

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL01-6581-01

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Nassau County Board of County Commissioners ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

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Page 1 of 7

Customer Initials

Date

[Handwritten Signature]
[Handwritten Signature]
11/19/01

CONTRACT SERVICE ARRANGEMENT
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7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
19KK2 SBT 301 W. Bay Street
Jacksonville, FL 32202

Subscriber

Nassau County Board of County Commissioners
191 Nassau Place
Yulee, FL 320350456

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable

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Customer Initials

Sam *Theresa*

Date

12/19/01

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statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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Customer Initials

Sam Jones

Date

- 11/19/01

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Case Number FL01-6581-01
Option 3 of 3

Offer Expiration: This offer shall expire on 3/2/02.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth. SMARTRing. service. This service provides an intrastate, intraLATA OC-3+ Self-Healing Multi-Nodal Alternate Route Topology Ring.

This Agreement provides for a service period of seventy-three (73) to ninety-six (96) months.

This Agreement is for _____ months with a minimum service period of _____ months.

The service interval shall be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Nassau County Board of County Commissioners

By: Marianne Marshall
Authorized Signature

Printed Name: Marianne Marshall

Title: Chairman, Nassau County Board of County Commissioners

Date: November 19, 2001

Attest:

J.M. "Chap" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form:

Michael S. Molin
County Attorney

Company:

BellSouth Telecommunications, Inc.

By: Jerome G. Downing II
Authorized Signature

Printed Name: Jerome G. Downing II

Title: Assistant Vice President Sales Manager

Date: 11/28/01

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Customer Initials [Signature]
Date 11/28/01

CONTRACT SERVICE ARRANGEMENT

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Option 3 of 3

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. BellSouth. SMARTRing. service Local Channel Mileage Rates (All capacities) - Per Local Channel	\$425.00	\$0.00	1HVXX
2. BellSouth. SMARTRing. service Local Channel Mileage Rates (All capacities) - Per quarter air mile	\$0.00	\$51.00	1HVAX
3. BellSouth. SMARTRing. service Interoffice Channel Mileage Rates - Fixed, OC-3+ capacity	\$145.00	\$78.75	1HXFX
4. BellSouth. SMARTRing. service Interoffice Channel Mileage Rates - Per quarter air mile (OC-3+ capacity)	\$0.00	\$17.25	1HXAX
5. BellSouth. SMARTRing. service Customer Node (Per Node) - OC-3+ capacity	\$370.00	\$1,012.50	SHNN5
6. BellSouth. SMARTRing. service Customer Channel Interface (Per Node) - Per DS1	\$165.00	\$22.00	SHNBB
7. BellSouth. SMARTRing. service Customer Channel Interface (Per Node) - Per DS3	\$130.00	\$125.00	SHNZT
8. BellSouth. SMARTRing. service Central Office Node (Per Node) - OC-3+ capacity	\$370.00	\$1,012.50	SHNH5
9. BellSouth. SMARTRing. service Central Office Channel Interface (Per Central Office Node) - Per DS1	\$125.00	\$25.00	SHNCB

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Customer Initials 

Date 10/19/01

RATES AND CHARGES

NOTES:

under this Agreement.

Note 4:

If the service is cancelled prior to the beginning of the selected service period, the Customer will be liable for all capital expenses incurred by the Company in provisioning this service, as of the date the order is cancelled by the Subscriber.

Note 5:

These rates are based on the availability of facilities as of November 2, 2001, and are subject to change accordingly.

Note 6:

If Nassau County fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the the County. The County shall provide BellSouth with notice not less than thirty (30) days prior to the date of cancellation if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, BellSouth shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies as deemed necessary by the County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 3

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PRIVATE LINE SERVICES TARIFF

First Revised Page 18
Cancels Original Page 18

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BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: September 30, 2000

B2. REGULATIONS (T)**B2.4 Payment Arrangements and Credit Allowances (Cont'd)****B2.4.8 Allowance for Outages (Cont'd)**

- E. No credit allowance will be made for outages of a service due to the failure of equipment or systems provided by the customer or others.
- F. For Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing[®]) service, a credit for a service outage shall apply when any one failure of the Company's equipment occurs resulting in a service outage of the entire system and the system does not automatically self-heal around the point of failure within *one (1) second*. No credit shall apply unless the customer reports the service outage to the Company and the trouble is found in the Company equipment based on information provided by the network surveillance system associated with the service. The credit shall equal the total of all the monthly charges for the service provided, however, no more than one credit shall apply per any given rate element for any given month regardless of the number of outages occurring during that month. (C)

For service outages of less than the entire system resulting from a failure of the Company's equipment for SMARTRing[®] service where the system does not automatically self-heal around the point of failure, credit shall be allowed only for an outage of *one (1) minute* or more. The credit will begin when the customer reports the outage to the Company. This credit shall be at the rate of 1/1440 of the total monthly charges assessed for that portion of the service that is out of operation for each period of 30 minutes or major fraction thereof that the outage continues. (C)

Credit allowances will not apply if service is out of operation during customer requested upgrades and/or additions to the SMARTRing[®] service or during customer requested rearrangements.

