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June 10, 2005

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

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to the BellSouth® General Subscriber Service Tariff. Following are the affected pages:

### **General Subscriber Service Tariff**

Section A2	-	2 <sup>nd</sup> Revised Page 23
Section B2	-	3 <sup>rd</sup> Revised Page 21

The purpose of this filing is to clarify BellSouth's Auto Renewal Provisions implemented in T-05-0331.

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

Your consideration and approval is appreciated.

Sincerely,

Nancy H. Sims (slg)

Nancy H. Sims  
Director  
Regulatory Relations

Attachments

All BellSouth marks contained herein are owned by BellSouth Intellectual Property Corporation

**Executive Summary  
Tariff Package FL-2005-148**

Introduction

On April 15, 2005, BellSouth filed tariff T-05-0331 that introduced auto renewal language in BellSouth's main term agreement programs. This tariff clarifies some of the provisions of T-05-0331.

~~ISSUED: June 28, 2005~~ April 15, 2005

~~EFFECTIVE: July 13, 2005~~ May 1, 2005

BY: Marshall M. Criser III, President -FL ~~Joseph P. Lacher~~  
Miami, Florida

## A2. GENERAL REGULATIONS

(4)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans for Contract Services (Cont'd)

##### F. Moves of Equipment (Cont'd)

2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

##### G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
  - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) No termination charge applies for the remaining portion of the former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.
  - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) A termination charge applies for the remaining portion of former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.

##### H. Renewal Options

1. The customer has the following renewal options:
  - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
  - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
  - d. The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions unless the specific tariff sections states otherwise in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

(N)(C)

~~ISSUED: June 28, 2005 April 15, 2005~~

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Miami, Florida

## B2. REGULATIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

##### 6. Requests for Changes in Length of Optional Payment Period

a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:

(1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- No termination charge applies for the remaining portion of the former payment period.
- Nonrecurring charges will not be reapplied.
- A service order charge will not apply.

(2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the new CSPP effective date.
- A termination charge applies for the remaining portion of former payment period.
- Nonrecurring charges will not be reapplied.
- A service order charge will not apply.

##### 7. Renewal Options

a. The customer has the following renewal options:

(1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

(2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.

(3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.

(4) The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions unless the specific tariff sections states otherwise in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

(b)(c)

b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.

## A2. GENERAL REGULATIONS

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans for Contract Services (Cont'd)

**F.** Moves of Equipment (Cont'd)

2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

**G.** Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
  - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) No termination charge applies for the remaining portion of the former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.
  - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) A termination charge applies for the remaining portion of former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.

**H.** Renewal Options

1. The customer has the following renewal options:
  - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
  - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
  - d. The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions *unless the specific tariff sections states otherwise* in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term. (C)

## B2. REGULATIONS

### B2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### B2.4.9 Optional Payment Plan (Cont'd)

##### A. Channel Services Payment Plan (Cont'd)

6. Requests for Changes in Length of Optional Payment Period
  - a. Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
    - (1) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
      - No credit will be given for payments made during the formerly selected period.
      - The new payment period begins with the new CSPP effective date.
      - No termination charge applies for the remaining portion of the former payment period.
      - Nonrecurring charges will not be reapplied.
      - A service order charge will not apply.
    - (2) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
      - No credit will be given for payments made during the formerly selected period.
      - The new payment period begins with the new CSPP effective date.
      - A termination charge applies for the remaining portion of former payment period.
      - Nonrecurring charges will not be reapplied.
      - A service order charge will not apply.
7. Renewal Options
  - a. The customer has the following renewal options:
    - (1) Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
    - (2) Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.
    - (3) If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in (2) preceding.
    - (4) The Company shall provide subscribers written and/or verbal notification within 180 days prior to expiration of the original term of any Letter of Election executed on or after May 1, 2005. Upon expiration, the Letter of Election shall automatically renew for an additional one-year term under the same rates, terms and conditions ***unless the specific tariff sections states otherwise*** in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
  - b. Service connection charges are not applicable for services renewed under the CSPP. Any new channel equipment and/or facilities added to a customer's network at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.