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May 9, 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 is the affected page:

General Subscriber Service Tariff

Section A16 - Second Revised Page 1

The purpose of this filing is to clarify and revise language in a previously filed tariff.

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

EXECUTIVE SUMMARY

Introduction

The purpose of this filing is to provide clarification to a previously filed tariff. In Section A16.1.2.A of this filing, BellSouth has added language to clarify that the tariff will apply only to those telecommunications providers that do not have an interconnection agreement that provides for payment of transit service. The language also states that charges in this tariff will not apply to any carrier who has an expired interconnection agreement providing for payment of transit traffic service provided that the carrier is engaged in ongoing negotiations or arbitration for a new interconnection agreement and the former agreement provides for continuing application during that period.

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES (N)

A16.1 Transit Traffic Service (N)

A16.1.1 Terms and Definitions (N)

- A. Telecommunications Service Provider - a provider of local and/or access telecommunications service who is legally certified to provide service within the state of Florida, or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service (CMRS). For purposes of this tariff, this definition includes, but is not limited to, CMRS providers, Competitive Local Exchange Carriers (CLECs) and Independent Telephone Companies (ICOs). (N)
- B. Transit Traffic – Local Traffic originating on one Telecommunications Service Provider’s network that is delivered by BellSouth to a different Telecommunications Service Provider’s network for termination. (N)
- C. Transit Traffic Service – BellSouth’s provision of the functions to allow a Telecommunications Service Provider to send and receive Transit Traffic. (N)
- D. Local Traffic – for purposes of this tariff; (N)
 - 1. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit switched call transiting BellSouth’s network that originates from and terminates to carriers other than BellSouth, and for which BellSouth does not collect toll charges or access charges, either directly or indirectly, as the intraLATA toll provider for the end user. This traffic includes ICO-to-ICO traffic, CLEC-to-ICO traffic, ICO-to-CLEC traffic, and CLEC-to-CLEC traffic; or (N)
 - 2. For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-wireline traffic, Local Traffic is any circuit switched call originating from and terminating to carriers other than BellSouth and transiting BellSouth’s network that originates and terminates within the same Major Trading Area (MTA), subject to BellSouth’s LATA restrictions. An MTA is the largest FCC-authorized wireless license territory which serves as the definition of local service area for CMRS traffic as defined in 47 C.F.R 24.202(a). This traffic includes, but is not limited to, CMRS-to-CMRS, CMRS-to-ICO, ICO-to-CMRS, CLEC-to-CMRS and CMRS-to-CLEC calls. (N)

A16.1.2 Rules and Regulations (N)

- A. This tariff provides the rates, terms and conditions for BellSouth’s provision of Transit Traffic Service. Pursuant to this tariff, charges for Transit Traffic Service in this tariff shall apply only to those Telecommunications Service Providers that do not have an interconnection agreement with BellSouth providing for payment for transit traffic service for any particular type of Transit Traffic as described in B. following. Charges for Transit Traffic Service in this tariff shall not be applied to any carrier who has an expired interconnection agreement providing for payment for transit traffic service if the carrier is engaged in ongoing negotiation or arbitration for a new interconnection and the former agreement provides for continuing application during that period. (C) (N)
- B. If Transit Traffic is specifically addressed in a separate agreement between BellSouth and the originating Telecommunications Service Provider, then the rates, terms and conditions contained in that separate agreement will apply in lieu of this tariff. If such separate agreement is limited to certain types of traffic or carriers, then the separate agreement will apply to those traffic types or carriers, and this tariff will continue to apply to any traffic types and carriers not covered under the separate agreement. (N)
- C. BellSouth offers Transit Traffic Service only for Transit Traffic that is intended to terminate to a Telecommunications Service Provider whose network is directly interconnected with BellSouth’s network. Where BellSouth accepts Transit Traffic from a Telecommunications Service Provider, BellSouth is not liable or responsible for payment to the terminating carrier. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing BellSouth’s Transit Traffic Service for the delivery of Transit Traffic, the originating Telecommunications Service Provider is committing to establishing a traffic exchange agreement or other appropriate agreement to address compensation between the originating Telecommunication Service Provider and the terminating carrier(s). (N)
- D. Notwithstanding anything in C. preceding to the contrary, in the event that the terminating Telecommunications Service Provider imposes on BellSouth any charges or costs for the delivery of Transit Traffic, the originating Telecommunications Service Provider utilizing BellSouth’s Transit Traffic Services pursuant to this tariff shall reimburse BellSouth for such charges or costs. (N)
- E. BellSouth, as the tandem switching provider for Transit Traffic, will generate and deliver to the terminating Telecommunications Service Provider industry standard call detail records, where available, for its use in billing the originating Telecommunications Service Provider for the termination of Transit Traffic. Notwithstanding the foregoing, unavailability of such call detail records does not relieve the originating Telecommunications Service Provider of its obligation to pay the charges for Transit Traffic Service as specified in this tariff, nor does it create any liability to the terminating Telecommunications Service Provider on the part of BellSouth. (N)