B2.4.9 Optional Payment Plan**A. Channel Services Payment Plan****1. General**

- a. The regulations specified herein are applicable to specific facilities as indicated in the Section B7. Digital Network Service of this Tariff for channel services.
- b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- c. The CSPP is a payment plan which allows customers to pay fixed or variable rates for channel service equipment and facilities over variable contractual payment periods. A specific monthly rate applies for the duration of each period as follows, or as specified otherwise in this Tariff.
 - (1) 36 month Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges.
 - (2) 60 month Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges.
 - (3) 84 month Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges.
- d. When the customer extends service beyond a 96 month service period, the 84 month Term Payment Plan (or the longest available tariffed service period) rates will apply.

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Miami, Florida

Third Revised Page 58
Cancels Second Revised Page 58

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B7. DIGITAL NETWORK SERVICE

B7.6 Reserved for Future Use

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service

B7.7.1 General

- A. SMARTRing® service is a dedicated, high capacity, network designed to provide increased reliability and functionality via a self-healing ring topology between multiple customer designated locations and Company Central Offices where facilities can be made available as determined by the Company. This service is provided via diversely routed facilities utilizing SONET technology and DS1 and DS3 electrical interfaces. This network consists of fiber routed through local, alternate central office, internodal and/or interoffice channel facilities that transmit DS1, DS3, STS-1, OC-3, **OC-12 and/or OC-48** channel services simultaneously over primary and alternate paths between customer designated locations and Company Central Offices. This ring topology will continually monitor DS1, DS3, STS-1, OC-3, **OC-12 and/or OC-48** service quality, detect any failure within the system, and automatically self-heal itself around a point of failure to ensure the flow of DS1, DS3, STS-1, OC-3, **OC-12 and/or OC-48** Services between locations within the self-healing network. For locations where a customer requests SMARTRing® service and facilities are not available, construction charges will apply as set forth in Section B5. of this Tariff for cases involving extraordinary cost. (C)
- B. SMARTRing® service is available at OC-3, OC-3+, OC-12, OC-48, **OC-48+ and OC-192+ capacities.** (C)(M)
OC-3 SMARTRing® service is available as an individual service or in an Overlay Ring Arrangement riding the customer's host OC-12, OC-48, **OC-48+ or OC-192+** SMARTRing® service. OC-3 SMARTRing® service provides an equivalent capacity of 3 DS3s, or any combination thereof not to exceed an OC-3 capacity. (C)(M)
Channel Interface Capacity Reallocation allows the customer to reallocate *channel interfaces on a node subsequent to the initial installation of the channel interfaces.* (C)(M)
OC-3+ SMARTRing® service is available as an individual service, or in combination with OC-12 SMARTRing® service, or in an Overlay Ring Arrangement riding the customer's host OC-48, **OC-48+ or OC-192+** SMARTRing® service. OC-3+ SMARTRing® service provides an equivalent OC-3 capacity, not to exceed 3 DS3s at each node, with a maximum ring capacity of 12 DS3s, not to exceed an OC-12 ring capacity. (C)(M)
When a customer orders OC-3+ SMARTRing® service in combination with OC-12 SMARTRing® service, capacity and channel interface availability at each Customer Node and Central Office Node location is determined by the size node ordered by the customer.
OC-12 SMARTRing® service is available as an individual service, or in combination with OC-3+ SMARTRing® service, or in an Overlay Ring Arrangement riding the customer's host OC-48, **OC-48+ or OC-192+** SMARTRing® service. OC-12 SMARTRing® service provides an equivalent capacity of 12 DS3s. (C)(M)
OC-48 SMARTRing® service is available as an individual service, or with overlaying rings in capacities of OC-3, OC-3+ and/or OC-12 **or in an Overlay Ring Arrangement riding the customer's OC-192+ SMARTRing® service.** OC-48 SMARTRing® service provides an equivalent capacity of 48 DS3s. (C)(M)
OC-48+ SMARTRing® service is available as an individual bi-directional service, or with overlaying rings in capacities of OC-3, **OC-3+ or OC-12, or in an Overlay Ring Arrangement riding the customer's OC-192+ SMARTRing® service.** It provides equivalent capacity of 24 DS3s between consecutive node locations on the ring. The maximum capacity of the OC-48+ SMARTRing® service is determined by the number of Customer and Central Office nodes on the ring. (C)(M)
OC-192+ SMARTRing® service is available as an individual bi-directional service, or with overlaying rings in capacities of OC-3, OC-3+, OC-12, OC-48 and/or OC-48+. It provides equivalent capacity of 96 DS3s between consecutive node locations on the ring. The maximum capacity of the OC-192+ SMARTRing® service is determined by the number of Customer and Central Office nodes on the ring. (N)

Material appearing on this page previously appeared on page(s) 59 of this section.

