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ORIGINAL

050570-TP

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August 26, 2005

Ms. Blanca Bayo, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Hand Delivery

RE: Joint Petition of TDS Telecom d/b/a TDS Telecom/Quincy Telephone, Northeast Florida Telephone Company d/b/a NEFCOM, GTC, Inc. d/b/a GT Com, Smart City Telecommunications, LLC d/b/a Smart City Telecom, ITS Telecommunications Systems, Inc. and Frontier Communications of the South, LLC, Requesting a Generic Investigation of Third-Party Transit Traffic Arising From Proposed Transit Traffic Tariff filed by BellSouth Telecommunications, Inc.

Dear Ms. Bayo:

Enclosed for filing in the above docket on behalf of TDS Telecom d/b/a TDS Telecom/Quincy Telephone, Northeast Florida Telephone Company d/b/a NEFCOM, GTC, Inc. d/b/a GT Com, Smart City Telecommunications, LLC d/b/a Smart City Telecom, ITS Telecommunications Systems, Inc. and Frontier Communications of the South, LLC ("Joint Petitioners") are the original and fifteen copies of the Joint Petitioners' Petition Requesting a Generic Investigation of Third-Party Transit Traffic Arising from Proposed Transit Traffic Tariff filed by BellSouth Telecommunications, Inc.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me. Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

KAH/rl
Enclosures
I:\gtcom\Bayo LTR 082305.wpd

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

08225 AUG 26 05

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint Petition of TDS Telecom d/b/a)
TDS Telecom/Quincy Telephone,)
Northeast Florida Telephone Company)
d/b/a NEFCOM, GTC, Inc. d/b/a GT Com,)
Smart City Telecommunications, LLC)
d/b/a Smart City Telecom, ITS Telecommu-)
nications Systems, Inc. and Frontier)
Communications of the South, LLC,)
Requesting a Generic Investigation of)
Third-Party Transit Traffic Arising from)
the Transit Traffic Service Tariff filed by)
BellSouth Telecommunications, Inc.)
_____)

Docket No. 050570 -- TP

Filed: August 26, 2005

**JOINT PETITION OF TDS TELECOM D/B/A
TDS TELECOM/QUINCY TELEPHONE,
NORTHEAST FLORIDA TELEPHONE
COMPANY D/B/A NEFCOM, GTC, INC., D/B/A
GT COM, SMART CITY TELECOMMUNICATIONS, LLC
D/B/A SMART CITY TELECOM, ITS TELECOMMUNICATIONS
SYSTEMS, INC. AND FRONTIER COMMUNICATIONS OF THE
SOUTH, LLC, REQUESTING A GENERIC INVESTIGATION
OF THIRD-PARTY TRANSIT TRAFFIC ARISING FROM THE
TRANSIT TRAFFIC SERVICE TARIFF FILED BY
BELLSOUTH TELECOMMUNICATIONS, INC.**

COME NOW, TDS Telecom d/b/a TDS Telecom/Quincy Telephone, Northeast Florida Telephone Company d/b/a NEFCOM, GTC, Inc., d/b/a GT Com, Smart City Telecommunications, LLC d/b/a Smart City Telecom, ITS Telecommunications Systems, Inc. and Frontier Communications of the South, LLC ("Joint Petitioners") and hereby file this Joint Petition requesting the Florida Public Service Commission ("Commission") to open a generic investigation addressing the full range of issues raised by the Transit Traffic Service Tariff ("Transit Tariff") filed by BellSouth Telecommunications, Inc. ("BellSouth") through a formal

DOCUMENT NUMBER-DATE

08225 AUG 26 05

FPSC-COMMISSION CLERK

administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes. In support of this Joint Petition, the Joint Petitioners state as follows:

1. The names and addresses of the Joint Petitioners are:

TDS Telecom
Attn: Mr. Thomas M. McCabe
P. O. Box 189
Quincy, Florida 32353-0189
(850) 875-5207 (Telephone)
(850) 875-5225 (Telecopier)

