.5 Mbps	\$200.00	\$ 400.00
2.0 Mbps	\$500.00	\$1000.00
4.0 Mbps	\$500.00	\$1000.00
384 Kbps	\$200.00	\$ 400.00

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

7.5 Rates and Charges (cont'd)

7.5.21 BellSouth ADSL Service

(A) Low Speed, Asymmetric Virtual Circuits

- (1) Per Virtual Circuit, Downstream data rate up to 1.5 Mbps,
 Upstream data rate up to 256 Kbps

	VC Quantity		Nonrecurring Charge	Monthly Rate	USOC
	Minimum	Maximum	Per VC	Per VC	
(a)	51	500	\$50.00 (R)	\$45.00	ADF11
(b)	501	2,500	\$50.00 (R)	\$42.00	ADF12
(c)	2,501	5,000	\$50.00 (R)	\$37.00	ADF13
(d)	5,001	7,500	\$50.00 (R)	\$34.00	ADF14
(e)	7,501	10,000	\$50.00 (R)	\$32.00	ADF15
(f)	10,001	40,000	\$50.00 (R)	\$30.00	ADF16
(g)	40,000+		\$50.00 (R)	\$29.00	ADF17

- (2) Per Virtual Circuit, Downstream data rate of at least 768 Kbps,
 Upstream data rate of at least 512 Kbps

	VC Quantity		Nonrecurring Charge	Monthly Rate	USOC
	Minimum	Maximum	Per VC	Per VC	
(a)	51	500	\$300.00	\$134.00	ADF61
(b)	501	2,500	\$300.00	\$125.00	ADF62
(c)	2,501	5,000	\$300.00	\$116.00	ADF63
(d)	5,001	7,500	\$300.00	\$108.00	ADF64
(e)	7,501	10,000	\$300.00	\$101.00	ADF65
(f)	10,001	40,000	\$300.00	\$ 94.00	ADF66
(g)	40,000+		\$300.00	\$ 85.00	ADF67