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 ISSUED: May 11, 2001
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

PRIVATE LINE SERVICES TARIFF

Third Revised Page 59
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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.1 General (Cont'd)

B. (Cont'd)

SMARTRing® service Channel Interfaces are available as follows:

(T)(M)

<u>Channel Interfaces</u>	<u>NODES</u>						
	<u>OC-3</u>	<u>OC-3+</u>	<u>OC-12</u>	<u>OC-48</u>	<u>OC48+</u>	<u>OC192+</u>	
DS1	Yes	Yes	No	No	No	No	(C)
DS3	Yes	Yes	Yes	Yes	Yes	No	
STS-1	Yes	Yes	Yes	Yes	Yes	No	
OC-3	No	No	Yes	Yes	Yes	Yes	
OC-12	No	No	No	Yes	Yes	Yes	
OC-48	No	No	No	No	No	Yes	(N)
28 DS1 Channel System (DS3)	Yes	Yes	Yes	Yes	Yes	No	
28 DS1 Channel System (STS-1)	Yes	Yes	Yes	Yes	Yes	No	
DS3 (Asymmetrical with DS1)	Yes	Yes	No	No	No	No	(N)
DS1 Within an STS-1 Asymmetrical Arrangement	Yes	Yes	No	No	No	No	(N)

SMARTRing® service OC-3, OC-12, or OC-48 channel interfaces are associated with optical circuits within a SMARTRing® service arrangement. These optical circuits may be provisioned as concatenated. When an optical circuit is provisioned as concatenated, the multiple STS-1s within the optical circuit are provided as a single entity with a single overhead channel. (N)

SMARTRing® service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher level interface) For example, a customer may have a service that connects to a ring via an OC-3 interface at a node. That service is then transported around the ring and connects via an OC-12 interface to another of the customer's services. The allowable asymmetrical interface arrangements for the various ring sizes are as shown in Technical Reference TR-73582. (N)

The DS3 (Asymmetrical with DS1) interface allows a customer to aggregate DS1s originating from multiple nodes on a ring into a single DS3 interface at a designated node. A DS3 (Asymmetrical with DS1) interface has the capacity to aggregate 28 DS1s. (N)

The DS1 within an STS-1 Asymmetrical Arrangement interface rate element applies in lieu of the STS-1 interface for the higher level termination of an asymmetrical arrangement when the lower level interface is a DS1. (N)

SMARTRing® service Overlay Ring Arrangements are available as follows:

<u>OVERLAYING SMARTRing® Service</u>	<u>Host SMARTRing® Service</u>			<u>OC-192+</u>	
	<u>OC-12</u>	<u>OC-48</u>	<u>OC-48+</u>		
OC-3	X	X	X	X	
OC-3+		X	X	X	
OC-12		X	X	X	
OC-48				X	(N)
OC-48+				X	(N)

Note 1: DS1 interfaces are available via OC-3, OC-3+ or 28 DS1 Channel System arrangements only.

Material previously appearing on this page now appears on page(s) 58 of this section.

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FLORIDA
ISSUED: May 11, 2001
BY: Joseph P. Lacher, President -FL
Miami, Florida

PRIVATE LINE SERVICES TARIFF

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B7. DIGITAL NETWORK SERVICE**B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)****B7.7.1 General (Cont'd)**

- C. SMARTRing® service is connectible at Company central offices to any compatible high capacity service as provided in Section B7. of this Tariff and to Broadband Exchange Line Service at compatible data rates (e.g., 1.586 Mbps) as provided in Section A40.5 of the General Subscriber Service Tariff. Rates and charges for such other services are as set forth in the applicable sections of this Tariff for such other services.
- D. The customer must provide suitable floor space, controlled environment, and source of non-switched suitable power to support this service.
- E. Where the customer provides two separate entrance facility cable routes for SMARTRing® service, the primary and alternate entrance facilities will be separate and will enter the customer node over such different routes. When the customer requests a connection at a Customer Node via two Local Channels and Telephone Company facilities do not exist for the second Local Channel, the Telephone Company may provide an equivalent second Local Channel via an existing alternate route. When facilities become available for the second Local Channel, the Telephone Company may rearrange the alternate route at any time.
- F. The compatibility requirements, technical specifications, and generic requirements for SMARTRing® service terminated at the customer's designated locations are referenced in Technical Reference ANSI T1.404-1989, and ANSI T1.403-1989.
- G. DS3 interface combinations and technical specifications are referenced in Bellcore TR-INS-000342.
- H. DS1 interface combinations and technical specifications are referenced in Bellcore TR-NPL-000054.
- I. SMARTRing® service DS3 high capacity service channels have a performance objective of 99.5 percent error-free seconds over a continuous twenty-four hour period. Self-healing multi-nodal DS1 high capacity service channels have a performance objective of 99.95 percent error-free seconds over a continuous twenty-four hour period.