Northeast Florida Telephone
Company
d/b/a NEFCOM
Attn: Ms. Deborah Nobles
505 Plaza Circle
Orange Park, Florida 32073
(904) 688-0029 (Telephone)
(904) 688-0025 (Telecopier)

Smart City Telecommunications,
LLC d/b/a Smart City Telecom
Attn: Ms. Lynn Hall
P. O. Box 22555
Lake Buena Vista, Florida 32830-
2555
(407) 828-6730 (Telephone)
(407) 828-6734 (Telecopier)

GTC, Inc. d/b/a GT Com
Attn: Mr. R. Mark Ellmer
P. O. Box 220
502 Fifth Street
Port St. Joe, Florida 32457
(850) 229-7135 (Telephone)
(850) 229-8724 (Telecopier)

ITS Telecommunications Systems,
Inc.
Attn: Mr. Jeff Leslie
P. O. Box 277
Indiantown, Florida 34956
(772) 597-2827 (Telephone)
(772) 597-2110 (Telecopier)

Frontier Communications of the
South, LLC
Attn: Ms. Angie McCall
300 Bland St.
Bluefield, WV 24701
(304) 325-1688 (Telephone)
(304) 325-1483 (Telecopier)

2. All pleadings, documents, correspondence, notices, staff recommendations and orders filed, served or issued in this docket should be served on the following on behalf of the Joint Petitioners:

Kenneth A. Hoffman, Esquire
Martin P. McDonnell, Esquire
Marsha E. Rule, Esquire
Rutledge, Ecenia, Purnell & Hoffman
215 South Monroe Street, Suite 420
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2120 L Street, NW
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Washington, DC 20037
(202) 828-5510 (Telephone)
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3. Joint Petitioners file this Petition for the purposes of: (a) requesting the Commission to initiate a generic investigation to ensure the issues raised by BellSouth's Transit Tariff are identified and addressed by all third-party traffic providers; and (b) requesting that the Commission schedule a formal administrative hearing to address the issues raised in this Petition and any and all issues arising through the discovery process or timely raised by other parties.

4. Joint Petitioners are certificated in Florida as small local exchange telecommunications companies as defined by Sections 364.02(7) and 364.052(1), Florida Statutes ("small LECs"), and are also "Rural Incumbent Local Exchange Carriers", a type of "Telecommunications Service Provider" as defined by Section A16.1.1.A. of the Transit Tariff.

5. On January 27, 2005, BellSouth Telecommunications, Inc. ("BellSouth") filed the Transit Tariff with the Commission. The Transit Tariff included a proposed effective date of February 11, 2005. The Transit Tariff and correspondence filed by BellSouth therewith is

attached hereto as Exhibit A.¹ According to BellSouth's "Executive Summary", the purpose of the tariff filing was to introduce "rates, terms, and conditions for its Transit Tariff Service in the General Subscribers Services Tariff." The Transit Tariff defines "Transit Traffic" as "Local Traffic originating on one Telecommunications Service Provider's² network that is delivered by BellSouth to a different Telecommunications Service Provider's network for termination."³ The Transit Tariff provides the rates, terms and conditions for BellSouth's provision of Transit Traffic Service where such rates, terms and conditions are not otherwise specifically addressed by agreement between BellSouth and an originating Telecommunications Service Provider.⁴

6. The Joint Petitioners are Telecommunications Service Providers subject to and as defined by BellSouth's Transit Tariff. The Joint Petitioners are not parties to separate written agreements with BellSouth specifically addressing the rates, terms and conditions for BellSouth's provision of Transit Traffic Service.

