

ORIGINAL

Filings@psc.state.fl.us

From: Fatool, Vicki [Vicki.Fatool@BellSouth.com]
Sent: Friday, April 09, 2004 12:50 PM
To: Filings@psc.state.fl.us
Subject: Docket No. 031132-TP (Key Customer Docket) Status Report Letter
Importance: High

<<031132-TP>>

A. Vicki Fatool
Legal Secretary to Nancy White
BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130
(305) 347-5560
vicki.fatool@bellsouth.com

B. Docket No. 031132-TP - Petition for Suspension of or Stay of Effective Date of BellSouth Telecommunications, Inc.'s 2004

Key Customer Promotional Tariff Filing of December 17, 2003 by Florida Digital Network, Inc. d/b/a FDN Communications

C. BellSouth Telecommunications, Inc.
on behalf of Nancy H. Sims

D. 9 pages total (includes letter, certificate and Attachments A, B, and C)

E. Letter to Blanca Bayo from Nancy H. Sims
Re: 30 Day status report following the conference call held on March 10, 2004

"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers."
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DOCUMENT NUMBER-DATE

04429 APR-9 8

FPSC-COMMISSION CLERK

4/9/2004

BellSouth Telecommunications, Inc.
Regulatory Relations
150 South Monroe Street
Suite 400
Tallahassee, FL 32301

nancy.sims@bellsouth.com

Nancy H. Sims
Director

850 222 1201
FAX 850 222 8640

ORIGINAL

April 9, 2004

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**RE: 031132-TP – Petition for Suspension of or Stay of Effective Date
of BellSouth Telecommunications, Inc.'s 2004 Key Customer
Promotional Tariff Filing of December 17, 2003 by Florida Digital
Network, Inc. d/b/a FDN Communications**

Dear Ms. Bayo:

As a result of the conference call held between the Staff and the parties in the above captioned matter on March 10, 2004, BellSouth has agreed to the following:

- (1) BellSouth has revised the 2004 Key Customer term agreement to clarify that tariffed rates will resume at the end of the original term if the contract is not renewed or at the end of the renewal term. See Attachment A, paragraph 6.
- (2) BellSouth has drafted a renewal reminder letter that include provisions that the renewal letter must be "dated by" 60 days prior to the expiration of the original agreement. Note that this is a draft only and subject to change. See Attachment B.
- (3) BellSouth has revised the 2004 Key Customer term agreement and tariff to reflect that renewal reminders will be provided beginning approximately 180 days from the expiration of the term agreement, based on the billing cycle. See Attachment A, Paragraph 6 and Attachment C.

DOCUMENT NUMBER-DATE

04429 APR -9 8

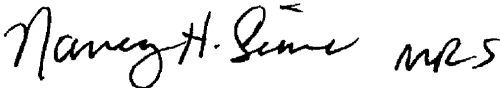
FPSC-COMMISSION CLERK

- (4) BellSouth has revised the 2004 Key Customer term agreement and tariff to clarify that the service that must be left behind in order to avoid termination liability must be service included in the Key Customer plan. See Attachment A, paragraph 7 and Attachment C.
- (5) BellSouth has revised the 2004 Key Customer tariff to include the definition of "Special Promotional Awards". See Attachment C.

At this time, BellSouth does not plan to make any of the above described modifications in states other than Florida. Moreover, the start date of the 2004 Key Customer term agreement will remain the date BellSouth's systems accept the agreement.

As information, please be advised that the start date for all long term agreements is listed on the Customer Service Record. While the end date is not so listed, BellSouth's term agreements are either 24 or 36 months in length and, therefore, the end date can be calculated easily. BellSouth's billing system does not automatically generate termination liability notices if some level of service remains on the plan.

Sincerely,

Handwritten signature of Nancy H. Sims in cursive script, followed by the initials "NHS".

Nancy H. Sims
Director - Regulatory Relations

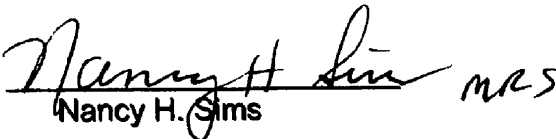
cc: Parties of Record
Beth Salak
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

CERTIFICATE OF SERVICE
Docket No. 031132-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and First Class U. S. Mail this 9th day of April, 2004 to the following:

Felicia Banks
Linda Dodson
Staff Counsels
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(850) 413-6212
fbanks@psc.state.fl.us
ldodson@psc.state.fl.us

Matthew Feil
FDN Communications
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
Tel. No. (407) 835-0460
mfeil@floridadigital.net


Nancy H. Sims



BellSouth® Key Customer Program Subscriber Election - Florida

The undersigned Subscriber desires to participate in the BellSouth KeyCustomer Program (the "Program"), and agrees to the following