B7.7.2 Application of Rates

- A. Monthly rates and charges as specified in B7.7.4 following apply for each SMARTRing® service. Customers must specify network capacity at the time of the initial order. In an Overlay Ring Arrangement where a customer's overlaying SMARTRing service rides the customer's host SMARTRing service, the overlay ring will share the transport of the host ring between common node locations. Rate categories at OC-3, OC-3+, OC-12, OC-48, **OC-48+ and OC-192+** capacity levels include Customer Nodes, Central Office Nodes, Local Channels, Alternate Central Office Channels, Interoffice Channels and Intermodal Channels. Channel Interfaces are required at each node on the network and must be associated with a SMARTRing service. An OC-3 Overlay Ring Arrangement requires an OC-3 Channel Interface at each node involved. An OC-3+ or OC-12 Overlay Ring Arrangement requires an OC-12 Channel Interface at each node involved. **An OC-48/OC-48+ Overlay Ring arrangement requires an OC-48 Channel Interface at each node involved.** In Overlay Ring Arrangements, the customer must order a Channel Interface for each entry to or exit from the host ring. In all other situations, the number of Channel Interfaces ordered will depend on whether the customer desires a working interface, or a working interface and a protection interface. The quantity of channel interfaces ordered may not exceed the capacity ordered. When a 28 DS1 Channel System is utilized to activate DS1 channels, the appropriate number of DS1 Channel Interfaces are required in lieu of an originating or terminating DS3 Channel Interface. **SMARTRing® service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher level interface).**

(C)

BELLSOUTH
TELECOMMUNICATIONS, INC.

PRIVATE LINE SERVICES TARIFF

Second Revised Page 60
Cancels First Revised Page 60

FLORIDA
ISSUED: May 11, 2001
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: May 28, 2001

B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.2 Application of Rates (Cont'd)

- B. Nonrecurring charges for Local Channels, Alternate Central Office Channels, Interoffice Channels, Internodal Channels, Nodes and Channel Interfaces apply for each channel. When the customer requests two separate routes and the routing is provided as described in B7.7.1.E. preceding, charges apply for the Local Channels and any Interoffice Channels on the requested route. If the Company rearranges the alternate route, nonrecurring charges do not apply for the second Local Channel. Recurring charges for Local, Alternate Central Office, Interoffice and Internodal Channels apply for each quarter air mile increment of the channel. Fractions of a quarter mile will always round up to the next quarter air mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies.
- C. For Internodal Channels, charges apply as appropriate either for the same wire center area or contiguous serving wire center areas, as specified in B7.7.4.A.4.
- D. SMARTRing® service OC-3, OC-12, or OC-48 channel interfaces are associated with optical circuits within a SMARTRing® service arrangement. These optical circuits may be provisioned as concatenated. When an optical circuit is provisioned as concatenated, the multiple STS-1s within the optical circuit are provided as a single entity with a single overhead channel. When an optical circuit is provisioned as concatenated at the time the circuit is installed, there is no additional charge for provisioning it as concatenated. When an existing non-concatenated optical circuit is requested to be reconfigured as concatenated, a concatenation rearrangement charge shall apply. This rearrangement charge shall also apply for existing concatenated circuits that are requested to be converted to non-concatenated. (N)
- E. SMARTRing® service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher level interface) For example, a customer may have a service that connects to a ring via an OC-3 interface at a node. That service is then transported around the ring and connects via an OC-12 interface to another of the customer's services. The allowable asymmetrical interface arrangements for the various ring sizes are as shown in Technical Reference TR-73582. The interface rates for asymmetrical arrangements are the same as the rates for symmetrical arrangements except as follows: (N)
- For lower level DS1 interfaces in an asymmetrical arrangement with an STS-1 interface, the DS1 within an STS-1 Asymmetrical Arrangement interface rate element applies in lieu of the STS-1 interface for the higher level termination. (N)
- For lower level DS1 interfaces in an asymmetrical arrangement with a DS3 interface, the DS3 (Asymmetrical with DS1) interface rate element applies in lieu of the DS3 interface for the higher level termination of the asymmetrical arrangement (N)
- F. In addition, customers with DS3 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28 DS1 Channel System, and the appropriate number of DS1 Channel Interfaces. *The applicable rate elements for this arrangement are a DS3 Interface at the Customer Node and a 28 DS1 Channel System with DS1 Interfaces at the Central Office Node. The SMARTRing® service 28 DS1 Channel System does not require a DS3 interface at the Central Office Node.* A maximum of 28 DS1 Channel Interfaces can be activated for each 28 DS1 System utilized. Nonrecurring charges are established on a per order basis for each 28 DS1 Channel System. Nonrecurring charges apply for each DS1 Channel Interface which originates/terminates in a 28 DS1 Channel System. The recurring rate applies for each 28 Channel System and each DS1 Channel Interface activated per Central Office Node. (C)
- G. In order to accommodate more flexible customer situations, SMARTRing® service is available under several payment plans: 36 Month Term Payment Plan (24-48 months), 60 Month Term Payment Plan (49-72 months), or 84 Month Term Payment Plan (73-96 months). The 36, 60, and 84 Month Term Payment Plans are provided under conditions specified in the Channel Services Payment Plan, (CSPP), B2.4.9 preceding, except as modified following. For all payment plans, the following regulations apply: (T)
1. All rate elements, except Channel Interfaces for a given SMARTRing® service, whether initially or subsequently ordered, must be provided under the same payment plan with the same service period and are coterminous upon disconnect of the SMARTRing® service. Channel Interfaces may be ordered under payment plans equal to or less than the selected payment period for the given SMARTRing® service.
 2. The rates applicable to a month-to-month payment plan are subject to Company initiated changes.