7. On February 11, 2005, the Joint Petitioners filed a Petition in Docket No. 050119-TL objecting to and requesting suspension of BellSouth's Transit Tariff, and requesting the Commission to conduct a formal administrative hearing concerning the Transit Tariff pursuant to Section 120.569 and 120.57(1), Florida Statutes. Pursuant to Order No. PSC-05-0517-PAA-TP issued May 11, 2005 (the "PAA Order"), the Commission issued Proposed Agency Action consolidating Docket No. 050119-TP with Docket No. 050125-TP, a docket initiated by AT&T's

¹ On May 9, 2005, BellSouth filed a revised transit tariff that merely provided clarification of the tariff filed January 27, 2005. A copy of the revised transit tariff and correspondence filed therewith is attached hereto as Exhibit B.

² Section A16.1.1A of the Transit Tariff defines "Telecommunications Service Provider" to include providers of local telecommunications service who are legally certified to provide service within the State of Florida, including Independent Telephone Companies such as the Joint Petitioners.

³See Section A16.1.1B of the Tariff.

⁴See Section A16.1.1A and B of the Tariff.

Petition and Complaint for Suspension and Cancellation of the Transit Tariff. The PAA Order also preliminarily denied suspension of the Transit Tariff but determined that revenues from the Transit Tariff must be held by BellSouth subject to refund pending the outcome of the proceedings. On June 6, 2005, the Commission issued Order No. PSC-05-0623-CO-TP consummating the preliminary decisions of the Commission in the PAA Order.

8. Pursuant to the Transit Tariff, BellSouth seeks to impose a requirement for an originating local exchange company (“LEC”) to deliver traffic to a point of interconnection beyond its network and impose transit fees upon the LEC for delivering that traffic. The Transit Tariff purports to impose obligations, including but not limited to financial, network design and operational obligations, on Joint Petitioners that did not exist prior to said Tariff and were never part of the long-standing, historical carrier-to-carrier relationship and course of conduct and dealing between BellSouth and Joint Petitioners governing the exchange of telecommunications traffic.

9. Subject to discovery and further development of the record in this proceeding, Joint Petitioners anticipate that disputed issues of material fact, law and policy may include, but are not limited to, the following:⁵

- a. Is BellSouth’s Transit Tariff the appropriate mechanism to address the terms and conditions for transit service provided by BellSouth or should these terms be established by BellSouth through negotiation and interconnection agreements?
- b. What are the terms and conditions, and rights and obligations that BellSouth should be required to establish with the small LECs for BellSouth’s provision of transit services to third party CLECs and CMRS providers?

⁵ Joint Petitioners have framed preliminary issues in the context of the BellSouth Transit Tariff with the understanding that such issues may be expanded and may be framed more broadly to capture other carriers who intervene or are subject to determinations of the Commission in these dockets.

- c. If a CLEC or CMRS provider uses the services of a tandem provider such as BellSouth under which the tandem provider delivers traffic to a small LEC network, what terms and conditions should the CLEC or CMRS provider be required to establish with the third party small LEC?
- d. Over which trunk groups does BellSouth currently deliver third party traffic to the small LEC networks?
- e. Should BellSouth be allowed to commingle multiple carrier (CLEC and CMRS provider) traffic over trunk groups established by BellSouth for other purposes? Should EAS trunks be utilized for multiple carrier commingled traffic? If EAS trunks are to be used, then under what specific terms and conditions?
- f. At what threshold of traffic volume should CLECs and CMRS providers be required to establish actual direct interconnection with a small LEC?
- g. Assuming that BellSouth's tariff is appropriate, how should the tariffed rate for transport and switching of transit traffic be determined and what should the rate be?
- h. Which carrier should be responsible for providing compensation to BellSouth for the provision of the transit transport and switching services?
- i. How should ISP-bound traffic be treated among the carriers?
- j. If a small LEC were to incur new expenses in the form of payment of charges to BellSouth for transit services, how should the small LEC recover these costs?
- k. What obligations should BellSouth have with respect to:
 - 1. proper routing and trunking of traffic;
 - 2. delivering traffic in a manner that the small LECs can accurately and completely identify and measure components of traffic by carrier and jurisdiction;
 - 3. assisting in ensuring that third parties comply with all interconnection and compensation requirements; and
 - 4. responsibility for all residual traffic not attributed to some third party carrier.
- l. What information should BellSouth be required to provide to carriers to which BellSouth's transit service charge may be assessed?