- 1. Subscriber is an existing BellSouth Telecommunications, Inc ("BellSouth") business services subscriber located in Florida and has Monthly Billed BellSouth Regulated Charges* (as defined in the applicable BellSouth tariff) at each such location between \$75 and \$3,000 excluding hunting, analog private line, SDN PRI, BIST1, Frame Relay and MegaLink charges. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff ("G S S T ") or Private Line Services Tariff for a minimum of twenty-four (24) or thirty-six (36) months from the enrollment date in the Program. Participation in the Program begins on the date the Subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending upon the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement. Subscriber will earn for each such month of the term a reward in an amount equal to the applicable reward percentage multiplied by the Subscriber's Monthly Billed BellSouth Regulated Charges, in addition, if applicable, Subscriber will earn for each month of the term a reward for Hunting Service equal to the applicable reward percentage multiplied by the Subscriber's hunting charge.
2. Subscriber agrees to the following term and reward (Check One): (Initial)

Table with 3 columns: Monthly Billed BellSouth Regulated Charges*, Term, and Reward Percentage. Rows include \$75 - \$3,000.00 and Hunting Bonus Reward.

*The Monthly Billed BellSouth Regulated Charges consist of end-user monthly billed BellSouth regulated charges at qualifying locations excluding, non-Program services, non-regulated charges, other fees or surcharges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party services), and charges for services provided by other companies

- 3. The Hunting Reward will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the election Subscriber chooses. (Hunting is also defined as Rotary Line Service) Complete Choice for Business customers are not eligible to receive the hunting reward.
4. Subscribers who participate in the promotion and also subscribe to newservice during the promotional period will not be billed for the line connection charges associated with the service order. This will include the line connection charge (first and additional lines, line equivalents and trunk).
5. The applied rewards for any given month will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. Subscriber will receive the reward associated with Subscriber's Monthly Billed BellSouth Regulated Charges* (as defined in the applicable BellSouth tariffs) for the respective month in each state while this term election is in effect. If such charges fall below the minimum charges per month, rewards will not be applied for such locations. Should Subscriber's charges exceed the \$3,000 requirement the Subscriber will only receive the maximum reward allowed under this Program for charges up to \$3,000. (Initial)

6. Unless the Subscriber notifies BellSouth in writing of its intent not to renew for another like term under the Program at least 60 days prior to expiration, then upon expiration of the initial term, the term election agreement shall automatically renew for another term as initially selected. BellSouth will provide written and/or verbal reminders to the Subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending on the Subscriber's billing cycle. If the Subscriber does not renew the Agreement for another term or at the expiration of the renewed term, the Subscriber agrees to pay full tariffed charges for services. (Initial)

7. In the event the Subscriber terminates the term election agreement, the Subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term. These charges will appear on the Subscriber's final bill as a charge in the OC&C section. No charge will be assessed if the Subscriber maintains some level of local regulated service with BellSouth under this agreement for the agreed upon term. Payment of this charge does not release the Subscriber from other previous amounts owed to BST. (Initial)

Table with 2 columns: Monthly Billed BellSouth Regulated Charges* and Set charge to be multiplied by number of months remaining on term. Row includes \$75 - \$3,000 and \$30.

- 8. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.
9. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.
10. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
11. This term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as maybe made from time to time.
12. I understand that my signature constitutes my company's (as set forth below) enrollment in the BellSouth KeyCustomer Program under this term election agreement and the applicable tariffs; I have authority to commit my company to this term election agreement.

Form fields for Subscriber information: Business Name on account, Business Address, City/State, Business Telephone Number, Additional Business Telephone Number(s), E-Mail Address (optional), Signature, Print Name, Title, Date.

Version 040904

Representative Name CUID

Telephone # for Questions Migration Term Agreement

Attachment B

PROPOSED DRAFT – UNDER REVIEW AND SUBJECT TO CHANGE

NOTICE: Your term election agreement will automatically renew.

XXX-XXX-XX-XXXX
Sample A Sample
ABC Company
Suite 1-A
123 Any Street
Anytown, US 12345-6789
****BAR CODE ****

TERM AGREEMENT AUTOMATIC RENEWAL NOTICE: Key Customer Rewards. Local Service Savings.

Key Customer term agreement expiration: [Month XX, 20XX]
Current Key Customer local service reward: [XX%]
Estimated continued Key Customer savings over the next [XX] months: [\$X,XXX]

Dear Sample A. Sample,

We hope you have enjoyed the savings that comes with your Key Customer term election agreement. As provided in the notice above, [ABC Company] can save up to \$X,XXX over the next XX months after the initial term ends by continuing to participate in this program — a decision that has clearly paid off in the past and will continue to do the same in the future.

We are pleased to automatically renew your participation in our BellSouth Key Customer Program — so you can continue receiving a [XX]% savings every month based upon your local tariffed BellSouth bill. No action is needed on your part to renew your Key Customer term election agreement. **Your renewal occurs automatically.**

As provided in the Key Customer term election agreement that you previously signed, **if you choose not to have your term election agreement renewed, you will need to notify us in writing dated at least 60 days prior to the expiration date of [Month XX, 20XX].**

If you have questions or prefer to discontinue your program membership, simply call your BellSouth Account Executive, Longfirstname LongLastname, at 1.XXX.XXX.XXXX to receive a form to terminate your participation in the Key Customer Program.