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Miami, Florida

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.2 Application of Rates (Cont'd)

G. (Cont'd)

3. A termination liability charge will be applicable if services provided under a CSPP arrangement are disconnected prior to the end of the chosen service period. The applicable charge is equal to the number of months remaining in the rate stabilized service period times sixty percent of the monthly rates for SMARTRing® service which include all Nodes, Channel Interfaces, Local Channels, Alternate Central Office Channels, Internodal Channels and/or Interoffice Channels provided under the CSPP arrangement. For services under the month-to-month payment plan, a termination charge is equal to the number of months remaining in the twelve month minimum times the month-to-month rates in effect for SMARTRing® service at the time of termination.
4. When a service period under an existing CSPP arrangement is completed and a customer elects to revert to a month-to-month payment option, no minimum period is applicable.
5. Additions of services or rate elements, for activating spare or unused capacities of a SMARTRing® service under a CSPP arrangement, must be activated at the same rates and charges specified under the existing CSPP arrangement. Channel interfaces may be ordered as specified in 1. preceding.
6. Additions of services or rate elements, i.e. new local channels, interoffice channels, etc., other than for activating spare or unused capacities, must be under a new CSPP arrangement at rates and charges as specified in 1. preceding. The new CSPP arrangement must be at least 24 months and must be coterminous with the CSPP arrangement for the existing SMARTRing® service.
7. All customers ordering a new SMARTRing® service or upgrading existing SMARTRing® service under a Channel Services Payment Plan (CSPP) by September 30, 1995, with a Service Establishment Date of no later than February 21, 1996, will benefit from a special promotional offering to waive nonrecurring charges associated with ring level billing.

All SMARTRing® service customers under a Special Service Arrangement contract, where the service has not been installed as of May 30, 1995, will benefit from the special promotional offering to waive nonrecurring charges associated with ring level billing.

Ring level billing is defined as billing for the following rate elements: Local Channel, Interoffice Channel, Internodal Channel, Alternate Central Office Channel, Customer Node and Central Office Node. Billing for Customer Channel Interfaces and Central Office Channel Interfaces recurring and nonrecurring charges will be effective upon activation to the SMARTRing® service.

In addition, termination liability charges are also waived for upgrades to SMARTRing® services, under the terms and conditions set forth in B2.4.9 preceding. Specific requirements must be satisfied in order for charges to be waived as follows:

- a. Nonrecurring charges set forth in B3.3 of this Tariff will be waived when a customer reconfigures existing Company provided network services that are groomed or rolled over onto a new SMARTRing® service or upgraded from existing SMARTRing® service.

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B7. DIGITAL NETWORK SERVICE**B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)****B7.7.2 Application of Rates (Cont'd)****G. (Cont'd)****7. (Cont'd)**

- b. The customer's SMARTRing® service, to which the network services are reconfigured, must be ordered under a CSPP. However, individual DS1 and/or DS3 channel interfaces associated with SMARTRing® service may be provided under month-to-month terms if the existing services were provided under month-to-month rates.
- c. Special promotional waivers will be processed as projects for each customer designated location, and all associated connect and disconnect orders must be placed at the same time. Reconfiguration work must be completed within twelve months of the customer order date. Only one reconfiguration plan will be permitted per customer location.
- d. Special promotional waivers shall not apply when the service is moved by the customer from one location to another.
- e. In the event the SMARTRing® service is disconnected at the customer's request prior to the expiration of the CSPP, full nonrecurring charges associated with ring level billing will apply.