- m. How are disputes which will necessarily involve multiple carriers be resolved with BellSouth and all third parties?
- n. What are the competitive advantages afforded BellSouth as a result of the central role it occupies with respect to its transit service, and how should these advantages be addressed?
- o. How should the rights of the small LECs to design and deploy their own network switching hierarchy and trunking arrangements without interference from BellSouth be addressed? What will be the terms under which a small LEC can terminate its subtending arrangement with BellSouth and establish its own tandem arrangement?

10. The Joint Petitioners maintain that the Commission's resolution of the disputed issues of fact, law and policy arising from Joint Petitioners' challenge to BellSouth's Transit Tariff will directly impact all third-party providers such as Competitive Local Exchange Companies and Commercial Mobile Radio Service Providers that are subject to the Transit Tariff, and could have precedential impact on other local exchange telecommunications companies. Therefore, Joint Petitioners request that the Commission initiate a generic docket to ensure that all issues raised by BellSouth's Transit Tariff are identified and addressed, and that the Commission's decision with respect to BellSouth's Transit Service is based on a complete record which includes the input and positions of any and all substantially affected telecommunications companies and third-party providers.⁶

11. Pursuant to Chapters 120 and 364, Florida Statutes, and applicable Commission and FCC rules and orders, the Commission should schedule a formal administrative hearing to, among other things, consider and resolve the factual, legal and policy issues, including but not

⁶ The Commission has instituted a number of generic proceedings, including generic proceedings opened in response to a petition filed by BellSouth, to address intercarrier obligations and issues affecting multiple carriers arising under Sections 251 and/or 252 of the Federal Telecommunications Act of 1996. *See, e.g.*, Docket Nos. 990649-TP (unbundled network elements), 981834-TP and 990321-TP (collocation), 041338-TP (hot cuts and batch hot cuts for UNE-P to UNE-L conversions), and 041269-TL (BellSouth petition to establish generic docket to consider amendments to interconnection agreements resulting from changes of law).

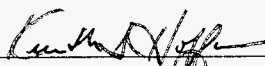
limited to intercarrier compensation, network architecture and network operational issues arising out of BellSouth's Transit Tariff and relative to the exchange of transit traffic in general. The Commission should enter a final order canceling BellSouth's Transit Tariff, requiring BellSouth to provide refunds pursuant to the PAA Order, and determining the appropriate resolution of any and all issues relative to the exchange of transit traffic.

12. The instant Petition raises issues of fact, policy and law that are similar to and in common with the issues raised by the petitions filed in Consolidated Docket Nos. 050119-TP and 050125-TP. The Joint Petitioners respectfully request consolidation of the instant Petition and docket with Docket Nos. 050119-TP and 050125-TP. Such consolidation will promote the most economical and administratively efficient use of the time and resources of the parties and the Commission.

WHEREFORE, Joint Petitioners respectfully request that the Commission:

- A. Initiate a generic investigation relating to BellSouth's Transit Tariff;
- B. Schedule and conduct a formal administrative hearing to address disputed issues of fact and law regarding the Proposed Tariff pursuant to Sections 120.569 and 120.57(1), Florida Statutes;
- C. Consolidate Docket Nos. 050199-TP and 050125-TP with the Petition filed in the above-captioned docket; and
- D. Grant such further relief as the Commission deems just and proper.

Respectfully submitted this 26th day of August, 2005.