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

A16.1 Transit Traffic Service

A16.1.1 Terms and Definitions

- A. Telecommunications Service Provider - a provider of local and/or access telecommunications service who is legally certified to provide service within the state of Florida, or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service (CMRS). For purposes of this tariff, this definition includes, but is not limited to, CMRS providers, Competitive Local Exchange Carriers (CLECs) and Independent Telephone Companies (ICOs).
- B. Transit Traffic – Local Traffic originating on one Telecommunications Service Provider’s network that is delivered by BellSouth to a different Telecommunications Service Provider’s network for termination.
- C. Transit Traffic Service – BellSouth’s provision of the functions to allow a Telecommunications Service Provider to send and receive Transit Traffic.
- D. Local Traffic – for purposes of this tariff;
 - 1. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit switched call transiting BellSouth’s network that originates from and terminates to carriers other than BellSouth, and for which BellSouth does not collect toll charges or access charges, either directly or indirectly, as the intraLATA toll provider for the end user. This traffic includes ICO-to-ICO traffic, CLEC-to-ICO traffic, ICO-to-CLEC traffic, and CLEC-to-CLEC traffic; or
 - 2. For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-wireline traffic, Local Traffic is any circuit switched call originating from and terminating to carriers other than BellSouth and transiting BellSouth’s network that originates and terminates within the same Major Trading Area (MTA), subject to BellSouth’s LATA restrictions. An MTA is the largest FCC-authorized wireless license territory which serves as the definition of local service area for CMRS traffic as defined in 47 C.F.R 24.202(a). This traffic includes, but is not limited to, CMRS-to-CMRS, CMRS-to-ICO, ICO-to-CMRS, CLEC-to-CMRS and CMRS-to-CLEC calls.

A16.1.2 Rules and Regulations

- A. This tariff provides the rates, terms and conditions for BellSouth’s provision of Transit Traffic Service. *Pursuant to this tariff, charges for Transit Traffic Service in this tariff shall apply only to those Telecommunications Service Providers that do not have an interconnection agreement with BellSouth providing for payment for Transit Traffic Service for any particular type of Transit Traffic as described in B. following. Charges for Transit Traffic Service in this tariff shall not be applied to any carrier who has an expired interconnection agreement providing for payment for Transit Traffic Service if the carrier is engaged in ongoing negotiation or arbitration for a new interconnection and the former agreement provides for continuing application during that period.* (C)
- B. If Transit Traffic is specifically addressed in a separate agreement between BellSouth and the originating Telecommunications Service Provider, then the rates, terms and conditions contained in that separate agreement will apply in lieu of this tariff. If such separate agreement is limited to certain types of traffic or carriers, then the separate agreement will apply to those traffic types or carriers, and this tariff will continue to apply to any traffic types and carriers not covered under the separate agreement.
- C. BellSouth offers Transit Traffic Service only for Transit Traffic that is intended to terminate to a Telecommunications Service Provider whose network is directly interconnected with BellSouth’s network. Where BellSouth accepts Transit Traffic from a Telecommunications Service Provider, BellSouth is not liable or responsible for payment to the terminating carrier. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing BellSouth’s Transit Traffic Service for the delivery of Transit Traffic, the originating Telecommunications Service Provider is committing to establishing a traffic exchange agreement or other appropriate agreement to address compensation between the originating Telecommunication Service Provider and the terminating carrier(s).
- D. Notwithstanding anything in C. preceding to the contrary, in the event that the terminating Telecommunications Service Provider imposes on BellSouth any charges or costs for the delivery of Transit Traffic, the originating Telecommunications Service Provider utilizing BellSouth’s Transit Traffic Services pursuant to this tariff shall reimburse BellSouth for such charges or costs.
- E. BellSouth, as the tandem switching provider for Transit Traffic, will generate and deliver to the terminating Telecommunications Service Provider industry standard call detail records, where available, for its use in billing the originating Telecommunications Service Provider for the termination of Transit Traffic. Notwithstanding the foregoing, unavailability of such call detail records does not relieve the originating Telecommunications Service Provider of its obligation to pay the charges for Transit Traffic Service as specified in this tariff, nor does it create any liability to the terminating Telecommunications Service Provider on the part of BellSouth.