H. SMARTRing® service Local Channel, Alternate Central Office Channel and Internodal Channel rates are distance sensitive. They are measured per quarter airline mile or fraction thereof from the customer's designated premises to the Serving Wire Center, Alternate Central Office, or other Customer Nodes. V&H coordinates are derived for each customer location through the use of longitude and latitude measurements. Using the V&H coordinate method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4, compute the mileage, convert to quarter miles, and multiply the appropriate per quarter mile rate by the distance involved. Any portion of a quarter mile will always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies. (T)

I. The SMARTRing® service Interoffice Channel mileage is calculated per quarter airline mile between two directly connected central offices on the ring. Interoffice Channel mileage is computed by using the V&H coordinates method as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. To determine the rate to be billed, multiply the appropriate per quarter mile rate by the distance involved. Fractions of a quarter mile always round up to the next quarter mile before determining the mileage and applying the rate. For channels which are less than one quarter mile, a minimum charge of one quarter mile applies. (T)

B7.7.3 Architecture**A. SMARTRing® Service**

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B7. DIGITAL NETWORK SERVICE**B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)****B7.7.3 Architecture (Cont'd)****A. SMARTRing® Service (Cont'd)**

The SMARTRing® service configuration utilizes a multi-nodal ring architecture which is specified jointly by the Company and the customer. The minimum configuration provides dedicated DS3 (44.736 Mbps) and/or DS1 digital services and must include at least three nodes. One node must be a Central Office Node in Company Central Office. The remaining two *nodes* may be either Central Office Nodes in a Company Central Offices or Customer Nodes *at customer* designated locations, or one of each. Additional nodes above the three node minimum may be any combination thereof. The maximum number of nodes will be determined based on equipment capability. The nodes are connected by SMARTRing® service Local Channels, Alternate Central Office Channels, Interoffice Channels and Internodal Channels as applicable. SMARTRing® service may be connected to other high capacity services only at Central Office Nodes. (C)

Applicable rate elements for this service are:

- Customer Nodes provide ring switching capabilities at customer designated locations other than Telephone Company Premises that are part of SMARTRing® service. This rate element offers OC-3, OC-3+, OC-12, OC-48, *OC-48+*, or *OC-192+* network capacities.. A summary of the channel interfaces available with each node are specified in B7.7.1 preceding. (C)
- Customer Channel Interface provides DS1, DS3, STS-1, *OC-3, OC-12 and/or OC-48 connectivity* that may take place at each Customer Node of SMARTRing® service. The Customer Channel Interface rate element applies for every interface capacity that originates or terminates at a Customer Node. (C)
- Central Office Node provides ring switching capabilities at Company Central Offices that are a part of SMARTRing® service. This rate element offers OC-3, OC-3+, OC-12, OC-48, *OC-48+*, or *OC-192+* network capacities. A summary of the channel interfaces available with each node are specified in B7.7.1 preceding. (C)
- Central Office Channel Interface provides DS1, DS3, STS-1, *OC-3, OC-12 and/or OC-48 connectivity* that may take place at each Central Office Node located on SMARTRing® service. The Central Office Channel Interface rate element applies for every interface capacity that originates or terminates at a Central Office Node. Customers with DS3 or STS-1 interfaces at the Customer Node electing to connect with DS1 services at a Central Office Node, must obtain a 28-DS1 Channel System. STS-1 interfaces may only connect to other compatible STS-1 services. (C)
- Local Channel (at least one for each Customer Node which is directly connected to the serving wire center), provides for the communications path between a Customer Node and the serving wire center of the premises where located.
- Alternate Central Office Channel (at least one for each Customer Node which is directly connected to an Alternate Central Office), provides for the communications path, *where requested*, between a Customer Node and an Alternate Central Office. (C)
- Interoffice Channel (one for each path between each two directly connected Company Central Offices), provides for the communications path between directly connected Company Central Offices located on a SMARTRing® service.

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.3 Architecture (Cont'd)

A. SMARTRing® Service (Cont'd)

- Internodal Channel (one for each path between two directly connected Customer Nodes), provides for the communications path between two directly connected Customer Nodes located (a) in the same Serving Wire Center area or (b) in the same Office Park/Campus Environment or contiguous property, located in contiguous Serving Wire Center areas.
- Channel Interface Capacity Reallocation (one per node per occurrence), allows the customer to reallocate *channel interfaces on a node subsequent to the initial installation of the channel interfaces*. For example, a customer may initially allocate, activated or spare, eighty-four DS1s at each node on the ring and may subsequently request Channel Interface Capacity Reallocation to drop one DS3 and fifty-six DS1s at each node, or other combination of DS3s and/or DS1s equivalent to an OC-3 network capacity. (C)
- SMARTRing® service OC-3, OC-12, or OC-48 channel interfaces are associated with optical circuits within a SMARTRing® service arrangement. These optical circuits may be provisioned as concatenated. When an optical circuit is provisioned as concatenated, the multiple STS-1s within the optical circuit are provided as a single entity with a single overhead channel. (N)
- SMARTRing® service interfaces may be ordered as asymmetrical (i.e., a circuit enters one node at a lower level interface and exits at another node at a higher level interface) For example, a customer may have a service that connects to a ring via an OC-3 interface at a node. That service is then transported around the ring and connects via an OC-12 interface to another of the customer's services. The allowable asymmetrical interface arrangements for the various ring sizes are as shown in Technical Reference TR-73582. (N)