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Martin P. McDonnell, Esquire
Marsha E. Rule, Esquire
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- - and - -

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Washington, DC 20037
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Attorneys for Joint Petitioners

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Joint Petition was furnished by U.S. Mail to the following this 26th day of August, 2005:

Nancy B. White, Esq.
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street
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Tallahassee, Florida 32301

J. Jeffry Wahlen, Esq.
Ausley McMullen
P. O. Box 391
Tallahassee, Florida 32302



KENNETH A. HOFFMAN, ESQ.

tds/generic transit(3)

BELLSOUTH

BellSouth Telecommunications, Inc.
150 South Monroe Street
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Marshall M. Criser III
Vice-President
Regulatory & External Affairs

(850) 224-7798
Fax (850) 224-5073

January 27, 2005

Ms. Beth Salak
Director 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 A16	- First Revised Page 1
Section A16	- Original Page 2
Section A16 Contents	- First Revised Page 1
Section A16 TOC	- Fourth Revised Page 1
Section A16 Subject Index	- Ninth Revised Page 29

The purpose of this filing is to establish rates, terms and conditions for BellSouth's Transit Traffic Service in the General Subscribers Services Tariff.

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

Your consideration and approval is appreciated.

Sincerely,

Marshall M. Marshall M. Criser III (slg)

Vice President
Regulatory Relations

Attachments



EXECUTIVE SUMMARY

Introduction

The purpose of this filing is to establish the rates, terms, and conditions for BellSouth's Transit Traffic Service in the General Subscribers Services Tariff, thereby providing an alternative to Telecommunications Service Providers that currently requires the negotiation of an agreement between the originating and terminating parties.

Proposed Tariff

Transit Traffic Service is an interconnection service and is being filed as a new tariffed offering. This tariffed offering is an alternative for a Telecommunications Service Providers in lieu of a negotiated contract. BellSouth has no estimate of the revenue impact of this filing.

Revenue Impact

This service will cover its costs. The revenues for the service will be listed in the Non-Basic Transport Basket.

ISSUED: January 27, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: February 11, 2005

DE 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.
- 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.

ISSUED: January 27, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: February 11, 2005

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

A16.1 Transit Traffic Service (Cont'd)

A16.1.2 Rules and Regulations (Cont'd)

- F. Telecommunications Service Providers originating Transit Traffic may elect one of two options for measuring Transit Traffic minutes of use for which charges are due.
1. The originating Telecommunications Service Provider shall utilize its originating switch recordings to compensate BellSouth based upon actual Transit Traffic minutes of use ("Actual Measurements"). Telecommunications Service Providers electing to utilize Actual Measurements shall provide a monthly report to BellSouth reflecting actual Transit Traffic minutes of use, along with payment on a per minute of use basis at the applicable rate set forth in Section A16.1.3 below, within sixty days of the date of usage.
 2. In lieu of Actual Measurements, the originating Telecommunications Service Provider shall provide to BellSouth a percent local usage factor (PLU) estimating the percentage of total minutes of use delivered to BellSouth that constitutes Transit Traffic ("Estimated Measurements"). The PLU must be provided to BellSouth in writing within 30 days of the effective date hereof, or within 30 days of delivering Transit Traffic to BellSouth. In the event the originating Telecommunications Service Provider fails to provide a PLU to BellSouth during this timeframe, BellSouth will assign a PLU to be used until a PLU is provided. To the extent a PLU is provided after the default PLU has taken effect, the PLU provided by the Telecommunications Service Provider shall be applied on a prospective basis only. The PLU shall be updated annually, or sooner in the event of a change in Local Traffic volume.
- G. BellSouth reserves the right to contest the accuracy of both the Actual Measurements and Estimated Measurements provided by Telecommunications Service Providers and may conduct audits or internal studies for verification.
- H. In the event a dispute arises regarding Actual Measurements or Estimated Measurements, BellSouth will continue to bill based upon information provided by the Telecommunications Service Provider or utilizing the assigned PLU until the dispute is resolved.
- I. If BellSouth and the Telecommunications Service Provider are unable to successfully negotiate a resolution to the dispute within 30 days of notice of the existence of a dispute, the aggrieved Party shall seek dispute resolution with the appropriate governing regulatory body.
- J. Once the dispute is resolved, the parties shall utilize the resulting Actual Measurements or Estimated Measurements on a going forward basis. The parties shall negotiate a true up of any billing inaccuracies occasioned by application of such Measurement on a retroactive basis.
- K. Charges shall be billed to the originating Telecommunications Service Provider and shall be payable under the terms of A2.4 of the General Subscriber Services Tariff.