We look forward to providing you with more Key Customer rewards and more valuable communications solutions as your business prospers.

Thank you for choosing BellSouth.

Sincerely,

John Irwin
Vice President of Marketing
BellSouth Small Business Services

This rewards estimate is based on your average local phone bill for the past three months, your selection of a 36-month term election agreement and any hunting (rollover) rewards that apply. Available to BellSouth business customers without current volume and term contracts or other term agreements, unless otherwise noted. Participation in this offer requires monthly spend of \$75-\$3000 for local exchange regulated services and a 36-month term election agreement; reduced term available with reduced savings. Savings for multiple locations may differ. Certain service revenue exclusions apply and may vary by state, charges may apply for early termination. Other restrictions may apply. See Subscriber Election Conditions. Offer expires December 31, 2004. Call for details ©2004 BellSouth Corporation. All rights reserved. All BellSouth trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

Attachment B

PROPOSED DRAFT – UNDER REVIEW AND SUBJECT TO CHANGE

Legal .

1 This rewards estimate is based on your average local phone bill for the past three months, your selection of a 36-month term election agreement and any hunting (rollover) rewards that apply. Available to BellSouth business customers without current volume and term contracts or other term agreements, unless otherwise noted. Participation in this offer requires monthly spend of \$75-\$3000 for local exchange regulated services and a 36-month term election agreement; reduced term available with reduced savings. Savings for multiple locations may differ. Certain service revenue exclusions apply and may vary by state; charges may apply for early termination; other restrictions may apply. See Subscriber Election Conditions. Offer expires December 31, 2004. Call for details. ©2004 BellSouth Corporation. All rights reserved. All BellSouth trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

BellSouth® Key Customer Program Subscriber Non-Renewal Form

The undersigned Subscriber desires not to continue participation in the BellSouth Key Customer Program (the "Program") once the initial term has expired.

I, _____ (representing the Subscriber) do not wish for the current Key Customer Program to renew for another like term. I am notifying BellSouth of my intent not to renew the Key Customer Program for another like term at least 60 days prior to the expiration date. I understand by electing not to renew the Key Customer Program, I am agreeing to pay full tariffed charges for services after the initial term expires.

I understand that my signature constitutes my company's (as set forth below) choice not to renew the BellSouth Key Customer Program under the term election agreement and the applicable tariffs; I have authority to commit my company to this agreement.

SUBSCRIBER: _____ (Business Name on account)	_____
By: _____ (Signature)	_____
_____	(Business Address)
Print Name	_____
_____	(City/State)
Title	_____
_____	(Business Telephone Number)
Date	_____
	(Additional Business Telephone Number(s))

	(E-Mail Address (optional))

Representative Name

CUID _____

Telephone # for Questions -

BELL SOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: December 17, 2003
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

EFFECTIVE: January 2, 2004

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	2004 Key Customer Promotion (Cont'd)		
	subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth) Depending on the subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the subscriber's term election agreement order. Subscribers will earn for each such month of the term a reward in an amount equal to the applicable reward percentage times subscriber's Monthly Billed BellSouth Regulated Charges, in addition, if applicable, the subscriber will earn for each month of the term a reward for Hunting Service equal to the applicable reward percentage times subscriber's Hunting charge		
	-- In the event the subscriber terminates the term election agreement, the subscriber agrees to pay liquidated damages to BellSouth as provided below based upon the number of months remaining on the term, plus any special promotional rewards received. <u>Special promotional rewards apply to nonrecurring one-time rewards provided for signing up for the 2004 Key Customer Program.</u> These charges will appear on the subscriber's final bill as a charge in the Other Charges & Credits section. No charge will be assessed if the subscriber maintains some level of local regulated service with BellSouth, <u>under this agreement</u> , for the agreed upon term. Payment of this charge does not release the subscriber from other previous amounts owed to BellSouth.		(1) (b)

DRAFT

DRAFT

BELL SOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: December 17, 2003
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 33.23

EFFECTIVE: January 2, 2004

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are on file with the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
BellSouth's Service Territory -- From Central Office where services are available	2004 Key Customer Promotion (Cont'd)	Set charge to be multiplied by number of months remaining on term after disconnect \$30	(N) (N) (N)
	-- Subscribers with BellSouth Centrex service, BellSouth MultiServ service and BellSouth ESSX with Secondary Location Addresses not meeting the per location revenue requirement may have all locations participate as long as it is billed under the same account and at least one location is located in a specified wire center.		(N)
	-- Once enrolled, if the subscriber moves to a location outside the specified wire center, the term election agreement will continue throughout the remaining term.		(N)
	-- Unless the subscriber notifies BellSouth in writing of its intent not to renew for another like Term under the Promotion at least sixty days (60) prior to expiration, then upon expiration of the initial Term, the Agreement shall be automatically renewed for the same Term initially selected. <u>BellSouth will provide written and/or verbal reminders to the subscriber of the term election agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending on the subscriber's billing cycle.</u>		(D) (N)
	-- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this promotion.		(N)
	-- The term election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.		(N)

DRAFT

DRAFT