B7.7.4 Rates and Charges

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing® Service)

1. Local Channel Mileage Rates (All Capacities)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC	
(a) Per Local Channel	\$425.00	-	-	-	-	1HVXX	
(b) Per quarter air mile	-	105.00	83.00	73.00	68.00	1HVAX	
2. Alternate Central Office Channel Mileage Rates (All Capacities)							
(a) Alternate C.O. Channel, per channel	480.00	-	-	-	-	1HAXX	
(b) Per quarter air mile	-	685.00	280.00	175.00	140.00	1HAAX	
3. Interoffice Channel Mileage Rates							
(a) Fixed, OC-3 capacity	145.00	50.00	36.00	32.00	27.00	1HXFX	(T)
(b) Fixed, OC-12 capacity	145.00	145.00	130.00	115.00	105.00	1HXFX	(T)
(c) Per quarter air mile (OC-3 capacity)	-	45.00	32.00	23.00	18.00	1HXAX	(T)
(d) Per quarter air mile (OC-12 capacity)	-	50.00	36.00	30.00	23.00	1HXAX	(T)
(e) Fixed, OC-3+ capacity	145.00	145.00	130.00	115.00	105.00	1HXFX	(T)
(f) Fixed, OC-48 and OC-48+ capacity	145.00	340.00	270.00	260.00	250.00	1HXFX	(T)
(g) Per quarter air mile (OC-3+ capacity)	-	50.00	36.00	30.00	23.00	1HXAX	(T)
(h) Per quarter air mile (OC-48 and 48+ capacity)	-	50.00	36.00	30.00	23.00	1HXAX	(T)
(i) Fixed, OC-192+ capacity	200.00	770.00	635.00	610.00	590.00	1HXFX	(N)
(j) Per quarter air mile (OC-192+ capacity)	-	50.00	36.00	30.00	23.00	1HXAX	(N)

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing® Service) (Cont'd)

4. Internodal Channel Mileage Rates (All Capacities)

	Nonrecurring Charge	Month To Month	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC
(a) Per Internodal Channel, Same Wire Center area	\$505.00	\$-	\$-	\$-	\$-	1HNXX
(b) Per quarter air mile, Same Wire Center	-	1,400.00	535.00	415.00	345.00	1HNWX
(c) Per Internodal Channel, Same Office Park/Campus Environment in Contiguous Serving Wire Center areas	505.00	-	-	-	-	1HNZX
(d) Per quarter air mile, same Office Park/Campus Environment in contiguous Serving Wire Center areas	-	1,600.00	650.00	465.00	390.00	1HNCX

5. Customer Node (per Node)

(a) OC-3 capacity	370.00	2,300.00	990.00	900.00	810.00	SHNC3
(b) OC-3+ capacity	370.00	2,700.00	1,845.00	1,575.00	1,350.00	SHNN5
(c) OC-12 capacity	375.00	3,590.00	1,980.00	1,800.00	1,575.00	SHNC1
(d) OC-48 capacity	375.00	5,220.00	4,410.00	4,050.00	3,510.00	SHNN8
(e) OC-48+ capacity	375.00	5,850.00	4,410.00	4,050.00	3,510.00	SHNN9
(f) OC-192+ capacity	540.00	25,000.00	12,500.00	11,000.00	9,750.00	SHNN2 (N)

6. Customer Channel Interface (per Node)

(a) Per DS1	\$165.00	\$45.00	\$30.00	\$25.00	\$20.00	SHNBB (M)
(b) Per DS3	130.00	170.00	135.00	130.00	125.00	SHNZT (M)
(c) Per STS-1	130.00	220.00	170.00	150.00	140.00	SHN13 (M)
(d) Per OC-3, 2 fiber	130.00	255.00	190.00	170.00	160.00	SHN1D (T)(M)
(e) Per OC-3, 4 fiber	130.00	515.00	380.00	340.00	320.00	SHN15 (T)(M)
(f) Per OC-12, 2 fiber	345.00	745.00	515.00	475.00	440.00	SHN1F (T)(M)
(g) Per OC-12, 4 fiber	345.00	1,490.00	1,030.00	950.00	880.00	SHN19 (T)(M)
(h) Per OC-48, 2 fiber	420.00	1,600.00	1,325.00	1,215.00	1,050.00	SHN1A (N)
(i) Per OC-48, 4 fiber	420.00	3,200.00	2,650.00	2,430.00	2,100.00	SHN1B (N)
(j) Per DS1 within an STS-1 Asymmetrical Arrangement	330.00	25.00	22.00	20.00	18.00	SHNBS (N)
(k) Per DS3 (Asymmetrical with DS1)	360.00	550.00	450.00	400.00	350.00	SHN1T (N)

Material appearing on this page previously appeared on page(s) 66 of this section.