A16.1.3 Rates and Charges

	<u>Charge</u>	<u>USOC</u>
<u>Transit Traffic Service, per MOU</u>	<u>\$0.003</u>	<u>NA</u>

ISSUED: January 27, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: February 11, 2005

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

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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). (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

- A. This tariff provides the rates, terms and conditions for BellSouth's provision of Transit Traffic Service. (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 (Cont'd)

A16.1.2 Rules and Regulations (Cont'd)

- F. Telecommunications Service Providers originating Transit Traffic may elect one of two options for measuring Transit Traffic minutes of use for which charges are due. (N)
 - 1. The originating Telecommunications Service Provider shall utilize its originating switch recordings to compensate BellSouth based upon actual Transit Traffic minutes of use ("Actual Measurements"). Telecommunications Service Providers electing to utilize Actual Measurements shall provide a monthly report to BellSouth reflecting actual Transit Traffic minutes of use, along with payment on a per minute of use basis at the applicable rate set forth in Section A16.1.3 below, within sixty days of the date of usage. (N)
 - 2. In lieu of Actual Measurements, the originating Telecommunications Service Provider shall provide to BellSouth a percent local usage factor (PLU) estimating the percentage of total minutes of use delivered to BellSouth that constitutes Transit Traffic ("Estimated Measurements"). The PLU must be provided to BellSouth in writing within 30 days of the effective date hereof, or within 30 days of delivering Transit Traffic to BellSouth. In the event the originating Telecommunications Service Provider fails to provide a PLU to BellSouth during this timeframe, BellSouth will assign a PLU to be used until a PLU is provided. To the extent a PLU is provided after the default PLU has taken effect, the PLU provided by the Telecommunications Service Provider shall be applied on a prospective basis only. The PLU shall be updated annually, or sooner in the event of a change in Local Traffic volume. (N)
- G. BellSouth reserves the right to contest the accuracy of both the Actual Measurements and Estimated Measurements provided by Telecommunications Service Providers and may conduct audits or internal studies for verification. (N)
- H. In the event a dispute arises regarding Actual Measurements or Estimated Measurements, BellSouth will continue to bill based upon information provided by the Telecommunications Service Provider or utilizing the assigned PLU until the dispute is resolved. (N)
- I. If BellSouth and the Telecommunications Service Provider are unable to successfully negotiate a resolution to the dispute within 30 days of notice of the existence of a dispute, the aggrieved Party shall seek dispute resolution with the appropriate governing regulatory body. (N)
- J. Once the dispute is resolved, the parties shall utilize the resulting Actual Measurements or Estimated Measurements on a going forward basis. The parties shall negotiate a true up of any billing inaccuracies occasioned by application of such Measurement on a retroactive basis. (N)
- K. Charges shall be billed to the originating Telecommunications Service Provider and shall be payable under the terms of A2.4 of the General Subscriber Services Tariff. (N)

A16.1.3 Rates and Charges

	Charge	USOC	
Transit Traffic Service, per MOU	\$0.003	NA	(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 1
Cancels Original Page 1

ISSUED: January 27, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: February 11, 2005

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

(N)

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(N)

BELLSOUTH

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Tallahassee, Florida 32301

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Nancy H. Sims
Director
Regulatory Relations

Phone: (850) 222-1201
Fax (850) 222-8640

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

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



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

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- 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.