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B7. DIGITAL NETWORK SERVICE

B7.7 Self-Healing Multi-Nodal Alternate Route Topology Ring (SMARTRing®) Service (Cont'd)

B7.7.4 Rates and Charges (Cont'd)

A. Self-healing Multi-nodal Alternate Route Topology Ring (SMARTRing® Service) (Cont'd)

7. Central Office Node (per Node)

	Nonrecurring Charge	Month To	24 to 48 Months	49 to 72 Months	73 to 96 Months	USOC
(a) OC-3 capacity	370.00	1,400.00	990.00	900.00	810.00	SHNH3
(b) OC-3+ capacity	370.00	2,250.00	1,845.00	1,575.00	1,350.00	SHNH5
(c) OC-12 capacity	375.00	2,680.00	1,980.00	1,800.00	1,575.00	SHNH1
(d) OC-48 capacity	375.00	4,860.00	4,110.00	4,050.00	3,510.00	SHNH8
(e) OC-48+ capacity	375.00	5,490.00	4,110.00	4,050.00	3,510.00	SHNH9
(f) OC-192+ capacity	540.00	25,000.00	12,500.00	11,000.00	9,750.00	SHNH6

(M)

8. Central Office Channel Interface (per Central Office Node)

(a) Per DS1	125.00	40.00	35.00	30.00	25.00	SHNCB	
(b) Per DS3	185.00	115.00	85.00	80.00	75.00	SHNYT	
(c) Per STS-1	215.00	150.00	105.00	100.00	90.00	SHNO2	
(d) Per OC-3, 2 fiber	340.00	255.00	190.00	170.00	160.00	SHNCD	
(e) Per OC-3, 4 fiber	340.00	515.00	380.00	340.00	320.00	SHNO4	
(f) Per OC-12, 2 fiber	540.00	745.00	515.00	475.00	440.00	SHNCF	
(g) Per OC-12, 4 fiber	540.00	1,490.00	1,030.00	950.00	880.00	SHNC9	
(h) Per OC-48, 2 fiber	650.00	1,600.00	1,325.00	1,215.00	1,050.00	SHNCJ	(N)
(i) Per OC-48, 4 fiber	650.00	3,200.00	2,650.00	2,430.00	2,100.00	SHNCK	(N)
(j) Per 28 DS1 Channel System (DS3)	140.00	700.00	600.00	550.00	525.00	SHNW8	(T)
(k) Per 28 DS1 Channel System (STS-1)	140.00	750.00	550.00	500.00	450.00	SHNCS	(T)
(l) Per DS1 on 28 DS1 Channel System (DS3)	140.00	18.00	12.00	9.00	8.00	SHNCA	(T)
(m) Per DS1 on 28 DS1 Channel System (STS-1)	155.00	40.00	35.00	30.00	25.00	SHNCG	(T)
(n) Per DS1 within an STS-1 Asymmetrical Arrangement	360.00	25.00	22.00	20.00	18.00	SHNCH	(N)
(o) Per DS3 (Asymmetrical with DS1)	400.00	550.00	450.00	400.00	350.00	SHNCT	(N)

9. Channel Interface Capacity Reallocation

(a) Per Node, Per occurrence			Nonrecurring Charge \$290.00			USOC SHRBC
------------------------------	--	--	------------------------------	--	--	------------

10. Concatenation Rearrangement Charge

	Monthly Rate	Nonrecurring Charge		USOC
	\$-	Initial	Subsequent	
(a) Per OC-3, OC-12 or OC-48 optical circuit rearranged as concatenated or non-concatenated subsequent to the initial installation of the circuit		\$-	\$500.00	NRCCN

B7.8 SMARTPath® Service

B7.8.1 General

A. SMARTPath® service is furnished for Private Line IntraLATA Communications by the Company.

Material previously appearing on this page now appears on page(s) 65 of this section.

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NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

November 21, 2001

VIA EXPRESS MAIL

BellSouth Telecommunications, Inc.
Assistant Vice President
19KK2 SBT 301 W. Bay Street
Jacksonville, FL 32202

RE: Case No. FL01-6581-01

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

At the regular session of the Nassau County Board of County Commissioners held November 19, 2001, the Board approved the Contract Service Arrangement Agreement as referenced above. The signed Agreement is enclosed for signatures of BellSouth officials. Please return the fully executed Agreement to me for our records.

Should you have any questions please call my office.

Sincerely,

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

/ca

Enclosure



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

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Vickie Samus
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Marianne Marshall

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Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

December 3, 2001

BellSouth Telecommunications, Inc.
Assistant Vice President
19KK2 SBT 301 West Bay Street
Jacksonville, FL 32202

Re: Case No. FL01-6581-01

Dear Sirs:

Enclosed for your files is an agreement for the referenced case as approved by the Nassau County Board of Commissioners and executed by the Chairman.

We appreciate your assistance, and if we may furnish any additional information, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jgb

Enclosure